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SUPERIOR COURT OF NEW JERSEY
JAN 26 2005
PASSAIC COUNTY

PAUL CASTRONOVO, LLC
90 Washington Valley Road
Bedminster, NJ 07921
(908) 719-8888
Attorneys for Plaintiff
Alyssa D. Scala

ALYSSA D. SCALA,

Plaintiff,

v.

COUNTY OF UNION, RICK
PROCTOR, and DENISE SANTIAGO

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - PASSAIC COUNTY

DOCKET NO: 2-408-05

Civil Action

COMPLAINT AND JURY DEMAND

Plaintiff, Alyssa D. Scala ("Plaintiff"), through her attorney, Paul Castronovo, LLC, files this Complaint and Jury Demand seeking compensatory damages, punitive damages, attorneys' fees, and costs of suit from Defendants, County of Union, Rick Proctor, and Denise Santiago ("Defendants"), and alleges as follows:

FACTS

A. Jurisdiction and Venue

1. At all relevant times, Plaintiff resided in Wayne Township, Passaic County, New Jersey.

2. Defendant County of Union is a governmental entity organized under the laws of New Jersey, conducts its affairs in

New Jersey, and is headquartered at 10 Elizabethtown Plaza, Elizabeth, New Jersey.

3. At all relevant times, Defendant Rick Proctor was a member of the Board of Chosen Freeholders and in that capacity was an officer and agent of Defendant County of Union.

4. At all relevant times, Defendant Denise Santiago was employed by Defendant County of Union as the Director of the Office of Emergency Management and Health Officer of the Union County LINCS (Local Information Network and Communication System).

5. The Union County LINCS conducts operations at 300 North Avenue East, Westfield, New Jersey.

B. Plaintiff's Employment

6. Starting in July 2003, Plaintiff served as an employee and/or contractor of the Township of Union in the title of Health Educator/Risk Communicator for the Union County LINCS.

7. In her position, Plaintiff trained local police, firefighters, and other first responders to protect themselves from, and recognize the signs of, terrorist attacks using biological and chemical agents.

8. The Union County LINCS is a central network of health departments designed to protect the public and first responders from terrorist attacks using biological and chemical weapons.

9. LINCS is funded by the federal government in the form of a grant from the Centers for Disease Control (CDC).

10. When Plaintiff began her employment/contract, the LINCS was administered by the Township of Union.

11. While Plaintiff was employed by and/or under contract with the Township of Union, her supervisor was Dennis San Fillippo.

C. The County's Takeover of LINCS

12. Starting in approximately March 2004, Defendant County of Union began negotiating with the Township of Union and the State of New Jersey (as the distributor of the CDC grant funds) to assume all control of the LINCS that was being administered by Mr. San Fillippo at the Township of Union.

13. Mr. San Fillippo and Nancy Rodriguez (Grant Administrator for the Township of Union) attended several meetings with Defendant County of Union between March 2004 and August 2004 to discuss the proposed takeover of the LINCS.

14. At these meetings and at other times, Defendant Rick Proctor and Defendant Denise Santiago told Mr. San Fillippo and Ms. Rodriguez that Defendant County of Union would keep together the entire LINCS team and offer employment with Defendant County of Union to all LINCS team members, including Plaintiff, after the LINCS takeover was completed.

D. Defendants Deny Plaintiff Continued Employment

21. By letter dated August 17, 2004, Defendant County of Union informed Plaintiff that it would not offer Plaintiff employment with the LINCS program.

22. When Plaintiff received this letter on August 25, 2004, she asked Defendant Denise Santiago why Defendant County of Union did not offer Plaintiff continued employment with LINCS.

23. In response, Defendant Denise Santiago informed Plaintiff that Plaintiff was not hired due to an administrative decision to hire a ten-hour per week Health Educator/Risk Communicator for the LINCS program.

24. Instead of hiring Plaintiff, Defendant County of Union filled the position with Lorraine Kowalski, a 70-year old resident of Morris County.

25. Under the terms of the CDC grant, the Health Educator/Risk Communicator must work at least thirty-five hours per week.

26. Plaintiff later learned that Defendant County of Union did not hire her because Defendant Denise Santiago viewed Plaintiff as a rival for the affections of Defendant Rick Proctor.

27. Defendant Denise Santiago was a decision-maker with hire/fire authority over employees in the LINCS program.

28. Defendant Rick Proctor, as the highest officer of Defendant County of Union, was a decision-maker with hire/fire authority over employees in the LINCS program.

29. It is an open secret that Defendant Denise Santiago and Defendant Rick Proctor have and/or had an ongoing romantic relationship that remains secret due to Defendant Rick Proctor's marriage to another woman.

