

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into as of this 26th day of NOVEMBER, 2008, between GERALDINE ROCK (referred to herein as "Rock"), on the one hand, and VOORHEES TOWNSHIP (referred to herein as "Voorhees"), on the other hand.

By means of this Agreement, Rock intends to fully and unconditionally release any and all claims she, her heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against Voorhees and each of its affiliates, predecessors, successors, parents, subsidiaries, divisions, assigns, officers, directors, shareholders, representatives, employees, former employees, attorneys, consultants and agents, including, but not limited to Lt. Louis Bordi (collectively referred to as "Releasees"), the remaining terms of which Agreement are now fully set forth in Paragraphs 1 through 19 below.

I. Consideration

In consideration of the payment of Forty Thousand Dollars and no cents (\$40,000.00) to Rock, Rock gives the releases, covenants, representations, and warranties stated herein. Rock shall seek nothing further from Voorhees including any other payment or benefits. Rock further agrees that she is owed or entitled to nothing further from Voorhees by way of compensation or benefits, other than a continuation of Temporary Disability Benefits as discussed in Section III below. Payment of the aforementioned \$40,000.00 shall be made within thirty (30) days of the execution of this Agreement in the form of two checks. One check shall be made payable to the Law Firm of Alan H. Schorr & Associates, P.C. in the amount of \$21,567.50. One check shall be made payable to Geraldine Rock in the amount of \$18,432.50.

II. Covenant Regarding Disability Retirement

The parties acknowledge that Ms. Rock will be pursuing a disability retirement with the New Jersey Division of Pensions and Benefits. Voorhees will not oppose Ms. Rock's application for a disability retirement and shall cooperate in providing all forms and information necessary for the processing of Ms. Rock's application. Ms. Rock acknowledges that the determination of her entitlement to disability retirement rests with the New Jersey Division of Pensions and Benefits and not Voorhees. The further performance of Rock's obligations under this Agreement, specifically the termination of her employment with Voorhees, is expressly not conditioned upon whether the New Jersey Division of Pensions and Benefits approves her disability retirement.

III. Covenant Regarding Rock's Entitlement to Temporary Disability Benefits

The parties acknowledge that Rock is currently receiving Temporary Disability Insurance Benefits from Voorhees in connection with a disability leave which commenced on August 14, 2008. Rock shall be entitled to a continuation of her disability benefits under the terms and provisions of the Voorhees Temporary Disability Insurance Benefits Program until the exhaustion of the same. It is anticipated that Ms. Rock's temporary disability benefit leave will be exhausted as of February 6, 2009. Ms. Rock's continuation of benefits under the Voorhees

Temporary Disability Insurance Benefits Program shall be subject to all the terms and conditions of the same, including, but not limited to, providing medical documentation evidencing her disability.

IV. Covenant Regarding the End of Rock's Employment

Rock's employment with Voorhees shall end concurrent with the date that her temporary disability benefits will be exhausted, anticipated by the parties to be February 6, 2009. Rock hereby agrees that her employment with Voorhees is ended and that, due to irreconcilable differences with Voorhees, she will not seek reinstatement or reemployment with Voorhees. Rock further agrees that this Agreement is good and sufficient cause for Voorhees to reject any application for employment, reinstatement or reemployment submitted by Rock.

V. Covenants of Voorhees Township

Voorhees shall rescind that disciplinary action resulting from Ms. Rock's leave of absence occurring from October 19, 2007 to October 26, 2007. Voorhees shall further remove those documents identified on Schedule "A" attached hereto from Ms. Rock's personnel file and maintain the same in a separate legal file. With respect to any future inquiries from prospective employers, the Voorhees Township Human Resources Department shall provide information related solely to Ms. Rock's length of service at Voorhees Township and her ending salary. Ms. Rock shall further be provided with a letter in the form attached hereto as Schedule "B" regarding her service with Voorhees Township.

VI. Covenant To Not Pursue Legal Action and to Dismiss Litigation

Rock hereby agrees that she shall not take any action against any individual or entity, including Voorhees, based upon her period of employment with Voorhees or the circumstances surrounding the end of her employment with Voorhees. Rock further agrees that she shall dismiss (or cause to be dismissed) with prejudice and without costs her claim against Voorhees filed with the Superior Court of New Jersey, Camden County, and subsequently removed to the United States District Court for the District of New Jersey under caption of Geraldine Rock v. Voorhees Township Police Department, et al.; Docket Number 08-cv-1385 (the "Lawsuit").

