

COSTELLO & MAINS, P.C.
By: Kevin M. Costello, Esquire
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Attorneys for Plaintiffs

DENISE BRODO,	:	SUPERIOR COURT OF NEW JERSEY:
	:	CAMDEN COUNTY – LAW DIVISION
Plaintiff	:	
	:	Civil Action
vs.	:	
	:	DOCKET NO.: L 3310-13
TOWNSHIP OF HADDON, HADDON	:	COMPLAINT AND JURY DEMAND
TOWNSHIP POLICE DEPARTMENT,	:	
AND JOHN DOES 1-5 AND 6-10,	:	
Defendants.	:	

Plaintiff, Denise Brodo, residing in Sewell, New Jersey, by way of Complaint against the defendants, says:

Preliminary Statement

This matter is opened to the Court under New Jersey Conscientious Employee Protection Act (“CEPA”).

Identification of Parties

1. Plaintiff, Denise Brodo, is, at all relevant times herein, a resident of the State of New Jersey and was employed by defendant, jointly and severally.
2. Defendant, Township of Haddon, is a public entity in the State of New Jersey and is plaintiff's employer.
3. Defendant, Haddon Township Police Department, is a public entity in the State of New Jersey and was plaintiff's employer.
4. 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 in this matter.

General Allegations

5. Plaintiff has been employed by defendant as a Communication Specialist/Class II Officer since April 1, 1998, and is still presently employed.
6. Throughout the course of her employment, plaintiff has performed her job up to the reasonable expectations of her employer.
7. Among plaintiff's many job responsibilities, she also does payroll for the Township.
8. Prior to February 25, 2013, plaintiff sent a bill to the Haddon Township Board of Education for a special detail that Officer Robert Preziosi had covered at Haddon Township High School.
9. On February 25, 2013, plaintiff received a fax from Haddon Township Board of Education indicating that "Preziosi was paid in cash by NJSIAA on 2/11/13."

10. Since plaintiff had been preparing a check to issue to Preziosi for his detail on this event, she stopped preparing the check so that Preziosi would not be doubly paid.

11. Other than the aforementioned fax, no one, including Preziosi, had advised plaintiff that he had already been paid for his detail on this event.

12. Plaintiff advised Sergeant Sean Gooley that she had not been informed that Preziosi had already been paid, and that she had been preparing to issue him a check for this detail, when she learned that he had in fact already been paid by NJSIAA.

13. Plaintiff then reported this to Personnel Director, Betty Band.

14. Later that day, Sergeant Gooley called plaintiff into his office and said, "I remember, Preziosi called me the day after that event to let me know that he took cash for that event."

15. Plaintiff asked Sergeant Gooley, "Why wouldn't you tell me, so that I wouldn't end up paying him twice?"

16. Sergeant Gooley responded, "This officer actually took cash for a double detail for that event."

17. Plaintiff obtained the activity log for Preziosi that night, which indicated that he only covered one event, and should have only been paid for one event.

18. When plaintiff showed Sergeant Gooley the activity log, he screamed at plaintiff and said, "This fucking place! These fucking assholes!"

19. The next day, Betty Band told plaintiff not to pay Preziosi.

20. Thereafter, Supervisor Sergeant Scott Bishop approached plaintiff and said, "The money is getting paid back. Officer Preziosi is bringing a check to the school today. He is entitled to be paid."

21. Plaintiff responded, "I am not allowed to pay him. Betty Band already told me not to pay him."

22. Hearing this, Sergeant Gooley said, "You have to do what we say. You work for us, not them."

23. Plaintiff responded, "No, actually I'm a civilian employee. I work for the Township."

24. Sergeant Gooley got visibly upset and stormed out of the room.

25. Later that day, Sergeant Gooley refused to offer plaintiff a sporting event detail for which, clearly, additional officers were needed.

26. After not being offered the event, when plaintiff asked Sergeant Gooley to be assigned to it, plaintiff told Betty Band "They're holding jobs from me now. They're really taking this all out on me."

27. The following day, Sergeant Bishop approached plaintiff and told plaintiff to pay Preziosi the money.

28. Again, when plaintiff advised that Betty Band told her not to pay Preziosi, Sergeant Bishop screamed at her, "You work for us!"

