

SUPERIOR COURT OF NEW JERSEY
CLERK OF COURT
DOCKET
FILE
IN CASE

Law Offices
NED P. ROGOVOY, ESQUIRE, L.L.C. Attorney ID #008141973
782 South Brewster Road, Unit A-6
Vineland, New Jersey 08362
(856) 205-9701
Attorney for Plaintiff

ROBERT R. HULITT, SR.

Plaintiff

v.

FAIRFIELD TOWNSHIP, a political
subdivision of the State of New Jersey

Defendant

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CUMBERLAND COUNTY

DOCKET NO. *Cum 2841-14*

CIVIL ACTION

COMPLAINT, JURY DEMAND AND
DESIGNATION OF TRIAL COUNSEL

The plaintiff, Robert R. Hulitt, Sr., residing at 13101 West Buckshutem Road, in the City of Millville, County of Cumberland and State of New Jersey, by way of Complaint says:

FIRST COUNT

1. The plaintiff, Robert R. Hulitt, Sr., has held many offices and appointments with the defendant, Fairfield Township. Specifically, on or about Wednesday, March 12, 2014, during mid-term of his appointment as code enforcement/zoning officer, the plaintiff was terminated unlawfully without cause in that he was unjustly accused of issuing and signing a check to a Mr. Edward Kimley in the amount of \$508.00.
2. The plaintiff was never granted due process. He did nothing wrong and therefore, his termination is unjust and unlawful, and he should be paid at the proper rate until at least the end of his term.

WHEREFORE, the plaintiff, Robert R. Hulitt, Sr., demands judgment for his unpaid compensation, interest, costs of suit and reasonable attorneys fees.

SECOND COUNT

1. The plaintiff, Robert R. Hulitt, Sr., repeats the allegations of the First Count herein as if fully set forth at length.

2. During the plaintiff's tenure at defendant, Fairfield Township, from September 2006 until March 12, 2014, plaintiff held and was appointed to many titles including zoning officer, housing rental code enforcement officer, land use secretary, construction secretary, timekeeper and 911 coordinator, and was never paid properly.

3. The plaintiff should be compensated for the appropriate wages and monetary amount while serving in the capacities and positions to which he was appointed during the years and times of service.

WHEREFORE, the plaintiff, Robert R. Hulitt, Sr., demands judgment for his unpaid compensation, interest, costs of suit and reasonable attorneys fees.

THIRD COUNT

1. The plaintiff, Robert R. Hulitt, Sr., repeats the allegations of the First and Second Counts herein as if fully set forth at length.

2. In 2011, the plaintiff was appointed as the Fairfield Township Business Administrator whereby prior business administrators were paid over \$90,000.00 and yet, he was paid approximately \$20.00 per hour.

3. The plaintiff should be compensated the appropriate wage for serving as Fairfield Township Business Administrator in the year 2011, as well as for his other jobs that year.

WHEREFORE, the plaintiff, Robert R. Hulitt, Sr., demands judgment for his unpaid compensation, interest, costs of suit and reasonable attorneys fees.

FOURTH COUNT

1. The plaintiff, Robert R. Hulitt, Sr., repeats the allegations of the First, Second and Third Counts herein as if fully set forth at length.

2. When the plaintiff was unlawfully terminated, he had accumulated 179 hours of sick time, five weeks of vacation time and two personal days, and was never compensated for same.

3. The plaintiff should be paid the appropriate wage for those accumulated days.

WHEREFORE, the plaintiff, Robert R. Hulitt, Sr., demands judgment for his unpaid compensation, interest, costs of suit and reasonable attorneys fees.

FIFTH COUNT

1. The plaintiff, Robert R. Hulitt, Sr., repeats the allegations of the First, Second, Third and Fourth Counts herein as if fully set forth at length.

2. The plaintiff was docked 14 hours for supposedly being paid at lunch time which was later voided, but he was never reimbursed for those 14 hours that he was docked.

WHEREFORE, the plaintiff, Robert R. Hulitt, Sr., demands judgment for his unpaid compensation, interest, costs of suit and reasonable attorneys fees.

SIXTH COUNT

1. The plaintiff, Robert R. Hulitt, Sr., repeats the allegations of the First, Second, Third, Fourth and Fifth Counts herein as if fully set forth at length.

2. All the actions done by the defendant have been intentional and with malice and are punitive.

WHEREFORE, the plaintiff, Robert R. Hulitt, Sr., demands punitive damages against the defendant, interest, costs of suit and reasonable attorneys fees.

CERTIFICATION

I hereby certify that to the best of my knowledge the above matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration at this time, nor is any other action or arbitration proceeding contemplated.

