

7100-J  
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Attorneys for Plaintiff, George Field

REC'D  
AUG 04 2009

GEORGE FIELD	:	SUPERIOR COURT OF NEW JERSEY
	:	MERCER COUNTY
	:	LAW DIVISION
Plaintiff	:	
v.	:	DOCKET NO. L-002449-07
	:	
TOWNSHIP OF ROBBINSVILLE, FORMERLY	:	
KNOWN AS TOWNSHIP OF WASHINGTON,	:	
MAYOR DAVID FRIED, MARY CAFFREY	:	
and JOHN DOES I-40	:	<b>SECOND AMENDED COMPLAINT,</b>
Defendants	:	<b>CERTIFICATION PURSUANT TO</b>
	:	<b>R.4:5-1, DESIGNATION OF</b>
	:	<b>TRIAL COUNSEL, AND DEMAND</b>
	:	<b>FOR A JURY TRIAL</b>

The plaintiff George Field, by way of Complaint against defendants, says that:

*COUNT I*

1. Plaintiff George Field resides at 7 Cranbrook Road, Hamilton Square, New Jersey, whose date of birth in May 15, 1947.

2. Defendant Township of Robbinsville formerly known as Township of Washington is a public entity in the County of Mercer, State of New Jersey.

3. Plaintiff began employment with the defendant on January 4, 1996 in the Road Department.

4. In March 1996, plaintiff was made the Supervisor of Public works of the Township of Washington.

5. In 2001, plaintiff was named Superintendent of Public Works by the defendant.

6. Plaintiff underwent bladder surgery in 2003, and returned to full duty work with the defendant thereafter.

7. In April 2005, plaintiff notified defendant that he would require an additional surgery, but continued to work as Superintendent of Public Works for the defendant.

8. Plaintiff was scheduled to have surgery July 21, 2005.

9. On July 20, 2005, plaintiff met with the defendants Mayor David Fried and Mary Caffrey, who claimed his position was being evaluated.

10. Plaintiff had surgery on July 21, 2005.

11. On the following day, plaintiff was advised that when he returned to work, after medical leave, plaintiff's foreman will be in charge.

12. In October 2005, plaintiff spoke with Mayor Fried, who advised that when he was done with his medical leave to give him a call.

13. Plaintiff called Mayor Fried before Thanksgiving and asked to meet with him about his return to work.

14. Plaintiff called Mayor Fried and Mary Caffrey and advised that he had a surgery scheduled for December 1, 2005, and that he would be ready to return to work December 12, 2005.

15. For some unknown reason, plaintiff was advised not to "talk to anyone about this."

16. Plaintiff bumped into his secretary at a Coles store and gave her clothing receipts and asked to have them submitted for him.

17. As pretext for discrimination based upon his age, disability and/or perceived

disability, plaintiff received a call from Mary Caffrey and Mark Rosselli, Esquire, terminating his employment on the basis that he allegedly did not follow orders.

18. Plaintiff's duties were assumed by another Township of Washington employee, Dino, who is substantially younger than the plaintiff.

19. Plaintiff was discriminated against by defendants within the meaning of the New Jersey Law Against Discrimination ("LAD"), N.J.S.A. 10:5-1 et seq., and was wrongfully terminated by the defendant on the basis of his age, his disability or medical leave, and/or a perceived handicap in violation of the LAD.

20. As a result of the foregoing discriminatory conduct by defendants in violation of the New Jersey Law Against Discrimination ("LAD"), N.J.S.A. 10:5-1 et seq., plaintiff has suffered and will continue to suffer injury and damage to his reputation, emotional distress, humiliation, the loss of past, present and future earnings and benefits.

21. The conduct of the defendant was egregious and outrageous with actual malice, or was willful and wanton acts with knowledge of a high degree of probability of harm to another and reckless indifference to the consequences of such act to plaintiff and his family, sufficient to give rise to a claim for punitive damages.

22. The decision to terminate plaintiff was made by the high level management of defendant is liable for punitive damages.

23. Defendants David Fried and Mary Caffrey's conduct gives rise to liability for aiding and abetting under N.J.S.A. 10:5-12e.

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**WHEREFORE**, the plaintiff demands judgment against defendants for compensatory

damages, punitive damages, interest, cost of suit, attorney's fees, such other relief as the Court deems equitable and just.

### *COUNT II*

24. Plaintiff repeats and incorporates all allegations previously set forth in the Complaint as if more fully set forth herein.

25. Defendant breached their contract of employment with the plaintiff and/or an implied contract with the plaintiff by terminating plaintiff in violation of defendant's own policy.

26. As a result of the foregoing discriminatory conduct by defendant, plaintiff has suffered and will continue to suffer injury and damage to his personal and professional reputation, emotional distress, humiliation, the loss of past, present and future earnings and benefits, as a direct result of the foregoing conduct by defendants.

