

THE CORRIGAN LAW FIRM  
54B West Front Street  
Keyport, New Jersey 07735  
(732) 888-3868  
Attorneys for Plaintiff Stephanie Geisel

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STEPHANIE GEISEL,  
  
Plaintiff,  
  
v.  
  
TOWNSHIP OF HOLMDEL and, JOHN  
MIODUSZEWSKI, individually and as  
CHIEF OF POLICE OF THE HOLMDEL  
POLICE DEPARTMENT  
  
Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
  
MONMOUTH COUNTY  
  
CIVIL ACTION  
Docket No. MON L 3138-13  
  
COMPLAINT

The Parties

1. Plaintiff Stephanie Geisel is a female, aged 36, who resides at 219 Holland Road, Holmdel, New Jersey 07733.
2. Defendant Township of Holmdel is a municipal corporation of the State of New Jersey, with main offices at Municipal Building, 4 Crawfords Corner - - Everett Road, Holmdel, New Jersey 07733.
3. Defendant John Mioduszewski is the Chief of Police of the Holmdel Police Department.

COMPLAINT

COUNT ONE

(Violation of the New Jersey Law Against Discrimination)

4. Stephanie Geisel is a female.
5. On May 28, 2013, Geisel applied for the position of police officer with the Holmdel Police Department. She is well-qualified for this position. She is a college graduate, having graduated from Kean University as an accounting major. She also has a master's degree in accountancy from Kean. She is also proficient in the handling of firearms, having previously held memberships with and competed in local pistol shooting matches sanctioned by the International Defense Pistol Association (IDPA), United States Practical Shooting Association (USPSA) and Glock Sport Shooting Foundation (GSSF)..
6. Ms. Geisel also has prior employment with police departments. She was previously employed as a police dispatcher. Significantly, she also previously was employed as a Class II Special Police Officer in the following jurisdictions: Sea Bright, Highlands, Keyport and Freehold Township. As a Special Police Officer, Geisel performed police duties virtually identical to the duties performed by a regular police officer. In order to become a Class II Special Police Officer, Geisel attended and successfully completed the Police Training Course at the Monmouth County Police Academy. In fact, Geisel graduated 2<sup>nd</sup> in her class.
7. Experience in these positions serves as a barometer towards predicting future excellence as a police officer. In this regard, Geisel's performance in both positions was excellent.
8. Defendant Township is a Civil Service jurisdiction, which means, among other things, that applicants to be a police officer take an examination administered by Civil Service. This examination is authored by professionals to insure that it

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determines who is best qualified to be a police officer and is a predictor of future police performance. Geisel took this exam and was ranked 2<sup>nd</sup> on the eligibility list provided to Holmdel Township by the New Jersey Civil Service Commission. Geisel was excited about the prospects to be a police officer.

9. The Holmdel Police Department and its Chief of Police, John Mioduszewski did not want Geisel to be a police officer. The sole reason is that Geisel is a woman. Unlike other police departments in the surrounding area, Holmdel statistically employs less female police officers and only has one female police officer. That police officer, at the time of Geisel's application, was scheduled to leave the Department for a maternity leave. Thus, if Geisel were not hired, the Department would not have any female police officers on duty. That is what Mioduszewski wanted.
10. In order to accomplish the Chief and the Department's goal of not hiring Geisel, the Department offered three males positions on the Holmdel Police Department, two of whom were less qualified than Plaintiff: they had less formal education, less police experience and scored lower than Geisel on the Civil Service examination.
11. On July 29, 2013, the Defendant Township advised Geisel that she was not hired to be a police officer and instead a male candidate who had ranked lower on the Civil Service examination was selected. No reason was given as to why Geisel was not selected or the less qualified male candidate was selected. On August 1, 2013, Defendant Township advised Geisel again that she was not hired to be a police officer and that another male candidate who ranked lower on the Civil

Service examination was selected. Again, no reason was given as to why Geisel was not selected and the less qualified male applicant was hired.