DESIGNATION OF TRIAL COUNSEL

PLEASE BE NOTIFIED that pursuant to Rule 4:25-4, Ned P. Rogovoy, Esquire, is hereby designated as trial counsel in the above-captioned litigation on behalf of the plaintiff, Robert R. Hulitt, Sr.

JURY DEMAND

PLEASE TAKE NOTICE that the plaintiff, Robert R. Hulitt, Sr., hereby demands trial by jury on all issues in this matter.

Dated: October 20, 2014


NED P. ROGOVOY, ESQUIRE
Attorney for Plaintiff

GEORGE R. SAPONARO, ESQUIRE
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DOUGLAS E. BURRY, ESQUIRE
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SUPERIOR COURT OF N.J.
CUMBERLAND COUNTY

DEC 18 2014

REC'D & FILED
CIVIL CASE
MANAGEMENT OFFICE

ROBERT R. HULITT, SR.

Plaintiff,

v.

FAIRFIELD TOWNSHIP, a political
subdivision of the State of New
Jersey,

Defendant.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION, FAMILY PART
CUMBERLAND COUNTY

DOCKET NO. CUM-L-841-14

CIVIL ACTION

ANSWER AND AFFIRMATIVE
DEFENSES

Defendant, Fairfield Township by way of answer to Plaintiff's Complaint, avers as follows:

FIRST COUNT

1. Admitted in part, denied in part. It is admitted that Plaintiff was employed by Fairfield Township and has been terminated. The remaining allegations of this paragraph are denied.

2. Denied.

WHEREFORE, Defendant Fairfield Township demands judgment in its favor and against Plaintiff Robert R. Hulitt, Sr., plus attorney's fees and costs of suit, and such other relief as the Court deems just.

SECOND COUNT

1. Defendant hereby restates and reincorporates all the preceding paragraphs of this Answer as if set forth at length herein.

2. Admitted in part and denied in part. It is admitted that Plaintiff was an employee of Fairfield Township. The remaining allegations in this paragraph are denied.

3. Denied.

WHEREFORE, Defendant Fairfield Township demands judgment in its favor and against Plaintiff Robert R. Hulitt, Sr., plus attorney's fees and costs of suit, and such other relief as the Court deems just.

THIRD COUNT

1. Defendant hereby restates and reincorporates all the preceding paragraphs of this Answer as if set forth at length herein.

2. Denied.

3. Denied.

WHEREFORE, Defendant Fairfield Township demands judgment in its favor and against Plaintiff Robert R. Hulitt, Sr., plus attorney's fees and costs of suit, and such other relief as the Court deems just.

FOURTH COUNT

1. Defendant hereby restates and reincorporates all the preceding paragraphs of this Answer as if set forth at length herein.

2. Denied.

3. Denied.

WHEREFORE, Defendant Fairfield Township demands judgment in its favor and against Plaintiff Robert R. Hulitt, Sr., plus attorney's fees and costs of suit, and such other relief as the Court deems just.

FIFTH COUNT

1. Defendant hereby restates and reincorporates all the preceding paragraphs of this Answer as if set forth at length herein.

2. Denied.

WHEREFORE, Defendant Fairfield Township demands judgment in its favor and against Plaintiff Robert R. Hulitt, Sr., plus attorney's fees and costs of suit, and such other relief as the Court deems just.

SIXTH COUNT

1. Defendant hereby restates and reincorporates all the preceding paragraphs of this Answer as if set forth at length herein.

2. Denied.

WHEREFORE, Defendant Fairfield Township demands judgment in its favor and against Plaintiff Robert R. Hulitt, Sr., plus attorney's fees and costs of suit, and such other relief as the Court deems just.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

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

SECOND AFFIRMATIVE DEFENSE

The Complaint is barred by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et. seq.

THIRD AFFIRMATIVE DEFENSE

Defendant was free of any and all negligence.

FOURTH AFFIRMATIVE DEFENSE

Defendant violated no duty owed to the Plaintiff.

FIFTH AFFIRMATIVE DEFENSE

Any injuries or damages allegedly sustained by the Plaintiff were caused by his sole negligence.

SIXTH AFFIRMATIVE DEFENSE

Any damages which may have been sustained by the Plaintiff were caused through the sole negligence of a third party or third parties over whom Defendant exercised no control.

SEVENTH AFFIRMATIVE DEFENSE

Defendant owed no contractual duty to Plaintiff.

EIGHTH AFFIRMATIVE DEFENSE

Defendant was not negligent in any manner, and, therefore, Plaintiff cannot be awarded a judgment against the Defendants.

NINTH AFFIRMATIVE DEFENSE

Any liability which might otherwise be imposed upon the Defendant must be reduced by the application of the standard of comparative negligence mandated by N.J.S.A. 59:9-4.

