

RESOLUTION 16-02-43

**AUTHORIZING SETTLEMENT OF ACTION CAPTIONED
"PAGLIA V. BOROUGH OF MATAWAN, ET AL."
(DOCKET NO. MON-L-4077-13)**

WHEREAS, Police Officer Jennifer Paglia filed an action against the Matawan Police Department, the Borough of Matawan, Police Chief Jason Gallo, and Police Lieutenant Thomas Falco, Jr.; and

WHEREAS, said matter has been pending in the Superior Court of New Jersey Law Division, Monmouth Vicinage, bearing docket number MON-L-4077-13; and

WHEREAS, the Borough's interests have been represented by the Borough's insurance carrier; and

WHEREAS, after numerous negotiations, conferences, and reviews, and upon the advice of the Borough's insurance carrier, as well as counsel for the Borough and individual defendants, Steven Secare, Esq., and Richard Grodeck, Esq., the parties have met and resolved their matters satisfactorily.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the Borough of Matawan that it herewith authorizes the Mayor of the Borough of Matawan to execute a Settlement Agreement and General Release with the Plaintiff in the aforementioned litigation in order to resolve any and all issues that arise from the said action.

CERTIFICATION OF RESOLUTION

I, Karen Wynne, Borough Clerk of the Borough of Matawan, County of Monmouth, and State of New Jersey, do hereby certify that the foregoing is a true and correct copy of a resolution adopted by the Borough Council of the Borough of Matawan on February 16, 2016.

IN WITNESS WHEREOF, I have hereunder set my hand and official seal of the Borough of Matawan this 16th of February, 2016.


Karen Wynne, BMC
Municipal Clerk

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter referred to as the "Agreement") is entered into, on December 3, 2015, by and between Plaintiff, Jennifer Paglia (hereinafter referred to as the "Employee") and the Defendants, BOROUGH OF MATAWAN and MATAWAN POLICE DEPARTMENT (hereinafter referred to as the "Borough"), JASON GALLO (hereinafter referred to as "Gallo") and THOMAS FALCO, JR. (hereinafter referred to as "Falco") (hereinafter collectively referred to as the "Employer").

WHEREAS, the Employee is an employee of the Borough; and

WHEREAS, the Employee has asserted claims against the Employer arising out of her employment with the Employer in a lawsuit filed with the Superior Court of New Jersey, Law Division, Monmouth County, bearing Docket No. MON-L-4077-13 (hereinafter referred to as the "Lawsuit"); and

WHEREAS, the Employer denies engaging in any wrongdoing or any unlawful conduct and denies all liability on the claims asserted by the Employee, including those asserted in the Lawsuit and makes no admissions regarding the same; and

WHEREAS, the Employee and Employer desire to settle fully and finally all differences between them through the date of this Agreement, including but not limited to those differences embodied in the aforementioned Lawsuit.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained herein, it is hereby agreed as follows:

1. The foregoing recitals are incorporated herein as if set forth at length.

2. **Consideration.** Plaintiff understands that, in consideration for the promises and agreements set forth herein, the Parties agree that, subject to the expiration of the Revocation Period set forth in Paragraph 19 below, and provided that the Employee has not revoked this Agreement as provided therein, the Borough will pay to Plaintiff as full and complete settlement and final satisfaction of the claims raised in the Lawsuit and any and all other claims that Plaintiff has or may have against the Employer and/or the Releasees as defined below, through the date of execution of this Agreement, including, but not limited to, any claim for attorney's fees and costs, the gross sum of \$ 315,000.00 (hereinafter referred to as the "Settlement Payment") on account of all claims for personal injury, emotional distress and the physical manifestation thereof.

Following the expiration of the Revocation Period set forth in Paragraph 19 below, and provided that the Employee has not revoked this Agreement as provided therein, the Settlement Payment shall be made in part by the Releasee's insurance carrier within 30 days following the full execution of this Agreement and delivery of the executed Stipulation of Dismissal,

whichever is later, with the balance being paid by the Borough within 60 days following the full execution of this Agreement and delivery of the executed Stipulation of Dismissal, whichever is later and shall be without federal and state withholdings, taxes or other payroll deductions. The check(s) shall be made payable to "DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C. Trust Account." In this regard, Defendant will issue an IRS Form 1099 only to DiFrancesco, Bateman, Kunzman, Davis, Lehrer & Flaum, P.C. regarding this payment with Box 3 ("other income") checked. Plaintiff's counsel shall supply Defendant with an IRS Form W-9.

The Employee and her attorneys agree that no amounts or damages, including, but not limited to, interest or other fees, other than the Settlement Payment, shall be sought by or owed to the Employee or to her attorneys by the Employer or any insurer in connection with this matter.

The Employee agrees that she will be responsible for the payment of any and all applicable state, federal and local taxes that may be owed by her with respect to the Settlement Payment and will assume all liability with respect to such taxes, if any.

The Employee agrees to indemnify, hold harmless, and defend the Employer and their insurers and reinsurers against any loss, cost, expense or liability imposed upon or incurred by the Employer and/or their insurers and reinsurers arising from, relating to or concerning payment of any taxes deemed to be owed by Employee with respect to the Settlement Payment.

3. Waiver and Release of Claims. In settlement of this matter and in consideration of the Settlement Payment set forth in Paragraph 2 above, the Employee hereby releases and forever discharges the Employer and its past, present and future officers, officials, council members, administrators, directors, attorneys, employees, insurers, reinsurers, agents, and their respective successors and assigns (hereinafter collectively referred to as the "Releasees"), jointly and severally, from any and all actions, complaints, causes of action, lawsuits or claims of any kind (hereinafter collectively referred to as the "Claims"), known or unknown, asserted or unasserted, which the Employee, her husband, heirs, agents, executors, successors or assigns ever had, now have or hereafter may have against Releasees arising out of any matter, occurrence, omission, or event existing or occurring prior to the Employee's execution of this Agreement, including, without limitation, Claims:

- a. relating to or arising out of Employee's employment with the Employer including any and all claims for back pay, front pay, benefits or other financial losses;
- b. relating to or arising out of any pension law or regulation, including, but not limited to the New Jersey Police and Firemen's Retirement Act, N.J.S.A. 43:16-1 et seq. and the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq.;

- c. of discrimination, harassment, and or retaliation based on age, sex, gender, race, ethnicity, religion, color, creed, disability, handicap, citizenship, national origin, ancestry, sexual orientation, pregnancy, veteran's status, marital status, familial status, domestic partnership status, civil union status, or any other factor protected by federal, state or local law (such as Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, 42 U.S.C. § 1981a, the Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., the Older Workers Benefit Protection Act, 29 U.S.C. § 621 et seq., and/or the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.);
- d. relating to or arising out of the Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq.;
- e. relating to or arising out of COBRA, or any implementing rules and regulations;
- f. relating to or arising out of the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1, et seq.;
- g. relating to or arising out of the Occupational Safety and Health Act, 29 U.S.C. § 651 et seq., or any implementing rules and regulations;
- h. relating to or arising out of the New Jersey Public Employees' Occupational Safety and Health Act, N.J.S.A. 34:6A-25 et seq., or any implementing rules and regulations;
- i. relating to or arising out of the Fair Credit Reporting Act, 15 U.S.C. § 1581 et seq.;
- j. relating to or arising out of 42 U.S.C. § 1981, 1983 or 1985;
- k. relating to or arising out of the Health Insurance Portability and Accountability Act, P.L.104-191;
- l. relating to or arising out of the New Jersey Worker Freedom From Employer Intimidation Act, N.J.S.A. 34:19-9;
- m. relating to or arising out of the Civil Service Act, N.J.S.A. 11A:1-1 et seq.;
- n. based upon any contract or implied contract;
- o. relating to or arising out of any provision of any other law, constitution, regulation, ordinance, decision, common or statutory, of the United States, New Jersey or any other state, city, county or municipality;

p. for attorneys' fees, costs or expenses; and/or

q. based upon any other statutory or common law, now existing or hereinafter recognized, including, but not limited to violations of public policy, tort, privacy, defamation, intentional infliction of emotional distress, negligence, contract, whistleblower laws, promissory estoppel or equitable estoppel; and

4. No Other Proceedings. By her signature below, the Employee represents that there are no pending or contemplated lawsuits, charges, administrative proceedings, criminal complaints or other claims of any nature whatsoever by the Employee against the Employer or any Releasees in any state or federal court or before any agency or other administrative body. Further, the Employee agrees, to the extent permitted by law, not to assert any claims, charges, grievances or other legal or contractual proceedings against the Employer or any Releasees in any forum, based upon her employment with the Employer, whether known or unknown. The Employee further represents and agrees that she has not filed any claims against the Employer or any Releasees with any local, state or federal enforcement agency, including, but not limited to, any law enforcement agency, the U.S. Department of Labor, the Equal Employment Opportunity Commission ("EEOC"), the New Jersey Department of Labor & Workforce Development, or the New Jersey Division on Civil Rights.