12. The foregoing conduct in not hiring Geisel because she is a woman violates the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et. seq.
13. This conduct has damaged Geisel.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- a. Instatement to the position of police officer with the Holmdel Police Department or, in the alternative, front pay in lieu of reinstatement;
- b. Back pay, seniority credit and other benefits required as a "make whole" remedy for being unlawfully discriminated against;
- c. Compensatory damages;
- d. Punitive damages;
- e. Attorney's fees and costs of suit;
- f. Pre and post-judgment interest;
- g. An injunction prohibiting further acts of discrimination; and
- h. Such other relief that the court shall deem just and equitable, including that required to eradicate the discriminatory acts of Defendants.

#### COUNT TWO

#### (Violation of the New Jersey Civil Rights Act)

14. Plaintiff repeats each and every allegation of the previous paragraphs as if fully

set forth herein.

15. The New Jersey Constitution requires that all appointments be based on merit and fitness principles.
16. An application of these principles would have resulted in Geisel's hiring. However, these principles were not applied.
17. As a result, Geisel was not hired and has been damaged.
18. Defendants have violated the New Jersey Constitution and therefore the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et. seq.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- a. Instatement to the position of police officer with the Holmdel Police Department or, in the alternative, front pay in lieu of reinstatement;
- b. Back pay, seniority credit and other benefits required as a "make whole" remedy for being unlawfully discriminated against;
- c. Compensatory damages;
- d. Punitive damages;
- e. Attorney's fees and costs of suit;
- f. Pre and post-judgment interest;
- g. An injunction prohibiting further acts of discrimination; and
- h. Such other relief that the court shall deem just and equitable, including that required to eradicate the discriminatory acts of Defendants.

**COUNT THREE**

**(Violation of Public Policy)**

19. Plaintiff repeats each and every allegation of the previous paragraphs as if fully set forth herein.
20. Defendant hired two applicants for employment who were less qualified than Geisel. The foregoing violates the public policy of the State of New Jersey.
21. This has damaged Geisel.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- a. Instatement to the position of police officer with the Holmdel Police Department or, in the alternative, front pay in lieu of reinstatement;
- b. Back pay, seniority credit and other benefits required as a "make whole" remedy for being unlawfully discriminated against;
- c. Compensatory damages;
- d. Punitive damages;
- e. Attorney's fees and costs of suit;
- f. Pre and post-judgment interest;
- g. An injunction prohibiting further acts of discrimination; and
- h. Such other relief that the court shall deem just and equitable, including that required to eradicate the discriminatory acts of Defendants.

**COUNT FOUR**

(Violation of N.J.S.A. 40A:14-118 et. seq.)

22. Plaintiff repeats each and every allegation of the previous paragraphs as if fully set forth herein.
23. N.J.S.A. 40A:14-118, et. seq. requires that municipal police hiring decisions be based on an application of uniform standards applied equitably.
24. The Township of Holmdel lacks standards and/or has arbitrary and illegal standards in rendering hiring decisions; furthermore, Defendant Mioduszewski applied these illegal standards in an arbitrary, illegal and/or partial way to deprive Geisel of employment.
25. Defendants actions in rejecting Geisel's application for employment violate N.J.S.A. 40A:14-118 et. seq.
26. Plaintiff Geisel has been damaged.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- a. Instatement to the position of police officer with the Holmdel Police Department or, in the alternative, front pay in lieu of reinstatement;
- b. Back pay, seniority credit and other benefits required as a "make whole" remedy for being unlawfully discriminated against;
- c. Compensatory damages;
- d. Punitive damages;
- e. Attorney's fees and costs of suit;
- f. Pre and post-judgment interest;

- g. An injunction prohibiting further acts of discrimination; and
- h. Such other relief that the court shall deem just and equitable, including that required to eradicate the discriminatory acts of Defendants.

**COUNT FIVE**

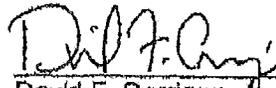
(Violation of the Civil Service Act, N.J.S.A. 11A:1-1 et. seq.)

- 27. Plaintiff repeats each and every allegation of the previous paragraphs as if fully set forth herein.
- 28. The Defendant Township is a municipality within the Civil Service system of the State of New Jersey. As such, it is bound to follow its rules, regulations and policies regarding hiring public employees.
- 29. Instead of following these rules, Defendant Township and Mioduszewski supplemented them with their own rules which were neither validated or set forth appropriate standards to apply. These rules were contrary to the Civil Service law N.J.S.A. 11A:1-1 et. seq.
- 30. As a result, Plaintiff Geisel was not hired as a police officer and was thereby damaged.

