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SUPERIOR COURT
MERCER COUNTY, N.J.
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REGAR
SUPERIOR COURT

Raymond C. Staub, Esquire
Destribats, Campbell, DeSantis, Magee and Staub
247 White Horse Avenue
Trenton, New Jersey 08610
(609) 585-2443
Attorney(s) for Plaintiff John M. Holliday

JOHN M. HOLLIDAY, Plaintiffs,	:SUPERIOR COURT OF NEW JERSEY :LAW DIVISION :MERCER COUNTY
vs.	:
	:CIVIL ACTION
TOWNSHIP OF ROBBINSVILLE , Formally known as Township of WASHINGTON,	:DOCKET NO. <i>MR 7-2514-09</i>
MARY K. CAFFREY (individually and in her official capacity), MARTIN MASSERONI, (individually and in his official capacity)	:
DAVID FRIED (individually and in his official capacity), JOHN DOES 1-12, AND ABC, INC. 1-12.	:
Defendants.	:COMPLAINT AND JURY DEMAND :

COMPLAINT

Plaintiff John M.. Holliday, by and through his counsel, by way of Complaint state and allege the following:

PARTIES

1. Plaintiff John M. Holliday [hereafter "Holliday"] is a citizen of the United States who resides at 15030 Ventura Boulevard, Suite 334, Sherman Oaks, California 91403.

Defendants

2. Defendant Township of Robbinsville is a public entity organized and operating under the laws of New Jersey, and was at the time of the incident operating as the Township of Washington.

3. At all relevant times hereto, Defendant Mary K. Caffrey was the Township Administrator for the Township of Washington.
4. At all relevant times hereto, Defendant Martin Masseroni was the Chief of Police for the Township of Washington.
5. At all relevant times hereto, Defendant David Fried was the Mayor of the Defendant Township of Robbinsville, formally known as Township of Washington.

STATEMENT OF FACTS

6. In or about May, 2007 Plaintiff Holliday applied for a police officer position with the Township of Washington Police Department.
7. At the time of Plaintiff's application, Plaintiff was a police officer with the Los Angeles Police Department, located in Los Angeles, California.
8. During the application process, Plaintiff Holliday interviewed on two occasions and met with Defendant Masseroni on several occasions to discuss Plaintiff's qualifications for the police officer position with the Defendant Township of Washington.
9. In the June, 2007, after undergoing a rigorous application process, Defendant Masseroni verbally advised Plaintiff that he was selected from the candidates who applied for the police officer position and was being informally offered the position. Plaintiff accepted the offer of employment.

10. Upon information and belief Defendant Fried told individuals that Mr. Holiday had the job.
11. Upon this promise of employment, Plaintiff began moving his wife and two special needs children to New Jersey.
12. On or about October 2, 2007, Defendant Masseroni forwarded a formal offer of employment letter to the Plaintiff identifying his start date on October 29, 2007.
13. On or about October 2, 2007, Plaintiff reiterated his acceptance of the offer.
14. On or about October 9, 2007, Defendant Caffery forwarded correspondence to Plaintiff revoking the offer of employment claiming Plaintiff lacked full disclosure of his employment history to Defendant Masseroni.
15. Upon information and belief, Defendant Masseroni advised Defendant Caffery that her allegations were untrue and that Plaintiff had fully disclosed his employment history to Defendant Masseroni.
16. Upon information and belief, Defendant Caffery advised Defendant Masseroni she wanted to hire an African American male who applied for the position.

COUNT I

(Promissory Estoppel)

17. Plaintiff incorporates by reference the prior allegations of this Complaint as if fully set forth herein.

18. Defendant Township of Washington, by and through Defendant Masseroni, made a promise of employment to the Plaintiff.
19. Defendant Township of Washington should have reasonably expected that Plaintiff would rely on the promise of employment.
20. Defendant Township of Washington's breached its promise of employment proximately causing Plaintiff damages.
21. As a proximate result of the above conduct, Plaintiff Holliday has suffered a substantial loss of income and other pecuniary harm; diminishment of career opportunity; harm to reputation; loss of esteem; disruption to family life; emotional trauma; and other irreparable harm, pain and suffering.

COUNT TWO- N.J.S.A. 10:5-1, et seq.