5. Challenging of Waiver. The Employee understands that nothing in this Agreement is intended to interfere with or deter her right to challenge the waiver of an ADEA claim or state law age discrimination claim or the filing of an ADEA charge or ADEA complaint or state law age discrimination complaint or charge with the EEOC or any state discrimination agency or commission or to participate in any investigation or proceeding conducted by those agencies. Further, the Employee understands that nothing in this Agreement would require her to tender back the money received under this Agreement if he seeks to challenge the validity of the ADEA or state law age discrimination waiver, nor does the Employee agree to ratify any ADEA or state law age discrimination waiver that fails to comply with the Older Workers' Benefit Protection Act by retaining the money received under the Agreement. Further, nothing in this Agreement is intended to require the payment of damages, attorneys' fees or costs to the Employer should the Employee challenge the waiver of an ADEA or state law age discrimination claim or file an ADEA or state law age discrimination suit except as authorized by federal or state law. Notwithstanding the foregoing two sentences, as provided herein the Employee also waives any right to recover from the Employer and any Releasees in a civil suit brought by any governmental agency or any other individual on her behalf with respect to any Claim.

6. Medicare Eligibility. The Employee represents and warrants that she is not Medicare eligible and that Medicare has not made any conditional payments for medical services or

products received by the Employee (pursuant to U.S.C. § 1395y(b) and the corresponding regulations) and related to the accident(s), injury(ies), or illness(es) giving rise to this Agreement. Further, the Employee represents and warrants that if any conditional payments related to the accident(s), injury/injuries), or illness(es) giving rise to this settlement are or have been made by Medicare, then within sixty (60) days of the execution of this Agreement, the Employee shall reimburse Medicare for such conditional payments as required by Medicare Secondary Payer law, including Medicare regulations at C.F.R. § 411.24(g) and (h). The Parties agree that all representations and warranties made herein shall survive settlement.

The Parties further agree that, in the event of a breach of the representations and warranties made by the Employee, the Employer and their insurers and/or reinsurers shall be entitled to set off any remaining payments due the Employee under the terms of this Agreement or any other agreement, as well as to the full extent of damages and other relief available at law and equity.

The Employee agrees to indemnify, hold harmless, and defend the Employer and their insurers and reinsurers against any loss, cost, expense, or liability imposed upon or incurred by the Employer and/or their insurers and reinsurers arising from, relating to or concerning Medicare conditional payments related to the accident, injury, or illness giving rise to this settlement.

Each Party has been advised by counsel before signing this Agreement and has relied upon advice of such counsel with respect to all aspects of this Agreement, including but not limited to the Parties' respective obligations (if any) to reimburse Medicare for conditional payments related to the accident(s), injury(ies), or illness(es) giving rise to this settlement. It is understood and agreed that no mistake of law or mistake of fact made by any Party, including but not limited to any mistake with respect to any obligation to reimburse Medicare for conditional payments, shall constitute a basis for rescission or reformation or render any portion of this Agreement void or voidable.

7. **Stipulation of Dismissal.** As a condition precedent to delivery of the Settlement Payment set forth in Paragraph 2 above, the Employee agrees that her counsel will deliver to the Employer's counsel a Stipulation of Dismissal, with prejudice and without costs, relating to the Lawsuit, which shall be executed by the Employee's counsel, and hereby consents to the filing of that Stipulation of Dismissal with the court following the payment of the settlement as set forth in paragraph 2 herein.

8. **No Prior Obligation to Make Payments; Adequate Consideration.** The Employee acknowledges and agrees that absent her signing this Agreement and complying with all terms of the Agreement, the Employer is not required by any policy, plan or prior agreement to pay the Settlement Payment and that the Settlement Payment constitutes adequate consideration to support her release of Claims in Paragraph 3 above.

9. **Non-Disparagement.** The Employee agrees that she will not make any negative comments or disparaging remarks, in writing, orally or electronically, about the Employer or any other Releasee, including their respective officers, directors, and employees. Nothing in this

paragraph or this Agreement shall be interpreted to restrict or inhibit the Employee's right and obligation to testify truthfully in any forum or to cooperate fully in any investigation by a governmental agency. Similarly, the Employer, Gallo and Falco agree that they will not make any negative comments or disparaging remarks, in writing, orally or electronically, about the Employee. Neither the Employee nor the Employer shall refer to themselves or to the other party as the winning or losing party regarding the Lawsuit.

10. **Counterparts: Entire Agreement; No Oral Modification.** This Agreement may be executed in counterparts, which together shall comprise the entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, written or oral, expressed or implied. No other promises, agreements or amendments, or any separate agreement relating to the subject matter of this Agreement shall be binding or shall modify this Agreement unless expressed in writing and signed by all parties hereto. Signatures transmitted by facsimile machine or electronically in Portable Document Format (PDF) or similar software shall be treated as originals for purposes of this Agreement.

11. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.

12. **No Admission of Liability.** Nothing in this Agreement shall be construed as an admission or concession of liability or wrongdoing by the Employer. Rather, this Agreement is being offered for the sole purpose of settling, cooperatively and amicably, the Lawsuit, as well as any and all possible current disputes between the parties.

13. **Severability.** Nothing in this Agreement is intended to violate any law or shall be interpreted to violate any law. If any paragraph or part or subpart of any paragraph in this Agreement or the application thereof is construed to be overbroad and/or unenforceable, then the court making such determination shall have the authority to narrow the paragraph or part or subpart of the paragraph as necessary to make it enforceable and the paragraph or part or subpart of the paragraph shall then be enforceable in its/their narrowed form. Moreover, each paragraph or part or subpart of each paragraph in this Agreement is independent of and severable (separate) from each other. In the event that any paragraph or part or subpart of any paragraph in this Agreement is determined to be legally invalid or unenforceable by a court and is not modified by a court to be enforceable, the affected paragraph or part or subpart of such paragraph shall be stricken from the Agreement, and the remaining paragraphs or parts or subparts of such paragraphs of this Agreement shall remain in full, force and effect.

14. **Headings.** The headings contained in this Agreement are for convenience of reference only and are not intended, and shall not be construed, to modify, define, limit, or expand the intent of the parties as expressed in this Agreement, and they shall not affect the meaning or interpretation of this Agreement.

15. **Plain Meaning.** Each party has had the opportunity to revise, comment upon and redraft this Agreement. Accordingly, it is agreed that the terms and conditions of this Agreement

shall be construed according to their plain meaning, as if the parties jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted or construed in favor of or against either the Employee or the Employer.

16. Strict Adherence. The failure of either party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

17. Who Is Bound. All parties are bound by this Agreement and each of its provisions. Anyone who succeeds to their rights and responsibilities, such as their successors and assigns, as well as the Employee's heirs and the executor of her estate, also are bound. This Agreement is made for the benefit of all the parties hereto and all who succeed to their rights and responsibilities, and expressly includes their officials, employees, agents, attorneys, successors and assigns.

18. Acknowledgements and Representations of the Employee. The Employee agrees and represents that:

- (a) she has read carefully the terms of this Agreement, including the General Release;
- (b) she had an opportunity to and has been encouraged to review this Agreement, including the General Release, with her attorney, Richard P. Flaum, Esq.;
- (c) she understands the meaning and effect of the terms of this Agreement, including the General Release;
- (d) she was given at least 21 days to determine whether she wished to enter into this Agreement, including the General Release;
- (e) the entry into and execution of this Agreement, including the General Release, is of her own free and voluntary act without compulsion of any kind;
- (f) no promise or inducement not expressed herein has been made to her; and
- (g) she has adequate information to make a knowing and voluntary waiver and release of claims.

