

SUPERIOR COURT BERGEN COUNTY
FILED

JUL 16 2012



DEPUTY CLERK

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Attorney for Plaintiff, Laura Hofsommer

<p>LAURA HOFSSOMMER</p> <p>Plaintiff,</p> <p>vs.</p> <p>BERGEN COMMUNITY COLLEGE; MARIE JARDINE, individually and in her official capacity; WILLIAM CORCORAN, individually and in his official capacity; XYZ CORP. INC. (1-10); JOHN DOES (1-10) and JANE DOES (1-10)</p> <p>Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY</p> <p>Docket No.: BER-L- 539012</p> <p>CIVIL ACTION</p> <p>COMPLAINT and JURY DEMAND</p>
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Plaintiff, Laura Hofsommer ("Plaintiff"), complaining of the Defendants, Bergen Community College; MARIE JARDINE, individually and in her official capacity; WILLIAM CORCORAN, individually and in his official capacity; XYZ Corp, Inc. (1-10); John Does (1-10); and Jane Does (1-10), by her attorneys, Law Office of Robert A. Tandy, LLC, alleges and says as follows:

NATURE OF ACTION AND VENUE

1. This is an action to remedy alleged common law violations of tortious interference with economic advantage and defamation.
2. Venue lies in the County of Bergen, State of New Jersey pursuant to R. 4:3-2(a).
3. Plaintiff was an "employee" of Defendant Bergen Community College.
4. Defendant Bergen Community College was Plaintiff's "employer."

5. Defendants Marie Jardine and William Corcoran were/are employees of Defendant Bergen Community College and were Plaintiff's direct supervisors.

6. At all times relevant herein, XYZ Corp., Inc. (1-10) was/were Plaintiff's employer.

7. At all times relevant herein, John Does (1-10) and Jane Does (1-10) were supervisory individuals employed by Defendant Bergen Community College.

STATEMENT OF FACTS

8. On or about May 13, 2002, Plaintiff commenced employment with Defendant Bergen Community College in the position of Public Safety Officer.

9. During the tenure of her employment, Plaintiff performed the essential functions of her job as a PSO and met and/or exceeded Defendants' expectations of employment.

10. On or about March 7, 2006, Plaintiff gave birth to her daughter.

11. After given birth, Plaintiff was diagnosed with and treated for postpartum psychosis.

12. As part of her treatment plan, Plaintiff's doctors prescribed medication to Plaintiff.

13. As a side-effect of the medication Plaintiff was taking for her postpartum psychosis, Plaintiff experienced bouts of drowsiness.

14. At the time Plaintiff was taking medication, she worked the 7:00 am to 3:00 pm shift.

15. As a result of Plaintiff's medication and the time of her work shift, Plaintiff fell asleep during work hours.

16. Plaintiff tried to explain why she had, in fact, fallen asleep on the job.

17. Defendants Jardine and Corcoran did not want to hear Plaintiff's explanation.
18. On or about October 31, 2009, Plaintiff was terminated from her position of employment at Defendant Bergen Community College.
19. In or around 2011, Plaintiff applied for a position of employment as a "Dispatcher" within the Village of Ridgefield Park Police Department.
20. In or around 2011, the Village of Ridgefield Park hired two other applicants for the Dispatcher position(s).
21. In or around February 2012, Lt. Scott Ehalt of the Village of Ridgefield Park Police Department contacted Plaintiff and advised the Village was in the process of filling the position of Dispatcher again; and inquired as to Plaintiff's interest in the position.
22. Lt. Ehalt advised Plaintiff she had been in the top-five (5) applicants in 2011 and that her employment background was great for the position.
23. Plaintiff advised Lt. Ehalt she was interested in the full-time position.
24. Lt. Ehalt advised Plaintiff to submit a second application updating her first application that was on file with the Village of Ridgefield Park.
25. On or about March 9, 2012, Lt. Ehalt, on behalf of the Village of Ridgefield Park Police Department, offered Plaintiff a full-time position of employment as Dispatcher contingent upon a successful completion of a background check.
26. Plaintiff accepted the Village of Ridgefield Park Police Department's offer of employment as Dispatcher.
27. Subsequent to the March 9, 2012 conversation, Lt. Ehalt contacted Plaintiff and advised her the background check was completed and everything was fine and that she would

commence employment by conducting a brief training period as she was working as a Dispatcher in another municipality.

28. On or about March 21, 2012, Lt. Ehalt contacted Plaintiff and advised her that after meeting with Defendants Corcoran and Jardine, the Village of Ridgely Park Police Department was rescinding its offer of employment to Plaintiff.

