

SUPERIOR COURT BERGEN COUNTY  
FILED

DEC 12 2012

*Jim Goldman*  
DEPUTY CLERK

THE BELL LAW GROUP, P.C.  
150 Mineral Springs Drive  
P.O. Box 220  
Rockaway, New Jersey 07866  
Tel. 973-442-7900  
Fax 973-442-7990  
*Attorneys for Plaintiff*  
Michelle E. Wood

MICHELLE E. WOOD,  
Plaintiff,

v.

THE BOROUGH OF HILLSDALE, a New Jersey Municipal Corporation; IONATHAN DEJOSEPH BOROUGH ADMINISTRATOR, in his official and individual capacity; ABC CORPS. 1-10; JOHN DOES 1-10, in their official and individual capacities, jointly and severally,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: BERGEN COUNTY

DOCKET NO.: *L-9234-12*

CIVIL ACTION

COMPLAINT, JURY DEMAND,  
DESIGNATION OF TRIAL COUNSEL,  
DEMAND FOR PRODUCTION OF  
INSURANCE AGREEMENTS, AND  
CERTIFICATION PURSUANT TO R.

4:5-1

Plaintiff, Michelle E. Wood, ("Plaintiff") residing at 102 Stonehedge Lane, in the Township of Byram, County of Sussex, State of New Jersey, says by way of Complaint against Defendants, as follows:

PARTIES

1. Plaintiff, Michelle E. Wood, an adult female, was hired on or about October 29, 1996, by Defendant Borough of Hillsdale to work as a UCC Building Inspector in the Code Compliance Department.

2. Upon information and belief, Defendant Borough of Hillsdale (the "Borough" or "Hillsdale") is a municipal corporation, with its principal place of business in Bergen County, New Jersey, and with a principal business address of 380 Hillsdale Avenue, Hillsdale, New Jersey 07642.

3. Upon information and belief, and at all relevant times stated herein, Defendant Jonathan DeJoseph ("DeJoseph") has been an individual employed by the Defendant Borough of Hillsdale as the Borough Administrator and whose previous position with the Borough was that of an Elected Official as Councilman.

4. Defendants John Does 1-10 are as yet unidentified parties who are employees and/or agents of the Borough and were engaged in discrimination and retaliation against Plaintiff and/or aiding and abetting in any or all of the acts alleged herein.

5. Defendants ABC Corporations 1-10 are any corporations which may be derivatively liable for discrimination, retaliation and/or other alleged tortious acts against Plaintiff.

**FACTS COMMON TO ALL COUNTS**

6. Plaintiff is currently employed by Defendant Borough of Hillsdale. In that capacity, Plaintiff serves as the Construction Official and Building Subcode Official.

7. Plaintiff began her employment with the Borough on or about October 29, 1996, as a Building Inspector in the Code Compliance Department.

8. Plaintiff was a stellar performer at Defendant Hillsdale right from the start as indicated in the Performance Evaluation prepared on February 23, 2009 by Harold Karns, current Borough Administrator.

9. On or about May 19, 1999, or less than 3 years after her hire, the Borough promoted Plaintiff to the position of Assistant Code Compliance Officer. A position that was created to serve as the Assistant "Construction Official" and assist George Lucia, current Construction Official. Lucia used the title "Code Compliance Official", therefore this new position was titled similarly.

10. The duties of Plaintiff's position as Assistant Code Compliance Officer included, but were not limited to: (1) managing the Inter-local Code Office; (2) interacting with the Boards and Officials of the participating municipalities; (3) reviewing and/or approving construction, site, and other plans; (4) performing inspections; and (5) interacting with residents, contractors, vendors, etc.

11. As part of Plaintiff's promotion, the Borough contractually agreed to compensate Plaintiff at an annual base salary of \$32,000, effective June 1, 1999.

12. The Borough also contractually agreed to pay Plaintiff a pro-rata performance bonus of up to \$3,000 to be paid in January 2000.

13. In addition, a performance evaluation would be prepared by the Department Manager in October 1999.

14. Based upon this review, the Mayor and Borough Council were authorized to make a salary adjustment of up to \$4,000, effective November 1, 1999.

