

Richard M. Pescatore, P.C.

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Attorney for Plaintiff
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Plaintiff(s)	:	SUPERIOR COURT OF NEW JERSEY
TERESA DELP	:	LAW DIVISION
	:	CUMBERLAND COUNTY
vs.	:	
	:	DOCKET NO.:
Defendant(s)	:	
CITY OF BRIDGETON	:	Civil Action
	:	
	:	COMPLAINT

Plaintiff, Teresa Delp, residing in Stow Creek Township, County of Cumberland, State of New Jersey, by way of complaint against the defendant says:

FIRST COUNT:

1. At all times hereinafter mentioned, the plaintiff was an employee as defined/described by the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-2(b) and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., (NJLAD).
2. At all times hereinafter mentioned, the City of Bridgeton was a public entity and/or public body and/or an employer as defined/described by the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-2(a), and the NJLAD.
3. In and about the beginning of 2012, the plaintiff-Delp made various complaints/objections to members of upper management and/or supervisory personnel as defined/described by the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-2(d), and the NJLAD concerning various matters which she reasonably perceived/believed were a violation of a law, rule or regulation and/or a clear mandate of public policy, including but not limited to the New Jersey Law Against Discrimination, whereby she complained that the City's business administrator engaged in conduct

in violation of the New Jersey Law Against Discrimination based upon the protected class/category of gender and/or sexual orientation and its anti-retaliation provisions.

4. The defendant, by and through its authorized representatives, members of upper management and supervisory personnel, acknowledged plaintiff's complaints/objections and purportedly agreed to undertake subsequent remedial measures concerning the plaintiff's complaints/objections.

5. In and about June 2013, plaintiff then participated in a meeting in the mayor's conference room at the Tourist Center in the City of Bridgeton in attendance with the City Council president, mayor, City Solicitor and her Union representative. During the course of the meeting, the plaintiff's objections/complaints regarding the business administrator were, once again, emphasized, and the defendant-City, by and through its authorized representatives and supervisory personnel, once again agreed to investigate, correct, abate, train and remedy the hostile work environment and violations of the law. In no way did plaintiff agree to compromise or release her statutory CEPA and/or NJLAD rights or claims.

6. The plaintiff relied upon the representations and promises of upper management and supervisory personnel concerning actions to be taken in response to her complaints/objections regarding the business administrator and that specific remedial action(s) would take place, all to her detriment.

7. Subsequent to the aforementioned plan and agreement entered into between the parties, plaintiff then entered into negotiations for a separate and distinct agreement concerning her employment status with the City including her future role, benefits and duties. Said agreement in no way included or involved any compromise of her statutory CEPA and/or NJLAD rights or claims. The agreement set forth the obligations by and between the parties upon plaintiff's separation from employment. Plaintiff's negotiations and the agreement concerning her eventual separation from employment were separate and distinct from the City's obligations as it related to the business

administrator. Plaintiff performed consistent with the agreement(s) and withdrew her membership from her Union in detrimental reliance upon the defendant's promises/agreements and as a condition of the aforementioned employment agreement.

8. After the aforementioned agreement(s) between the parties, the plaintiff's performance and various other personnel matters were discussed among City Council members in meetings where no RICE notice was provided or notice required by law, and plaintiff was unlawfully forbidden to attend said meeting and threatened that if she attempted to do so, it would "negatively" impact upon her and the promises made as more particularly described above.

9. The plaintiff objected to the meeting, failure to be noticed pursuant to the requirements of the law (RICE), and the threats of negative action against her and/or the manner and method in which plaintiff's legitimate employment dispute was being processed or handled by the defendant, which continued unabated.

10. Subsequent to the plaintiff's withdrawal from the Union due in reliance upon the defendant's authorized representatives' representations, the plaintiff was presented with a writing purporting to represent the agreement previously entered into between the parties. The agreement and/or writing presented to the plaintiff was vastly and materially different than what was agreed upon and relied upon by the plaintiff in conducting her affairs, withdrawing from the Union and planning for her eventual departure or potential retirement from the City. In particular, the plaintiff was wrongfully and unlawfully required to release and/or give up all of her statutory CEPA and/or NJLAD rights or claims and to waive any rights to any benefits, including medical benefits, that she may be entitled to from her spouse who also was employed by the City of Bridgeton.

11. The defendant, by and through the acts/omissions of its authorized representatives, retaliated against the plaintiff, failed to honor their previous agreements, forced plaintiff out of her Union and the protection thereof based upon false representations and/or conduct that was otherwise retaliatory

in nature and failed to abate/remedy the hostile work environment. The City's adverse actions toward the plaintiff are in direct response to plaintiff's complaints/objections regarding unlawful activities of the City's business administrator and other unlawful activity of the City of Bridgeton, by and through its authorized representatives, all in violation of the New Jersey Conscientious Employee Protection Act and the anti-retaliation provision of the New Jersey Law Against Discrimination.