29. Upon information and belief, Defendants Corcoran and Jardine, on behalf of Defendant Bergen Community College, made comments and representations to Lt. Ehalt relating to Plaintiff's prior employment that were untrue and/or, if said representations were truthful in nature, intentionally omitted and/or failed to provide all circumstances surrounding Plaintiff's termination of employment, i.e., Defendants failed to disclose the reason Plaintiff fell asleep on the job was because she was suffering from and being treated for postpartum depression.

30. Upon information and belief, Defendants Corcoran and Jardine, on behalf of Defendant Bergen Community College, made comments and representations to Lt. Ehalt relating to Plaintiff's prior employment that were untrue including but not limited to statements that Plaintiff was terminated for engaging in the unauthorized access of computers and information on the College's computer system.

31. As a direct and proximate result of the above-conduct, Plaintiff has suffered and continues to suffer substantial loss of income; diminishment of career opportunity; loss of self-esteem; physical manifestations of pain and suffering; disruption of her family life; emotional distress and trauma; pain and suffering; and other irreparable harm.

COUNT ONE

(Tortious Interference with Economic Advantage)

32. Plaintiff repeats and realleges each and every allegation set forth in Paragraphs 1 through 31 of the Complaint as if set forth at length herein.

33. Defendants were not a party to the contractual relationship (expressed or implied) between Plaintiff and the Village of Ridgefield Park Police Department.

34. Defendants, without justification and/or excuse intentionally interfered with Plaintiff's pursuit of economic advantage.

35. Defendants' intentional interference caused the loss of prospective gain for Plaintiff.

36. As a direct and proximate result of the above-conduct, Plaintiff has suffered and continues to suffer substantial loss of income; diminishment of career opportunity; loss of self-esteem; physical manifestations of pain and suffering; disruption of her family life; emotional distress and trauma; pain and suffering; and other irreparable harm.

WHEREFORE, the Plaintiff, Laura Hofsommer, prays for judgment against Defendants Bergen Community College; Marie Jardine, individually and in her official capacity; William Corcoran, individually and in her official capacity; XYZ Corp. Inc. (1-10); John Does (1-10); and Jane Does (1-10) as follows:

- A. For money damages for all economic losses including, but not limited to, lost past and future salary and fringe benefits;
- B. For compensatory damages;
- C. For punitive damages;
- D. For emotional distress damages;
- E. For physical manifestations of pain and suffering;
- F. For attorneys' fees and costs of this action;
- G. For interest at the maximum legal rate on all sums awarded;
- H. For Consequential damages; and
- I. For such other and further relief as the Court deems just and proper.

COUNT TWO

(Defamation)

37. Plaintiff repeats and realleges each and every allegation set forth in Paragraphs 1 through 36 of the Complaint as if set forth at length herein.

38. Defendants negligently failed to ascertain the truth or falsity of a statement(s) made to a representative of a prospective employer of Plaintiff.

39. Defendants knowingly made a false statement(s) to a representative of a prospective employer of Plaintiff and/or failed to provide all circumstances surrounding Plaintiff's termination of employment.

40. Defendants acted in reckless disregard of the truth or falsity of the statements relating to Plaintiff's employment with and separation from Defendant Bergen Community College made to a representative of a prospective employer of Plaintiff.

41. As a direct and proximate result of the above-conduct, Plaintiff has suffered and continues to suffer substantial loss of income; diminishment of career opportunity; loss of self-esteem; physical manifestations of pain and suffering; disruption of her family life; emotional distress and trauma; pain and suffering; and other irreparable harm.

WHEREFORE, the Plaintiff, Laura Hofsommer, prays for judgment against Defendants Bergen Community College; Marie Jardine, individually and in her official capacity; William Corcoran, individually and in her official capacity; XYZ Corp, Inc. (1-10); John Does (1-10); and Jane Does (1-10) as follows:

- A. For money damages for all economic losses including, but not limited to, lost past and future salary and fringe benefits;
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- C. For punitive damages;
- D. For emotional distress damages;
- E. For physical manifestations of pain and suffering;
- F. For attorneys' fees and costs of this action;
- G. For interest at the maximum legal rate on all sums awarded;
- H. For Consequential damages; and
- I. For such other and further relief as the Court deems just and proper.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Court Rule, R. 4:25-4, it is hereby asserted that Robert A. Tandy, Esq. is designated trial counsel for the trial of this action.

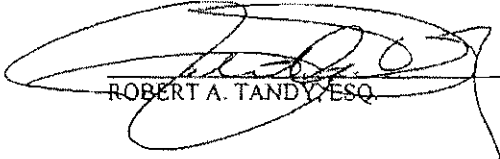
DEMAND FOR TRIAL BY JURY

Plaintiff, Laura Hofsommer, herein demands a trial by jury on all issues.

DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

Pursuant to R. 4:10-2(b), demand is hereby made that you disclose and make a copy to the undersigned of any insurance agreements or policies applicable to this action.

LAW OFFICE OF ROBERT A. TANDY, LLC
Attorney for Plaintiff, Laura Hofsommer

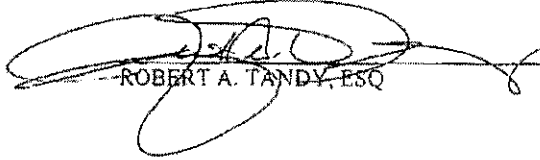

ROBERT A. TANDY, ESQ.

Dated: July 12, 2012

CERTIFICATION PURSUANT TO R.4:5-1 & 1:38-7(b)

I certify that the above matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding, and I have no knowledge that any other action or arbitration proceeding is contemplated. To the best of my knowledge, no other party should be joined in this action. I further certify that confidential personal identifiers have been redacted in accordance with Rule 1:38-7(b).

LAW OFFICE OF ROBERT A. TANDY, LLC
Attorney for Plaintiff, Laura Hofsonner



ROBERT A. TANDY, ESQ

Dated: July 12, 2012

10/15/09

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is made between Laura Hofsommer (hereinafter "Employee") and Bergen Community College, its present and former subsidiaries, divisions, affiliates, agents, employees, directors, officers, and all predecessors and successors, (hereinafter "Employer").

RECITALS

WHEREAS, Employee was an employee of Employer whose employment ended in October 2009; and

WHEREAS, said parties have reached an agreement to fully and finally settle and/or release all claims between them arising out of Employee's employment and separation from employment with Employer, and all other actions and claims Employee has, had or may have against Employer;

NOW, IN CONSIDERATION of the payment to Employee provided for by this Agreement, and other good and valuable consideration and the mutual promises and covenants contained herein, the receipt and sufficiency of which the parties acknowledge, the parties do hereby agree as follows:

1. The above Recitals are made part of this Agreement.
2. Employer shall cause the sum of **\$5,500.00** to be paid to Employee subject to certain conditions set forth in this paragraph. Said amount shall be made by check to be made payable to Employee and delivered to his attorney.
3. Employee shall not apply for re-employment with the Employer.

4. Employer makes no representations regarding the tax consequences of the payment referred to herein and shall not be responsible for any tax liability attributable to Employee or for any interest or penalty arising out of the settlement proceeds for any tax liability attributable to Employee provided for in this Agreement other than for the Employer's share of any FICA, Medicare, FUTA or state unemployment/disability contributions which may be assessed at any time, and any interest and penalties thereon. Employee shall indemnify Employer for any tax liability imposed upon Employer, and for any interest or penalty arising out of or relating to Employer's payment to Employee of the settlement proceeds, other than for the Employer's share of any FICA, Medicare, FUTA or state unemployment/disability contributions which may be assessed at any time, and any associated interest and penalties thereon.

5. Employee hereby releases and forever discharges Employer and its present and former affiliates, subsidiaries, officers, directors, agents, employees, and their successors and assigns, from any and all actions, causes of action, suits, claims, charges or complaints which Employee may have, or claim to have, now or in the future, against any of them up to the date of this Agreement, except as may be necessary to enforce this Agreement.

Employee acknowledges that this general release also includes but is not limited to claims for pay, other compensatory damages, punitive damages, attorney's fees and any other monies and any claims arising under federal, state, and local laws, including but not limited to laws prohibiting employment discrimination, claims arising under the common law for breach of contract and negligence, or claims growing out of any legal restrictions on Employer's right to terminate its employees. Employee hereby expressly waives and releases any and all claims or rights including but not limited to those arising under the Age Discrimination in Employment Act, as amended, 29

U.S.C. §621 et. seq., the Civil Rights Acts of 1964 and 1991, 42. U.S.C. §2000e, et seq. the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq., Title VII of the Federal Civil Rights Act of 1964, as amended 42 U.S.C. § 2000 (3), et seq., and claims arising under the Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq. This Agreement also expressly releases any and all claims for compensatory and punitive damages and attorneys' fees (other than the fees to be paid as set forth in this Agreement), costs or other expenses incurred by Employee in pursuit of any claim by Employee against Employer.

6. Employee further covenants and promises that to the fullest extent permitted by law (and consistent with the EEOC Enforcement Guidance on Non-Waivable Employee Rights), (i) the Employee will not hereafter file or cause to be filed on the Employee's behalf any charge, complaint or legal or administrative action of any nature before any court or administrative agency to assert any claim against Employer arising out of Employee's employment with, employment applications to, or termination of employment from Employer, and (ii) the Employee will withdraw, with prejudice, by signed notice of dismissal, any charge or complaint against Employer which the Employee has filed with any court or administrative agency, and provide a signed original of said notice to Employer for filing with such agency.