15. The Borough also contractually agreed to provide Plaintiff with a Borough vehicle for 24-hour per day use.

16. The Borough further agreed that Plaintiff would be eligible for a salary increase in 2000. Specifically, the Borough agreed that, beginning on January 1, 2000, Plaintiff's annual base salary would be increased to \$40,000.

17. It was also agreed that, based upon the recommendation of the Code Compliance Officer and the attaining of the Department's goals for 2000, Plaintiff would be eligible for a bonus of up to \$3,000, payable in January 2001.

18. On or about October 6, 2000, the Mayor and Council approved a \$10,000 salary increase for Plaintiff, from \$40,000 to \$50,000, effective October 1, 2000, in light of George Lucia's resignation as Code Compliance Officer.

19. On or about July 17, 2001, Plaintiff was appointed for a four-year term as the Borough of Hillsdale Construction and Building Sub-Code Official, effective July 1, 2001 and expiring June 30, 2005.

20. The duties of Plaintiff's position require her to be on call 24 hours per day, 7 days per week.

21. Also as part of Plaintiff's position, she is required to respond to emergencies, as needed, whenever they arise.

22. In 2002, in order to help the Borough with financial difficulties it was experiencing, Plaintiff offered to reduce her hours -- to assist the Borough in cutting back on expenses and salaries.

23. The Agreement reached by the Borough and Plaintiff included a \$24,000 reduction in Plaintiff's salary. Plaintiff's salary was reduced from \$56,000 to \$30,000.

24. However, the Borough contractually agreed that it would continue to provide healthcare benefits to Plaintiff, as well as a Borough vehicle.

25. The Borough was also advised that Plaintiff would need to work with the adjacent municipality of Saddle River in order to help offset the \$24,000 reduction in her salary.

26. This was done solely to benefit the Borough -- and was agreed to, and approved, by the Council, as well as Harold Karns, who was the Borough Administrator at the time, and Timothy O'Reilly, who was the Mayor at the time.

27. As part of the contract, the Borough agreed that the vehicle would provide transportation for Plaintiff to travel to different sites related to the position, in addition to being used for commuting back and forth to the office located in the municipal building, where Plaintiff worked, as well as the adjacent municipality of Saddle River.

28. The Borough was well aware that the mileage used for the commute would be more than 100 miles per day.

29. On or about January 1, 2006, Plaintiff was reappointed to another four-year term as Construction and Building Sub-Code Official, expiring December 31, 2009.

30. The position of Construction/Building Sub-Code Official was governed by N.J.S.A. 52:27D-126.

31. The reappointment granted Plaintiff tenure rights as per N.J.S.A. 52-27D-126 and N.J.A.C. 5:23-4.4. Plaintiff was granted all rights to tenure that the law provides.

32. In 2008, the Borough reaffirmed its commitment -- since 2002 -- to providing Plaintiff with continued healthcare benefits, as well as a Borough vehicle for 24-hour per day use, in exchange for Plaintiff's agreement to the almost 50% reduction in her salary.

33. During a Mayor and Council Public Meeting in 2008, Karns confirmed that the Borough had contractually agreed to provide Plaintiff with a Borough vehicle. Specifically, Karns confirmed that, in exchange for Plaintiff's agreement to reduce her salary, the Borough had agreed she could retain the Borough vehicle.

34. Karns further affirmed that the Department budget covered the cost of the purchase of the vehicles and the gasoline. Specifically, the expenses for the Borough vehicle are provided by the Code Compliance Funds.

35. The Code Department's budget is a self-sufficient fund that is not contributed to by taxpayer money.

36. Pursuant to N.J.A.C. 5:23-4.17 of the New Jersey Uniform Construction Code, fees collected from permits are to be used solely for the Construction Department.

37. During her employment, Plaintiff raised concerns regarding the Borough's violations of various provisions of the Uniform Construction Code.

38. For example, on or about March 21, 2007, multiple issues took place with regard to a major addition/alteration project being conducted at the Pascoack Valley High School within the community.

39. Notices of Violation were issued to the Electrical Contractor of Record for failure to properly bond steel beams within the new structure as required by the National Electric Code (NEC).

40. Plaintiff reported the violations to the current Administrator, Harold Karns, and Current Mayor, Dennis Deutch.

41. In addition, on or about March 11, 2009, Plaintiff reported another UCC Violation to Victor Polce. Specifically, on that date, Plaintiff reported the improper use of Uniform Construction Code (UCC) fees for payment of salaries of Keith Durie and Tracy Jeffery, whose job responsibilities include Zoning and Property Maintenance, as well as Fire Prevention.