TENTH AFFIRMATIVE DEFENSE

Defendant is immune from liability pursuant to the provisions of N.J.S.A. 59:2-1 and N.J.S.A. 59:3-1.

ELEVENTH AFFIRMATIVE DEFENSE

Defendant is not liable to the Plaintiff in that there is no liability upon any public employee pursuant to the provisions of N.J.S.A. 59:2-2(b).

TWELFTH AFFIRMATIVE DEFENSE

Any action or failure to act upon the part of the Defendant is in the nature of discretionary activity within the meaning of N.J.S.A. 59:2-3 and accordingly, no liability may be imposed upon the Defendant.

THIRTEENTH AFFIRMATIVE DEFENSE

This claim is barred under the provisions of N.J.S.A. 59:2-3(b) to the extent that it charges legislative and administrative action or inaction.

FOURTEENTH AFFIRMATIVE DEFENSE

This claim is barred by the provisions of N.J.S.A. 59:2-3 (c) to the extent that it asserts liability against the Defendant for the exercise of discretion in determining whether to provide the resources necessary for the purchase of equipment, the construction or maintenance of facilities, the hiring of personnel and in general, the provisions of adequate governmental service.

FIFTEENTH AFFIRMATIVE DEFENSE

Defendant is immune from liability pursuant to the provisions of N.J.S.A. 59:3-2.

SIXTEENTH AFFIRMATIVE DEFENSE

Plaintiff failed to file a Notice of Claim within the time required by N.J.S.A. 59:8-8 or to move, within one year from the accrual of the cause of action, for an order permitting the filing of a late Notice of Claim pursuant to N.J.S.A. 59:8-9.

SEVENTEENTH AFFIRMATIVE DEFENSE

The claims of the Plaintiff may be barred pursuant to the provisions of N.J.S.A. 59:9-2 (d) in that he has not suffered that requisite medical expense or permanent loss of bodily function or permanent disfigurement or dismemberment.

EIGHTEENTH AFFIRMATIVE DEFENSE

Any recovery to which the Plaintiff might otherwise be entitled is subject to reduction in accordance with the limitations on damages provided in N.J.S.A. 59:9-2.

NINETEENTH AFFIRMATIVE DEFENSE

The negligence of the Plaintiff was greater than that of the negligence, if any, of Defendant, and he is, therefore, barred from recovery pursuant to the provisions of N.J.S.A. 59:9-4.

TWENTIETH AFFIRMATIVE DEFENSE

Negligence, if any, on the part of the Defendant, was not the proximate cause of any damages or injuries which may have been sustained by the Plaintiff.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Defendant's liability and duty of contribution as a joint tortfeasor jointly and severally liable with any other tortfeasor to the Plaintiff extends only to the damages provided pursuant to N.J.S.A. 59:9-3.

TWENTY-SECOND AFFIRMATIVE DEFENSE

The Complaint is barred by failure to exhaust administrative remedies.

TWENTY-THIRD AFFIRMATIVE DEFENSE

The Complaint is barred for failure to join essential parties.

TWENTY-FORTH AFFIRMATIVE DEFENSE

The Complaint is barred by the doctrines of unclean hands, collateral estoppel, and/or waiver.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

The Complaint is barred by relevant statutes of limitation.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

Plaintiff is barred from recovering punitive damages pursuant to the provisions of N.J.S.A. 59:9-2.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

Defendant reserves the right to interpose such other separate defenses as continuing investigation and discovery may disclose.

WHEREFORE, Defendant Fairfield Township demands judgment in its favor and against Plaintiff Robert R. Hulitt, Sr., plus attorney's fees and costs of suit, and such other relief as the Court deems just.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, George R. Saponaro, Esquire is designated as Trial Counsel for Defendant.

DEMAND FOR STATEMENT OF DAMAGES

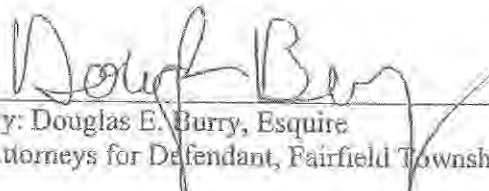
Pursuant to R. 4:5-2, Defendant demands that Plaintiff furnish a written statement of the amount of damages claimed, within five (5) days, itemizing each item of damages and providing the means of calculation for each.

CERTIFICATION PURSUANT TO R. 4:5-1

Pursuant to R. 4:5-1, the undersigned hereby certifies that the matter in controversy is not the subject matter of any other pending action in any court or of any other arbitration proceeding, nor is any other action or proceeding contemplated. The undersigned further certifies that all known and necessary parties have been joined in this action.

Dated: 12/16, 2014

Saponaro & Sitzler


By: Douglas E. Burry, Esquire
Attorneys for Defendant, Fairfield Township