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<p>Lee Ann Ayres, Susan Baresich, Paulette Conn, Ismael Franqui, Karen Freundlich, Lillian Palladino, Amanda Riddell-Tessein, Rodney Smyth, Susan Teti, Susan Tomlinson, Nicole Vinci, Carleen Wilson, Karen Wood, the Estate of Nancy Powell, Charles Powell, Sr., Charles Powell, Jr., Derek Powell, and Marc Freeman Powell,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>Deptford Township Board of Education,</p> <p style="text-align: center;">Defendant.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION GLOUCESTER COUNTY</p> <p>Docket No. <i>GLO-2-1141-14</i> Civil Action</p> <p style="text-align: center;">COMPLAINT AND JURY DEMAND</p>
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Plaintiffs, Lee Ann Ayres, Susan Baresich, Paulette Conn, Ismael Franqui, Karen Freundlich, Lillian Palladino, Amanda Riddell-Tessein, Rodney Smyth, Susan Teti, Susan Tomlinson, Nicole Vinci, Carleen Wilson, Karen Wood, the Estate of Nancy Powell, and Charles Powell, Sr., Charles Powell, Jr., Derek Powell, & Marc Freeman Powell, (hereinafter collectively referred to as "Plaintiffs"), respectively residing at 1105 Bennett Drive, Deptford, NJ 08096; 332 Lycoming Avenue, Wenonah,

NJ 08090; 101 Hampshire Drive, Deptford, NJ 08096; 1313 Jackson Street, Camden, NJ 08104; 627 Whitehall Road, Newfield, NJ 08344; P.O. Box 5462, Deptford, NJ 08096; 300 West Main Street, Maple Shade, NJ 08052; 341 Harvey Avenue, Wenonah, NJ 08090; 1632 Almonesson Road, Deptford, NJ 08096; 1600 Laurel Road, Apt. A 1, Lindenwold, NJ 08021; 145 Crestview Drive, Deptford, NJ 08096; 407 Rand Street, Camden, NJ 08105; 605 Fox Run Road, Sewell, NJ 08080; 154 Carver Drive, Wenonah, NJ 08090 (for Plaintiffs Charles Powell, Sr., Charles Powell, Jr. and Derek Powell); and 513 Lafayette Avenue, Apt. D, Woodbury, NJ 08096 (for Plaintiff Mark Freeman Powell); by way of complaint against Defendant, the Deptford Township Board of Education, Gloucester County ("Board"), with its principal place of business located at 2022 Good Intent Road, Deptford, NJ 08096, say as follows:

FIRST COUNT

1. Each Plaintiff, with the exception of the Estate of Nancy Powell, and Charles Powell, Sr., Charles Powell, Jr., Derek Powell, and Marc Freeman Powell,¹ is an employee of the Board. Nancy Powell, now deceased, was formerly employed by the Board.

2. Defendant is the Board of Education of Deptford Township, a body corporate and politic responsible for the

¹ Plaintiffs Charles Powell, Sr., Charles Powell, Jr., Derek Powell, and Marc Freeman Powell herein collectively constitute "the Estate of Nancy Powell," and these Plaintiffs are named in that capacity and individually.

operation and administration of the public schools in Deptford Township.

3. Plaintiffs (except for the Powell Plaintiffs) began their respective employments with the Board on December 19, 2008; December 15, 2008; March 12, 2001; August 30, 2011; September 8, 2009; March 16, 2010; October 4, 2011; September 1, 2012; February 27, 2009; April 20, 2009; September 29, 2011; February 9, 2009; September 10, 2009; and November 13, 2007. Nancy Powell began her employment with the Board on November 13, 2007, and the other Powell Plaintiffs were never employed by the Board.

4. Prior to filing this action, Plaintiffs complied with all of the notice requirements of N.J.S.A. 59:8-1, et. seq.

5. As a result of Nancy Powell's employment, Nancy Powell, the Estate of Nancy Powell, and the Powell Plaintiffs acquired the same pension rights as the other Plaintiffs in this matter. The Powell Plaintiffs, in their individual capacities and as the estate of Nancy Powell, also acquired certain rights in life insurance benefits that should have been provided to Nancy Powell, as well as the right she had to retroactive enrollment in the Defined Contribution Retirement Program, described more fully below.

6. By letter dated May 7, 2013, the Board's Business Administrator/Board Secretary informed the Plaintiffs and Nancy

Powell that they were going to be enrolled in the State of New Jersey Defined Contribution Retirement Program.

7. Plaintiffs, excluding Nancy Powell, were enrolled in the Defined Contribution Retirement Program on June 11, 2013.

8. Nancy Powell should have been enrolled in the Defined Contribution Retirement Program, but was never enrolled in the Program, as she passed away on June 10, 2013.

9. None of the Plaintiffs were enrolled in the Defined Contribution Benefit Program in a timely manner.

10. The Board was required to enroll each Plaintiff and Nancy Powell in the Defined Contribution Benefit Program on each of their respective dates of hire pursuant to applicable statutes and regulations, but the Board failed to do so due to its negligence.