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

- a. Instatement to the position of police officer with the Holmdel Police Department or, in the alternative, front pay in lieu of reinstatement;
- b. Back pay, seniority credit and other benefits required as a "make whole" remedy for being unlawfully discriminated against;

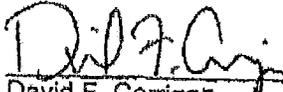
- c. Compensatory damages;
- d. Punitive damages;
- e. Attorney's fees and costs of suit;
- f. Pre and post-judgment interest;
- g. An injunction prohibiting further acts of discrimination; and
- h. Such other relief that the court shall deem just and equitable, including that required to eradicate the discriminatory acts of Defendants.

  
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David F. Corrigan  
The Corrigan Law Firm  
Attorneys for Plaintiff

Dated: August 9, 2013

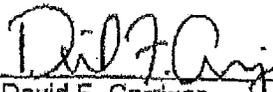
JURY DEMAND

Plaintiff Demands a jury trial

  
David F. Corrigan  
The Corrigan Law Firm  
Attorneys for Plaintiff

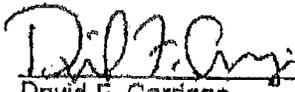
DESIGNATION OF TRIAL COUNSEL

David F. Corrigan, Esq., is designated as trial counsel.

  
David F. Corrigan  
The Corrigan Law Firm  
Attorneys for Plaintiff

CERTIFICATION PURSUANT TO R. 4:5-1

David F. Corrigan, Esq., certifies that there are no other Superior Court matters pending; nor is an arbitration pending. There is a matter before the State of New Jersey Civil Service Commission in which Plaintiff is contending that her non-selection as a police officer violated Civil Service law and regulations.

  
David F. Corrigan  
The Corrigan Law Firm  
Attorneys for Plaintiff

Dated: August 9, 2013

dhw  
May 3

SETTLEMENT AND MUTUAL RELEASE

This Settlement Agreement and Release ("Agreement") is made this \_\_\_\_ day of March, 2015, by and between **Plaintiff**, Stephanie Geisel, and the **Defendants**, Township of Holmdel (hereinafter "the Township"), John Mioduszewski, individually and as Chief of the Holmdel Police Department (collectively referred to as "Defendants"), who with Plaintiff are collectively referred to as the "**Parties**":

**WHEREAS**, Parties have been engaged in litigation filed in the Law Division, Superior Court of New Jersey, Monmouth County in a civil action captioned *Stephanie Geisel v. Township of Holmdel and, John Mioduszewski, individually and as Chief of the Holmdel Police Department*, under docket number MON-L-3138-13 (collectively referred to as the and/or this "Lawsuit"); and,

**WHEREAS**, the Parties desire to enter into a full and final settlement of all the claims made and that may have arisen between and among them, and to release such claims consistent with the terms of this agreement; and

**NOW THEREFORE**, in consideration of the promises and obligations contained herein, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties hereby agree to be legally bound as follows:

1. **FINANCIAL SETTLEMENT**: In consideration of the covenants, promises, provisions and conditions of this agreement, the Parties agree to a total settlement amount of eighty thousand dollars (\$80,000) to be paid to Attorney Trust Account of the Law Office of David Corrigan, for the benefit of Stephanie Geisel. Payment to Plaintiff will be no later than thirty (30) days from the full execution of this Agreement.

Plaintiff acknowledges that prompt payment of these funds requires submission of any and all reasonable information requested by Defendants' insurance carrier for tax and other reasonable purposes.

Defendants agree to cover the mediator's fees and costs.

The Parties agree that they will not make any statement(s) that has, have or can be expected to have the effect of disparaging the other party.

Geisel affirms that there are no liens or subrogation under the Medicare Secondary Payer Act and workers compensation laws.