30. Defendant Denise Santiago expressed her sexual jealousy of Plaintiff by telling others that, among other things, Defendant Rick Proctor looked suggestively at Plaintiff and that Defendant Denise Santiago envied Plaintiff's youth and physical attributes.

COUNT I

Violations of the Law Against Discrimination

31. Plaintiff repeats and incorporates the facts alleged in the preceding paragraphs.

32. Plaintiff is a 33-year old woman.

33. Plaintiff applied for and was qualified for the position of Health Educator/Risk Communicator with Defendant County of Union's LINCS program.

34. Despite Plaintiff's qualifications for the position, she was denied employment by Defendant County of Union.

35. After Defendant County of Union denied employment to Plaintiff, it hired a 70-year old woman who Defendant Denise

Santiago did not view as a sexual rival for the attention of Defendant Rick Proctor.

36. Defendants' articulated reason of administrative concerns for not hiring Plaintiff is a mere pretext for discrimination on the basis of Plaintiff's age and sex that violates the Law Against Discrimination, N.J.S.A. 10:5-1, et seq.

37. Defendants' conduct was willful, malicious and/or especially egregious and done with the knowledge and/or participation of upper level management.

38. As a result of Defendants' wrongful conduct, Plaintiff has suffered, and continues to suffer, damages including: back pay, front pay, medical expenses, loss of employment benefits, emotional distress, relocation costs, and additional rent.

COUNT II

Promissory Estoppel

39. Plaintiff repeats and incorporates the facts alleged in the preceding paragraphs.

40. Defendants made a clear and definite promise to Plaintiff that she would receive employment with Defendant County of Union if she moved to Union County to satisfy a purported residency requirement for county employment.

41. Defendants expected that Plaintiff would rely on their promise of employment.

42. Plaintiff reasonably relied on Defendants' promise.

43. Plaintiff has suffered the above damages as a direct result of her reliance on Defendants' promise.

COUNT III

Fraud

44. Plaintiff repeats and incorporates the facts alleged in the preceding paragraphs.

45. Defendants made false representations of employment to Plaintiff.

46. Defendants knew or believed these representations to be false.

47. Defendants intended to deceive Plaintiff with these false representations.

48. Plaintiff believed Defendants' representations and justifiably relied on them when she relocated from Wayne to Westfield.

49. As a direct result of Defendants' representations, Plaintiff has sustained the above damages.

WHEREFORE, Plaintiff seeks judgment against Defendants on each count awarding her compensatory damages, punitive damages, attorneys' fees, costs of suit, pre- and post-judgment interest, and all other relief that the Court deems equitable and just.

PAUL CASTRONOVO, LLC

Dated: January 25, 2005

By: 

Paul Castronovo
Attorney for Plaintiff

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury on all issues so triable.

PAUL CASTRONOVO, LLC

Dated: January 25, 2005

By: Paul Castronovo
Paul Castronovo
Attorney for Plaintiff

DESIGNATION OF TRIAL COUNSEL

Plaintiff designates Paul Castronovo as trial counsel in this action.

PAUL CASTRONOVO, LLC

Dated: January 25, 2005

By: Paul Castronovo
Paul Castronovo
Attorney for Plaintiff

RULE 4:5-1 CERTIFICATION

I hereby certify that this matter is not the subject of any other pending civil action or arbitration proceeding. I further certify that I know of no other parties who should be joined in this litigation at the present time.

PAUL CASTRONOVO, LLC

Dated: January 25, 2005

By: Paul Castronovo
Paul Castronovo
Attorney for Plaintiff

PAUL CASTRONOVO, LLC
 90 Washington Valley Road
 Bedminster, NJ 07921
 (908) 719-8888
 Attorneys for Plaintiff
 Alyssa D. Scala

ALYSSA D. SCALA,

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SUPERIOR COURT OF NEW JERSEY
 LAW DIVISION - PASSAIC COUNTY

DOCKET NO: PAS-L-408-05

Civil Action

**NOTICE TO PRODUCE DOCUMENTS AND
 THINGS PURSUANT TO R. 4:18**

Plaintiff, Alyssa D. Scala ("Plaintiff"), through her attorney, Paul Castronovo, LLC, requests Defendant, County of Union ("Defendant"), to produce the following documents and things.

PAUL CASTRONOVO, LLC

Dated: February 7, 2005

By: PP CA
 Paul Castronovo

NOTICE TO PRODUCE DOCUMENTS AND THINGS

1. Any and all computer information, electronic information, and/or digital materials maintained by Defendant, including current files, historical files, archival files, back-up files, and legacy computer files, whether in current or historic media or formats, which may relate to any and all claims and defenses.

