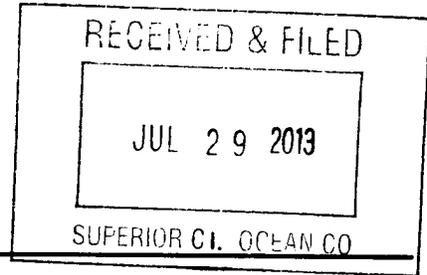


**COSTELLO & MAINS, P.C.**  
By: Kevin M. Costello, Esquire  
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(856) 727-9700  
Attorneys for Plaintiff



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KELLY KARCH,	:	SUPERIOR COURT OF NEW JERSEY:
	:	OCEAN COUNTY – LAW DIV
Plaintiff,	:	
	:	Civil Action
vs.	:	DOCKET NO. 2093-13
TOWNSHIP OF STAFFORD and JOHN	:	
DOES 1-5 AND 6-10,	:	COMPLAINT AND JURY DEMAND
	:	
Defendants.	:	

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Plaintiff, Kelly Karch, residing in Manahawkin, New Jersey, by way Complaint against the defendants, says:

**Preliminary Statement**

This matter arises out of the course of plaintiff's employment with defendants. Plaintiff asserts that she has been denied all wages which are due and owing to her in violation of the New Jersey Civil Rights Act, New Jersey Law Against Discrimination ("LAD"), New Jersey Equal Pay Act ("EPA"), and the common law doctrines of breach of contract, breach of implied contract, breach of duty of good faith and fair dealing, unjust enrichment, and quantum meruit.

A notice of tort claim was served upon defendants under cover of letter dated January 17, 2013, to which no response has been received.

**Identification of Parties**

1. Plaintiff Kelly Karch is, at all relevant times herein, a resident of the State of New Jersey and was an employee of the defendants at all relevant times herein.

2. Defendant Township of Stafford is a municipality located in Ocean County, New Jersey and was plaintiff's employer at all relevant times herein.

3. Defendants John Does 1-5 and 6-10, currently unidentified, are individuals and/or entities who, on the basis of their direct acts or on the basis of *respondeat superior*, are answerable to the plaintiff.

### General Allegations

4. Plaintiff has been employed by defendant Township of Stafford as an Animal Control Officer since 2007 and continues through the date of the filing of this Complaint.

5. Plaintiff was initially employed on a part-time basis and became a full-time employee on or about March 20, 2012.

6. At the time plaintiff became a full-time employee her wages were set at \$15.30 per hour.

7. On or about March 20, 2012, defendant passed Resolution 2012-119, which approved plaintiff as a full-time Animal Control Officer.

8. In or about June 2012, defendant passed Ordinance 2012-20 which set salary ranges for municipal positions for the year 2012.

9. Ordinance 2012-20 set the rate of pay for full-time animal control officers at \$36,530.22 to \$58,950.06.

10. Plaintiff has and had a legitimate claim of entitlement to the rate of pay as set forth in the Ordinance.

11. At no time has plaintiff been paid in accordance with the ordinance.

12. In fact, in 2012, plaintiff earned \$23,689.71, which included 248 hours of overtime.

13. The failure to pay plaintiff her wages as set forth by the municipal ordinance is a deprivation of property without due process.

14. Further, the ordinance and representation that wages to plaintiff would be paid represents a contract, which defendant has breached.

15. In addition and/or in the alternative defendant has breached its implied contract with plaintiff.

16. Inherent in every employer-employee relationship is a duty of good faith and fair dealing.

17. Defendant has breached its duty of good faith and fair dealing to plaintiff.

18. Defendant has been unjustly enriched by the services of plaintiff.

19. Plaintiff is entitled to the quantum meruit of her services, which to date she has not received.

20. Further upon information and belief, plaintiff's male counterpart, David Archer, is paid within the salary range set by the ordinance.

21. A determinative and/or motivating factor in the decision to pay plaintiff less than the salary range set by the Ordinance was and is plaintiff's gender, female.

