

NIEDWESKE BARBER HAGER, LLC
 98 Washington Street
 Morristown, NJ 07960
 973-401-0064
 973-401-0061
www.n-blaw.com
 Attorneys for Plaintiff Sara Matthews

Copy Ref'd to Atty

RECEIVED & FILED
 SUPERIOR COURT
 MORRIS COUNTY
 CIVIL DIVISION
 2013 JAN - 8 A 11:45

SARA MATTHEWS,

 Plaintiff,

 v.

 ROCKAWAY TOWNSHIP FIRE
 DEPARTMENT, HIBERNIA FIRE
 ASSOCIATION, HIBERNIA FIRE
 COMPANY NO. 1, ADAM POWER,
 INDIVIDUALLY and RYAN EDWISH,
 INDIVIDUALLY,

 Defendants.

SUPERIOR COURT OF NEW JERSEY
 LAW DIVISION - MORRIS COUNTY
 DOCKET NO. L0091 13

Civil Action

COMPLAINT AND JURY DEMAND

Plaintiff, Sara Matthews ("Matthews"), by way of complaint against Defendants Rockaway Township Fire Department ("Defendant RTFD"), Hibernia Fire Association ("Defendant HFA"), Hibernia Fire Company No. 1 ("Defendant HFC No. 1"), Adam Power ("Defendant Power") and Ryan Edwish ("Defendant Edwish") (hereinafter referred to as "Defendants"), says:

THE PARTIES

1. Plaintiff Matthews is a New Jersey resident living at 71 Meggins Road, Town of Rockaway, County of Morris, State of New Jersey.
2. Upon information and belief, Defendant Rockaway Township Fire Department has its principal place of business located at 65 Mount Hope Road, Town of Rockaway, County of Morris, State of New Jersey 07866.

3. Upon information and belief, Defendant Hibernia Fire Association has its principal place of business located at 372 Green Pond Road, Town of Rockaway, County of Morris, State of New Jersey 07866.

4. Upon information and belief, Defendant Hibernia Fire Company No. 1 has its principal place of business located at 372 Green Pond Road, Town of Rockaway, County of Morris, State of New Jersey 07866.

5. Upon information and belief, Defendant Adam Power ("Defendant Power") is a New Jersey resident living at 28 Lindberg Trail, Town of Rockaway, County of Morris, State of New Jersey 07866. Defendant Power is the Deputy Fire Department Chief for Defendant RTFD.

6. Upon information and belief, Defendant Ryan Edwish ("Edwish") is a New Jersey resident living at 63 Woodledge Court, Town of Rockaway, County of Morris, State of New Jersey 07866. At all times relevant, Defendant Edwish is the Department Chief of the RTFD.

STATEMENT OF FACTS

7. Plaintiff has worked for the Defendant RTFD in a number of capacities since January 2004.

8. At all times she has satisfactorily performed her duties and dedicated herself to the mission and success of Defendant RTFD.

9. In 2008, Plaintiff received an award for valor from the 200 Club of Morris County.

10. Defendant RTFD does not have an effective anti-harassment policy and Plaintiff received no training.

11. During her tenure, Plaintiff experienced various forms of gender discrimination from Defendant RTFD's upper management.

12. Early in her career she was told by Defendant Power that he would "never go into a fire with her because she was a woman and could not carry him out".

13. When Defendant Power was Assistant Chief of Hibernia Co. # 1, he temporarily demoted Plaintiff to probationary status due to attendance issue when there were several other similarly situated male members with the same attendance issues who were not demoted.

14. Plaintiff learned that Defendant Power left Ellen Black, an assistant chief of Company No. 3, a voicemail wherein he referred to her as a "cunt".

15. At the time of the election in July 2011, Thomas Farrell ("Farrell") was not qualified to run in that election because he did not meet the minimum percentage of duty attendance.

16. Despite this lack of qualification but because he was a male, Farrell was permitted to run and ultimately won the election.