(Race Discrimination under New Jersey Law Against Discrimination)

22. Plaintiff incorporates by reference the prior allegations of this Complaint as if fully set forth herein.
23. Plaintiff, a Caucasian male, belongs to a protected class.
24. Plaintiff was a qualified applicant for the police officer position with the defendant Township of Washington.
25. Defendant Caffery's revocation of Plaintiff's employment offer was unlawful.
26. Defendant Caffery's proffered reason for revoking Plaintiff's employment offer was pretextual, and her true reasons were discriminatory.
27. Defendants caused Plaintiff to suffer the above-described adverse employment consequences because he belongs to a protected class.

28. The above-described conduct of Defendants at all relevant times was deliberate and made with the knowledge of a high degree of probability of harm and reckless indifference of the consequences to Plaintiff.
29. The above acts and practices of Defendants constitute unlawful discrimination within the meaning of NJLAD.
30. As a proximate result of the above conduct, Plaintiff Holliday has suffered a substantial loss of income and other pecuniary harm; diminishment of career opportunity; harm to reputation; loss of esteem; disruption to family life; emotional trauma; and other irreparable harm, pain and suffering.

COUNT THREE – N.J.S.A. 10:5-1, et seq.

(Race Discrimination under New Jersey Law Against Discrimination)

31. Plaintiff incorporates by reference the prior allegations of this Complaint as if fully set forth herein.
32. Defendants Fried and Masseroni, knew or should have known that Defendant Caffery's actions were unlawful and had the obligation to prohibit such conduct.
33. Defendants Township of Robbinsville, Caffrey, Fried and Masseroni, John Does, and ABC Companies, all and each of them, engaged in the above described unlawful discriminatory practices and reprisals while acting within the scope of their employment as one of Plaintiff's supervisors or decision makers regarding the institution of the discriminatory actions.
34. Defendants Township of Robbinsville, Caffrey, Fried and Masseroni, John Does, and ABC Companies, all and each of them, aided, abetted, incited,

compelled, and/or coerced the performance of the above unlawful discriminatory employment practices within the meaning of NJLAD §10:5-12(e).

35. The above acts and practices of Defendants Township of Robbinsville, Caffrey, Fried and Masseroni, John Does, and ABC Companies, all and each of them, constitute unlawful discriminatory employment practices and reprisals within the meaning of NJLAD.
36. As a proximate result of the above conduct, Plaintiff has suffered substantial loss of income and other pecuniary harm; diminishment of career opportunity; harm to reputation; loss of esteem; disruption to family life; emotional trauma; and other irreparable harm, pain and suffering.

COUNT FOUR

(Breach Of Good Faith And Fair Dealing)

37. Plaintiff incorporates by reference the prior allegations of this Complaint as if fully set forth herein.
38. There is an implied covenant of good faith and fair dealing in every contract.
39. Defendant Township of Robbinsville failed to act in good faith and deal fairly with Plaintiff with regard to express and implied contracts.
40. As a proximate result of the above conduct, Plaintiff has suffered substantial loss of income and other pecuniary harm; diminishment of career opportunity; harm to her reputation; loss of esteem; disruption to

family life; emotional trauma; and other irreparable harm, pain and suffering.

41. Defendant Township of Robbinsville's breach of the covenant of good faith and fair dealing was intentional.

COUNT FIVE

(Punitive Damages)

42. Plaintiff incorporates by reference the prior allegations of this Complaint as if fully set forth herein.
43. The acts and/or omissions of all Defendants as aforesaid involve a wanton and willful disregard of its obligations to the Plaintiff.
44. Defendant Township of Robbinsville is vicariously liable for the acts and/or omissions of its employees.
45. The acts and/or omissions of the Defendant Township of Robbinsville, its employees, agents, servants, directors, and officers were the responsibility of, or ratified by, employees so high in authority as to be fairly considered executives in character.
46. The acts and/or omissions of the Defendant Township of Robbinsville, its employees, agents, servants, directors, and officers at all relevant times were deliberate and were made with the knowledge of a high degree of probability of harm and reckless indifference of the consequences to the Plaintiff.

47. The Plaintiff has been and continues to be damaged by the acts and/or omissions of Township of Robbinsville, its employees, agents, servants, directors, and officers.

