

*Richard M. Pescatore, P.C.*

1055 East Landis Avenue  
Vineland, New Jersey 08360  
(856)-507-1000  
Attorney for Plaintiff  
NJ Attorney ID: 021841985

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

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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

**SETTLEMENT AGREEMENT AND GENERAL RELEASE**

This Settlement Agreement and General Release (hereinafter "Release") is made and entered into this                    day of January, 2016, by and between Teresa Delp and her heirs, assignees, estate, executors, and administrators (hereinafter referred to as "Plaintiff"), the Plaintiff in the Superior Court of New Jersey, Law Division, Cumberland County, Docket No. CUM-L-000342-14, and the City of Bridgeton (the "City" or "Bridgeton"), (hereinafter referred to as "Defendant")

*WHEREAS*, Plaintiff brought the aforementioned lawsuit asserting claims as are more fully set forth in the pleadings filed; and

*WHEREAS*, Defendant denies and continues to deny any liability for the claims alleged on behalf of all the Defendant, as well as the City's officers and employees ; and

*WHEREAS*, Plaintiff continues to assert the validity of her claims; and

*WHEREAS*, Plaintiff and Defendant (hereinafter collectively "the Parties") wish to avoid further litigation and resolve their differences; and

*WHEREAS*, Plaintiff agrees to voluntarily withdraw, with prejudice, her claims against the Defendant, the City of Bridgeton:

*NOW THEREFORE*, in consideration of the mutual covenants and promises set forth herein, and intending to be bound legally thereby, the Parties agree as follows:

1. The City of Bridgeton, shall pay to Plaintiff, by a settlement draft payable to "Richard M. Pescatore, Esq., in Trust for Teresa Delp", the amount of One Hundred Forty-Two Thousand Five Hundred dollars (\$142,500.00), which includes legal fees, fees, and costs, in full and final settlement of Plaintiff's claims for damages of any sort that Plaintiff has alleged that she has suffered and includes any amount due and owing to Plaintiff by Defendant.

2. Payment of the sum set forth in subsection (1), *supra*, and execution of this Release shall extinguish all of Plaintiff's pending litigation and shall satisfy all claims that Plaintiff may have against Defendant as of the date Plaintiff executes this Agreement. Payment of such sum and execution of this Release also shall satisfy all claims for attorneys' fees, expenses, and/or costs by Plaintiff and/or her attorneys pursuant to any statute or rule of court.

3. As a further condition of this settlement agreement, Plaintiff shall continue to receive single health benefits paid by the City of Bridgeton through December 31, 2018. The payment will be paid directly to the State of New Jersey. Plaintiff waives any claim, right, title or interest in continued single medical benefits payments by the City of Bridgeton after December 31, 2018.

4. As a further condition of this settlement agreement, Plaintiff waives any claim, right, title or interest she may have for spousal health benefits for coverage from the City of Bridgeton for Plaintiff's spouse, as a dependent of Plaintiff. Additionally, Plaintiff waives any claim, right, title or interest she may have for health insurance coverage from the City of Bridgeton as a dependent under her spouse's health insurance plan.

5. This Agreement shall in no way be construed as an admission that Defendant or any of its officers or employees, acted wrongfully with respect to Plaintiff or that Plaintiff has any claim against the Defendant, or their officers or employees. Defendant specifically disclaims any liability to or wrongful conduct against Plaintiff.

6. Plaintiff, on behalf of herself, her heirs, assignees, estate, executors, and administrators, hereby fully releases and forever discharges Defendant or any of its officers or employees; and Nationwide E&S Specialty (hereinafter "Released Parties") from any and all claims, demands, or causes of action, known or unknown, that she may now have or ever had as of the date of execution of this Agreement against Released Parties, their agents, officers,