17. At a July 13, 2011 Hibernia meeting, a member objected that Farrell was not qualified for the election, but was told by Assistant Chief, John MacQuesten ("MacQuesten"), that effective July 1st there were no more rescue percentages.

18. At the time of the election, Plaintiff was out of the country attending to a personal matter and had requested a 30 day leave of absence.

19. Upon her return she contacted MacQuesten to request verification on how Hibernia's election committee deemed Farrell eligible to run for the position of Rescue Captain.

20. MacQuesten informed Plaintiff Matthews that the election was not finalized.

21. Thereafter, Plaintiff Matthews pursued the matter with Defendant Power who refused to address Plaintiff' complaint until she returned from her leave of absence because "he did not want to bother [her] with departmental problems while [she] was having personal issues".

22. Since Defendant Power did not respond to Plaintiff' request, on August 18, 2011 she contacted Defendant Edwish to request clarification of how Farrell had been deemed eligible to run for office.

23. Plaintiff complained about the qualification issue and fairness of the election to Defendant Edwish, who conducted a discriminatory and bad faith investigation, which intentionally delayed the resolution of the qualification issue until Farrell became eligible for a "new election."

24. On August 19, 2011 Defendant Edwish responded to Plaintiff' email and made various excuses for the failure to timely resolve the Farrell qualification issue.

25. Defendant Edwish claimed he had "been doing research for the past month in anticipation of this inquiry", represented that a "detailed investigation' would be performed, and "hoped" to have a resolution by September.

26. On September 28, 2011, Defendant Edwish emailed Plaintiff to "update" her on the complaint explaining that there were continued delays as a result of issues concerning Farrell's eligibility calculations caused by his medical leave and eligibility calculations caused by a change in EMS procedures.

27. Defendant Edwish's rationales, however, were demonstrably false.

28. At the August 17, 2011 Chief's meeting, the eligibility issues surrounding medical leave of absence issues were discussed and resolved.

29. The eligibility percentages for Farrell were available to Defendant Edwish at the time of Plaintiff' original email, but were never requested from the Fire Department Secretary.

30. On September 19, 2011, EMS Coordinator Lampono provided Defendant Edwish with all the information he needed for the number of shifts Farrell worked from July 1, 2011 up

to and including July 12, 2011, which would have allowed him to calculate Farrell's eligibility at that time.

31. After eight (8) weeks of waiting for a response, on November 28, 2011 Plaintiff emailed Defendant Edwish again asking for the information. Defendant Edwish responded noting that a decision was forthcoming.

32. On November 30, 2011 (over four (4) months after her initial complaint), Plaintiff received a letter from Defendant Edwish stating that Farrell was not qualified at the time of the election and that the Hibernia By-Laws should be consulted in conjunction with Roberts Rules of Order ("RRO") to determine the next course of action.

33. In early December 2011 at a Hibernia meeting presided over by Carlos Pais ("Pais"), Hibernia Co. #1 Association President, it was decided, based on the recommendation of the Department Chief, that the first election was null and void and a new election had to be held.

34. Hibernia Company No. 1's By-Laws and RRO were quoted and a new election was deemed necessary.

35. RRO, however, did not address the issue of re-eligibility of candidates.

36. Based on December's eligibility statistics, Farrell was deemed qualified and was re-elected Rescue Captain.

37. On or about December 15, 2011, Plaintiff complained to the Director of the Defendant RTFD about the election results, which was forwarded to Greg Poff ("Poff"), Town Business Administrator, for resolution.

38. In a follow up meeting, Plaintiff complained to Poff about the fairness of the election based on the fact that the Defendant RTFD was run by the "old boys club".

39. Poff indicated that the Board of Current Chiefs would hold a hearing on Plaintiff's complaint, to which she strongly objected because it was a conflict of interest to have Defendant Edwisch's subordinates conduct a hearing on the issue.

40. On February 14, 2012, Plaintiff filed a written complaint with Poff outlining the bad faith delay of the investigation and "manipulation of the rules both egregious and discriminatory."