2. All documents mentioned in Defendant's interrogatory answers.

3. All documents relied upon in preparing Defendant's interrogatory answers.

4. All documents, notes, correspondence, memoranda, journals, diaries, e-mail or writings, in whatever media contained, referring in any way to Plaintiff, including, but not limited to, documents referencing Plaintiff's employment and/or request for employment by Defendant, Plaintiff's allegations set forth in the Complaint, and/or Defendant's defenses set forth in any pleading filed by Defendant.

5. Any insurance policies and applications for insurance relevant to the allegations contained in Plaintiff's Complaint and/or the defenses contained in Defendant's Answer.

6. All documents (including copies of employment applications, resumes, interview notes, test results, etc.) used in connection with the interviewing, testing, hiring or selecting of applicants for all jobs for which Plaintiff applied and/or was considered, including Health Educator/Risk Communicator with the LINCS.

7. The personnel, pay, and other files of Plaintiff, Rick Proctor, and Denise Santiago including but not limited to all statements or recordings that relate or refer to the allegations contained in Plaintiff's Complaint and/or the defenses contained in Defendant's Answer.

8. Any other files or documents relating to Plaintiff's proposed pay, health insurance, and other employment benefits with Defendant.

15. All documents, e-mails, statements, memoranda, or recordings relating to any counseling, reprimands, discipline, suspensions, or termination of any employee relating to The Causes of Action due to language, conduct, actions, or decisions over the past ten years.

16. Copies, drafts, rejected versions, and corrected versions of all past and current employee handbooks, directives, orders, guidelines, manuals, policies, procedures, documents, memoranda, and correspondence written by or on Defendant's behalf concerning The Causes of Action over the past five years.

17. All documents, memoranda, recordings, and correspondence which relate to, explain, define, or describe such handbooks, guidelines, manuals, policies, or procedures related to The Causes of Action.

18. All information relating to in-service or other employment training pertaining to The Causes of Action provided by Defendant, to Defendant, or on Defendant's behalf or to Defendant's employees including, but not limited to, agendas, programs, speakers, outlines, handouts, booklets, tests, videos, and any other documents relating to such training over the past five years.

19. Financial information related to Defendant's annual revenue and credit rating for the past three years.

20. All press or public relations releases, newspaper, magazine, business, financial, or trade publication articles prepared by Defendant or on Defendant's behalf during the past three years related to The Causes of Action.

21. Any and all documents prepared by, at the direction of, or on behalf of each expert Defendant intends to call to testify or expects to testify and a list of materials, including learned treatises, articles and studies, which said experts intend to rely upon at trial, citing the relevant sections and page numbers of said documents.

22. Any and all journals, calendars, logs, summaries, statements, recordings, or other notes prepared, possessed, and/or maintained by Defendant which relate in any way to Plaintiff and/or Plaintiff's claim of The Causes of Action. The documents requested include, but are not limited to, those documents reflecting conversations involving Plaintiff and any of Defendant's present or former employees, supervisors, or

managers, as well as any such documents generated by Defendant's attorneys.

23. Any and all documents obtained from individuals, or based on statements from individuals, concerning the facts or circumstances that constitute the basis of Plaintiff's claims as they are stated in Plaintiff's Complaint, including any and all documents which might support or refute the allegations contained in Plaintiff's Complaint.

24. Any and all documents containing any interview of or any notes from discussions with witnesses or potential witnesses that were taken by Defendant or any other person on Defendant's behalf.

25. Any document or thing related to all claims, charges and/or allegations made against Defendant or any of Defendant's employees within the past five years regarding conduct related to The Causes of Action.

26. Any and all documents that in any way relate to any evaluation of, or comments concerning, Plaintiff by any of Defendant's employees or agents.

27. All documents concerning the investigation and processing of any complaint regarding The Causes of Action including, but not limited to, correspondence, reports, interviews, forms, comments, notes and internal memos.

28. All notices and postings issued and/or posted by Defendant in regard to preventing or addressing conduct related to The Causes of Action since January 1, 2000.

29. All educational or training materials used by Defendant in regard to preventing or addressing conduct related to The Causes of Action since January 1, 2000.

30. All logs, receipts, attendance records and other evidence of the implementation of any educational or training program regarding conduct related to The Causes of Action in the workplace offered by Defendant to its employees since January 1, 2000.

31. Any and all documents or materials received by Defendant from the EEOC, the New Jersey Department of Labor, the New Jersey Division of Civil Rights and any other administrative or consulting body concerning policies, procedures, training and education regarding conduct related to The Causes of Action,

CERTIFICATION

These responses to Plaintiff's document requests are based upon my own knowledge, information gleaned from Defendant's records, and information supplied by others. I certify that these responses are true to the best of my knowledge, information and belief.

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

COUNTY OF UNION

DATED:

By: _____