19. Revocation Period. The Employee understands that she has the right to revoke this Agreement for a period of seven (7) days after her execution of this Agreement. ("Revocation Period"). If the Employee timely revokes this Agreement, the Employee is indicating that she does not want to be legally bound by this Agreement. The Agreement shall

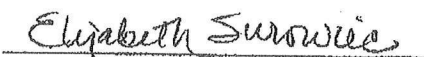
not be effective until after the Revocation Period has expired without the Employee having revoked it. To revoke this Agreement, the Employee must send a letter via first class regular mail to the attention of Steven Secare, Esq. at Secare & Hensel located at 16 Madison Avenue, Suite #1A, Toms River, New Jersey 08753. The letter must state that the Employee is revoking her agreement to enter into this Agreement and be post-marked within seven (7) days of the Employee's execution of this Agreement. If the seventh day is a Sunday or federal holiday, then the letter must be post-marked on the following business day. If the Employee revokes this Agreement on a timely basis, she shall not be eligible to receive the Settlement Payment set forth in Paragraph 2.

20. **Non-Agreement.** If this Agreement is not fully executed by all parties, or if the Employee notifies the Employer that she wishes to revoke this Agreement pursuant to Paragraph 19 above, then this Agreement shall become null and void and shall be of no effect and the parties will be left to their respective legal and contractual rights and remedies.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the presence of a notary public:


Jennifer Paglia

Sworn to before me on this
4 day of February, 2016



Attorney of the State of New Jersey

ELIZABETH SUROWIEC
A Notary Public of New Jersey
My Commission Expires April 13, 2018

BOROUGH OF MATAWAN

Joseph Altomonte
By: Joseph Altomonte
Mayor

February 16, 2016

Date

Karen Wynne
Witness
Karen Wynne, RMC
Municipal Clerk

February 16, 2016

Date

DIFRANCESCO, BATEMAN, COLEY, YOSPIN
KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.
15 Mountain Boulevard
Warren, NJ 07059-6327
908-757-7800
Attorneys for Plaintiff, Jennifer Paglia

JENNIFER PAGLIA

Plaintiff,

-vs-

BOROUGH OF MATAWAN;
MATAWAN POLICE DEPARTMENT;
JASON GALLO, THOMAS FALCO, JR.
and JOHN DOE(s) 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-MONMOUTH COUNTY
DOCKET NO. MON-L-4077-13

Civil Action

SUMMONS

RECEIVED

OCT 31 2013

BORO OF MATAWAN
CLERK'S OFFICE

THE STATE OF NEW JERSEY,

TO THE ABOVE NAMED DEFENDANT(S): Borough of Matawan

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ, 08625. A filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 for Law Division and \$135.00 for Chancery Division and completed Case Information Statement) if you want the court

to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

DATED: October 29, 2013

/s/ Michelle M. Smith

Michelle M. Smith

Clerk of the Superior Court

Address: 201 Broad Street
Matawan, NJ 07747

Attorney ID: 013352011
DIFRANCESCO, BATEMAN, COLEY, YOSPIN
KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.
15 Mountain Boulevard
Warren, NJ 07059-6327
908-757-7800
Attorneys for Plaintiff, Jennifer Paglia

JENNIFER PAGLIA

Plaintiff,

- vs -

BOROUGH OF MATAWAN;
MATAWAN POLICE DEPARTMENT;
JASON GALLO, THOMAS FALCO, JR.
and JOHN DOE(s) 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-MONMOUTH COUNTY
DOCKET NO. L-4077-13

Civil Action

COMPLAINT AND JURY DEMAND

SUPERIOR COURT OF NJ
MONMOUTH VICINAGE
RECEIVED-CIVIL DIVISION
OCT - 4 A 11:43

Jennifer Paglia, residing at 354 Hutchinson Drive, Freehold, New Jersey, by way of complaint against the Defendants, says:

PRELIMINARY STATEMENT

This is an action brought by Plaintiff against her employers, the Borough of Matawan, the Borough of Matawan Police Department, Chief Jason Gallo and Sergeant Thomas Falco, Jr. ("Defendants"). Plaintiff seeks judgment of this Court against Defendant for relief permitted under the New Jersey Law Against Discrimination ("NJLAD").

PARTIES

1. Plaintiff, Jennifer Paglia, is a resident of New Jersey residing at 354 Hutchinson Drive, Freehold, New Jersey.
2. Defendants were employers within the meaning of NJLAD at all times relevant to this complaint.
3. Defendants Borough of Matawan and the Borough of Matawan Police Department are entities located in the County of Monmouth, State of New Jersey.
4. Defendant Jason Gallo (hereinafter "Gallo") is the Chief of Police of the Borough of Matawan Police Department.

5. Defendant Thomas Falco, Jr. (hereinafter "Falco") is a Sergeant at the Borough of Matawan Police Department.
6. Defendants John Does 1-10 are fictitious persons who are unknown to Plaintiff at this time but who may be identified during discovery in this matter.

STATEMENT OF FACTS COMMON TO ALL COUNTS

7. In or around 1998, Plaintiff began her employment with the Borough of Matawan Police in the position of Patrol Officer, her position to date.
8. On or around July 24, 2012, Plaintiff requested to view her personnel file as recent retirements in the department led her to believe that promotions were going to occur.
9. It was on or around July 24, 2012 when plaintiff made the request to view her personnel file that she discovered sham memos in her file either written by defendant Falco or Gallo.
10. Plaintiff was previously unaware of any of those memos being in her personnel file prior to her review of her personnel file on or around July 24, 2012.
11. These memos date back as far as 2004 when Gallo was Sergeant and became plaintiff's Patrol Supervisor.
12. Plaintiff has worked under approximately nine other Sergeants without issue or complaints about her performance.
13. These memos in plaintiff's personnel file were not signed by plaintiff as required by the contract between the Borough of Matawan and Matawan PBA Local 179 (hereinafter "the contract") demonstrating that plaintiff received no notice (as required by the contract), no right of review (as required by the contract) and no due process associated with her right to grieve the sham memos.
14. On or around July 24, 2012, plaintiff requested copies of the documents in her personnel file to which Gallo denied her request.
15. Without any legal or factual basis Gallo did not permit plaintiff to copy the documents in her personnel file until on or around July 31, 2012.
16. Plaintiff had been treated disparately in the police department because of her gender and race/ethnicity for some time and in response to this incident, plaintiff hired counsel and, on or around July 25, 2012, plaintiff's counsel sent correspondence to the Borough of

Matawan advising of the contract violations and that representatives of upper management of the Police Department were engaging in a continuing pattern and practice of discriminatory treatment against plaintiff based upon her gender and race/ethnicity, including the sham memos in her personnel file without her knowledge and the failure to promote plaintiff to Sergeant since 2008.

17. On or around July 31, 2012, the date plaintiff was finally permitted to copy the documents in her personnel file, she noticed various changes to the documents consisting of date changes, format changes and expansion of content in some of the documents. Additionally, the original memos that plaintiff viewed in her personnel file on or around July 24, 2012 had been removed.
18. To date, plaintiff has not been provided access to the original memos in her personnel file.
19. The majority of the memos placed in plaintiff's personnel file by Gallo and Falco contain fabricated summaries of events because plaintiff received no discipline for those alleged incidents.
20. The memos drafted by Gallo and Falco consist of complaints for which no male patrol officers in the department have been subject to any write up.
21. Gallo and Falco drafted these memos and placed them in plaintiff's personnel file without her knowledge in an effort to prevent her from being promoted to Sergeant, and thereby, to prevent a Hispanic female from being placed in a superior position in the Borough of Matawan Police Department.
22. The Borough of Matawan Police Department has never had a female in a superior position in the department.
23. On or around August 2, 2012, plaintiff sent an internal investigation request to the Internal Affairs Officer, Lieutenant Ben Smith (hereinafter "Smith"), based on the sham memos in her personnel file and the tampering with her file. Plaintiff sought answers to who removed documents from her file and what became of the missing documents. The internal investigation was transferred to the Monmouth County Prosecutor's Office.
24. On or around August 14, 2012, the PBA State Delegate, Joseph Lovallo, filed a grievance on behalf of plaintiff for all the memos in her personnel file that she was not afforded an opportunity to properly respond to.