41. Plaintiff did not receive a response from Poff, so after a week of waiting, she again emailed him asking for an acknowledgement of receipt of the complaint and asking for a response to it.

42. Poff responded that he had received the complaint and forwarded it to Assistant Chief Bob Morris ("Morris") of the Mount Hope Company No. 2 and that she should expect to hear from him shortly.

43. On March 20, 2012, the Board of Current Fire Chiefs rendered their bias decision ratifying Defendant Edwisch's and Defendant Power' discriminatory conduct.

44. The Board of Current Fire Chiefs acknowledged the unreasonably long delay in connection with Defendant Edwisch's investigation, it falsely opined that, "[t]he delays were found in no way help[sic] Mr. Farrell to become eligible for the position as he was eligible in August and every subsequent month thru December 2011."

45. The delay had a material effect because as of the date of the original scheduled election in July 2011, Farrell was ineligible and, therefore, should not have been allowed to run.

46. By delaying the resolution of the qualification issue, Rockaway Township allowed Farrell to accrue sufficient qualification time in order to be eligible for the December election.

47. Defendant RTFD had a duty to fairly, promptly and effectively investigate this complaint and remediate it.

48. Defendant Edwisch intentionally dragged out the investigation so that Farrell could be eligible.

49. On February 1, 2012, Plaintiff sustained an injury on duty and was placed on a medical leave of absence.

50. On June 13, 2012, after months of physical therapy, Plaintiff had surgery.

51. Thereafter, on July 6, 2012, Plaintiff received a letter from Assistant Chief Michael Heath ("Heath") requesting her return to duty within 30 days based upon the recommendation of the Board of Trustees of Hibernia Fire Company and the President of the Hibernia Fire Company Association.

52. The letter explained that her absence was causing a hardship for the other fire officers; it also noted that should she not return to work or resign her position, the matter would be brought to the attention of the membership.

53. By letter dated July 25, 2012, Plaintiff expressed her desire to remain as a lieutenant.

54. On August 10, 2012, Plaintiff received a letter from Heath which informed her that "[t]he company members have decided to enforce the by-laws, therefore, relieving you of your Fire Lieutenant position for the remaining 2012 year."

55. Plaintiff was terminated without any notice or hearing in violation of her rights under Title 40 and in direct violation of Defendant HFC No. 1 Association's by-laws.

56. In 2011, Defendant HFC No. 1 did not have two fire lieutenants as it did in 2012.

57. At no time was this deemed a hardship to the other officers and at no time was anyone appointed to the open lieutenant position.

58. Moreover, other similarly situated males who were on a medical leave of absence were not required to resign and otherwise accommodated.

59. In 2010, a Fire Officer, Ben Armenti requested a personal four (4) month leave of absence that was granted without loss of his position.

60. Similarly, Pais, who was presiding officer at the meeting to remove Plaintiff from her position as Fire Lieutenant, was permitted to take extended leave without loss of his position.

61. At no time was Pais asked to resign and he continued to perform his administrative duties while out on medical leave.

62. Rockaway Township also gave preferential treatment to Defendant Power when he was out for six (6) weeks and allowed to perform the administrative duties as Deputy Chief.

63. Farrell was permitted to perform light duty as Rescue Captain when he was disabled.

64. In addition, when Rebecca Wickins had a hip replacement, she was not permitted to enter the firehouse, let alone work light duty.

FIRST COUNT
(Hostile Work Environment - NJLAD)

65. Plaintiff Matthews repeats and realleges the previous paragraphs as though set forth at length herein.

66. Defendants created a hostile work environment because of Plaintiff's gender.

67. Defendants failed to effectively and promptly address and remediate Plaintiff's complaints regarding the hostile work environment.

68. Defendants' acts, failures and omissions violate the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq.

69. As a result of Defendants' hostile work environment, Plaintiff has suffered economic loss, loss of enjoyment of life, pain and suffering, exacerbation of personal injury and personal injury.