42. The use of UCC funds is strictly limited to the Construction Department in accordance with N.J.A.C. 5:23-4.17 of the New Jersey Uniform Construction Code.

43. However, the Borough was using the Construction Department as a means for offsetting the salaries and operating expenses of the Zoning/Property Maintenance Department, in violation of the UCC.

44. On or about May 17, 2010, Plaintiff sent an e-mail to the current Administrator, Victor Polce, current Administrator, regarding objections to the Borough's decision to withhold raises from non-contractual employees and managers.

45. The raises, if given, would amount to \$2800.00 for the individuals in the Department and the UCC fees collected at the time were over the projected fees for the year.

46. The decision remained that no raises would be given.

47. Plaintiff again pointed out that this misuse of UCC fees was in violation of N.J.A.C. 5:23-4.17 of the UCC.

48. On July 13, 2010, Plaintiff reported to Catherine Henderson, the CFO at the time, and Victor Polce, the Administrator at the time, that salary placement for non-UCC employees still had not been placed in its proper location and the Construction Department was continuing to pay for employees which did not perform UCC responsibilities.

49. On November 8, 2010, Mayor Max Arnowitz made a statement to a Borough Hall staff worker about "what the people on the other side of the wall do or don't do during the day" referring to the Construction Department personnel. Administrator Polce responded by email to Mayor Arnowitz the same day advising him to make comments to Polce rather than staff and further pointed out that his behavior breeds an unpleasant and potentially hostile work environment.

50. On January 19, 2011, Plaintiff reported to Mayor Max Arnowitz that his home violated the International Residential Code.

51. Specifically, Plaintiff reported that Mayor Arnowitz had failed to install the required guard/handrail when he had replaced his front entry steps in violation of R311 and R312 of the 2009 International Residential Code.

52. In or about March 2012, Plaintiff reported to DeJoseph that the Borough violated the UCC once again.

53. Specifically, DeJoseph had ordered the DPW to engage in construction work at Borough Hall without obtaining the proper construction permits. The commencement of this work without permits coincided with the Plaintiffs scheduled out of state vacation.

54. Plaintiff advised DeJoseph that the Borough's failure to obtain the proper construction permits was a violation of the UCC (N.J.A.C. 5:23-2.14).

55. On May 7, 2012, Plaintiff reported to DeJoseph that a staffing issue related to her Technical Assistant, Sarah Jeune ("Jeune"), violated the UCC.

56. Specifically, the Borough split Jeune's work day between the Construction Department and the Board of Health, resulting in Jeune providing 15 hours a week in the Construction Department and the remaining 20 hours per week working in the Board of Health Office in the Borough. Although this change occurred on January 18, 2012, Jeune's salary and cost of medical benefits continued to be 100% paid for by UCC Construction Department fees.

57. On April 27, 2012, DeJoseph requested to see the Plaintiff in his office where Mayor Arnowitz was already present. Mayor Arnowitz informed Plaintiff that the Borough had decided to strip Plaintiff of her contractually-agreed to benefits - i.e., her healthcare benefits and the use of a full-time vehicle.

58. According to DeJoseph, the Borough could not continue to provide take home vehicles to its employees.

59. Plaintiff advised DeJoseph that she did not believe that this was fair, and that she believed she was being singled out and treated differently than the other department heads with vehicles. This was verbalized to Harold Karns on July 1, 2008. In addition, at that time, Plaintiff advised Karns that the Borough was violating the IRS requirement to provide imputed value to employees for their use of Borough vehicles.

60. Specifically, the other Department Heads at the Borough – *all of whom are male employees* – are still permitted to have take home vehicles. These employees include: (1) Keith Durie, DPW Superintendent; (2) Chief Stalter, Police Chief; (3) Mark Durst, Fire Chief; and (4) Jason Durie, Assistant Fire Chief.

61. Plaintiff advised DeJoseph and Mayor Arnowitz that stripping her of her contractually agreed-to benefits would effectuate a \$30,000.00 pay cut for her.