25. On or around August 20, 2012, Smith responded to the grievance filed by the PBA State Delegate on plaintiff's behalf and concluded that the memos were to remain in plaintiff's personnel file and she was now being permitted an opportunity to rebut them.
26. On or around August 25, 2012, the PBA State Delegate appealed the grievance to Step 2 of the Grievance Procedure pursuant to the contract.
27. On or around September 13, 2012, plaintiff met with the Borough of Matawan's Attorney, Pasquale Menna, Esq. (hereinafter "Menna") to discuss the allegations contained in plaintiff's counsel's July 25, 2012 correspondence to which Menna advised that the matter was being given to the Borough's Labor Counsel to investigate pursuant to the Borough's Policies and Procedures Guidelines of Our Employees adopted April 2006.
28. On or around October 4, 2012, Menna sent correspondence to the PBA State Delegate regarding the grievance on behalf of plaintiff stating that no further action would be taken by the Borough of Matawan since aspects of the grievance were the subject of the Monmouth County Prosecutor's Office investigation and that the Borough would await results of that investigation.
29. The Prosecutor's Office investigations into police officers are only for allegations of criminal conduct. The Monmouth County Prosecutor's Office found that there was no evidence to suggest that Gallo or any other officer committed a crime against plaintiff.
30. To date, Plaintiff's grievance has not been properly addressed.
31. Plaintiff has been a victim of a continuing pattern and practice of discriminatory treatment based upon her gender and race/ethnicity, including, but not limited to, the Borough's failure to promote plaintiff to the rank of Sergeant.
32. In 2012, as a consequence of retirements, the Borough of Matawan Police Department was understaffed in the Rank of Sergeant. A Sergeant retired in June 2012 and two additional retirements occurred on or about December 1, 2012, one of which was a Sergeant. Since 2012, the department has been operating with only two Sergeants rather than the historic complement of four Sergeants.
33. As one of the most senior patrol officers in the department, plaintiff regularly accepts the shift Sergeant responsibility. Plaintiff is and has been qualified for the promotion to Sergeant for several years.

34. Article XI of the contract provides that retirements in the bargaining unit create a permanent vacancy for which replacements are required. Additionally, past practice dictates that promotions follow retirements in the police department.
35. Plaintiff is the most senior Patrol Officer in the police department that has passed the test to become a Sergeant and was second on the Sergeant's promotion list. The list was initially extended twice by resolution of the Borough Council and has now expired.
36. The Borough has failed to make any promotions to Sergeant in order to avoid placing plaintiff, a Hispanic female, in a superior position in the police department.
37. On or around January 7, 2013, Borough Labor Counsel interviewed plaintiff to address plaintiff's allegations of discriminatory and disparate treatment contained in plaintiff's counsel's July 25, 2012 correspondence.
38. On or around March 12, 2013, Borough Labor Counsel advised plaintiff's counsel that after interviewing Gallo, Falco and Smith and discussing the memos in plaintiff's personnel file, plaintiff was being given an opportunity to provide a response to each memo.
39. On or around April 9, 2013, plaintiff's counsel sent correspondence to Borough Labor Counsel containing plaintiff's responses to each memo in plaintiff's personnel file despite the fact that plaintiff already made clear that she was not aware of the majority of the memos being in her file prior to her viewing her file in July 2012, she was not provided an opportunity to respond to these memos at the time of issuance, the alleged incidents in the majority of the memos were never discussed with her, she was never disciplined for these alleged incidents, the alleged incidents are ones in which her male officers were not subject to any write up, the documents were tampered with and the documents only existed to prevent plaintiff from being promoted to Sergeant.
40. On or around April 16, 2013, the Borough of Matawan approved a resolution appointing Gallo as Acting Police Chief of the police department despite the Borough being in the midst of the investigation into plaintiff's claims of disparate treatment based on gender and race/ethnicity, which included allegations against Gallo.
41. The resolution also provided that, on June 6, 2013, Gallo would be appointed Chief of Police for the Borough of Matawan. On June 6, 2013, Gallo was appointed to the Chief of Police for the Borough of Matawan.

42. The Borough claimed that plaintiff, the victim to discriminatory treatment, could not be promoted during this investigation, but promoted Gallo, the very individual accused of engaging in the discriminatory treatment against plaintiff, to the most superior position in the Borough Police Department.
43. On or around June 6, 2013, plaintiff's counsel was informed that the Borough Labor Counsel finalized their investigative report of plaintiff's claims of disparate treatment and that it was sent to the Borough.
44. On August 19, 2013, plaintiff's counsel received two separate correspondences from Menna regarding the results of the investigation into plaintiff's claims of discrimination and disparate treatment. One correspondence indicated, amongst other things, that the discrimination and disparate treatment claims against Gallo and Falco were not sustained yet the claims regarding placement of certain memorandum in plaintiff's personnel file were sustained in part. The second correspondence indicated the removal process for memorandums in plaintiff's personnel file. Therefore, despite the Borough's claim that Gallo and Falco did not discriminate against plaintiff, the Borough found that the memos drafted by them should be removed from plaintiff's file.
45. Plaintiff is continuously treated differently than her male counterparts in the police department.
46. By way of example and without limitation, plaintiff was ordered to hand out business sheets to businesses in the rain and was told that each team was going to have a section of town to hand them out to, but no other team or patrol officer was told to do this.
47. Plaintiff has been told to do traffic detail two to three times a day and no other patrol officer has been told to do this.
48. Plaintiff's requests to attend classes have been denied on multiple occasions. Plaintiff was denied the right to attend classes necessary for her continued training as a police officer impacting her ability to properly perform her functions. The classes plaintiff sought to attend were classes that were routinely approved for other male patrol officers.
49. Plaintiff's request to be recertified in DWI was denied while other male patrol officers have been recertified.

COUNT ONE

50. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 49 as if fully set forth at length herein.

51. The foregoing actions of defendants were based upon plaintiff's gender in violation of the New Jersey Law Against Discrimination ("NJLAD") N.J.S.A. 10:5-1 et. seq.

52. Plaintiff is in a protected class pursuant to N.J.S.A. 10:5-1, et seq.

53. Defendants have discriminated against plaintiff based on plaintiff's gender...

54. Said acts of discrimination would not have occurred, but for plaintiff's gender.

55. As a direct and proximate result of defendants' wrongful actions, plaintiff has suffered severe emotional distress with physical manifestations, pain and suffering, humiliation, embarrassment, loss of income, and other severe financial losses.

WHEREFORE, plaintiff demands judgment against the defendants for compensatory damages, punitive damages, attorney's fees, interest, costs of suit, and such other and further relief as the Court deems equitable and just.

COUNT TWO

56. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 55 as if fully set forth at length herein.

57. The foregoing actions of defendants were based upon plaintiff's race/ethnicity in violation of the New Jersey Law Against Discrimination ("NJLAD") N.J.S.A. 10:5-1 et. seq.

58. Plaintiff is in a protected class pursuant to N.J.S.A. 10:5-1, et seq.

59. Defendants have discriminated against plaintiff based on plaintiff's race/ethnicity.

60. Said acts of discrimination would not have occurred, but for plaintiff's race/ethnicity.

61. As a direct and proximate result of defendants' wrongful actions, plaintiff has suffered severe emotional distress with physical manifestations, pain and suffering, humiliation, embarrassment, loss of income, and other severe financial losses.

WHEREFORE, plaintiff demands judgment against the defendants for compensatory damages, punitive damages, attorney's fees, interest, costs of suit, and such other and further relief as the Court deems equitable and just.

COUNT THREE

62. Plaintiff repeats and realleges the allegations set forth in Paragraphs 1 through 61 as if fully set forth at length herein.
63. Plaintiff is in a protected class pursuant to N.J.S.A. 10:5-1, et seq.
64. Plaintiff applied for the position of Sergeant for which defendants were seeking applicants.
65. Plaintiff was qualified for and is qualified for the position of Sergeant.
66. Defendants failed to promote plaintiff and continue to fail to promote plaintiff to the position of Sergeant despite adequate qualifications.
67. The plaintiff was not promoted under circumstances that would give rise to an inference of discrimination.
68. Defendants' actions constitute discrimination against the plaintiff based upon the plaintiff's gender and/or race/ethnicity in violation of the New Jersey Law Against Discrimination ("NJLAD") N.J.S.A. 10:5-1 et. seq. by their failure to promote plaintiff.
69. As a direct and proximate result of defendants' wrongful actions, plaintiff has suffered severe emotional distress with physical manifestations, pain and suffering, humiliation, embarrassment, loss of income, and other severe financial losses.