WHEREFORE, Plaintiff seek judgment against the Defendants, compensatory damages, punitive damages, costs of litigation, including reasonable attorneys' fees and expenses pursuant to the Law Against Discrimination; reinstatement of the offer of employment, and such other and further relief as this Court deems just and equitable.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R.4:24-4, Raymond C. Staub, Esquire, is hereby designated as trial counsel for Plaintiff John M. Holliday.

DEMAND FOR JURY

Plaintiff hereby demands a trial by jury as to all issues.

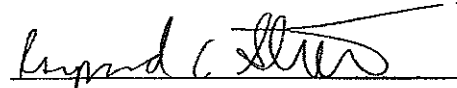
CERTIFICATION

I, Raymond C. Staub, Esquire, hereby certify as follows:

1. I am an Attorney at Law in the State of New Jersey and principally charged with the handling of this matter.
2. To the best of my knowledge and information, the within action is not the subject of any other action pending in court, or any arbitration proceedings contemplated.
3. To my knowledge and information, there are no other parties who should be joined in this action at this time.
4. This Certification is provided pursuant to the requirements of Rule 4:5-2.

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

Dated: October 6, 2009



Raymond C. Staub, Esquire
Attorney for Plaintiff, John M. Holliday

RELEASE

This **RELEASE**, dated 01/10/11, 2010, is hereby given:

BY the Releasor: **JOHN M. HOLLIDAY**, referred to hereinafter as "PLAINTIFF,"

TO: THE TOWNSHIP OF ROBBINSVILLE, formerly known as the township of Washington, including all of its officers, elected public officials, agents and employees; individually and in their official capacity; MARY K. CAFFREY, individually and in her official capacity, MARTIN MASSERONI, individually and in his official capacity, and DAVID FRIED, individually and in his official capacity, referred to hereinafter collectively as "YOU" or "YOUR" or as "THE ROBBINSVILLE DEFENDANTS."

1. **Release.** PLAINTIFF hereby releases and gives up any and all claims and rights which she may have against the ROBBINSVILLE DEFENDANTS. The effect of this **RELEASE** is to waive all of Plaintiff's claims against the ROBBINSVILLE DEFENDANTS, either present or future substantive claims, including those that PLAINTIFF is not presently aware of, and those that are not specifically mentioned either in the Complaint filed on PLAINTIFF'S behalf or in this **RELEASE**, resulting from any conduct which has occurred to the date of this **RELEASE**. PLAINTIFF also specifically releases the following claims:

- A. All claims as set forth in the civil action entitled John M. Holliday vs. The Township of Robbinsville, et als. filed in the Superior Court of New Jersey, Mercer County, Law Division, Docket No. MER-L-2514-09, including any claims not pleaded therein or any claims cognizable or allowable pursuant to amendment against the ROBBINSVILLE DEFENDANTS, including any claims for litigation costs and attorneys fees as may be cognizable or allowable by court rule, rule of law or by statute.
- B. All claims between the parties through the date of this Release for damages and including but not limited to any claims for reimbursement of attorneys fees or costs for litigation, expenses incurred for any criminal or civil matter, legal fees, medical expenses, sick days, vacation days, salary, bonuses, overtime pay and pension benefits that PLAINTIFF would have been entitled to recover pursuant to state or federal law, pursuant to any state or federal statute, pursuant to any anti-discrimination laws or any other employment-related tort, pursuant to any prior agreement of the parties, pursuant to Town of ROBBINSVILLE ordinances, policies, rules or regulations, pursuant to any collective bargaining agreement, or pursuant to the New Jersey or Federal Court Rules, and including any claim arising from PLAINTIFF'S allegations set forth in the Complaint up to and including the date of this **RELEASE**.
- C. All claims by PLAINTIFF for personal injury, mental and emotional distress, pain and suffering, medical bills, loss of income, defamation, loss of reputation, negligence, and punitive damages against the ROBBINSVILLE DEFENDANTS.

