

JACOB & CHIARELLO, LLC  
Joseph M. Chiarello, Esquire #029391995  
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Millville, New Jersey 08332  
(856) 825-0700  
Attorneys for Plaintiff, Wayne Byrd

SUPERIOR COURT OF N.J.  
CUMBERLAND COUNTY  
LAW DIVISION

REC'D & FILED  
CIVIL CASE  
MANAGEMENT OFFICE

WAYNE BYRD, : SUPERIOR COURT OF NEW JERSEY  
: LAW DIVISION  
Plaintiff(s) : CUMBERLAND COUNTY  
v. :  
JOANN L. SERVAIS, THE: Docket No. C-12-00019  
TOWNSHIP OF FAIRFIELD, :  
: CIVIL ACTION  
Defendant(s) :  
: COMPLAINT

Plaintiff, Wayne Byrd, residing at 352 Gouldtown Road, in the City of Bridgeton, County of Cumberland and State of New Jersey, by way of Complaint does hereby state:

COUNT ONE

1. Plaintiff, Wayne Byrd, entered into a confidential Settlement Agreement with the Township of Fairfield on or about October 29, 2010.
2. Said Settlement Agreement expressly prohibited Plaintiff from disclosing the terms of the Agreement and implicitly prohibited the Township of Fairfield from doing the same.
3. Said Settlement Agreement contained a provision that neither party would disparage the other in any manner.
4. On or about October 31, 2012, Defendant, Joann Servais, by and through the Township of Fairfield, violated the Settlement Agreement by disclosing certain terms of the settlement, by inaccurately describing the basis of the claims and by disparaging Plaintiff.

5. Specifically, Joann Servais, by and through the Township of Fairfield, alleged that Wayne Byrd "filed suit against the Township following his suspension for alleged theft. His suit stated that another employee called him a name, and he was awarded \$72,000.00 in 2009."

6. Joann Servais has breached the Agreement with Plaintiff.

7. Joann Servais has violated implied duties of good faith and fair dealing with Plaintiff.

8. As a direct and proximate result of the breach by Defendant, Joann L. Servais, Plaintiff has suffered great pain and emotional distress and in the future will suffer great pain and emotional distress, is unable to perform his usual duties and in the future will be unable to perform his usual duties, has incurred medical expenses and in the future will incur medical expenses

WHEREFORE, Plaintiff demands judgment on this Count against Defendant, Joann Servais and Fairfield Township for damages, interest, attorneys fees and costs of suit.

#### COUNT TWO

1. All paragraphs of the First Count are hereby repeated and incorporated as if they were set forth herein at length.

2. Plaintiff, Wayne Byrd, entered into a confidential settlement agreement with the Township of Fairfield on or about October 29, 2010.

2. Said Settlement Agreement expressly prohibited Plaintiff from disclosing the terms of the Agreement and implicitly prohibited the Township of Fairfield from doing the same.

3. Said Settlement Agreement contained a provision that neither party would disparage the other in any manner.

4. On or about October 31, 2012, Defendants, JoAnn Servais and Township of Fairfield violated the Settlement Agreement by disclosing certain terms of the settlement, by inaccurately describing the basis of the claims and by disparaging Plaintiff.

5. Specifically, the Township of Fairfield, by and through JoAnn Servais, alleged that Wayne Byrd "filed suit against the Township following his suspension for alleged theft. His suit stated that another employee called him a name, and he was awarded \$72,000.00 in 2009."

6. Fairfield Township has breached their Agreement with Plaintiff.

7. Fairfield Township has violated implied duties of good faith and fair dealing with Plaintiff.

8. As a direct and proximate result of the breach by Defendant, Fairfield Township, Plaintiff has suffered great pain and emotional distress and in the future will suffer great pain and emotional distress, is unable to perform his usual duties and in the future will be unable to perform his usual duties, has incurred medical expenses and in the future will incur medical expenses

WHEREFORE, Plaintiff demands judgment on this Court against Defendant, Fairfield Township for damages, interest, attorneys fees and costs of suit.

#### **DEMAND FOR JURY TRIAL**

Demand is hereby made for a trial by jury in order to determine the factual issues of this case in accordance with the Rules of Court.

#### **DEMAND FOR ANSWERS TO INTERROGATORIES**

Demand is hereby made on all opposing counsel that the undersigned be supplied with any and all answers to interrogatories forwarded to any other parties to this lawsuit.

**DESIGNATION OF TRIAL COUNSEL**

It is hereby stated, pursuant to the Rules of Civil Practice and Procedure, that Joseph M. Chiarello, Esquire, of the firm of Jacob & Chiarello, LLC, is designated trial counsel in the within matter.

**CERTIFICATION**

I certify that the matter in controversy is not the subject of any other action or arbitration proceeding, now or contemplated, and that no other parties should be joined in this action.