62. Mayor Arnowitz told Plaintiff that she could make a counteroffer, but “not to sound harsh, if the Borough did not accept the offer, they would advertise [her] position.” Despite DeJoseph’s threat, Plaintiff had received tenure in her positions of Construction Official and Building Subcode Official, in accordance with N.J.A.C. 5:23-4.4 and N.J.S.A. 52:27D-126 of the New Jersey Uniform Construction Code. The Mayor also indicated at that time that he was authorized by the council to make this offer to Plaintiff.

63. Plaintiff advised DeJoseph that she would prepare a counteroffer.

64. On June 21, 2012, Mark McCart, the impending bargaining unit representative of the United Public Service Employees Union, sent a letter to DeJoseph. The letter indicated that UPSEU had become aware that the Borough was attempting to make changes to the terms and conditions of Plaintiff’s employment.

65. He further indicated that it was the union's opinion that it would be inappropriate to implement such changes at a time when the Borough was objecting to Plaintiff's inclusion in the bargaining unit and negotiations were ongoing. He asked that the Borough refrain from further action.

66. Nevertheless, on or about July 2, 2012, the Borough issued a letter to Plaintiff indicating that the Borough was terminating her benefits and the full time use of the Construction Department vehicle (which was paid for by UCC funds) regardless of the request made by UPSEU to refrain from making changes during certifications and negotiations between the Borough and its employees.

67. On or about July 30, 2012, counsel for Plaintiff sent a letter to the Borough requesting that no further action be taken with regard to the terms of Plaintiff's employment until they had an opportunity to prepare their formal position.

68. On July 31, 2012, Tim Wiss ("Wiss"), counsel for the Borough, wrote a response, alleging that the Borough had recently uncovered that Plaintiff was working in other municipalities with the Borough's vehicle.

69. This had been the case since 2002, and the Borough Officials were aware of this at the time and all future officials continued to be aware of it for the past 10 years.

70. Wiss also indicated that the Borough can "no longer permit employees" to use full time vehicles, while Plaintiff is the only employee who has been notified of this change in the Borough's policy.

71. Plaintiff's male coworkers, Keith Durie, DPW Superintendent; Chief Stalter, Police Department; Mark Durst, Fire Chief; and Jason Durie, Assistant Fire Chief have remained

able to use their vehicles on a full time basis and have received no indication that this policy would be changing.

72. Finally, Wiss alleged that Plaintiff no longer worked the required number of hours to receive benefits from the municipality, although Plaintiff's work hours have not changed since 2002 when she voluntarily reduced her hours in the Borough of Hillsdale to the benefit of the Borough and which all past and current Administrators and Councilmembers have been aware of.

73. Wiss stated that the Borough would continue to act in accordance with their prior position.

74. On August 2, 2012, DeJoseph requested to see Plaintiff in his office. Sue Witkowski, Borough Clerk, joined them and closed the door.

75. DeJoseph asked if Plaintiff would be leaving the Borough vehicle at the office. Plaintiff told him that he should discuss that with her attorney, and he handed her a letter.

76. DeJoseph told Plaintiff that if she failed to leave the car at the office that day, she was being insubordinate.

77. Plaintiff asked if DeJoseph had sent the correspondence to her attorney. He responded no. She told him that all correspondence should be sent to her attorney.

78. The letter was a charge of insubordination for failing to comply with the Borough's directive of the termination of Plaintiff's full time use of the Construction Department Vehicle effective July 31, 2012.

79. The Borough's demand for the immediate return of the vehicle -- rather than allowing Plaintiff to maintain the vehicle at least until Plaintiff and the Borough's attorney had

an opportunity to resolve the issues raised in counsel's July 30, 2012 correspondence, as requested -- is further evidence of the Borough's harassment and retaliation toward Plaintiff.

80. The Borough failed to explain the reason for the Borough's demand for the immediate return of the vehicle.

81. To Plaintiff's knowledge, the lease was not expiring since this vehicle was purchased outright through monies acquired from the UCC Penalty Escrow Account of Plaintiff's department; the vehicle was not going to auction; and the vehicle was not being provided to another employee or Department. The reason for the immediate return of the vehicle was requested by counsel for Plaintiff on August 13, 2012 and no response was received.

82. With regard to Plaintiff's healthcare benefits, the Borough has asserted that Plaintiff "no longer works the required number of hours to continue to receive medical benefits."