VII. General Release

Rock hereby knowingly and voluntarily releases and forever discharges the Releasees, collectively, separately, and severally, from any and all state or federal claims, causes of action, and liabilities of every type and description whatsoever, including, but not limited to, any claims alleging any violation of:

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

- The Americans with Disabilities Act of 1990, as amended;
- The Age Discrimination in Employment Act of 1967, as amended;
- The Workers' Adjustment and Retraining Notification Act, as amended;
- The Occupational Safety and Health Act, as amended;
- The Family Medical Leave Act;
- The New Jersey Law Against Discrimination;
- The New Jersey Family Leave Act;
- The New Jersey State Wage and Hour Law;
- The New Jersey Conscientious Employee Protection Act;
- The New Jersey Equal Pay Law;
- Any other federal, state or local civil or human rights law or any other local, state or federal law, regulation or ordinance;
- Any public policy, contract, tort or common law; or
- Any allegation for costs, fees or other expenses including attorney's fees incurred,

that she, her heirs, administrators, executors, personal representatives, beneficiaries, and assigns may have against Releasees for compensatory or punitive damages or other legal or equitable relief of any type or description. This release does not pertain to claims arising under the Workers' Compensation Act. Both parties retain their rights with respect to any claims arising under the Workers' Compensation Act.

VIII. Release Include Unknown Claims

A. Rock understands and agrees that the Released Claims are intended to and do include any and all claims of every nature and kind whatsoever (whether known, unknown, suspected, or unsuspected and whether pursuant to any law or cause of action presently in effect or which may be enacted or created in the future) which she has or may have against the Releasees, individually or collectively.

B. Rock further acknowledges that she may hereafter discover facts different from or in addition to those which she now knows or believes to be true with respect to the Released Claims and agrees that, in such event, this Agreement shall nevertheless be and remain effective in all respects, notwithstanding such different or additional facts, or the discovery thereof.

C. Rock represents and acknowledges (i) that she has conducted whatever investigation was deemed necessary by her and her attorneys to ascertain all facts and matters related to this Agreement; (ii) that she has consulted with and received advice from legal counsel concerning this Agreement; and (iii) that she is not relying in any way on any statement or representation by Voorhees or its attorneys, except as expressly stated herein, in reaching her decision to enter into this Agreement.

IX. No Assignment or Transfer of Released Claims

Rock represents and warrants that as of the Effective Date, Rock has not assigned, transferred, or hypothecated, or purported to assign, transfer, or hypothecate, to any person, firm, corporation, association, or entity whatsoever any of the Released Claims. Rock hereby agrees to

indemnify and hold harmless Releasees against, without limitation, any and all rights, claims warranties, demands, debts, obligations, liabilities, costs, expenses (including attorneys' fees), causes of action, and judgments based on, arising out of, or connected with any such transfer, assignment, or hypothecation, or purported transfer, assignment, or hypothecation.

X. No Admission of Liability

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

XI. Indemnification

Rock understands and agrees that Voorhees has not withheld any amount from the agreed upon payment made pursuant hereto for federal, state, or local taxes or other withholdings. Rock hereby agrees to indemnify and hold Releasees harmless with respect to all damage, loss, liability, or expense, including penalties, interests, and attorneys' fees, arising out of any actions, suits, proceedings, demands, judgments, or other loss resulting from any action, of any nature whatsoever, to require any of the Releasees to pay any such taxes or other withholdings which arise from the payment made hereunder.

XII. Modification

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

XIII. Severability

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

XIV. Attorneys' Fees, Costs and Expenses

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

XV. Consultation with Counsel

Rock acknowledges that she has been afforded adequate time to consider this Agreement and General Release. Rock further acknowledges that Voorhees has not placed any time limitation on Rock's execution and return of this Agreement. Voorhees encourages Rock to consult with counsel prior to signing this agreement. Rock further acknowledges by her signature

below that he has been advised to consult with counsel prior to the execution of this Agreement and General Release.