directors, employees, agents, insurers, representatives, heirs, and attorneys under any federal, state, or local law or regulation including equitable claims and administrative claims. This Agreement expressly extinguishes any and all claims under breach of contract, retaliation, unlawful discrimination or harassment, including, but not limited to, those based on age, sex, race, color, religion, national origin, citizenship, veteran status, sexual orientation, gender orientation, disability, or any other status protected by applicable law. These include, but are not limited to, any and all claims Plaintiff may have under the Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. ("CEPA"); the New Jersey Law Against Discrimination ("NJLAD"), N.J.S.A. 10:5-1 et seq.; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e et seq. ("Title VII"); the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §621 et seq. ("ADEA"); the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. ("ADA"); Section 1981 of the Civil Rights Act of 1866; the Sarbanes-Oxley Act of 2002; the federal Family and Medical Leave Act, 29 U.S.C. §2611 et seq. ("FMLA"); the New Jersey Family Leave Act, N.J.S.A. 34:1113-1 et seq. ("NJFLA"); the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001 et seq. ("ERISA"); the Worker Adjustment and Retraining Notification Act ("WARN"), 29 U.S.C. §2101, et seq.; federal and state wage and hour laws; Executive Order 11246; and any other applicable federal, state, foreign or local statute, regulation or ordinance prohibiting discrimination, harassment or retaliation. Plaintiff releases any and all other claims and rights she may have against the Defendant, including, but not limited to, claims for whistle-blowing, wrongful discharge, breach of contract (express or implied), breach of promise, unjust dismissal, unfair competition, breach of fiduciary duty, breach of the implied covenant of good faith and fair dealing, invasion of privacy, defamation, wrongful denial of benefits, intentional and

negligent infliction of emotional distress, intentional and negligent misrepresentation, fraud, negligence, any intentional torts, and/or any claims for wages, benefits, compensation, costs, fees, or other expenses, including attorneys' fees. Plaintiff further releases any and all claims under common law, known and unknown, whether or not pled including any and all claims that could arise from the incidents alleged in Plaintiff's Complaint. It further includes claims by Plaintiff or her attorneys for attorneys' fees, expenses, and costs.

7. Plaintiff agrees, to the extent permitted by law, to keep the terms of this Agreement confidential.

8. Defendant agrees, to the extent permitted by law, to keep the terms of this Agreement confidential.

9. Plaintiff further agrees, represents, and warrants that any liens, including, without limitation, any child support liens, Workers' Compensation liens, Medicare or Medicaid liens, other medical liens, insurance liens, New Jersey Hospital Care Payment Assistance Program ("Charity Care") liens, Department of Public Welfare ("DPW") liens, attorney liens or any other potential liens arising from or related to the injuries and/or damages sustained in the subject incident, or benefits received by Defendant as a result thereof, have been settled and/or fully satisfied. However, in the event that any such lien(s) are asserted or attempted to be asserted against Defendant, then Plaintiff agrees that she will satisfy such lien(s), and Plaintiff further agrees to defend, indemnify, and forever hold harmless Released Parties from and against any and all liens, claims, cross claims, demands, suits or actions for contribution, indemnity and/or subrogation by any other person(s), party(ies), or entity(ies) which have been or may be made against Released Parties on account of or in any manner resulting from any losses, damages, benefits, liens or payments received which arise out of, or are in any way related to, the incident

that is the subject of the above-referenced lawsuit, including, without limitation, any Workers' Compensation liens, Medicare or Medicaid liens, any medical liens, subrogation liens, claims, demands, or suits asserted or to be asserted by any insurance carrier(s), health insurance carrier(s), disability insurance carrier(s), hospitals, medical centers, doctors, nurses, health care providers, public welfare agencies, attorneys or any other persons or entities from whom Plaintiff and/or her heirs, beneficiaries, successors-in-interest and/or assigns have received, are receiving and/or may be entitled to receive, any services or benefits.

10. Plaintiff agrees to indemnify, hold harmless and defend Released Parties from any cause of action, including, but not limited to any loss of Medicare or Social Security benefits, or any recovery the Centers for Medicare and Medicaid Services may pursue, including for any recovery sought by Medicare for past, present and future liens. Plaintiff also agrees to release any right to bring any possible future action under the Medicare Secondary Payer Statute (MSP) against Defendant and their Insurers.