2. **Payment.** PLAINTIFF hereby acknowledges that he is being paid a total of NINE THOUSAND (\$9,000) DOLLARS in full and final payment for making this **RELEASE**. Said payment shall be paid within thirty (30) days of the execution and delivery of this **RELEASE** by Plaintiff. Payment shall be made payable to the Law Firm of Destribats, Campbell, DeSantis, Magee & Staub and shall be conditioned on the receipt of a completed Form 1099 from said Firm. Said payment shall be further conditioned upon the receipt of an executed stipulation of Dismissal with Prejudice to be prepared by ROBBINSVILLE DEFENDANTS' counsel.
3. **Understanding of the Parties.** This lawsuit is being settled. PLAINTIFF is receiving compensation and PLAINTIFF hereby agrees that PLAINTIFF will not seek anything further, including any other payment, from the ROBBINSVILLE DEFENDANTS.
4. **No Admissions as to Liability or Damages.** PLAINTIFF hereby agrees that none of the ROBBINSVILLE DEFENDANTS have admitted to any liability, nor has any party to the lawsuit in question admitted to any wrongdoing, or to any violations of any federal or state laws or statutes or Town of ROBBINSVILLE ordinances, regulations or policy or procedures, and it is the intention of the parties to this Release and settlement to enter into said settlement solely for the purpose of amicably resolving any and all matters in controversy or in dispute, and to avoid the further expenditure of attorneys fees and other costs that would result from continued and protracted litigation in this complex employment-related matter.

Furthermore, PLAINTIFF hereby agrees that the PLAINTIFF is solely responsible for the payment of all attorneys fees and costs payable to PLAINTIFF'S own attorney, Destribats, Campbell, DeSantis, Magee & Staub, and PLAINTIFF hereby agrees that none of the parties to this settlement is considered to be a "prevailing party" under either federal law or under state law, such that each party herein, including PLAINTIFF, hereby waives and releases its claim against every other party for attorneys fees and costs pursuant to any state or federal law or pursuant to the state Court Rules, and each party to this settlement hereby agrees to be responsible, upon signing this **RELEASE**, for the payment of its own attorneys fees and expenses.

5. **Taxability.** PLAINTIFF hereby agrees that no representations have been made by the ROBBINSVILLE DEFENDANTS as to either the taxability or non-taxability of this settlement and PLAINTIFF hereby waives any and all claims against the ROBBINSVILLE DEFENDANTS in the event that the federal or state authorities deem this settlement or any portion thereof to be taxable, and upon such an occurrence PLAINTIFF, and PLAINTIFF alone, is solely responsible for the payment of any such taxes PLAINTIFF would have incurred.
6. **Confidentiality.** To the extent allowable by law, PLAINTIFF and/or his attorney or his agents, friends, and family members agree that PLAINTIFF and his attorney and/or agents, friends, and family members shall hereby maintain the nature, substance and terms of this

settlement, the amount paid in connection with this settlement, all documents and facts obtained in this action pursuant to all discovery, all medical records and reports pertaining to PLAINTIFF, all pre-trial court proceedings, all internal and external investigation reports, all Grand Jury transcripts, all Trial exhibits and Trial Transcripts, and all papers filed with the court and any confidential documents as designated by the parties in strict and absolute confidence, including that this information and these claims be and shall remain confidential and shall not be disclosed to any or all media sources, co-workers, friends and family members, except as otherwise set forth below.

PLAINTIFF hereby agrees that said information shall not be disclosed to anyone except to the extent necessary to the parties' attorneys, tax advisors, public bodies, or in conjunction with state or federal tax or other reporting requirements, or to enforce the terms and conditions of this settlement, or as may otherwise be required by law or by court order. Furthermore, this **RELEASE** shall not be filed with any court, except as may be necessary to obtain the enforcement of its terms and conditions, or as may be otherwise required by law or by court order.

PLAINTIFF and his attorneys additionally agree not to release any and all discovery as provided by the ROBBINSVILLE DEFENDANTS to any third party and Plaintiff and his attorneys further agree not to use or to disseminate or to allow any third parties to review or to secure copies of any confidential information belonging to the ROBBINSVILLE DEFENDANTS for any subsequent litigation or for any other purpose at the conclusion of this matter.

Furthermore, the provisions and obligations of this Confidentiality provision shall be continuing, and shall remain in effect in perpetuity. PLAINTIFF hereby agrees that the ROBBINSVILLE DEFENDANTS may be irreparably harmed by any breach of this Confidentiality provision and obligations as set forth in the **RELEASE**, and by breach of any previously-agreed to Consent Protective Orders filed with the Court pertaining to confidential documents produced during discovery. It is therefore agreed that in the event of a breach of any of the Confidentiality provisions and obligations as set forth in this **RELEASE** or in any previously-agreed to Consent Protective Orders by any of the parties to this lawsuit, the ROBBINSVILLE DEFENDANTS may bring an action for injunctive or other equitable relief, for money damages, and for such other relief as may be appropriate to remedy such breach.