83. This assertion is false -- and appears to further illustrate the Borough's pretext for its discriminatory motive.

84. Plaintiff continues to work today the same number of hours that she has worked for the Borough for the last 10 years -- when the Borough agreed to provide her with healthcare benefits as part of her compensation package.

85. After Plaintiff's August 2, 2012 meeting with DeJoseph, Plaintiff's counsel called Wiss and discussed the matter and the facts of the allegations made in Wiss' correspondence, dated July 31, 2012.

86. After Plaintiff's counsel explained Plaintiff's position on the points raised in his correspondence, Wiss said that he was unaware of any of this information and further that he was unaware of the action being taken that day by the Borough.

87. Wiss said he would contact the Borough and advise the Borough to refrain from making any changes until the attorneys could resolve the matter.

88. DeJoseph went to Plaintiff's office at 4:05 p.m. that day and advised her that she could "take the vehicle home *today*." DeJoseph stated that he "did not want to leave [Plaintiff] stranded without a means of transportation home."

89. Plaintiff asked clearly "today?" and further if she was "correct in [her] understanding that he did not want [her] driving the vehicle tomorrow." DeJoseph responded "that's correct".

90. Plaintiff went home and cleaned her belongings out of the vehicle and left it in her driveway with the keys in it and took her personal vehicle to work the following day. Plaintiff had to go out and obtain financing to purchase this personal vehicle.

91. Since DeJoseph had indicated the previous day that Plaintiff was not to continue to drive the Construction Department vehicle, she left this vehicle at her residence in order to comply with this request. Plaintiff sent an email to Jon DeJoseph at 3:00 PM to inform him that "In accordance with the Borough's termination of my full time use of the Construction Department Vehicle, the vehicle was available at my residence for the Borough to obtain at its convenience."

92. On August 6, 2012, Plaintiff received a call from Tracy Jeffery, from the Code Compliance Office, stating that a Borough of Hillsdale envelope was on the computer keyboard on Plaintiff's desk with her name handwritten on it. Plaintiff asked her to open the sealed envelope. It contained another Notice of Insubordination for failure to leave the Construction Department vehicle at the Borough as per previous directives from the Borough. Plaintiff did not

continue to use this vehicle beyond her trip home which DeJoseph had allowed on August 2, 2012. The Borough was continuing to harass and intimidate Plaintiff,

93. On August 8, 2012, the Borough sent Lieutenant Detective Francaviglia and Captain Niego to the Plaintiff's residence to acquire the Construction Department vehicle. The Borough was continuing to harass and intimidate the Plaintiff.

94. On August 13, 2012, Plaintiff reported to Lou Mraw, Supervisor of Regulatory Affairs with the Division of Community Affairs, regarding the Ordinance 11-13 which indicates Plaintiff's salary being top loaded into a non-tenured position of Assistant Code Compliance Official in direct violation of her tenure rights in accordance with N.J.A.C. 5:23-4.4 of the UCC.

95. Plaintiff's salary was structured in the Salary Ordinance to compensate her \$41,128.00 per year for the position of Assistant Code Compliance Official, \$1.00 for the position of Construction Official, \$1.00 for the position of HHS Building Subcode Official and finally \$1.00 for a position of "HH Building Subcode" which does not even exist. In addition to this violating the requirements of the tenure laws, it also violates the requirements of the appropriate use of Construction Department fees.

96. The Borough has also violated Plaintiff's Section 7 Rights, as it appears it has retaliated against Plaintiff for her interest and intent to join the bargaining unit which started being discussed by employees in September 2011 and actual steps for formation started with UPSEU earlier this year. The Borough continues to harass Plaintiff by going as far as to challenge her eligibility in joining the bargaining unit with PERC. As a result, Plaintiff is the only employee who was not permitted to join the unit, although other individuals in the same and similar positions in other communities are part of the bargaining units in their respective municipalities.

97. On October 15, 2012 Harold Karns, previous Administrator for the Borough, was in the Borough Hall. The Borough had sent a letter to him to terminate his continuation of benefits given to him upon his retirement. He explained to Plaintiff that he had retained an attorney. Apparently, the attorney had sent a letter to Ray Wiss, Labor Law Attorney for the Borough, to request them to delay the date of termination of his benefits until they were able to resolve the matter between parties. The Borough agreed. Karns was told by Wiss that he believed the Borough just wanted to negotiate with him. This same request was made by Plaintiff's legal counsel on several occasions, as well as UPSEU and the Borough ignored these requests and moved forward with the termination of all of her benefits.