WHEREFORE, plaintiff demands judgment against the defendants for compensatory damages, punitive damages, attorney's fees, interest, costs of suit, and such other and further relief as the Court deems equitable and just.

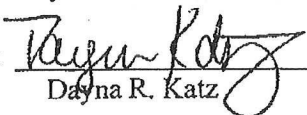
JURY DEMAND

Plaintiff, Jennifer Paglia, demands a trial by Jury.

NOTICE OF DESIGNATION OF TRIAL COUNSEL

Plaintiff hereby designates Richard P. Flaum, Esq. as his trial counsel in this matter.

DIFRANCESCO, BATEMAN, COLEY, YOSPIN,
KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.
Attorneys for Plaintiff

By: 
Dayna R. Katz

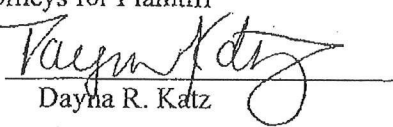
Dated: September 26, 2013

CERTIFICATION IN ACCORDANCE WITH R. 4:5-1

Pursuant to Rule 4:5-1, the undersigned hereby certifies that the matter in controversy 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, and the undersigned is unaware of any other party who is potentially responsible to any party on the basis of the facts set forth herein and who should be joined in this action pursuant to Rules 4:28 and 4:29-1, et seq.

DIFRANCESCO, BATEMAN, COLEY, YOSPIN,
KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.
Attorneys for Plaintiff

By:


Dayna R. Katz

Dated: September 26, 2013

MONMOUTH COUNTY
SUPERIOR COURT
PO BOX 1269
FREEHOLD

NT 07728

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (732) 677-4240
COURT HOURS

DATE: OCTOBER 22, 2013
RE: PAGLIA VS BOROUGH OF MATAMOROS ETAL
DOCKET: MON 1 -004077 13

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 3.

DISCOVERY IS 450 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON KATIE A. GUMMER

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001
AT: (732) 677-4262 EXT 4262.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: RICHARD P. FLAUM
DIRANGESCO BATEMAN COLEY YOSP
15 MOUNTAIN BLVD
WARREN NJ 07059-5611

JUNCARR

DIFRANCESCO, BATEMAN, COLEY, YOSPIN
KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.
15 Mountain Boulevard
Warren, NJ 07059
908-757-7800
Attorneys for Plaintiff, Jennifer Paglia

JENNIFER PAGLIA,

Plaintiff,

-vs-

BOROUGH OF MATAWAN; MATAWAN
POLICE DEPARTMENT; JASON GALLO,
THOMAS FALCO, JR, and JOHN DOE(s) 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MONMOUTH COUNTY
DOCKET NO.: MON-L-4077-13

Civil Action

**PLAINTIFF'S FIRST SET OF
INTERROGATORIES**

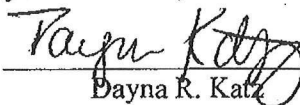
TO: Borough of Matawan
201 Broad Street
Matawan, NJ 07747

SIRS:

PLEASE TAKE NOTICE that Plaintiff, Jennifer Paglia, propounds the following Interrogatories upon you to be answered within the time and in the manner prescribed by the R. 4:17. These Interrogatories are deemed continuing so as to require supplemental answers, should you or your counsel obtain further supplemental information between the time the answers are served and the time of trial.

DIFRANCESCO, BATEMAN, COLEY, YOSPIN
KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.
Attorneys for Plaintiff, Jennifer Paglia

By:


Dayna R. Katz

Dated: October 29, 2013

DEFINITIONS

As used herein;

- A. "Address" means the present or last known street name and number, city or town, state and zip code.
- B. As hereinafter used, "document" shall include all material on the subject matter of the request whether originated or received by Defendants and shall be deemed to refer to, inter alia, correspondence regardless of form, whether in hardcopy or electronic format, emails, text messages, records, reports, memoranda, directives, notes, receipts, manuals, notebooks, books of account, checks, drafts, working papers, photographs, negatives, blueprints, drawings, surveys, logs, diary, files, forms, tabulations, tapes, discs, wire recording, transcripts, and any other writing, regardless of the manner in which produced, whether handwritten, typed, printed, computer generated or produced by any other process. With respect to the receipt of such documents, all sources are intended to be encompass, including, but not limited to, Defendants, other parties to the litigation, and any other person, firm or corporation or governmental entity who has communicated with Defendants on the subject matter covered by the lawsuit or the request in question. The term "document" also includes any information or communication, including text messages and electronic mail (e-mail), whether stored, carried, or in transit electronically, on any of the following, without limitation: computer equipment, laptop equipment, cloud networks, internet, company server networks, internal or external hard drives, back-up drives, flash drives, back-up tapes, DVDs, CDs, email servers, back-up servers, archive servers, or any other device whatsoever, and wherever located, regardless of the technology, media, or location, which can be retrieved and printed or provided in other material form, including Word, WordPerfect or .PDF.

Each request for a document or documents shall be deemed to call for the production of the original document or documents to the extent that they are in or subject, to the control of the Defendants, directly or indirectly. In addition, each request should be considered as including all copies and, to the extent applicable, preliminary drafts of documents which, as to content, differ in any respect from the original or final draft, or from each other (e.g., by reason of handwritten notes or comments having been added to one copy of a document but not on the original). Any electronic documents must be unencrypted, with the encryption keys managed and preserved by you, and the electronic documents must be in a format that is easily readable, as provided above.

- C. "Identify," "identity," or "identification" means, when used in reference to:

- (1) a natural person, his or her:
 - (a) full name;
 - (b) home address;
 - (c) business address;
 - (d) present or last known position, business affiliation, and job description.
- (2) a company, corporation, association, partnership, or legal entity other than a natural person:
 - (a) its full name;
 - (b) a description of the type of organization or entity;
 - (c) the address of its principal place of business;
 - (d) the jurisdiction of incorporation or organization; and
 - (e) the date of its incorporation or organization.
- (3) a document:
 - (a) its description (for example, letter, memorandum, report, etc.);
 - (b) its title;
 - (c) its date;
 - (d) the number of pages thereof;
 - (e) its subject matter;
 - (f) the identity of its author, signer, and any person who participated in its preparation;
 - (g) the identity of its addressee or recipient;
 - (h) the identity of each person to whom copies were sent and each person by whom copies were received;
 - (I) its present location; and

- (j) the identity of its custodial. (If any such document was, but is no longer, in the possession of or subject to the control of the responding party, state what disposition was made of it and when).

(4) an oral communication:

- (a) the date and time when it occurred;
- (b) the place where it occurred;
- (c) the complete substance of the communication;
- (d) the identity of each person:
 - (1) to whom such communication was made;
 - (2) by whom such communication was made; and
 - (3) who was present when such communication was made.
- (e) if by telephone:
 - (1) the identity of each person:
 - (A) who made each phone call;
 - (B) who participated in each call;
 - (2) the place where each person participating in each call was located;
- (f) the identity of all documents memorializing, referring or relating in any way to the subject matter of the communication.

D. "Oral communication" or "oral communications" means any verbal conversation or other statement from one person to another, including, but not limited to, any interview, conference, meeting or telephone conversation.

E. "Person" or "persons" means a natural person, firm, proprietorship, association, partnership, corporation, or any other type of organization or entity.