- 7. Press Embargo** In the event that PLAINTIFF or his authorized representative is asked questions by the press and/or media as to the present status of said lawsuit, PLAINTIFF or any of his authorized representatives may only reply that the "case has been amicably resolved." PLAINTIFF may additionally reply with words to the effect that "by entering into settlement of this matter both Plaintiff and the ROBBINSVILLE Defendants have not admitted to any liability or to any wrongdoing or to any violations of state or federal law or a rule or regulation, and that the basis for the settlement between the parties is purely economic so as to avoid protracted litigation and further expenditure of costs and attorneys fees," and that any statement made to this effect will not be considered to be a violation of this provision.

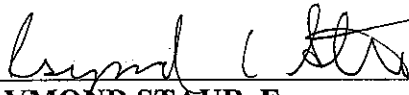
8. **Non-Disparagement.** PLAINTIFF and/or his agents and his attorney, shall not make any disparaging, negative, or derogatory remarks regarding any of the parties or the resolution of this lawsuit to any third party, including any and all communications to the press and to any other media sources, excepting that which may already have been made prior to this Release and Settlement.
9. **Waiver of Current and Future Employment.** In further consideration of payment made by the ROBBINSVILLE DEFENDANTS herein, PLAINTIFF hereby agrees and covenants that he will not seek future employment with the TOWN, that PLAINTIFF hereby expressly waives any future right or entitlement to be employed by the TOWN, and acknowledges that neither the TOWN, nor any of its officers, public officials, administrators and/or directors shall have any obligation to hire or employ him in the future.
10. **Entire Agreement.** PLAINTIFF hereby agrees that the foregoing represents the entire Agreement between the parties, and supersedes all prior agreements or understandings, written or oral, if any between the parties.
11. **Review of Release.** PLAINTIFF hereby agrees and certifies that PLAINTIFF has read the entire **RELEASE**, that PLAINTIFF fully understands the terms and conditions as outlined in the **RELEASE**, that PLAINTIFF has conferred with his attorney and has asked all relevant questions of his attorney concerning the terms and conditions of this **RELEASE** and settlement, and that PLAINTIFF has voluntarily signed said **RELEASE** in agreement with all of the provisions contained herein.
12. **Who is Bound.** PLAINTIFF agrees and certifies that PLAINTIFF is hereby bound by this **RELEASE**. Anyone who succeeds to PLAINTIFF'S rights and to PLAINTIFF'S responsibilities, such as PLAINTIFF'S heirs or the executor of PLAINTIFF'S Estate, is also bound. To the extent that PLAINTIFF possesses a statutory or common law claim for reimbursement of attorneys fees, costs, or disbursements associated with the prosecution of this action pursuant to the decisional or common law of this state and the United States or pursuant to any state or federal statute or the New Jersey Court Rules, it is also PLAINTIFF'S intention that PLAINTIFF'S attorney also be bound by this **RELEASE** as to PLAINTIFF'S claim for reimbursement of attorneys fees, costs, or disbursements. This **RELEASE** is also made for the benefit of the ROBBINSVILLE DEFENDANTS, its officers, its elected public officials, agents, and employees and for the benefit of all who succeed to the ROBBINSVILLE DEFENDANTS rights and responsibilities, such as the ROBBINSVILLE DEFENDANTS' employees, officers, agents, elected public officials and employees' heirs or the executor of said employees, officers, agents, elected public officials, and employees' Estates.
13. **Severability.** If any portion of this Release shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

14. **Signature.** This **RELEASE** may not be signed in counterparts. PLAINTIFF understands and hereby agreed to be bound by the terms and the conditions of this **RELEASE**, as attested to by PLAINTIFF'S signature, which signature is made in the presence of PLAINTIFF'S attorney, Raymond Staub, Esq. or a licensed Notary Public.



JOHN M. HOLLIDAY, Plaintiff

Dated: 1/10/11, 2010



RAYMOND STAUB, Esq.
An attorney at law in the state of New Jersey
(or a licensed Notary Public)

Dated: 1/19/11, 2010