XVI. Entire Agreement

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

XVII. Understanding

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

XVIII. Applicable Law and Mutual Submission to Jurisdiction

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

XIX. Counterparts Acceptable

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

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

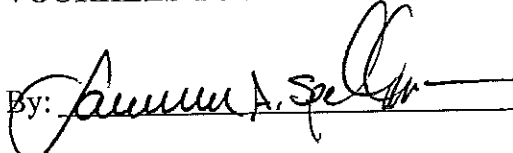
GERALDINE ROCK

Date: _____

Sworn to and subscribed to before me on
this ____ day of _____, 2008.

NOTARY PUBLIC

VOORHEES TOWNSHIP

By: 
Title: Administrator

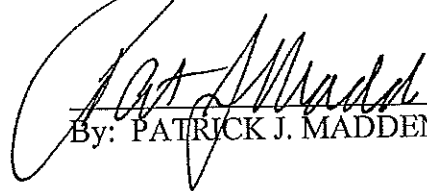
Date: 11/25/08

Sworn to and subscribed to before me on
this 25th day of November, 2008.


NOTARY PUBLIC

STEFANIE A. CAPONE
Notary Public of New Jersey
Commission Expires 12/28/2012

PREPARED BY:
MADDEN & MADDEN, P.A.


By: PATRICK J. MADDEN, ESQUIRE

below that he has been advised to consult with counsel prior to the execution of this Agreement and General Release.

XVI. Entire Agreement

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

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

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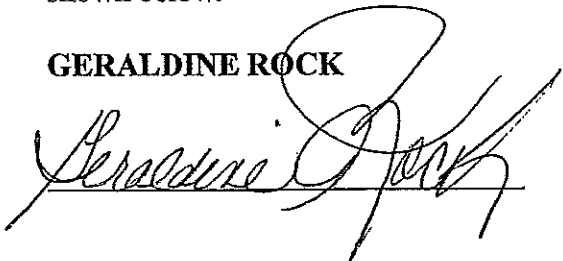
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This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

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

GERALDINE ROCK



Date: November 03, 2008

Sworn to and subscribed to before me on this 3rd day of November, 2008.

Nancy E. Ceresini
NOTARY PUBLIC

VOORHEES TOWNSHIP

NANCY E CERESINI
Notary Public - New Jersey
My Commission Expires June 23, 2009

By: _____

Date: _____

Title: _____

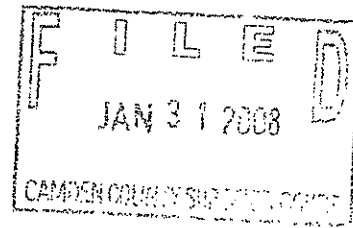
Sworn to and subscribed to before me on
this ____ day of _____, 2008.

NOTARY PUBLIC

PREPARED BY:
MADDEN & MADDEN, P.A.

By: PATRICK J. MADDEN, ESQUIRE

ALAN H. SCHORR, ESQUIRE
ALAN H. SCHORR & ASSOCIATES, P.C.
5 SPLIT ROCK DRIVE
CHERRY HILL, NEW JERSEY 08003
(856) 874-9090 FAX (856) 874-9080
schorrlawnj@aol.com
Attorneys for the Plaintiff



GERALDINE ROCK,

Plaintiff,

v.

VOORHEES POLICE DEPARTMENT;
LIEUTENANT LOUIS BORDI; JOHN
DOES 1-10: FICTITIOUS PERSONS
OR ENTITIES; JOINTLY,
SEVERALLY AND ALTERNATIVELY,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CAMDEN COUNTY

CIVIL ACTION

DOCKET NO.: L653-08

COMPLAINT

The Plaintiff, Geraldine Rock, residing in Williamstown, New Jersey, by way of Complaint against the Defendants, states as follows:

FACTS COMMON TO ALL CAUSES OF ACTION

1. Upon information and belief, Defendant Lieutenant Louis Bordi ("Lt. Bordi") is the supervisor of Technology Unit, Communications Division and Records Bureau at the Voorhees Police Department.
2. Upon information and belief, Lt. Bordi resides in Voorhees, New Jersey.
3. The Plaintiff Geraldine Rock ("Rock") has been employed by the Voorhees Police Department since January 1997. Throughout her employment, the Plaintiff has been a Police

Records Clerk and Police Dispatcher.