INTERROGATORIES

1. Identify each and every person with whom you consulted, upon whom you relied, or who otherwise constituted a source of information for you in connection with the preparation of your answers to these interrogatories.
2. Identify the name, home address, and company title of the person(s) answering these interrogatories.
3. Attach hereto copies of any and all writings of any kind, not attached in answer to any other of these interrogatories upon which you will or may rely to support any claim or defense.
4. Set forth whether you have obtained any statements relevant to the subject matter of this litigation from any person or persons.
5. If the answer to the preceding Interrogatory is in the affirmative, state:
 - (a) The name and current address of the person who gave the statement.
 - (b) The date the statement was obtained.
 - (c) If written, whether signed by that person.
 - (d) If oral, the name and current address of the person who obtained the statement, and if recorded, the nature and present location of the recording or of any transcript thereof.
 - (e) Attach hereto true and exact copies of each statement.
 - (f) Set forth in complete detail the substance of all oral or recorded statements and attach a transcript of each recorded statement.
 - (g) State the name and address of each person who has possession, custody, or control of this statement or any copy of such statement. Identify which statements are in each person's custody or control.
6. Set forth the factual basis to support each affirmative defense.
7. Identify every document, photograph, or object in your possession or control (or in the possession or control of any Defendants or their agents), which substantiates any of your denials and/or Affirmative Defenses as plead in your Answer and Affirmative Defenses to Plaintiff's Complaint.

8. Identify each and every document, photograph, or object which you intend to introduce in the trial of this matter, or which you anticipate using in any dispositive motion to be filed in this matter.
9. State the name, address and telephone number of each and every individual with knowledge pertaining to any of the issues in this case, and state with specific detail what, to the best of your knowledge, each such individual knows about this case or the issues surrounding it and/or related to any of the assertions in the Plaintiff's Complaint and/or Defendants' Answer and Affirmative Defenses.
10. Provide true and accurate copies of organizational charts that depict the organization in which Plaintiff was employed at all times during her employment with Defendant. If the structure changed during Plaintiff's employment, provide a separate chart for each separate time period.
11. Provide a written job description for each position held by Plaintiff during her employment with Defendants and the time frame for which Plaintiff held each job. If no written job description exists, then describe with specificity the job functions performed by Plaintiff in each such position.
12. Identify each expert and identify and state the area of specialization of each and every such expert you intend to call to testify at trial or to use in any Affidavit for purposes of any dispositive motion you anticipate filing in this matter, along with:
 - (a) The substance of the facts or opinions on which he or she is expected to testify;
 - (b) A summary of the grounds for the expert's opinion; and
 - (c) All work product prepared by or at the direction of your expert.
13. Did Plaintiff ever inform any of her supervisors or superiors she believed she was being subjected to discrimination from 2008 to the present?
14. If the answer to the preceding Interrogatory is in the affirmative, state the date of the notification, identify who was notified by Plaintiff, and if the notification was oral, what was said, or if in writing, attach a copy.

15. State whether Defendant ever conducted any education or training relating to discrimination, hostile work environment, harassment and/or retaliation from 2008 to the present. If so, provide the following:
- (a) the date when such education or training took place;
 - (b) the location where such education or training was conducted;
 - (c) which employees were required to attend such education or training;
 - (d) how frequently such education or training was offered or required;
 - (e) the name, last known address, last known telephone number, job title and current employment status of each and every person who conducted such education or training; and
 - (f) true and accurate copies of any and all materials or documents relating to such training.
16. Identify and attach hereto each and every file maintained by any of the Defendants, including personnel, disciplinary, internal affair, concerning or relating to Plaintiff from 2008 to present.
17. State whether Defendant investigated any complaints or grievances made by Plaintiff or persons acting on Plaintiff's behalf as alleged in the complaint.
18. If the answer to the preceding Interrogatory is in the affirmative, state the name of the person(s) who took part in the investigation, the name and title of any person questioned as part of the investigation and what they said.
19. Describe the investigation performed by the Borough of Matawan Police Department, including who performed the investigation, who was interviewed, and the findings, with respect to Plaintiff's complaint to internal affairs regarding the memorandums in Plaintiff's personnel file in or around August 2012.
20. Describe the investigation performed by the Monmouth County Prosecutor's Office, including who performed the investigation, who was interviewed, and the findings, with respect to Plaintiff's complaint regarding the memorandums in Plaintiff's personnel file in or around August 2012.

21. Describe the investigation performed by the Borough of Matawan, including who performed the investigation, who was interviewed, and the findings, with respect to Plaintiff's complaint regarding the memorandums in Plaintiff's personnel file in 2012.
22. Describe the investigation performed by the Borough of Matawan, including who performed the investigation, who was interviewed, and the findings, with respect to Plaintiff's complaint regarding harassment, disparate treatment and failure to promote.
23. Identify all employees in the Matawan Police Department who have been promoted and state the nature of the promotion from 2008 to present.
24. Describe the process for promotion to Sergeant in the Borough of Matawan Police Department from 2008 to present. If the process changed during this time period, please provide an explanation on when and how it changed for each separate time period.
25. Identify all employees in the Matawan Police Department who have retired, the position from which they retired and the date of their retirement from 2008 to present.
26. Identify all employees in the Matawan Police Department who attended classes at Monmouth County Police Academy from 2008 to present including the name of each class attended and the dates each class was attended.
27. Identify classes attended by patrol officers in the Matawan Police Department from 2008 to present including the name of the patrol officer who attended the class, name of each class attended and the dates each class was attended.
28. Identify all grievances filed by Plaintiff or on Plaintiff's behalf from 2008 to present.
29. Describe the result of Plaintiff's grievances in or around August 2012 including an explanation as to how the grievances were investigated, including who performed the investigation and what employees if any were interviewed.
30. State whether Plaintiff's job responsibilities were ever changed or modified in any way during her employment with Defendant.
31. For each such change or modification, state the following:

- a) describe the change or modification;
- b) the date of the change or modification and the reasons for it;
- c) the names, job titles, current employment statuses, last known address, and last known telephone numbers of all persons involved in the decision making process and the nature and extent of their involvement in the decision; and
- d) the criteria used in making the decision.

32. Describe in detail each and every meeting, conversation or exchange of information that occurred beginning in the year 2008 at which any agent or employee of the Defendant discussed Plaintiff's job performance and/or employment including the following:

- (a) the date on which each such conversation, meeting or exchange of information took place;
- (b) the name, last known address, last known telephone number job title and current employment status of each person that was present;
- (c) the subject matter of the discussion;
- (d) what action was taken, if any;
- (e) what method of recording the meeting was used, if any;
- (f) attach hereto a copy of each and every document and/or recording in support of the response to this Interrogatory.

33. State whether any person other than the Plaintiff has ever raised a complaint of discrimination against any other employee of Defendant since 2008. If so, state the following:

- (a) the name, last known address, last known telephone number, job title and current employment status of each such individual;
- (b) the date of the complaint;
- (c) a description of the nature of the complaint;
- (d) if the complaint was investigated;
- (e) true and accurate copies of any and all documents relating to any and all such complaints.

34. State whether any person other than the Plaintiff has ever raised a complaint of hostile work environment against any other employee of Defendant since 2008. If so, state the following:

- (a) the name, last known address, last known telephone number, job title and current employment status of each such individual;
- (b) the date of the complaint;
- (c) a description of the nature of the complaint;
- (d) if the complaint was investigated;
- (e) true and accurate copies of any and all documents relating to any and all such complaints.

35. State whether any person ever raised a complaint of disparate treatment against any other employee of Defendant since 2008. If so, state the following:

- (a) the name, last known address, last known telephone number, job title and current employment status of each such individual;
- (b) the date of the complaint;
- (c) a description of the nature of the complaint;
- (d) if the complaint was investigated;
- (e) true and accurate copies of any and all documents relating to any and all such complaints.

36. State whether Defendant claims Plaintiff made any declaration against interest regarding this matter. If yes, state:

- (a) the date the declaration against interest was made;
- (b) where and to whom the declaration against interest was made;
- (c) the circumstances under which the declaration against interest was made;
- (d) all witnesses to the declaration against interest;
- (e) whether the declaration against interest was recorded in any manner; and
- (f) the complete substance of the declaration against interest stating as specifically as possible what was said and attach hereto any and all documents supporting said declaration against interest.

37. State whether Defendant claims Plaintiff made any admission regarding this matter. If yes, state:

- (a) the date the admission was made;
- (b) where and to whom the admission was made;
- (c) the circumstances under which the admission was made;
- (d) all witnesses to the admission;
- (e) whether the admission was recorded in any manner; and
- (f) the complete substance of the admission stating as specifically as possible what was said and attach hereto any and all documents supporting said admission.