29. The next day, there were approximately three officers "on the street" because it was "range week," when officers get requalified for the use of their handguns.

30. During this week, plaintiff's supervisors have customarily asked her to work traffic detail.

31. Instead of asking plaintiff to work traffic detail, for which she would have been paid a higher rate of pay, Sergeant Gooley asked Audubon Police Department for officers to cover their streets.

32. Plaintiff was not offered the sporting event detail and the traffic detail in retaliation for refusing to pay Preziosi.

33. A short time later, Sergeants Gooley and Bishop called plaintiff into an office and said, "We're the supervisors now. You don't work for the Township. You work for us. You have to listen to us. You should be careful with your past employment history. You don't have the right to go to the Township and tell them what goes on in our department."

34. Plaintiff informed Betty Band about this meeting, and Ms. Band stated, "I can't have them retaliating against you about this incident. I have to talk to them."

35. Thereafter, plaintiff was advised that she could no longer do payroll or open the mail, thus reducing plaintiff's job responsibilities.

36. On May 1, 2013, plaintiff was issued a five day unpaid suspension for alleged "tardiness" and insubordination.

37. At this meeting, Sergeants Bishop and Gooley advised plaintiff that on May 13, 2013, at the end of her unpaid suspension, she was to take off her badge and take the patches off of her shirt, and turn in all police department equipment because, "You are no longer a Class II Officer."

38. Plaintiff has been caused to suffer economic harm, in that her suspension was unpaid, and she has been refused police detail work.

39. By objecting to and refusing to participate in conduct which plaintiff reasonably believed to be unlawful, fraudulent and against public policy, to wit, refusing to cause the Township to pay Preziosi twice for a sporting event detail, plaintiff engaged in protected conduct under CEPA.

40. In direct retaliation for plaintiff's protected conduct under CEPA, plaintiff was issued an unpaid suspension, resulting in a loss of wages, a reduction in rank by being stripped of her Class II Officer status, and her job responsibilities were reduced.

41. These acts were willful, egregious and undertaken by members of upper management such that punitive damages are warranted.

42. Plaintiff has been forced to suffer both economic and non-economic harm.

COUNT I

Violation of CEPA

43. Plaintiff hereby repeats and realleges paragraphs 1 through 42, as though fully set forth herein.

44. For the reasons set forth above, plaintiff was purposefully and egregiously retaliated against as a determinative and/or motivating response to plaintiff's protected conduct under CEPA.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, costs, attorneys' fees, enhanced attorneys' fees, equitable back pay, equitable front pay, equitable reinstatement and any other relief the Court deems equitable and just.

COUNT II

Request for Equitable Relief

45. Plaintiff hereby repeats and realleges paragraphs 1 through 44, as though fully set forth herein.

46. Plaintiff requests the following equitable remedies and relief in this matter.

47. Plaintiff requests a declaration by this Court that the practices contested herein violate New Jersey law as set forth herein.

48. Plaintiff requests that this Court order the defendants to cease and desist all conduct inconsistent with the claims made herein going forward, both as to the specific plaintiff and as to all other individuals similarly situated.

49. To the extent that plaintiff was separated from employment and to the extent that the separation is contested herein, plaintiff requests equitable reinstatement, with equitable back pay and front pay.

50. Plaintiff requests, that in the event that equitable reinstatement and/or equitable back pay and equitable front pay is ordered to the plaintiff, that all lost wages, benefits, fringe benefits and other remuneration is also equitably restored to the plaintiff.

51. Plaintiff requests that the Court equitably order the defendants to pay costs and attorneys' fees along with statutory and required enhancements to said attorneys' fees.

52. Plaintiff requests that the Court order the defendants to alter their files so as to expunge any reference to which the Court finds violates the statutes implicated herein.

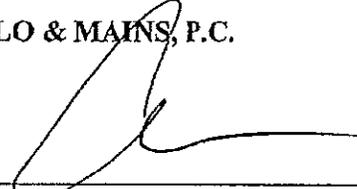
53. Plaintiff requests that the Court do such other equity as is reasonable, appropriate and just.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, costs, attorneys' fees, enhanced attorneys' fees, equitable back pay, equitable front pay, equitable

reinstatement and any other relief the Court deems equitable and just.