4. On February 27, 2007, the Plaintiff tripped and fell at work, injuring her left foot lateral cuneiform mid foot contusion and ankle anterior tibial EHL tendinopathy versus underlying bone contusions. The Plaintiff informed her employer of her workplace injury and she was sent to the Defendant Employer's worker's compensation physician. The Plaintiff subsequently filed a claim for worker's compensation benefits.
5. The Plaintiff's work-related injury caused her to have temporary disability work status.
6. The Plaintiff's physician updated her work restrictions weekly, which the Plaintiff kept the Defendants aware of.
7. The Plaintiff's physician restricted the Plaintiff from prolonged walking or standing and ordered that the Plaintiff should predominantly sit while working. Depending upon the Plaintiff's well-being, the physician updated the Plaintiff's restrictions regularly from either occasional or no bending, squatting, climbing, and kneeling.
8. Despite the physician's restrictions, the Defendants' refused to allow the Plaintiff to use the unisex Dispatcher restroom which was closest to her desk. Instead, she was told to use a women's restroom much further away. In response, on March 14, 2007, the Plaintiff's physician noted

that the Plaintiff should be allowed to use the lowest restroom, meaning the unisex Dispatcher bathroom.

9. Despite the requested reasonable accommodations, the Defendant refused to provide reasonable accommodations for the Plaintiff. The Defendant still required the Plaintiff to stand up to help patrons at the window upwards to twenty times a day. The Plaintiff was not permitted to use the Women's Restroom nor the nearby unisex Dispatcher restroom, and instead she was ordered her to use the Detective and Traffic Units Restroom, which only men used.
- 10.. In the beginning of April 2007, the Plaintiff, frustrated at the lack of reasonable accommodations, notified her worker's compensation insurance case worker that the Defendants failed to make reasonable accommodations in line with her physician's restrictions. The Plaintiff was told by the case worker that she would pass the complaints back to the Defendants.
11. Immediately following the Plaintiff's complaints of failure to reasonably accommodate, the Defendants began a swift and harsh systematic pattern of harassment and retaliation including, but not limited to, the following:
 - a. The Plaintiff was denied her regular overtime hours as a dispatcher. Prior to her complaint she averaged one day a month overtime, which was immediately and

permanently taken away.

- b. On April 17, 2007, the Plaintiff was given an unwarranted disciplinary notice, being unjustly charged with not complying with her physician's light duty restrictions; she was looking for a diamond that fell loose from her ring. The Plaintiff was not permitted to look for her diamond, and was wrongfully disciplined instead.
- c. The same day, the Plaintiff was given a second frivolous disciplinary notice for moving her computer monitor so that she could dust the area in order to prevent a dust induced asthma attack. While the monitor was temporarily moved, which she had advanced permission for, she received a disciplinary notice for allegedly violating orders.
- d. The Plaintiff's immediate supervisor and Lt. Bordi repeatedly refused to allow the Plaintiff to use the lunchroom to take her lunch and afternoon breaks, forcing her to remain at her desk, where she was often called upon to work through her breaks.
- e. The Plaintiff was suspended from December 3-5, 2007 for being out for a serious illness and/or injury, despite the fact that the Defendant approved her leave under her available FMLA time.

- f. The Plaintiff was still not permitted to use the Women's Restroom nor the nearby unisex Dispatcher restroom, and instead she had continued orders to use the Detective and Traffic Units Restroom, which only men used.
 - g. Lt. Bordi refused to permit the Plaintiff use the water cooler and insisted she bring her water from home.
 - h. Lt. Bordi restricted the Plaintiff from keeping a fan at her desk due to a "noise" complaint even though her fan was quiet and he was aware her fan kept her from becoming feverish from her asthma medications.
12. Throughout the course of the Plaintiff's employment, she has been able to perform her job functions effectively, with or without accommodations.

COUNT ONE: VIOLATION OF THE NEW JERSEY LAW AGAINST
DISCRIMINATION, N.J.S.A. 10:5-1, et seq.-
DISABILITY DISCRIMINATION

13. The Plaintiff repeats, realleges, and incorporates by reference each and every allegation contained in the previous paragraph and Count of this Complaint as if fully set forth herein.
14. In addition to her left foot and ankle injury, the Plaintiff also suffers from severe chronic cough syndrome caused by asthma and post-nasal drip syndrome, and a work-related injury for which she was labeled as temporarily disabled.