WHEREFORE, Plaintiff Matthews demands judgment against Defendants for back pay, front pay, compensatory damages, personal physical injury, exacerbation of personal physical injury, punitive damages, interest, negative tax consequences as a result of any jury verdict, counsel fees, costs of suit and such other relief as the Court may deem appropriate.

SECOND COUNT
(Gender Discrimination)

70. Plaintiff Matthews repeats and realleges the previous paragraphs as though set forth at length herein.

71. Defendants disparately treated Plaintiff Matthews because of her gender in violation of the New Jersey Law Against Discrimination.

72. On numerous occasions, similarly situated males were treated preferentially because of their gender.

73. As a result of Defendants' unlawful conduct, Plaintiff Matthews has experienced economic losses, pain and suffering, physical injuries and exacerbation of physical injuries.

WHEREFORE, Plaintiff Matthews demands judgment against Defendants for back pay, front pay, compensatory damages, personal physical injury, exacerbation of personal physical injury, punitive damages, interest, negative tax consequences as a result of any jury verdict, counsel fees, costs of suit and such other relief as the Court may deem appropriate.

THIRD COUNT
(Retaliation - NJLAD)

74. Plaintiff Matthews repeats and realleges the previous paragraphs as though set forth at length herein.

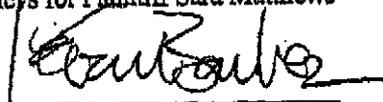
75. Plaintiff Matthews complaints were protected activity under the NJLAD, N.J.S.A. 10:5-12d.

76. As a result of engaging in this protected activity, Defendants retaliated against Plaintiff Matthews.

77. As a result of Defendants' unlawful conduct, Plaintiff Matthews has experienced economic losses, pain and suffering, physical injuries and exacerbation of physical injuries.

WHEREFORE, Plaintiff Matthews demands judgment against Defendants for back pay, front pay, compensatory damages, personal physical injury, exacerbation of personal physical injury, punitive damages, interest, negative tax consequences as a result of any jury verdict, counsel fees, costs of suit and such other relief as the Court may deem appropriate.

NIEDWESKE BARBER HAGER, LLC
Attorneys for Plaintiff Sara Matthews

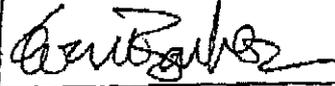
By: 
Kevin Barber

Dated: January 4, 2013

JURY DEMAND

Plaintiff Matthews demands trial by jury on all issues.

NIEDWESKE BARBER, LLC
Attorneys for Plaintiff Sara Matthews

By: 
Kevin Barber

Dated: January 4, 2013

DESIGNATION OF TRIAL ATTORNEY

Kevin Barber, Esq. is hereby designated as trial counsel in the within matter.

NIEDWESKE BARBER HAGER, LLC
Attorneys for Plaintiff Sara Matthews

By: 
Kevin Barber

Dated: January 4, 2013

CERTIFICATION PURSUANT TO R. 4:5-1

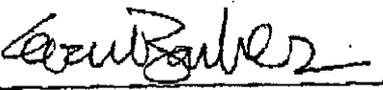
I, Kevin Barber, certify as follows:

I am a partner in the Law Firm of Niedweske Barber Hager, LLC, attorneys for Plaintiff Sara Matthews, in the above-entitled action. To the best of my knowledge, the matter in controversy is not the subject of any other action pending in any court or arbitration proceeding, no other action or arbitration proceeding is contemplated, and no other parties should be joined in this action.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

NIEDWESKE BARBER HAGER, LLC
Attorneys for Plaintiff Sara Matthews

By:



Kevin Barber

Dated: January 4, 2013

RECEIVED & FILED
SUPERIOR COURT
2013 JAN - 8 A 11: 45
MORRIS COUNTY
CIVIL DIVISION

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release, dated July ~~22~~ 2015, is hereby entered into