2. **CONFIDENTIALITY:** Plaintiff shall keep this Agreement confidential. Plaintiff may only disclose the terms of this Agreement to Plaintiff's spouse, if any, accountant, tax preparer, federal and state taxing authorities or as required by law.
3. **STIPULATED DISMISSAL:** Within thirty (30) days after the full execution of this Agreement by the Parties, Plaintiff will sign and submit a stipulated dismissal of the action with prejudice pending in the Law Division, Superior Court of New Jersey.
4. **RELEASE:** In consideration of above, Plaintiff agrees to the following releases: This Agreement shall constitute a full and final release and discharge (the "Release") of any and all claims, rights or causes of action, whether known or unknown, that Plaintiff may have had against Defendants (including any person or entity named herein or which were otherwise named or could have been named in the Lawsuit) as of this date. The Release shall apply to any and all claims, rights, demands, causes of action, obligations, damages, expenses, compensation,

or any action of any kind, nature, character or description that any party to this Lawsuit had, now has, or could have raised against any other party, including those of which Plaintiff may not be aware and those not mentioned in this Agreement based upon anything that has happened until the date of the execution of this Agreement. This Release includes, but is not limited to, any claim, demand, cause of action, obligation, damage, complaint, expenses, compensation, or action of any kind, nature, character or description, whatsoever, arising out of or under any Federal, State, or municipal statute, ordinance or other law (whether common law, decisional law, or statute), rule, regulation, contract, executive order, or policy, including any claim for attorneys' fees and costs. Plaintiff acknowledges and agrees that the Defendants have no obligation, now or at any time in the future, to employ her in any capacity. Plaintiff agrees that she will not seek employment with the Defendants.

5. **ENTIRE AGREEMENT:** The Parties hereby acknowledge that no promises or inducement which is not herein expressed has been made in executing this Agreement. This Agreement and the included Release constitute the full agreement between the Parties, and completely and fully supersedes and replaces any and all prior contracts, agreements, discussions, representations, negotiations, understandings and any other communications between the Parties pertaining to the subject matter hereof. The Parties represent and acknowledge, in executing this Agreement, that they have not relied upon any representation or statement not set forth in this Agreement made by either party or their 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.

6. **ACKNOWLEDGEMENT OF UNDERSTANDING:** This Agreement reflects a compromise and settlement of disputed claims in complete accord and satisfaction thereof. Neither the execution of the Agreement or performance of its terms and conditions shall be considered by any party or by any other person as an admission of liability or wrong doing of any of the Parties. The Parties state that each of them has carefully read this Agreement and the Release and that they have been fully explained to each by his/her attorney, and that each understands that upon execution and performance of the covenants herein, are final and binding. The Parties agree that they are bound by this Agreement and Release. In agreeing to the terms of this Agreement and Release, the Parties acknowledge that they have been properly and adequately represented by counsel through the negotiation of this Agreement and Release and that the terms therein have been satisfactorily explained, that they have read and fully understand all of the provisions of said documents; and that they are entering into this Agreement and attached Releases of their own free will, without being under any duress.

7. **GOVERNING LAW; AUTHORITY; COUNTERPARTS; SEVERABILITY:**  
This Agreement shall be construed in accordance with the laws of the State of New Jersey. Any dispute about this Agreement that cannot be resolved by agreement shall be decided under the law of the State of New Jersey.

The Parties represent that they are fully authorized to execute this agreement and that all formalities attendant to the execution of this agreement have been satisfied.

This Agreement may be executed in counterparts, which taken together, will constitute a completely and properly executed document. A facsimile signature has the same force and effect as the original.

If any provision, paragraph, or clause in this Agreement is found to be void or illegal, the remainder of the Agreement shall remain in full force and effect.

### SIGNATURES

The undersigned warrant and represent that they are duly authorized to sign the foregoing Agreement, that said Agreement has been carefully read and understood by the signatories and their respective counsel, and that the foregoing Agreement is binding on all Parties, their heirs and assigns

Plaintiff: [Signature]  
Attorney: [Signature]

Date: 5/27/15  
Date: 5/27/15

TOWNSHIP OF HOLMDEL

By: [Signature]  
Name: DONNA M VIERO

Date: 7/6/2015

JOHN MIODUSZEWSKI

\_\_\_\_\_

Date: \_\_\_\_\_