98. Again, Plaintiff has been treated differently than other municipal employees. This is due to Plaintiff's gender and in retaliation for having raised concerns regarding the Borough's violations of various provisions of the Uniform Construction Code, in violation of New Jersey's Conscientious Employee Protection Act.

99. Plaintiff was never given a copy of the Borough of Hillsdale Personnel Policies and Procedures Manual, which is in direct violation of the Borough's own policy as well as the requirements of the Bergen County Municipal Joint Insurance Fund

**FIRST COUNT**

**(GENDER DISCRIMINATION – VIOLATION OF THE  
NEW JERSEY LAW AGAINST DISCRIMINATION)**

100. Plaintiff hereby repeats and realleges all of the allegations set forth above as if set forth at length herein.

101. In stripping Plaintiff of her contractually-agreed to benefits, while permitting her male colleagues to keep theirs, Defendants have discriminated against Plaintiff on account of her sex in violation of the New Jersey Law Against Discrimination ("NJLAD").

102. By engaging in the above-referenced conduct, Defendants violated Plaintiff's right to be free of discrimination in violation of the NJLAD.

103. As a direct and proximate result of Defendants' violations of the NJLAD, Plaintiff has suffered a loss of wages and benefits and emotional distress damages.

### SECOND COUNT

#### (BREACH OF CONTRACT)

104. Plaintiff hereby repeats and realleges all of the allegations set forth above as if set forth at length herein.

105. In stripping Plaintiff of her contractually-agreed to benefits, Defendants breached the 2002 agreement which it had entered with Plaintiff.

106. In breaching that agreement, Defendants have caused Plaintiff to suffer substantial economic losses.

### THIRD COUNT

#### (RETALIATION / VIOLATION OF NEW JERSEY CONSCIENTIOUS EMPLOYMENT PROTECTION ACT)

107. Plaintiff hereby repeats and realleges all of the allegations set forth above as if set forth at length herein.

108. Under New Jersey law, an employer may not retaliate against an employee because the employee "[d]iscloses . . . to a supervisor . . . an activity, policy or practice of the employer . . . that the employee reasonably believes: [] is in violation of a law or a rule or regulation promulgated pursuant to law . . ." N.J.S.A. 34:19-3(a)(1).

109. Retaliatory action is also not permitted where the employee objects to or refuses to participate in activity that he reasonably believes is in violation of a law, rule or regulation; is fraudulent or criminal; or is incompatible with a clear mandate of public policy concerning the public health, safety, or welfare. N.J.S.A. 34:19-3(c)(1)-(3).

110. As noted above, Plaintiff reasonably believed that Defendants' conduct was violating state law and that it was incompatible with clear public policies regarding public health, safety, and welfare.

111. As evidenced by the above facts, Defendants unlawfully retaliated against Plaintiff and have made clear that her employment was threatened because she disclosed and objected to Defendants' violations of the law.

112. As a proximate result of Defendants' retaliatory actions against Plaintiff, she has suffered economic and emotional damages and has otherwise been harmed.

**FOURTH COUNT**

**(VIOLATION OF AIDING AND ABETTING UNDER THE  
NEW JERSEY LAW AGAINST DISCRIMINATION)**

113. Plaintiff hereby repeats and realleges all of the allegations set forth above as if set forth at length herein.

114. Based upon acts more fully described above, employees, agents, and servants of Defendants, including DeJoseph, have taken part in, participated in, or otherwise approved of acts of unlawful discrimination against Plaintiff in violation of aiding and abetting under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

115. As a direct and proximate result of Defendants' action, Plaintiff has been damaged and will continue to incur damages.

**FIFTH COUNT**

**(VICARIOUS LIABILITY / EMPLOYER LIABILITY FOR EMPLOYEE ACT)**

116. Plaintiff hereby repeats and realleges all of the allegations set forth above as if set forth at length herein.

117. Defendant Borough is vicariously liable for the acts or omissions of their agents and/or employees who subjected Plaintiff to unlawful discrimination and other violations of her rights.