38. State whether plaintiff ever received any reprimands and/or negative evaluations from any supervisor from 2008 to present.

39. If the answer to the preceding interrogatory is yes, state the name of the supervisor, the nature of the reprimand and/or evaluation and if in writing attach a copy, if oral state the date of the reprimand.

DIFRANCESCO, BATEMAN, COLEY, YOSPIN
KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.
15 Mountain Boulevard
Warren, NJ 07059
908-757-7800
Attorneys for Plaintiff, Jennifer Paglia

JENNIFER PAGLIA,

Plaintiff,

-vs-

BOROUGH OF MATAWAN; MATAWAN
POLICE DEPARTMENT; JASON GALLO,
THOMAS FALCO, JR, and JOHN DOE(s) 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MONMOUTH COUNTY
DOCKET NO.: MON-L-4077-13

Civil Action

**CERTIFICATION TO PLAINTIFF'S
FIRST SET OF INTERROGATORIES**

I 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.

I hereby certify that the contents of any documents annexed hereto are exact copies of the entire documents, that the existence of other documents requested herein are unknown to me, and if such become later known or available, I shall serve them promptly on the propounding party.

By: _____

Title: _____

Dated: _____

DIFRANCESCO, BATEMAN, COLEY, YOSPIN
KUNZMAN, DAVIS, LEHRER & FLAUM, P.C.
15 Mountain Boulevard
Warren, NJ 07059
908-757-7800
Attorneys for Plaintiff, Jennifer Paglia

JENNIFER PAGLIA,

Plaintiff,

-vs-

BOROUGH OF MATAWAN; MATAWAN
POLICE DEPARTMENT; JASON GALLO,
THOMAS FALCO, JR, and JOHN DOE(s) 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MONMOUTH COUNTY
DOCKET NO.: MON-L-4077-13

Civil Action

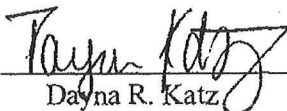
**PLAINTIFF'S FIRST DEMAND FOR
PRODUCTION OF DOCUMENTS**

TO: Borough of Matawan
201 Broad Street
Matawan, NJ 07747

SIRS:

Pursuant to R. 4:18 of the New Jersey Court Rules, Plaintiff hereby demands that, within 30 days, the Defendants produce each of the documents specified below at the offices of DiFrancesco, Bateman, Coley, Yospin, Kunzman, Davis & Lehrer, P.C., 15 Mountain Boulevard, Warren, New Jersey 07059. This Request for Production is continuing in nature, and any document obtained or discovered subsequent to production that should or would have been produced had it been available or had its existence or relevance been known should be supplied forthwith.

DiFrancesco, Bateman, Coley, Yospin,
Kunzman, Davis, Lehrer & Flaum, P.C.

By: 
Dayna R. Katz

Dated: October 29, 2013

DEFINITIONS

1. As hereinafter used, "document" shall include all material on the subject matter of the request whether originated or received by Defendants and shall be deemed to refer to, inter alia, correspondence regardless of form, whether in hardcopy or electronic format, emails, text messages, records, reports, memoranda, directives, notes, receipts, manuals, notebooks, books of account, checks, drafts, working papers, photographs, negatives, blueprints, drawings, surveys, logs, diary, files, forms, tabulations, tapes, discs, wire recording, transcripts, and any other writing, regardless of the manner in which produced, whether handwritten, typed, printed, computer generated or produced by any other process. With respect to the receipt of such documents, all sources are intended to be encompass, including, but not limited to, Defendants, other parties to the litigation, and any other person, firm or corporation or governmental entity who has communicated with Defendants on the subject matter covered by the lawsuit or the request in question. The term "document" also includes any information or communication, including text messages and electronic mail (e-mail), whether stored, carried, or in transit electronically, on any of the following, without limitation: computer equipment, laptop equipment, cloud networks, internet, company server networks, internal or external hard drives, back-up drives, flash drives, back-up tapes, DVDs, CDs, email servers, back-up servers, archive servers, or any other device whatsoever, and wherever located, regardless of the technology, media, or location, which can be retrieved and printed or provided in other material form, including Word, WordPerfect or .PDF.

Each request for a document or documents shall be deemed to call for the production of the original document or documents to the extent that they are in or subject, to the control of the Defendants, directly or indirectly. In addition, each request should be considered as including all copies and, to the extent applicable, preliminary drafts of documents which, as to content, differ in any respect from the original or final draft, or from each other (e.g., by reason of handwritten notes or comments having been added to one All documents referring to, relating to or evidencing the a document but not on the original). Any electronic documents must be unencrypted, with the encryption keys managed and preserved by you, and the electronic documents must be in a format that is easily readable, a provided above.

2. The term "all documents" means every document, as defined in paragraph 1 above which can be located, discovered or obtained by reasonably diligent efforts, including, without limitation, all documents possessed by: (a) you or your counsel, or (b) any other person or entity from whom you can obtain such documents by request or which you have a legal right to bring within your possession by demand.

3. If your response to any part of this request is that the documents are not in your possession or custody, describe in detail the unsuccessful efforts you made to locate the records.
4. If your response is that the documents are not in your control, identify who has control and the location of the records.
5. If a request for production seeks a specific document or any itemized category which is not in your possession, custody or control, provide any documents you have that contain all or part of the information contained in the requested document or category.
6. If any request for documents is deemed to call for the production of privileged or work product materials and such privilege or work product is asserted, provide the following information:
 - a. The reason for withholding the document;
 - b. A statement of the basis for the claim of privilege, work product or other ground of non-disclosure;
 - c. A brief description of the document including:
 - (i) The date of the document;
 - (ii) Number of pages, attachments and appendices;
 - (iii) The names of its author, authors or preparers and identification by employment and title of each such person;
 - (iv) The name of each person who was sent or shown blind or carbon All documents referring to, relating to or evidencing the document, or has had access or custody of the document, together with an identification of each such person;
 - (v) The present custodian; and
 - (vi) The subject matter of the document, and in the case of any document relating or referring to a meeting or conversation, identification of such meeting or conversation.
7. If any document requested herein was at one time ~~in~~ existence, but has been lost, discarded or destroyed, identify each such document and provide the following information:
 - a. The date or approximate date it was lost, discarded or destroyed;

- b. The circumstances and manner in which it was lost, discarded or destroyed;
 - c. The reason or reasons for disposing of the document (if discarded or destroyed);
 - d. The identity of all persons authorizing or having knowledge of the circumstances surrounding the disposal of the document;
 - e. The identity of the person(s) who lost, discarded or destroyed the document; and
 - f. The identity of all persons having knowledge of the contents thereof.
8. "Identify," "identification," and "identify" as used herein mean:
- a. With respect to a document:
 - (I) The type of document, whether a letter, memorandum, report, agreement, recording, notation, etc.;
 - (ii) Any caption, heading and/or date shown on the face of the document;
 - (iii) The identity of each individual who originated, initialed, signed, authored, prepared or received (and if the same was done on behalf of any person, the identity of each such person), or is in any way referred to in the document;
 - (iv) The number of pages if written or the approximate size or length if recorded; and
 - (v) The general subject matter of the document.
 - b. With respect to a natural person, his:
 - (I) Full name;
 - (ii) Occupation and employer, if any;
 - (iii) Business and home address; and
 - (iv) Business and home telephone number.
 - c. With respect to an entity:

- (I) Its full name;
- (ii) The jurisdiction under those laws it was organized;
- (iii) Its principal office address and telephone number; and
- (iv) Its principal officers or member known to you.