**JACOB & CHIARELLO, LLC**  
Attorneys for Plaintiff

Dated: July 11, 2014

By:

  
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JOSEPH M. CHIARELLO

RUDERMAN & GLICKMAN, P.C.  
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Attorney for Defendants

OCT 21 2014

REC'D & FILED  
CIVIL CASE  
MANAGEMENT OFFICE

WAYNE BYRD	:	SUPERIOR COURT OF NEW JERSEY
		: LAW DIVISION - CUMBERLAND COUNTY
Plaintiff,		: DOCKET NO. CUM-L-0539-14
		:
v.		:
		: ANSWER AND AFFIRMATIVE
JOANN L. SERVAIS, THE		: DEFENSES
TOWNSHIP OF FAIRFIELD		:
		:
Defendants.		:
		:

Defendants, Joann L. Servais and the Township of Fairfield,  
by way of Answer to the Complaint, say:

COUNT ONE

1. Defendants admit the allegations of paragraph 1 of  
Count One of the Complaint.

2. Defendants admit that the Settlement Agreement  
expressly prohibited Plaintiff from disclosing the terms of the  
Agreement, but deny the remainder of paragraph 2 of Count One of  
the Complaint.

3. Defendants admit the allegations of paragraph 3 of  
Count Three of the Complaint.

4. Defendants deny the allegations of paragraph 4 of  
Count One of the Complaint.

5. Defendants deny the allegations of paragraph 5 of Count One of the Complaint.

6. Defendants deny the allegations of paragraph 6 of Count One of the Complaint.

7. Defendants deny the allegations of paragraph 7 of Count One of the Complaint.

8. Defendants deny the allegations of paragraph 8 of Count One of the Complaint.

WHEREFORE, Defendants hereby demand judgment against Plaintiff as follows:

- a. Dismissal of the Complaint;
- b. Attorneys' fees;
- c. Costs of suit; and
- d. Any other equitable relief deemed appropriate by the court.

COUNT TWO

1. Defendants hereby repeat each of the above answers as if set forth at length herein.

2. Defendants deny the allegations of the first paragraph 2 of Count Two of the Complaint.

2. Defendants admit that the Settlement Agreement expressly prohibited Plaintiff from disclosing the terms of the Agreement, but deny the remainder of the second paragraph 2 of Count Two of the Complaint.

3. Defendants admit the allegations of paragraph 3 of Count Two of the Complaint.

4. Defendants deny the allegations of paragraph 4 of Count Two of the Complaint.

5. Defendants deny the allegations of paragraph 5 of Count Two of the Complaint.

6. Defendants deny the allegations of paragraph 6 of Count Two of the Complaint.

7. Defendants deny the allegations of paragraph 7 of Count Two of the Complaint.

8. Defendants deny the allegations of paragraph 8 of Count Two of the Complaint.

WHEREFORE, Defendants hereby demand judgment against Plaintiff as follows:

- a. Dismissal of the Complaint;
- b. Attorneys' fees;
- c. Costs of suit; and
- d. Any other equitable relief deemed appropriate by the court.

SEPARATE DEFENSES

FIRST SEPARATE DEFENSE

The Complaint fails to state a claim upon which relief may be granted.

SECOND SEPARATE DEFENSE

Defendants are not guilty of any negligence, wrongdoing, or breach of duty as claimed.

THIRD SEPARATE DEFENSE

Defendants were acting pursuant to law in performing any of the acts alleged in the Complaint.

FOURTH SEPARATE DEFENSE

Plaintiff's Complaint is barred by governmental immunity.

FIFTH SEPARATE DEFENSE

Defendants breached no duty owed to the plaintiff.

SIXTH SEPARATE DEFENSE

Defendants performed each and every duty, if any, owed to plaintiff.

SEVENTH SEPARATE DEFENSE

Defendants did not violate any constitutional, civil right, or any right protected by law of plaintiff.

EIGHTH SEPARATE DEFENSE

Defendants acted in good faith without malicious intent to carrying out its duties.

NINTH SEPARATE DEFENSE

Defendants at all times acted reasonably, in good faith, and in accordance with all applicable laws of the United States, State of New Jersey, and local ordinances.



TENTH SEPARATE DEFENSE

Plaintiff's Complaint violates the Court Rules and applicable law precluding frivolous lawsuits, and defendants reserve the right to seek reimbursement of counsel fees and costs.

ELEVENTH SEPARATE DEFENSE

Answering defendants reserve the right to assert such other separate defenses as continuing investigation and discovery may indicate.

DESIGNATION OF TRIAL COUNSEL

Steven S. Glickman, Esq. is hereby designated as trial counsel in this matter.

DEMAND FOR STATEMENT OF DAMAGES

Pursuant to the applicable Court Rules, plaintiff is hereby requested to furnish a written statement of the amount of damages claimed as to each count of the Complaint within five (5) days.

RUDERMAN & GLICKMAN, P.C.  
Attorneys for Defendants

By:   
STEVEN S. GLICKMAN, ESQ.

DATED: October 9, 2014

CERTIFICATION

Pursuant to the applicable Court Rules, I hereby certify that the within matter in controversy is not the subject of any other action pending in any other Court; that it is not presently in arbitration nor is any other action or arbitration proceeding contemplated; and that no other persons or parties to be joined in the subject litigation are known to me at the present time.

RUDERMAN & GLICKMAN, P.C.  
Attorneys for Defendants

By:   
STEVEN S. GLICKMAN, ESQ.

DATED: October 9, 2014