**WHEREFORE**, Plaintiff demands judgment against Defendants, jointly and severally, assessing penalties and sanctions and awarding her:

- A. Equitable damages, including but not limited to, lost wages, benefits and interest denied her;
- B. Compensatory damages, including all losses resulting from Defendants' unlawful actions;
- C. Pre-judgment and post-judgment interest;

- D. Injunctive Relief, requiring Defendants to reinstate her contractually-agreed to benefits that were wrongfully stripped from her;
- E. Costs of suit, including reasonable attorney's fees as compensable and required under statute;
- F. Punitive Damages;
- G. Statutorily Imposed damages; and
- H. Any such other relief deemed by the court to be equitable and just, as provided by law.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury as to all fact issues that may be tried in this matter.

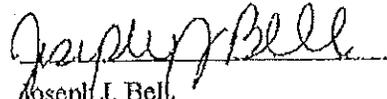
**DESIGNATION OF TRIAL COUNSEL**

Joseph J. Bell, Esq., of The Bell Law Group, P.C., is designated as trial counsel in this matter on behalf of Plaintiff.

CERTIFICATION

In accordance with New Jersey Superior Court Rule 4:5-1, the undersigned hereby certifies that to the best of his knowledge and belief, the specific matters delineated herein are not currently, and have not in the past, been the subject of any current or contemplated action litigated before any Court and that they are not the subject of any current or pending Arbitration proceedings. In addition, the undersigned has no knowledge of any person, entity, or other party who should be joined in this matter.

THE BELL LAW GROUP, PC  
*Attorneys for Plaintiff*

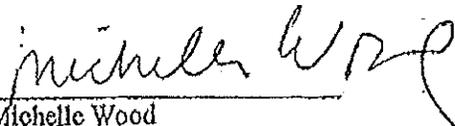
  
Joseph J. Bell

Dated: December 11, 2012

VERIFICATION

1. I am Michelle Wood, the Plaintiff noted above.
2. I have read the foregoing Verified Complaint and on my own personal knowledge I know that the facts set forth therein are true.
3. 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.

Dated: December 11, 2012

  
\_\_\_\_\_  
Michelle Wood

## RELEASE

This **RELEASE**, dated April ,2014 is hereby given:

**BY** the Releasor: **Michelle E. Wood**, referred to hereinafter as "YOU" or "YOUR" or "PLAINTIFF,"

**TO: The Borough of Hillsdale**, including all of its agents, elected officials, officers, employees and assignees;

**1. Release.** **PLAINTIFF Michelle E. Wood** hereby releases and hereby surrenders any and all claims and rights which she may have against these **DEFENDANTS**, its employees and elected officials, its agents and/or its assigns. The effect of this **RELEASE** is to waive all of **PLAINTIFF'S** claims against these **DEFENDANTS**, including any present substantive claims, including those that **PLAINTIFF** is not presently aware of, and those that are not specifically mentioned in the Complaint or Amended Complaint filed on **PLAINTIFF'S** behalf or in this **RELEASE** arising from the claims made only in this Complaint or Amended Complaint as in existence from the beginning of time through the date this **RELEASE** is signed. **PLAINTIFF** also specifically releases and dismisses the following claims:

- A. All claims as set forth in the civil action entitled Michelle E. Wood v. Borough of Hillsdale, et al. filed in the Superior Court of New Jersey, Bergen County, Law Division, Docket No. BER-L-9234-12, including any claims not pleaded therein or any claims cognizable or allowable pursuant to amendment against these **DEFENDANTS**, including but not limited to claims arising under any state civil rights laws or anti-discrimination/anti-harassment/anti-retaliation laws or state statute or regulation, state common law, or any claims otherwise arising from **PLAINTIFF'S** employment with the Borough which have occurred up to and including the date of this **RELEASE**.
- B. All claims by **PLAINTIFF** for physical or emotional injury and illness, litigation costs, attorneys fees in the Superior Court, and damages including but not limited to any claims for reimbursement of costs for litigation, loss of income as the result of any claim for the failure to promote, expenses incurred for any administrative or disciplinary matter, legal fees, medical expenses, sick days, vacation days, salary, bonuses, overtime pay, and medical or health or pension benefits that **PLAINTIFF** would have been entitled to recover pursuant to state or federal common law, or pursuant to any state or federal statute or regulation, or pursuant to the State or Federal Constitutions, or pursuant to any other anti-discrimination/anti-harassment/anti-retaliation laws or any other employment-related tort law, or pursuant to any prior agreement of the parties, or pursuant to any contract or collective bargaining agreement or employment agreement, or pursuant to any **Borough of Hillsdale** ordinances, or pursuant to the New Jersey Court Rules, or as to any claim arising from **PLAINTIFF'S** employment until and including the date of this **RELEASE**.