COSTELLO & MAINS, P.C.

By: _____


Kevin M. Costello

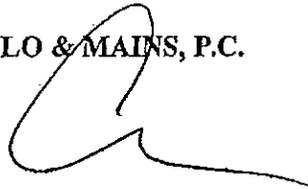
DATED: 8/12/13

DEMAND TO PRESERVE EVIDENCE

1. All defendants are hereby directed and demanded to preserve all physical and electronic information pertaining in any way to plaintiffs' employment, to plaintiffs' cause of action and/or prayers for relief, to any defenses to same, and pertaining to any party, including, but not limited to, electronic data storage, closed circuit TV footages, digital images, computer images, cache memory, searchable data, emails, spread sheets, employment files, memos, text messages and any and all online social or work related websites, entries on social networking sites (including, but not limited to, Facebook, twitter, MySpace, etc.), and any other information and/or data and/or things and/or documents which may be relevant to any claim or defense in this litigation.

2. Failure to do so will result in separate claims for spoliation of evidence and/or for appropriate adverse inferences.

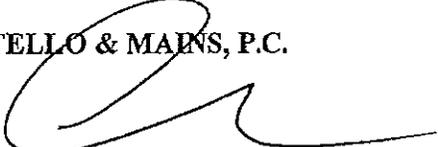
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By: 
_____ Kevin M. Costello

JURY DEMAND

Plaintiffs hereby demand a trial by jury.

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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: 

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: 

Kevin M. Costello

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter "this Agreement") is entered into by and between DENISE BRODO (hereinafter "PLAINTIFF") and the TOWNSHIP OF HADDON and the HADDON TOWNSHIP POLICE DEPARTMENT (hereinafter "DEFENDANTS"); and

WHEREAS, plaintiff filed a Complaint against defendants in the Superior Court of New Jersey entitled Denise Brodo v. Township of Haddon and Haddon Township Police Department, et al., bearing Docket No. CAM-L-3310-13 (the "LAWSUIT"), and has asserted claims in connection with plaintiff's employment with the defendants; and

WHEREAS, the parties settled all controversies between them, including plaintiff's claims in the Lawsuit and including any and all related claims which were or could have been asserted as of the effective date of the settlement as defined in paragraph 13 herein, whether such claims are presently known or unknown; and

WHEREAS, all parties acknowledge that the merits of the controversy are in dispute and have not been finally adjudicated, and that no party admits any liability to any other, but all have reasons to desire amicable resolution of the matter, including to avoid the costs of litigation; and

NOW, for and in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties agree as follows:

1. The terms of settlement:

- (a) The defendant, Township of Haddon, through its insurance carrier, agrees to pay plaintiff the settlement amount of \$48,000.00, made payable to Costello & Mains, P.C., stipulated to be allocated to claims for economic and non-economic damages, attorney's fees and costs, said settlement amount being fully and completely inclusive of all claims of any nature, sort, or variety, including claims for attorney's fees and costs incurred by counsel for plaintiff. No part of the payment represents, or is intended to represent, payment for punitive damages. The parties stipulate to this allocation to make it clear that the payment is not intended to represent economic gain to plaintiff. This payment shall be received no later than thirty (30) days of the date this agreement is fully executed by the plaintiff and received by defense counsel.
- (b) The parties understand and agree that an IRS Form 1099 designating the settlement amount as "other income" may be issued. Plaintiff agrees to assume full liability for applicable state, federal and local taxes, if any, that may be required by law to be paid with respect to any settlement payment described herein. Plaintiff further agrees that in the event that the Internal Revenue Service or any other taxing authority deems any tax,

interest, penalties or other amounts to be due from the defendants with respect to her settlement, she will indemnify the defendants for any sums defendants may be required to pay, exclusive of attorney's fees and costs. It is the intent of the parties that the payments described in paragraphs 1 herein will be the defendant's total payment to or for the benefit of the plaintiff.