11. Plaintiff declares and expressly warrants that she is not a Medicare recipient as of the date of this Release and that no conditional payments have been made by Medicare. Therefore, no Medicare Set Aside Arrangement ("MSA") is being established. In the event any of the above information is false or is in any way incorrect, Plaintiff shall be solely liable for any and all actions, causes of action, penalties, claims, costs, services, compensation or the like resulting from these inaccuracies. Plaintiff further agrees to indemnify, defend and hold harmless Defendant, including Defendant's past, present and future officers, directors, shareholders, attorneys, insurers, trustees, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may

hereafter be affiliated, from and against any action, cause of action, claim, penalty, statutory fine, and attorneys' fees, including, but not limited to, an action to recover or recoup Medicare benefits paid or a loss of Medicare benefits or for any recovery sought by Medicare, including past, present and future payments, benefits, qualified expenses and/or liens, and including any such claims, actions, causes of action, enforcement proceedings, penalties and similar sanctions under the Medicare Secondary Payer Act ("MSP Act"), 42 U.S.C. § 1395y and its accompanying federal regulations at 42 CFR § 411.1, *et seq.*, including 42 CFR § 411.46 and 42 CFR § 411.47. Plaintiff, further agrees to waive any and all potential future rights, rights of action, causes of action and claims that she may have against Defendant, including Defendant's past, present and future officers, directors, shareholders, attorneys, insurers, trustees, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors and successors in interest and assigns and all other persons, firms or corporations with whom any of the former have been, are now, or may hereafter be affiliated, under the requirements, regulations and provisions of the MSP Act and its accompanying regulations.

12. Child Support Certification. Plaintiff hereby acknowledges and understands her obligation to comply with the legal requirements of N.J.S.A. 2A:17-56.23b, including, but not limited to, the requirement to perform a certified child support judgment lien search and to provide Releasees with said documentation prior to the Releasees' disbursement of the Payment. Plaintiff agrees that she shall direct her attorney to perform the judgment search required by N.J.S.A. 2A:17-56.23b, and deliver a copy of the certification to Releasees' counsel. Plaintiff further understands and acknowledges that, no settlement funds due Plaintiff under this Release shall be released prior to the receipt of the judgment search certification.

13. The foregoing provisions are specifically intended to prevent Defendant from ever having to make any payment(s), other than the payment(s) referenced herein above, to any person(s) or entity(ies) for the injuries and/or damages allegedly sustained by Plaintiff, as a result of the subject incident, or any treatment or benefits received as a result thereof, and to require Plaintiff to provide full indemnity to Defendant.

14. This General Release is intended to be, and shall be construed as, a protection and legal defense for Defendant from and against ever being required to make any payment(s) to Plaintiff and/or to any other person(s) or entity(ies) as a result of the subject incident or this agreement, other than the payment(s) referenced herein above to or on behalf of the Plaintiff provided for in this Release. As further consideration of the Settlement Payment referred to above, Plaintiff hereby covenants, warrants, and agrees that she will not seek anything further, including any other payments, from Defendant, as a result of the subject incident or this agreement. As further consideration for the Settlement Payment referred to above, Plaintiff hereby covenants, warrants, and agrees that she will not prosecute, either directly or indirectly, any action or appeal against Defendant for any claim, demand, action or cause of action for damages arising out of the subject incident (including, without limitation, the subject lawsuit), whether the claim is developed or undeveloped, resulting or to result, known or unknown, which she ever had, now have, or which her heirs, executors, or administrators hereinafter can, shall or may have, as a result of the subject incident or this agreement.

15. Plaintiff agrees to defend, indemnify and forever save harmless Defendant from and against any and all claims, cross-claims, demands, or actions for contribution, indemnity and/or subrogation by any other person(s), party(s) or entity(s), which have been or may be made



against Defendant on account of, or in any manner resulting from said injuries, losses or damages arising out of or in any way related to the subject incident and/or subject lawsuit.

16. Any dispute about this Agreement that cannot be resolved by agreement shall be decided under the laws of the State of New Jersey, irrespective of any applicable choice of law, or conflicts of law provision.

17. Plaintiff hereby declares that the terms of this settlement have been completely read and understood; and that she has discussed the terms of this settlement with legal counsel of her choice, who has explained the language, terms and meaning of this Settlement Agreement and General Release.

**The remainder of this page is intentionally left blank.**

Teresa Delp  
TERESA DELP

Date:

On this, the 18<sup>th</sup> day of January, 2016, before me personally appeared TERESA DELP, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

**IN WITNESS WHEREOF**, I hereunto set my hand and notarial seal.

Toni Pauls  
NOTARY PUBLIC

My commission expires

TONI PAULS  
Notary Public, State of New Jersey  
My Commission Expires  
March 22, 2017