BY and between the plaintiff, Sara Mathews, 71 Meggins Road, Rockaway, New Jersey 07866 ("Mathews"), Niedweske Barber Hager, LLC and Rockaway Township, its' elected and appointed officials, its' employees, Rockaway Township Fire Department, Hibernia Fire Association, Hibernia Fire Company No. 1, Adam Power and Ryan Edwish (collectively referred to as "the Rockaway Defendants"), all collectively referred to as "the Parties"; and

WHEREAS, the Parties seek to resolve all issues which were or could have been asserted in the lawsuit entitled Mathews v. Rockaway Township Fire Department, et al., Superior Court of New Jersey, Morris County, Law Division, Docket No. MRS-L-0091-13 ("the Litigation"); and

WHEREAS, the Parties agree that by entering into this Agreement, no fault or liability is being admitted for any claims which were or could have been asserted in the Litigation; and

WHEREAS, this Agreement is the product of negotiation of the Parties so that any ambiguity herein can not be construed against any Party hereto;

NOW therefore the Parties have agreed to the following terms and conditions of settlement with respect to this disputed claim;

Release. Mathews shall upon full execution of this Agreement, dismiss her claim against the Rockaway Defendants, their agents, servants, employees and insurers,

and provide the Rockaway Defendants' attorney with a Stipulation of Dismissal with Prejudice consistent with the dismissal of the Litigation. This Release applies to anything which has happened between the Parties as of the date of this Release;

Payment. In consideration for Matthews providing this Release, the Rockaway Defendants through their insurer agree to pay Mathews One Hundred Thousand Dollars (\$100,000.00) as follows: a) Fifty Thousand Dollars (\$50,000.00) to Matthews for personal physical injury; and b) Fifty Thousand Dollars (\$50,000.00) to Niedweske Barber Hager for attorney fees. Matthews and Niedweske Barber Hager agree that they will not seek anything further including any other payment from the Rockaway Defendants. Matthews agrees to resolve all liens and encumbrances which have or may arise related to this matter including, but not limited to, all medical bills and/or medicare/medicaid liens.

Confidential Nature of Settlement. The parties agree that they will not discuss the litigation and/or settlement with any third-party.

Non-Disparagement. The plaintiff and the Defendants and the Defendants elected officials and employees agree mutually to not disparage each other.

Who is Bound. Matthews is bound by this Release. Anyone who succeeds to her rights and responsibilities, such as her heirs or the executor of her estate, are also bound. This Release is made for the benefit of the Rockaway Defendants and its' insurer.

No Admission of Liability or Fault. The payment described above is not an admission of liability by the Rockaway Defendants or their agents, employees, representatives, officers, stockholders, attorneys, insurance carriers, or corporate successors or predecessors.

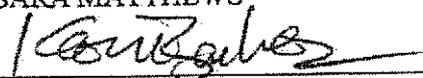
This Release is a Contract. The terms of this Release are contractual and not mere recital.

Indemnification. Matthews agrees to indemnify and hold the defendants harmless in connection with all tax and IRS issues, payments, claims and other demands relating to this settlement.

Signatures. I understand and agree to the terms of this Release.



SARA MATTHEWS



KEVIN BARBER
On Behalf of Niedweske Barber and Hager

STATE OF NEW JERSEY

SS:

COUNTY OF MORRIS

I CERTIFY that on July 22, 2015, Sara Matthews, personally came before me and acknowledged under oath, to my satisfaction, that this person:

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



(notary)

VINCENT O. MCCANN
Commission # 2226751
Notary Public, State of New Jersey
My Commission Expires
June 22, 2019

STATE OF NEW JERSEY

SS:

COUNTY OF MORRIS

I CERTIFY that on July 22, 2015, Kevin Barber, personally came before me and acknowledged under oath, to my satisfaction, that this person:

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

Linda Niedweske

(notary)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS DATE

JUL 22 2015

LINDA J. NIEDWESKE
Notary Public of New Jersey
My Commission Expires 9/2/2015