**2. Terms and Conditions.** PLAINTIFF hereby acknowledges that she is being paid the total sum of \$42,500.00 in full and final payment for making this **RELEASE, in a single draft in that amount made payable to the order of "Michelle E. Wood and Bell, Shivas & Fasolo, P.C., as Attorneys"**.

**3. Understanding of the Parties.** This lawsuit is being settled, and PLAINTIFF hereby agrees that PLAINTIFF will not seek anything further, including any other payment, from these DEFENDANTS as to the claims made in the Complaint. Furthermore, PLAINTIFF hereby expressly agrees that the PLAINTIFF is solely responsible for the payment of all attorneys fees and costs payable to PLAINTIFF'S own attorneys, and PLAINTIFF hereby agrees that none of the parties to this settlement is considered to be a "prevailing party" under state law, such that each party herein, including PLAINTIFF, hereby waives and releases his claim against these DEFENDANTS for attorneys fees and costs pursuant to any state law or pursuant to the Court Rules, and Plaintiff hereby agrees to be responsible, upon Plaintiffs signing of this RELEASE, for the payment of Plaintiffs own attorneys fees and expenses. DEFENDANTS, it agents, elected officials, officers, employees and assignees agree to only render "neutral" references concerning PLAINTIFF should any inquiry be made regarding PLAINTIFF'S employment with the Borough (i.e., names, dates of employment and salary).

**4. No Admissions as to Liability or Damages.** PLAINTIFF hereby agrees that none of these DEFENDANTS have admitted to any liability, nor has any person, elected official, officer, agent, or employee of these DEFENDANTS admitted to any wrongdoing or to any violations of any federal or state laws or statutes or regulations or any **Borough of Hillsdale** Ordinances or the Borough's policies or procedures, and Plaintiff hereby acknowledges that 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 employment-related matter.

**5. Taxability.** PLAINTIFF hereby agrees that no representations have been made by these DEFENDANTS or his own legal counsel, who has instructed him to consult with a Certified Public Accountant, as to either the taxability or non-taxability of this settlement, and PLAINTIFF hereby waives any and all claims against these DEFENDANTS in the event that 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 that PLAINTIFF would have incurred.

**6. Entire Agreement.** PLAINTIFF hereby agrees that the foregoing represents the entire Agreement between the parties, and supersedes any and all prior agreements or understandings, written or oral, if any between the parties.

**7. 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 the

settlement of his claims, and that PLAINTIFF has voluntarily signed said RELEASE in agreement with all the provisions contained herein.

**8. Who is Bound.** PLAINTIFF is 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 or pursuant to any state law or regulation, it is also PLAINTIFF'S intention that PLAINTIFF'S attorneys also be bound by this RELEASE as to PLAINTIFF'S claim for reimbursement of attorneys fees, costs or disbursements. Plaintiff hereby acknowledges that this RELEASE is also made for the benefit of DEFENDANTS, its elected officials, officers, agents, and employees, and for the benefit of all who succeed to DEFENDANTS' rights and to the **Borough of Hillsdale's** duties and responsibilities.

**9. 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 RELEASE is invalid or unenforceable but that by limiting such provision the RELEASE would become valid or enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

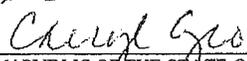
**10. Signatures.** PLAINTIFF understands and hereby agrees to be bound by the terms and the conditions of this RELEASE, as attested to by PLAINTIFF'S signature, which signature is made in the presence of PLAINTIFF'S attorney or a licensed Notary Public.



\_\_\_\_\_  
PLAINTIFF, Michelle E. Wood

Dated:

Sworn and subscribed before me this 3  
Day of April, 2014

  
\_\_\_\_\_  
NOTARY PUBLIC OF THE STATE OF NJ

**CHERYL CAPO**  
**NOTARY PUBLIC OF NEW JERSEY**  
**My Commission Expires 1/11/2017**