15. The Plaintiff was qualified and was satisfactorily performing her job duties.
16. The Plaintiff suffered retaliation as discussed above in the *Facts Common to All Causes of Action*, paragraph 11.
17. From October 19-23, 2007, the Plaintiff was in and out of the hospital for her work-related injury. While she was at the hospital, the Plaintiff suffered an asthma attack. She was released on or about October 23, 2007 with instructions to lay flat for three days due to having a spinal tap done. On October 25, 2007, Lt. Bordi sent the Plaintiff home from work because he felt she was too ill to be working. On October 26, 2007, the Plaintiff was still ill and she called out.
18. On November 1, 2007, a Preliminary Notice of Disciplinary Action charged the Plaintiff with chronic or excessive absenteeism because she was absent without authorized leave on October 19-26, 2007. However, the Plaintiff was sick and/or injured and the Defendant had approved her for FMLA time. The charge resulted in a 3-day suspension from December 3-5, 2007 for being sick and using her available FMLA time.
19. The Defendant Employer violated the Law Against Discrimination in that they refused to engage in an interactive process and refused to reasonably accommodate

the Plaintiff as required under the Law Against Discrimination.

20. The Defendant violated the Law Against Discrimination in that they took adverse actions against the Plaintiff on the basis of her disability.
21. The discriminatory actions made against the Plaintiff would not have occurred but for the fact that the Plaintiff was disabled.
22. The alleged allegations were outrageous and beyond all bounds of human decency, justifying the imposition of punitive damages against the Defendants.
23. The Defendants' acts were performed with malice and a reckless indifference to the Plaintiff's protected rights.
24. The willful indifference and actual participation by the Defendants creates liability against the Defendants.
25. As a result of the Defendants' intentional and outrageous actions toward the Plaintiff, as detailed in the previous paragraphs of this Complaint, the Plaintiff has suffered, and continues to suffer, physical injuries, embarrassment, humiliation, monetary, emotional, reputational, and other personal injuries.

WHEREFORE, the Plaintiff demands judgment against the Defendants, jointly, severally and alternatively, for compensatory damages including damages for emotional distress,

physical injury, loss of reputation and other personal injury, back pay, front pay, consequential damages, punitive damages, pre- and post-judgment interest, enhancement for tax consequences, reasonable attorney's fees enhanced under the LAD, costs of suit, and any other relief this Court deems just.

COUNT TWO- WORKER'S COMPENSATION RETALIATION

26. The Plaintiff repeats, realleges, and incorporates by reference each and every allegation contained in the previous paragraph and Count of this Complaint as if fully set forth herein.
27. On February 27, 2007, the Plaintiff tripped and fell at work injuring her left foot. The Plaintiff subsequently filed a worker's compensation claim.
28. Thereafter, the Plaintiff suffered retaliation as discussed above in *Facts Common to All Causes of Action, paragraph 11.*
29. It is in violation of common law for an employer to retaliate against an employee for making, or attempting to make, a claim for worker's compensation benefits.
30. New Jersey common law provides that an employee has a private cause of action where an employer retaliates against an employee for filing, or attempting to file, a worker's compensation claim.
31. The Defendants, by their foregoing described actions, have retaliated against the Plaintiff in violation of common law.

32. The alleged actions were outrageous and beyond all bounds of human decency, justifying the imposition of punitive damages against the Defendants.

33. Defendant Lt. Bordi aided and abetted the employer by making decisions which resulted in discriminatory actions and retaliation against the Plaintiff.

34. The Defendants' acts were performed with malice and a reckless indifference to the Plaintiff's protected rights.

35. The willful indifference and actual participation by superiors creates liability against the Defendant Employer.

36. As a result of the Defendants' intentional and outrageous actions toward the Plaintiff, as detailed in the previous paragraphs of this Complaint, the Plaintiff has suffered, and continues to suffer, extreme emotional distress, embarrassment, humiliation, monetary, emotional, reputational and other personal injuries.

WHEREFORE, the Plaintiff demands judgment against the Defendants for compensatory damages including damages for emotional distress, loss of reputation and other personal injury, back pay, front pay, consequential damages, punitive damages, pre- and post-judgment interest, reasonable attorney's fees and costs, and any other relief this Court deems just.

COUNT THREE: VIOLATION OF THE FAMILY AND MEDICAL LEAVE ACT OF
1993, 29 U.S.C.A. §2601, et al.