7. Employer for itself and for its present and former affiliates, subsidiaries, officers, directors, agents, employees, and their successors and assigns, release and forever discharge Employee from any and all actions, causes of action, suits, claims, charges or complaints which they may have, or claim to have, now or in the future, against Employee up to the date of this Agreement, except as may be necessary to enforce this Agreement.

8. This Agreement does not constitute an admission by Employer of any wrongful action or violation of any federal or state statute, or common law rights, including those relating to the provisions of any law or statute concerning employment actions, or of any other possible or claimed violation of law or rights.

9. Employee and Employer mutually represent to each other that they have not assigned to any third party any claim that the Employee or Employer, as the case may be, have against the other.

10. In the event that any third party makes a claim against Employee which relates to Employee's actions or omissions as an Employee of Employer, Employer shall indemnify, defend and hold harmless Employee to the fullest extent permitted by the law of New Jersey for any attorney's fees, costs, damages or settlement which Employee incurs in defending or in resolving through judgment or settlement such claim and Employee shall continue to have the benefit of any insurance policy which benefits employees of the Employer notwithstanding such release.

11. The terms of this Agreement shall be kept confidential, subject only to disclosures mandated by the Open Public Records Act or other law or court order. Employee agrees not to disclose the fact, terms or amount thereof to any person other than the Employee's immediate family, accountant, financial advisor, attorney, income tax preparer or similar professional, or taxing authorities, unless otherwise ordered by a court of competent jurisdiction. Employer agrees not to disclose the fact, terms or amount thereof to any person other than its accountants, auditors, attorneys, tax preparers, or other persons on a "need-to-know" basis, or unless otherwise ordered by a court of competent jurisdiction. Neither party to this Agreement shall disparage the other.

12. By executing this Agreement, Employee represents and acknowledges that the Employee does not rely, and has not relied upon, any representation or statement not set forth in this Agreement made by Employer or its counsel with regard to the subject matter, basis, or effect of this Agreement or otherwise.

13. This Agreement shall be binding upon and inure to the benefit of the Employee, the Employer and any of their respective heirs, legal or personal representatives, employees, officers, directors, successors or assigns.

14. This Agreement sets forth the entire Agreement between the parties and supersedes any and all prior agreements or understandings between the parties. This Agreement may not be modified, altered, or changed except upon express written consent of the parties wherein specific reference is made to this Agreement.

15. In the event of a claimed breach of this Agreement, either party may seek relief, including damages, restitution and injunctive relief, at law or in equity, in a court of competent jurisdiction.

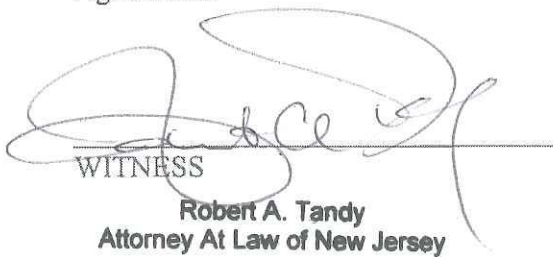
16. This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of New Jersey. Each of the parties participated in drafting this Agreement after consulting with counsel. Therefore, the language of this Agreement shall not be presumably construed in favor of or against either party.

17. The parties represent that the undersigned are fully authorized to execute this Agreement and that all corporate formalities attendant to the execution of this Settlement Agreement and Release have been satisfied.

18. Employee acknowledges that the Employee has carefully read and fully understands all of the terms of this Agreement, including the general release contained herein, that the Employee has had a reasonable period of time to consider the terms hereof, and that the Employee enters into this Agreement voluntarily and with the advice of counsel.

19. This Agreement is effective upon its execution by all parties and the expiration of the seven day revocation period referred to below. This Agreement may be executed in multiple counterparts, each of which shall be considered an original but all of which shall constitute one Agreement. The Employee has had twenty-one days to review and sign this Agreement. The Employee has the right to revoke his acceptance of this Agreement for a period of seven (7) calendar days after the Employee has signed it and executed it, not including the day it was executed. The Employee's revocation of the Agreement must be in writing, signed, and dated and received by the Employer on or before the expiration of said seven day period.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement.


WITNESS
Robert A. Tandy
Attorney At Law of New Jersey

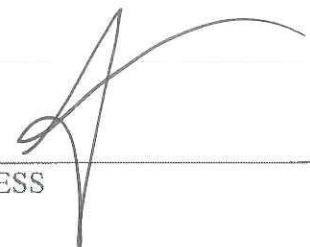

LAURA HOF SOMMER

Date:

BERGEN COMMUNITY COLLEGE

By: 

Date:


WITNESS