- (c) Plaintiff represents that her allegations against the defendant arise out of the alleged conduct which plaintiff contends resulted in economic and non-economic damages, notwithstanding the fact that the defendants vigorously and wholly deny plaintiff's allegations and are settling this matter for reasons other than the merits of plaintiff's claims, including the avoidance of the cost of litigation. Settlement does not represent an admission of liability by any party.
- (d) Plaintiff agrees that, but for this settlement agreement and general release, she would not be entitled to the aforesaid payments and other terms of settlement described herein.
- (e) Plaintiff and her counsel agree not to disclose the facts, amounts, and terms of this Agreement, and will keep such information confidential and will not disclose it to anyone, except to immediate family or as may be required to consult with legal counsel or for tax or accounting consultation or advice or unless required to do so by court order or subpoena, or as otherwise required by law.

2. **Dismissal of Action:** Plaintiff understands and agrees that counsel for the defendant will file with the Superior Court of New Jersey, the executed original of the Stipulation of Dismissal with Prejudice with regard to the Lawsuit. The parties understand and agree that the terms of the aforesaid dismissals are expressly incorporated by reference within this Settlement Agreement and General Release as if fully set forth herein.

3. **Release in Consideration for the Payment and Other Consideration Provided for in this Agreement:** In consideration of the payment and other consideration provided for in this agreement, plaintiff, personally and for her estate and her heirs, waives, releases and gives up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that she may have against all defendants, their agents, representatives and employees (present and former), and their respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Agreement, including, but not limited to, any events related to, arising from, or in connection with plaintiff's employment, and/or association with the defendants. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to plaintiff's employment, and/or association with the defendants based upon any act, event or omission occurring before the date of execution of this settlement agreement, including but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations and/or common law. Plaintiff specifically waives, releases and

gives up any and all claims arising from or relating to her employment and/or relationship and/or association with defendants, based upon any act, event or omission occurring before the effective date of the settlement as defined in paragraph 10, including but not limited to, any claim that was asserted or could have been asserted under any Federal and/or State statutes, regulations and/or common law, expressly including, but not limited, to any potential claim relating to the following (along with any amendments thereto):

- (a) The National Labor Relations Act;
- (b) Title VII of the Civil Rights Act of 1964;
- (c) Sections 1981 through 1988 of Title 42 of the United States Code;
- (d) The Employment Retirement Income Security Act of 1974;
- (e) The Immigration Reform Control Act;
- (f) The Americans with Disabilities Act of 1990;
- (g) The Age Discrimination & Employment Act of 1967;
- (h) The Fair Labor Standards;
- (i) The Occupational Safety & Health Act,
- (j) The Family & Medical Leave Act 1993
- (k) The Equal Pay Act;
- (l) The New Jersey Law Against Discrimination;
- (m) The New Jersey Minimum Wage Law;
- (n) The Equal Pay Law for New Jersey;
- (o) The New Jersey Worker Health & Safety Act;
- (p) The New Jersey Family Leave Act;
- (q) The New Jersey Conscientious Employee Protection Act;
- (r) Any anti-retaliation provision of any statute or law;
- (s) Any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any provision of any federal or state constitution, any public policy, contract, tort or common

law, conversion, spoliation, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and, litigation costs).

4. **No Claims Permitted/Covenant Not to Sue:** Plaintiff waives her right to file any charge or complaint on her own behalf and/or participate as a complainant, a plaintiff, or charging party in any charge or complaint which may be made by any other person or organization on their behalf, with respect to anything which has happened up to the execution of this Agreement before any federal, state or local court or administrative agency including the EEOC and the DCR, against the defendants, except if such waiver is prohibited by law. Should any charge or complaint be filed, plaintiff agrees that she will not accept any relief or recovery therefrom. Plaintiff confirms that no such charge, complaint or action exists in any forum or form other than the Complaint bearing Docket No. CAM-L-3310-13, and hereby covenants not to file any charge, complaint or action in any forum or form against the defendants based upon anything which is encompassed by the terms of this Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by plaintiff, it shall be dismissed with prejudice upon presentation of this Agreement.