11. As the result of the Board's negligence in not enrolling Nancy Powell in the Defined Contribution Retirement Program, the Estate of Nancy Powell and the Powell Plaintiffs, individually and as the estate, did not receive the pension contributions, interest, and other benefits it and they would have received from the date of Nancy Powell's employment through her date of death, and it/they did not receive the life insurance proceeds that it/they would have been received if Nancy Powell had been enrolled in a timely manner.

2. As a result of the Board's negligence, pension credit was not provided and pension contributions were never made for any Plaintiff from their dates of hire through June 11, 2013.

13. As a result of the Board's negligence in failing to enroll Plaintiffs in the Defined Contribution Retirement Program in a timely manner, Plaintiffs have suffered and will suffer the following harm:

A. Loss of contributions from their respective dates of hire through June 11, 2013;

B. Loss of interest on the contributions referred to above, and continued loss of interest on those contributions until their retirements;

C. Loss of future value of their pensions, due to their pensions not acquiring interest on a compound basis on the contributions which were never made; and

D. Loss of life insurance coverage.

WHEREFORE, Plaintiffs demand judgment:

A. For damages reflecting loss of contributions from Plaintiffs' respective dates of hire through June 11, 2013;

B. For damages reflecting loss of interest on the contributions referred to above, and additional damages through continued loss of interest on those contributions;

C. For damages reflecting loss of future value of Plaintiffs' pensions, due to the pensions not acquiring interest

on a compound basis on the contributions which were never made, continuing until their retirements;

D. For damages reflecting retroactive and prospective statutory life insurance coverage, and in addition, in the case of the Estate of Nancy Powell and the Powell Plaintiffs, life insurance proceeds;

E. For interest;

F. For attorney's fees and expert witness fees pursuant to N.J.S.A. 59:9-5;

G. For costs of suit;

H. For expert witness fees; and

I. For such other relief that this Court deems just and appropriate.

SECOND COUNT

14. Plaintiffs repeat all of the paragraphs of the First Count of the Complaint as if set forth herein at length.

15. The statutes and regulations which required the Board to enroll each Plaintiff and his/her beneficiaries in and provide the benefits of the Defined Contribution Retirement Program constitute an implied and/or express part of the contracts of employment between Plaintiffs and Defendant.

16. Plaintiffs' beneficiaries, particularly the estate of Nancy Powell and the Powell Plaintiffs, are and were direct

parties to the employment contracts or, alternatively, were third party beneficiaries of said contracts.

17. Defendant's failure to enroll Plaintiffs in the Defined Contribution Retirement Program in a timely manner constituted a breach of said contracts and as a result of said breach, Plaintiffs, the Estate of Nancy Powell, and the Powell Plaintiffs were damaged in the manner set forth in the First Count of the Complaint.

WHEREFORE, Plaintiffs demand judgment against the Board for the same relief requested in the First Count of the Complaint.

Respectfully submitted,

ZAZZALI, FAGELLA, NOWAK,
KLEINBAUM & FRIEDMAN
Attorneys for Plaintiffs

By:


Richard A. Friedman, Esq.

Dated: August 12, 2014

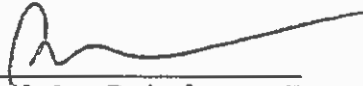
JURY DEMAND

Plaintiffs hereby request a trial by jury on all issues so triable.

Respectfully submitted,

ZAZZALI, FAGELLA, NOWAK,
KLEINBAUM & FRIEDMAN
Attorneys for Plaintiffs

By:


Richard A. Friedman, Esq.

Dated: August 12, 2014

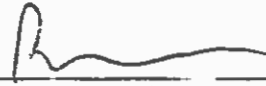
TRIAL ATTORNEY DESIGNATION

Pursuant to R. 4:5-1, Richard A. Friedman, Esq. is hereby designated as trial attorney.

Respectfully submitted,

ZAZZALI, FAGELLA, NOWAK
KLEINBAUM & FRIEDMAN
Attorneys for Plaintiffs

By:


Richard A. Friedman, Esq.

Dated: August 12, 2014

CERTIFICATION PURSUANT TO R. 4:5-1


Pursuant to R. 4:5-1, the undersigned certifies that to the best of his knowledge, the within matter in controversy is not the subject of any other action pending in any other Court or in any pending arbitration proceeding. However, it is counsel's understanding that some of the Plaintiffs may be entitled to be

enrolled in the Public Employees' Retirement System, with such enrollment being under the De inquent Enrollment provision of the PERS statutory scheme, and consequently an application may be made to the Public Employees' Retirement System for such enrollment and relief.

In addition, counsel may seek a directive to the Defendant from the Defined Contribution Retirement Program compelling it to enro l Plaintiffs in the Defined Contribution Retirement Program retroactive to the dates Plaintiffs commenced employment with the Defendant.

Respectfully submitted,

ZAZZALI, FAGELLA, NOWAK
KLEINBAUM & FRIEDMAN
Attorneys for Plaintiffs

By: 
Richard A. Friedman, Esq.

Dated: August 12, 2014