27. The conduct of the defendant was egregious and outrageous with actual malice, or was willful and wanton acts with knowledge of a high degree of probability of harm to another and reckless indifference to the consequences of such act to plaintiff, sufficient to give rise to a claim for punitive damages.

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

### *COUNT III*

~~28. Plaintiff repeats and incorporates all allegations previously set forth in the Complaint as if more fully set forth herein.~~

29. Defendants John Does 1-10 are fictitious names for individuals, partnerships, corporations and/or entities which employed plaintiff at the time of the incident described above.

30. Defendants John Does 11-20 are fictitious names for individuals which were employees of defendants and who discriminated against the plaintiff on the basis of his age, disability or a perceived handicap and/or disability.

31. Defendants John Does 21-30 are fictitious names for individuals which were employees of defendants who made the decision to terminate the plaintiff.

32. Defendants John Does 31-40 are fictitious names for individuals, partnerships, corporations and/or entities which employed Fried and Caffrey at the time of the incident described above

33. As a result of the foregoing conduct by defendants John Does 1-40, plaintiff was discriminated against due to his age, disability or perceived disability in violation of the I.A.D, and breached the contract or implied contract with plaintiff. Plaintiff has suffered and will continue to suffer injury and damage to his personal and professional reputation, emotional distress, humiliation, the loss of past, present and future earnings and benefits, as a direct result of the foregoing conduct by defendants.

*WHEREFORE* plaintiff demands judgment against defendants John Does 1-40 for compensatory damages, punitive damages, interest, cost of suit, attorney's fees, such other relief as the Court deems equitable and just.

~~CERTIFICATION PURSUANT TO RULE 4.5-1~~

1. The matter in controversy is not the subject matter of any other action pending in

any Court or of a pending arbitration proceeding.

- 2. Another action or arbitration proceeding is not contemplated.
- 3. The names and addresses of any other party who should be joined in the action

are: None.

***NOTICE OF DESIGNATION OF TRIAL COUNSEL***

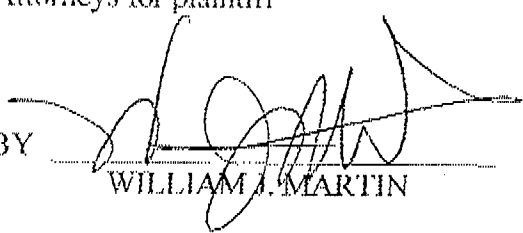
*PLEASE BE NOTIFIED* that pursuant to 4:25-4, William J. Martin, Esquire is hereby designated a trial counsel in the above-captioned litigation.

***JURY DEMAND***

*DEMAND* is hereby made for a trial by jury as to all issues.

Respectfully submitted,  
MARTIN, GUNN & MARTIN, P.A.  
A Professional Association  
Attorneys for plaintiff

BY

  
WILLIAM J. MARTIN



# OPRA Request

## Township of Robbinsville

*Submitted on 05/14/10 via E-Mail to MicheleS@robbinsville-twp.org*

**To the Custodian of Records:** Please accept this as my request for government records. Please note that the Open Public Records Act (OPRA) is not the only basis for my request. I claim entitlement to the records sought under both OPRA and the Common Law right of access.

**Requestor's Name:** John Paff  
**Address:** DO NOT use regular mail either for replying to this request or or sending me the responsive records.  
**Please use e-mail or fax instead.**  
**Phone:** 732-873-1251  
**FAX:** 908-325-0129  
**E-Mail:** paff@pobox.com

### BACKGROUND

On March 22, 2010, I submitted an OPRA request for the settlement agreement arising out of George Field v. Township of Washington (Robbinsville), Docket No. L-2449-07. On March 24, 2010, Deputy Township Clerk Beth Dupnak informed me that the settlement agreement "does not exist therefore this is denied as per NJSA 47:1A-1.1." I am informed that a settlement agreement may have been entered into since the date of Ms. Dupnak's response.

### RECORDS REQUESTED

A copy of the agreement that sets forth the terms and amount of settlement, i.e. The "settlement agreement" of George Field v. Township of Washington (Robbinsville), Docket No. L-2449-07.

Subject: OPRA Request-Field Litigation  
From: "Beth Dupnak" <bethd@robbinsville-twp.org>  
To: "John Paff" <paff@pobox.com>  
Cc: <micheles@robbinsville-twp.org>

Dear Mr. Paff:

In response to your records request dated 5/14/10, I have been informed by Mitch Jacobs the consulting attorney for this case that the settlement agreement has not been formalized, presented or approved by the Township Council as of yet. Therefore your request for records has been denied as per NJSA 47:1-A-1.1 as no such document exists. If you have any further questions please feel free to contact me.

Thank You,

Beth Dupnak  
Deputy Township Clerk

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