5. **Attorneys Fees and Costs:** Other than referred to in paragraph 1(b), plaintiff agrees that plaintiff will bear her own costs and attorney's fees which have been incurred in connection with the within matter and in connection with the negotiation and preparation of this Agreement and that no amounts other than the payment to be made pursuant to paragraph 1(a) of this Agreement shall be sought by or owed to plaintiff or her attorneys from defendants in connection with this matter; the parties also agree that no monies shall be sought by any defendants from plaintiff.

6. **No Admission of Liability:** It is expressly understood that neither the execution of this agreement nor any other action taken by the defendants in connection with plaintiff's alleged claims or this settlement, constitutes an admission by any of the defendants of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with plaintiff's employment were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful.

7. **Entire Agreement:** This Agreement contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understanding pertaining to the subject matter hereof, and is intended to memorialize the settlement of plaintiff's claims. Plaintiff represents and acknowledges that, prior to executing this Agreement, she consulted her attorney, that she had ample time to do so that she obtained the advice of counsel prior to making the decision to execute the Agreement and that she had not relied upon any representation or statement not set forth in this Agreement made by any defendants thereto, or, defendants' counsel or representatives, with regard to the subject matter of this Agreement. No other promises or agreements shall be binding unless in writing, signed by the parties hereto, and expressly stated to represent an amendment to this Agreement.

8. **Severability:** The parties agree that if any court declares any portion of this agreement unenforceable, the remaining portion shall be fully enforceable.

9. **Applicable Law:** This settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The parties agree that any action to enforce or interpret this Agreement shall only be brought in a court of competent jurisdiction in the State of New Jersey, which the parties hereby acknowledge and agree to be the Superior Court of New Jersey.

10. This Settlement Agreement and General Release is not intended to be used and shall not be used as evidence or for any other purpose in any other action or proceeding, other than evidence of the parties' compromise as set forth herein or to enforce the terms of this Settlement Agreement and General Release.

11. Plaintiff understands and acknowledges that she is aware of her legal right to consider the Agreement for a period of 21 DAYS, which such period shall expire on July 27, 2015. Plaintiff further understands and acknowledges that, at her option alone, the Agreement may be executed prior to the expiration of the 21 DAY period.

12. Plaintiff understands and acknowledges that she has seven (7) days following the execution of the Agreement to revoke the terms of the Agreement. Any notice of revocation hereunder must be made in writing and delivered within seven (7) days of the execution of the Agreement to HOWARD C. LONG, JR., ESO., WADE, LONG, & WOOD, LLC, 1250 CHEWS LANDING ROAD, LAUREL SPRINGS, NJ 08021. For the revocation to be effective, written notice must be received by HOWARD C. LONG, JR., ESO. no later than the close of business on the seventh (7th) day after Plaintiff signs the Agreement. If Plaintiff revokes the Agreement, it shall be null and void, and the obligations or entitlements of both parties under the Agreement shall be eliminated.

13. This Agreement, including but not limited to the Township's obligations hereunder, is not effective until the expiration of seven (7) calendar days following the date the Agreement is signed by Employee (the "Effective Date").

14. **BY SIGNING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, PLAINTIFF ACKNOWLEDGES:**

- A. SHE HAS READ IT;
- B. SHE UNDERSTANDS IT AND KNOWS SHE IS GIVING UP IMPORTANT RIGHTS;
- C. SHE AGREES WITH EVERYTHING IN IT;
- D. HER ATTORNEY NEGOTIATED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH HER KNOWLEDGE AND CONSENT;

- E. SHE HAS BEEN ADVISED TO CONSULT WITH HER ATTORNEY PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, AND HAS IN FACT DONE SO; AND
- F. SHE HAS SIGNED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE KNOWINGLY AND VOLUNTARILY.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

PLAINTIFF

Denise Brodo
DENISE BRODO

STATE OF NEW JERSEY };
 };
COUNTY OF Camden };

I, certify that on the 17th day of July, 2015,
Denise Brodo personally came before me and acknowledged under oath,
to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as her own act and deed.

Darlene Alfonso
DARLENE A. ALFONSO
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 9/20/2016