22. Plaintiff has been forced to suffer both economic and non-economic losses as a result of the actions of her employer.

## COUNT I

### Violation of the New Jersey Civil Rights Act

23. Plaintiff hereby repeats and realleges paragraphs 1 through 22, as though fully set forth herein.

24. For the reasons set forth above, defendant has violated plaintiff's civil rights by denying her wages to which she is entitled.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, cost of suit, attorneys' fees, enhanced attorneys' fees, and any other relief the Court deems equitable and just.

## COUNT II

### Violation of the Law Against Discrimination

25. Plaintiff hereby repeats and realleges paragraphs 1 through 24, as though fully set forth herein.

26. For the reasons set forth above, the defendant's conduct constitutes a violation of the Law Against Discrimination's prohibition against discrimination on the basis of gender.

27. Because all the actions undertaken with regard to plaintiff were purposeful, willful and intentional, and undertaken by members of upper management, or in the alternative, upper management was willfully indifferent to the same, punitive damages are appropriate.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, cost of suit, attorneys' fees, enhanced attorneys' fees, and any other relief the Court deems equitable and just.

## COUNT III

### Violation of the New Jersey Equal Pay Act

28. Plaintiff hereby repeats and realleges paragraphs 1 through 27, as though fully set forth herein.

29. For the reasons set forth above, the defendant's conduct constitutes a violation of the New Jersey Equal Pay Act.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, cost of suit, attorneys' fees, enhanced attorneys' fees, and any other relief the Court deems equitable and just.

#### COUNT IV

##### Breach of Contract

30. Plaintiff hereby repeats and realleges paragraphs 1 through 29, as though fully set forth herein.

31. For the reasons set forth above, defendants have breached their contract with plaintiff resulting in damages suffered by plaintiff for which defendant is liable.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, cost of suit, attorneys' fees, enhanced attorneys' fees, and any other relief the Court deems equitable and just.

#### COUNT V

##### Breach of Implied Contract

32. Plaintiff hereby repeats and realleges paragraphs 1 through 31, as though fully set forth herein.

33. For the reasons set forth above, defendants have breached their implied contract with plaintiff resulting in damages to plaintiff for which defendants are liable.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, cost of suit, attorneys' fees, enhanced attorneys' fees, and any other relief the Court deems equitable and just.

**COUNT VI**

**Unjust Enrichment**

34. Plaintiff hereby repeats and realleges paragraphs 1 through 33, as though fully set forth herein.

35. For the reasons set forth above, defendants have been unjustly enriched by the services of plaintiff for which they are liable to plaintiff.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, cost of suit, attorneys' fees, enhanced attorneys' fees, and any other relief the Court deems equitable and just.

**COUNT VII**

**Quantum Meruit**

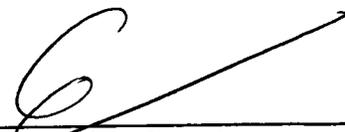
36. Plaintiff hereby repeats and realleges paragraphs 1 through 35, as though fully set forth herein.

37. Defendants have failed to pay plaintiff the quantum meruit of the services that she performed on their behalf such that they are liable to plaintiff in tort.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, cost of suit, attorneys' fees, enhanced attorneys' fees, and any other relief the Court deems equitable and just.

**COSTELLO & MAINS, P.C.**

Dated: 7/25/13

By:   
Kevin M. Costello 



**RULE 4:5-1 CERTIFICATION**

1. I am licensed to practice law in New Jersey and am responsible for the captioned matter.
2. I am aware of no other matter currently filed or pending in any court in any jurisdiction which may affect the parties or matters described herein.

**COSTELLO & MAINS, P.C.**

By:  \_\_\_\_\_ *DZS*  
Kevin M. Costello

**DESIGNATION OF TRIAL COUNSEL**

Kevin M. Costello, Esquire, of the law firm of Costello & Mains, P.C., is hereby-designated trial counsel.

**COSTELLO & MAINS, P.C.**

By:  \_\_\_\_\_ *DZS*  
Kevin M. Costello