12. As a direct and proximate result of the retaliatory adverse action visited upon the plaintiff by the defendant and the presentation of an agreement vastly and substantially different than that which was agreed upon, the plaintiff has been economically harmed, forced to withdraw from her Union, forced to retire under conditions not contemplated by the parties (constructive discharge) and otherwise harmed, suffering economic damages and emotional distress.

WHEREFORE, plaintiff demands judgment against the defendants sufficient to compensate her for her losses, together with any costs of suit, attorney's fees, punitive damages and such other relief as is deemed equitable and just, including reinstatement.

SECOND COUNT:

1. Plaintiff repeats each and every allegation in the First Count and incorporates the same herein by reference thereto.
2. The defendant, by and through its authorized representatives, breached the terms and conditions of an agreement entered into between the parties regarding plaintiff's employment conditions and separation from employment with the defendant-City.
3. As a direct and proximate result of the defendant's breach of the agreement between the parties, the plaintiff sustained economic damages and continues to sustain economic damages.

WHEREFORE, the plaintiff demands judgment against the defendants sufficient to compensate her for her losses together with costs of suit, attorney's fees, and such other relief as is

deemed fair, equitable and just, including reinstatement.

THIRD COUNT:

1. Plaintiff repeats each and every allegation in the First and Second Counts and incorporates the same herein by reference thereto.
2. Defendant's conduct was unlawful and retaliatory in nature in violation of the NJLAD.
4. As a direct and proximate result of the defendant's breach of the agreement between the parties, the plaintiff sustained economic damages and continues to sustain economic damages.

WHEREFORE, the plaintiff demands judgment against the defendants sufficient to compensate her for her losses together with costs of suit, attorney's fees, and such other relief as is deemed fair, equitable and just, including reinstatement.

RICHARD M. PESCATORE
A Professional Corporation

Dated: May 9, 2014

By: /s/ Richard M. Pescatore
RICHARD M. PESCATORE
Attorney for Plaintiff

Certification Pursuant to Rule 4:5-1

I, RICHARD M. PESCATORE, ESQUIRE, hereby certify:

1. The matter in controversy is not the subject of any other action pending in any other court or arbitration proceeding and no such action or proceeding is contemplated, to the best of my knowledge.
2. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me is willfully false, I am subject to punishment.

RICHARD M. PESCATORE
A Professional Corporation

Dated: May 9, 2014

By: **/s/ Richard M. Pescatore**
RICHARD M. PESCATORE
Attorney for Plaintiffs

Demand for Jury Trial

The plaintiff demands a Trial by jury on all issues in accord with the Rules of this Court.

Demand For Immediate Disclosure of All Members of Defendant's Litigation Control Group.

Plaintiff demands, pursuant to R. 4:18-1, and New Jersey case law, a list of those individuals who currently form their litigation control group.

Designation of Trial Counsel



PLEASE TAKE NOTICE that Richard M. Pescatore, attorney for plaintiffs, is hereby by designated as trial counsel in the above entitled matter pursuant to R. 4:25-1 and R. 4:25-4.

RICHARD M. PESCATORE
A Professional Corporation

Dated: May 9, 2014

By: **/s/ Richard M. Pescatore**
RICHARD M. PESCATORE
Attorney for Plaintiffs

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS)		<small>FOR USE BY CLERK'S OFFICE ONLY</small>	
	Use for Initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO.	AMOUNT:
			OVERPAYMENT:	BATCH NUMBER:
ATTORNEY / PRO SE NAME Richard M. Pescatore, Esq.		TELEPHONE NUMBER (856) 507-1000	COUNTY OF VENUE Cumberland	
FIRM NAME (if applicable) Richard Pescatore, PC		DOCKET NUMBER (when available)		
OFFICE ADDRESS 1055 E. Landls Ave Vineland, NJ 08360		DOCUMENT TYPE Complaint		
		JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
NAME OF PARTY (e.g., John Doe, Plaintiff) Teresa Delp, Plaintiff		CAPTION Teresa Delp v. City of Bridgeton		
CASE TYPE NUMBER (See reverse side for listing) 616	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.				
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input checked="" type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> Yes <input type="checkbox"/> No				
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION				
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .				
ATTORNEY SIGNATURE		/s/ Richard M. Pescatore		



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 610 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WR/TS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 288 PRUDENTIAL TORT LITIGATION |
| 271 ACCUTANE/ISOTRETINOIN | 289 REGLAN |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 278 ZOMETA/AREXIA | 291 PELVIC MESH/GYNECARE |
| 279 GADOLINIUM | 292 PELVIC MESH/BARD |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 282 FOSAMAX | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 284 NUVARING | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 288 LEVAQUIN | 601 ASBESTOS |
| 287 YAZ/YASMIN/OCCELLA | 623 PROPECIA |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category Putative Class Action Title 59