9. The term "personnel file," as used herein, shall include any and all records maintained either in the normal course of business or for any special purpose with respect to the application, course of employment, and termination of any employee of Defendant, and specifically includes applications, disciplinary notices, performance evaluations, employment histories or summaries, records of residential addresses and telephone numbers, termination notices, job assignment or classification records, compensation and other similar records. For purposes of this request, the term "personnel record" need not include records of medical benefits, condition, or claims; designations of, or changes in, beneficiary; garnishments; income tax records; or insurance benefits, except as pertaining to Plaintiff's records.
10. If any document is withheld under a claim of privilege or other protection, please provide all of the following information with respect to any such document, so as to aid the Court and the parties hereto in determining the validity of the claim of privilege or other protection:
- a. The identity of the person(s) who prepared the document and who signed the document, and over whose name it was sent or issued;
 - b. The identity of the person(s) to whom the document was directed;
 - c. The nature and substance of the document, with sufficient particularity to enable the Court and the parties thereto to identify the document;
 - d. The date of the document;
 - e. The identity of the person(s) who has (have) custody of, or control over, the document and each copy thereof;
 - f. The identity of each person to whom all documents referring to, relating to or evidencing the document was furnished;
 - g. The number of pages of the document;
 - h. The basis on which any privilege or other protection is claimed;

- i. Whether any non-privileged or non-protected matter is included in the document.

DEMANDS TO PRODUCE

1. All documents referring to, relating to or evidencing the personnel file, disciplinary file and internal affairs file, of Plaintiff Jennifer Paglia from 2008 to present.
2. All documents referring to, relating to or evidencing the salary history of Plaintiff Jennifer Paglia from 2008 to present.
3. All documents referring to, relating to or evidencing any Employment Agreement between Plaintiff and Defendants from 2008 to present.
4. All documents referring to, relating to or evidencing the Employee Policy(s) Manuals in effect in the Borough of Matawan and Matawan Police Department and any and all amendments or changes to the Employee Policy Manual from 2008 to present.
5. All documents referring to, relating to or evidencing the performance reviews of Plaintiff from 2008 to present.
6. All documents referring to, relating to or evidencing Plaintiff's job description and any changes to Plaintiff's job description from 2008 to present.
7. All documents referring to, relating to or evidencing all written notices given by any of the Defendants to Plaintiff concerning her job title, job description, and any changes to Plaintiff's job description from 2008 to present.
8. All documents referring to, relating to or evidencing all reprimands issued to Plaintiff by any of the Defendants from Plaintiff's date of hire to the present.
9. All documents referring to, relating to or evidencing all written warnings issued to Plaintiff by any of the Defendants from 2008 to present.

10. All documents referring to relating to or evidencing any Matawan Police Department's Internal Affairs investigations whether founded or unfounded related in any way to Plaintiff Jennifer Paglia from 2008 to present.
11. All documents referring to relating to or evidencing any complaints or grievances filed by Jennifer Paglia or on her behalf from her date of hire to present.
12. All documents referring to relating to or evidencing any investigations of Plaintiff Jennifer Paglia from 2008 to present.
13. All documents referring to, relating to or evidencing the Borough of Matawan and/or the Matawan Police Department's anti-discrimination policy from 2008 to present.
14. All documents referring to, relating to or evidencing the Borough of Matawan and/or the Matawan Police Department's anti-harassment policy from 2008 to present.
15. All documents referring to, relating to or evidencing the Borough of Matawan and/or the Matawan Police Department's anti-retaliation policy from 2008 to present.
16. All documents referring to, relating to or evidencing the Borough of Matawan and/or the Matawan Police Department's policy regarding employee complaint process to report discrimination, harassment and/or retaliation from 2008 to present.
17. All documents in your possession, custody or control referring to, relating to or evidencing statements taken from or received by witnesses in connection with the investigation of Plaintiff's complaint to Internal Affairs in 2012 regarding the memorandums in her personnel file.
18. All documents referring to, relating to or evidencing notes, emails, other electronic communications, or tape recordings of any investigation or the results thereof of Plaintiff's complaint in 2012 regarding the memorandums in her personnel file.

19. All documents in your possession, custody or control referring to, relating to or evidencing statements taken from or received by witnesses in connection with the investigation of Plaintiff's complaint in 2012 regarding harassment and disparate treatment.
20. All documents referring to, relating to or evidencing notes, emails, other electronic communications, or tape recordings of any investigation or the results thereof of Plaintiff's complaint in 2012 regarding harassment and disparate treatment.
21. All documents in your possession, custody or control referring to, relating to or evidencing statements taken from or received by witnesses in connection with the investigation of Plaintiff's complaint in 2012 regarding failure to promote.
22. All documents referring to, relating to or evidencing notes, emails, other electronic communications, or tape recordings of any investigation or the results thereof of Plaintiff's complaint in 2012 regarding failure to promote.
23. All documents referring to, relating to or evidencing any investigation report(s) of all complaints made by Plaintiff from 2008 to present.
24. All documents in your possession, custody or control between management concerning Plaintiff's performance of her job functions relative to other employees from 2008 to present.
25. All documents concerning, referring or relating to, or otherwise constituting, any charge or complaint of discrimination or retaliation filed against any of the Defendants by any local, state or federal agency in the past five years.
26. All documents concerning, referring or relating to, or otherwise constituting, communications between any of the Defendants and any local, state or federal agency relating to Plaintiff's employment with Defendants from 2008 to present.

27. All documents concerning, referring or relating to, or otherwise constituting, communications between Defendant Borough of Matawan and its agents, attorneys or other persons acting on its behalf, on the one hand, and any local, state or federal agency, on the other hand, that relate to any matters encompassed in the Complaint from 2008 to present.
28. All documents concerning, referring or relating to, or otherwise constituting, communications between Defendant Matawan Police Department and its agents, attorneys or other persons acting on its behalf, on the one hand, and any local, state or federal agency, on the other hand, that relate to any matters encompassed in the Complaint from 2008 to present.
29. All documents including but not limited to electronic communications, text messages, and emails concerning, referring or relating to any communications by any of the Defendants regarding any of the allegations by Plaintiff as set forth in the complaint.
30. All documents concerning, referring or relating to any sworn testimony by any representative of Defendants given in the past five (5) years relating to claims against Defendants for retaliation, hostile work environment, disparate treatment, or discrimination within the last five years. This request includes but is not limited to deposition transcripts, hearing transcripts, trial transcripts, affidavits, declarations and/or certifications.
31. All documents concerning, referring or relating to any lawsuits, demands for arbitration or government agency claims or charges filed anywhere in the United States against any of the Defendants in the past five (5) years claiming:
 - (a) retaliation
 - (b) harassment
 - (c) hostile work environment
 - (d) discrimination
32. All documents concerning, referring or relating to any internal complaints of retaliation, discrimination, hostile work environment, discrimination or disparate treatment based on protected status made by other employees of Defendant Borough of Matawan and/or Matawan Police Department within the last five (5) years.

33. All e-mails concerning, referring or relating to Plaintiff's employment with Defendants from 2008 to present.
34. All documents contained in Jason Gallo's personnel file from 2008 to present.
35. All documents contained in Thomas Falco Jr.'s personnel file from 2008 to present.
36. All documents concerning, referring to or relating to promotions/assignments or denial of promotions to Plaintiff from 2008 to present.
37. All documents concerning, referring or relating to any communication by and between Defendant Borough of Matawan employees or representatives relating to the allegations in the Complaint from 2008 to present.
38. All documents concerning, referring or relating to any communication by and between Defendant ~~Matawan Police Department~~ employees or representatives relating to the allegations in the Complaint from 2008 to present.
39. All documents Defendants identified, referred to, used or relied upon in answering Plaintiff's First Set of Interrogatories.
40. The resume, curriculum vitae or other written credentials for any expert witness(es) whom Defendants have retained at any time in connection with this action.
41. All reports or other written documents prepared by any expert retained by Defendants or on Defendants' behalf in connection with this action.
42. All documents concerning, referring, or relating to, or otherwise constituting, any communication with any person regarding the subject matter of this litigation.
43. All audio recordings of any communications Defendants have had with current and/or former employees of Defendant Borough of Matawan relating to the allegations of the complaint.

44. All documents demonstrating that Defendants placed litigation hold on all electronic communications on or before the date of the original complaint.
45. All documents relating to promotions received by any employee of the Matawan Police Department from 2008 to present.
46. All documents demonstrating the process for promotion to Sergeant in the Matawan Police Department from 2008 to present.
47. All documents relating to retirements by any employee of the Matawan Police Department from 2008 to present.
48. All documents concerning, referring or relating to Plaintiff's job duties from 2008 to present.
49. All documents concerning, referring or relating to any removal and/or change to Plaintiff's job duties from 2008 to present.
50. All documents concerning, referring or relating to who assigns job duties from 2008 to present.