37. The Plaintiff repeats, realleges, and incorporates by reference each and every allegation contained in the previous paragraph and Count of this Complaint as if fully set forth herein.
38. The Plaintiff suffers from severe chronic cough syndrome caused by asthma and post-nasal drip syndrome, and a work-related injury.
39. The Plaintiff's work-related injury prevented her from working October 19-29, 2007.
40. The Plaintiff properly advised her employer of her illness and/or injury and requested FMLA leave.
41. On November 1, 2007, a Preliminary Notice of Disciplinary Action charged the Plaintiff with chronic or excessive absenteeism because she was absent without authorized leave on October 19, 2007 for 3.5 hours, on October 22-24, 2007 for 24 hours, on October 25, 2007 for 6 hours, and on October 26, 2007 for 8 hours.
42. On October 31, 2007, the Defendant Employer advised the Plaintiff that she had 2 weeks of FMLA time remaining.
43. In direct retaliation for the Plaintiff exercising her rights under FMLA, the Defendant brought disciplinary charges against the Plaintiff for insubordination and chronic or excessive absenteeism. The Defendant suspended the

Plaintiff without pay from December 3-5, 2007 for the sole reason that the Plaintiff exercised her protected rights under FMLA.

44. The Defendant Employer has employed 50 or more employees in at least 20 weeks of the current or preceding year.
 45. The Defendant Employer has 50 or more employees within 75 miles of the Plaintiff's work location.
 46. The Plaintiff had worked for the Defendant Employer during the 12 months preceding her need for FMLA leave and for at least 1250 base hours.
 47. The Plaintiff suffers from a disability which prevents her from working at times.
 48. The Plaintiff consistently provided her employer with notes from her physician regarding her disability, and the Defendants approved the leave under FMLA.
 49. The Defendants violated the FMLA by taking adverse action against the Plaintiff for using her FMLA time.
 50. As a result of the Defendant's intentional outrageous actions toward the Plaintiff, as detailed in the previous paragraphs and Counts of this Complaint, the Plaintiff has suffered, and continues to suffer, extreme emotional distress, anxiety, embarrassment, humiliation, monetary, emotional, reputational and other personal injuries.
- WHEREFORE, the Plaintiff demands judgment against the

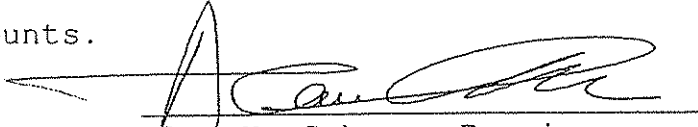
Defendants, jointly, severally and alternatively, for compensatory damages, including damages for emotional distress, loss of reputation, back pay, front pay, consequential damages, punitive damages, pre-and post-judgment interest, reasonable attorneys' fees.

COUNT FOUR - JOHN DOES

51. The Plaintiff repeats, reiterates and incorporates by reference all of the allegations and counts made in the previous Counts and paragraphs of this Complaint as if set forth herein at length.
52. Although the Plaintiff believes that the acts complained of were performed or caused by the named Defendants, the Plaintiff cannot be sure that the named Defendants is the only entity liable for the actions complained of. Therefore, Plaintiff has named John Doe(s), fictitious person(s) or corporation(s) as defendant(s) to this action.
53. The terms "Defendant" and "Defendants" as used in all of the above Counts and paragraphs should therefore be defined and read as "Defendant(s) and/or John Doe(s)".

WHEREFORE, Plaintiff demands Judgment against John Doe(s), jointly, severally and in the alternative, for all damages requested in the previous counts.

Dated: January 30, 2008


Alan H. Schorr, Esquire
Attorney for the Plaintiff

JURY DEMAND

Plaintiff demands trial by jury as to all of the triable issues of this complaint, pursuant to R. 1:8-2(b) and R. 4:35-1(a).

DESIGNATION OF TRIAL COUNSEL

PURSUANT to the provisions of Rule 4:25-4, the Court is advised that Alan H. Schorr, Esquire, is hereby designated as trial counsel.

CERTIFICATION OF NO OTHER ACTIONS

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

Dated: January 30, 2008

A handwritten signature in black ink, appearing to read "Alan H. Schorr", written over a horizontal line.

Alan H. Schorr, Esquire

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

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