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Attorneys for Plaintiffs Gabrielle Bolarakis,
Angela DeVoe and Karin Parker

GABRIELLE BOLARAKIS,
ANGELA DEVOE, and
KARIN PARKER,

Plaintiffs,

v.

TOWNSHIP OF READINGTON,
RICHARD J. SHEOLA, individually and
in his official capacity, and JOHN and
JANE DOES (1-10)(fictitious names of
unknown persons),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUNTERDON COUNTY
DOCKET NO.: HUN-L-000391-22

Civil Action

**PLAINTIFFS' NOTICE OF
MOTION TO ENFORCE SETTLEMENT**

To: Thomas A. Keenan, Esq.
KEENAN & DORIS LLC
71 Union Avenue Suite 105
Rutherford, NJ 07070
Attorneys for Defendant Township of Readington

Eric L. Harrison, Esq.
METHESSEL & WERBEL
2025 Lincoln Highway, Suite 200
P.O. Box 3012
Edison, NJ 08818
Attorneys for Defendant Richard J. Sheola

PLEASE TAKE NOTICE that on **Friday, November 3, 2023, at 9:00 a.m.**, or as soon thereafter as counsel may be heard, McClure Burden, LLC, attorneys for Plaintiffs Gabrielle Bolarakis, Angela DeVoe, and Karin Parker, shall move before the Honorable Robert A. Ballard, P.J.Cv., or such other judge assigned to this matter, at the Superior Court of New Jersey, Hunterdon County Superior Court, Somerset County Courthouse, 20 North Bridge Street, Floor 2, Somerville, New Jersey 08876-1262 for entry of an Order enforcing settlement.

PLEASE TAKE FURTHER NOTICE that in support of this Motion, Plaintiffs shall rely upon the Brief and Certification of Kathryn K. McClure submitted herewith.

PLEASE TAKE FURTHER NOTICE that a proposed form of Order is submitted herewith.

PLEASE TAKE FURTHER NOTICE, pursuant to R. 1:6-2, Plaintiffs request oral argument if opposition is filed.

PLEASE TAKE FURTHER NOTICE that the discovery end date in this matter is March 1, 2024.

McClure Burden, LLC
Attorney for Plaintiffs

By: /s/Kathryn K. McClure
KATHRYN K. McCLURE

Dated: October 18, 2023

McClure Burden, LLC

Kathryn K. McClure, Esq. ID# 037462004

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Attorneys for Plaintiffs Gabrielle Bolarakis,

Angela DeVoe and Karin Parker

<p>GABRIELLE BOLARAKIS, ANGELA DEVOE, and KARIN PARKER,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>TOWNSHIP OF READINGTON, RICHARD J. SHEOLA, individually and in his official capacity, and JOHN and JANE DOES (1-10)(fictitious names of unknown persons),</p> <p style="text-align: center;">Defendants.</p>
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SUPERIOR COURT OF NEW JERSEY
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CERTIFICATION OF COUNSEL
KATHRYN K. McCLURE

I, KATHRYN K. McCLURE, ESQ., hereby certify as follows:

1. I am an attorney at law of the State of New Jersey and a partner of the firm McClure Burden, LLC, attorneys for Plaintiffs Gabrielle Bolarakis (“Bolarakis”), Angela DeVoe (“DeVoe”), and Karin Parker (“Parker”) (collectively “Plaintiffs”). As such, I am personally familiar with the facts and circumstances set forth herein.

2. I make this Certification in support of Plaintiffs’ Motion to Enforce Settlement.

3. On September 22, 2022, Plaintiffs commenced this action against Defendant Township of Readington (“Township” or “Readington”), the current employer of Plaintiffs Bolarakis and Parker and former employer of Plaintiff DeVoe, and Defendant Richard J. Sheola (“Sheola”), the Township Administrator for the Defendant Township (“Defendants”). Plaintiffs allege Defendants have violated the Diane B. Allen Equal Pay Act (“Equal Pay Act”), including unlawful discrimination in pay based upon sex/gender, and retaliation, as well as engaging in sex/gender discrimination, and retaliation in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. (“LAD”). A true and correct copy of Plaintiffs’ Complaint is attached hereto as **Exhibit A**.

4. On December 7, 2022, Defendants Township and Sheola filed their Answer. A true and correct copy of Defendants’ Answer is attached hereto as **Exhibit B**.

5. On March 14, 2023, the Court ordered this matter referred to mediation.

6. On March 31, 2023, Mr. Keenan withdrew as counsel for Defendant Sheola and Eric Harrison, Esq., of Methfessel & Werbel, filed a Substitution of Attorney with the Court on behalf of Defendant Sheola.

7. On April 3, 2023, the Court entered a Case Management Order, Paragraph 3 of which required the parties to “schedule mediation with a mutually agreed upon mediator by May 18, 2023.” A true and accurate copy of the Court’s April 3, 2023 Case Management Order is attached hereto as **Exhibit C**.

8. On April 19, 2023, the parties agreed to mediate this matter with the Hon. Dennis F. Carey III, P.J.Cv. (Ret.). On April 21, 2023, the parties scheduled mediation to take place with Judge Carey on May 23, 2023. On May 15, 2023, counsel for defense counsel advised via e-mail

that Defendants needed to reschedule the May 23, 2023 mediation. Court-ordered mediation was then rescheduled to July 26, 2023, via Zoom, with Judge Carey.

9. At the conclusion of mediation on July 26, 2023, the parties agreed to settle the matter on the following terms in which Defendant Township would:

- a. Make a settlement payment in the total amount of \$800,000.00 to Plaintiffs, inclusive of attorneys' fees;
- b. Increase Plaintiff Bolarakis's salary to \$112,000.00 retroactive to January 1, 2023;
- c. Increase Plaintiff Parker's salary to \$112,000.00 retroactive to January 1, 2023;
- d. Pay all mediator's fees;
- e. Issue a UCC License Letter to Plaintiff DeVoe; and
- f. Change Plaintiff Bolarakis's job title to "Director of Parks and Recreation."

10. Judge Carey advised me and Plaintiffs that defense counsel would provide us with a material term sheet and to advise him if the parties required any assistance with same.

11. Plaintiffs and I waited for approximately 45 minutes and no proposed material term sheet was forthcoming. Accordingly, I emailed counsel for Defendants on July 26, 2023, at 4:36 p.m. and asked when Plaintiffs and I could expect to receive a material term sheet. Mr. Harrison responded at 4:43 p.m., "Katie [sic] – you are welcome to ride [sic] up a proposed term sheet. Otherwise, I expect I will get to it at some point this evening." In response, at 5:39 p.m., I agreed to draft a material term sheet and circulate it. Mr. Harrison responded on July 26, 2023, at 7:14 p.m., "Okay, we'll await your proposed term sheet." A true and correct copy of this July 26, 2023 e-mail thread between me and counsel for Defendants is attached hereto as **Exhibit D**.

12. On August 9, 2023, Plaintiffs provided counsel for Defendants with a written Memorandum of Settlement Terms, containing all of the material terms of the settlement, executed by each Plaintiff. A true and correct copy of the Memorandum of Settlement Terms executed by Plaintiffs Bolarakis, DeVoe and Parker is attached hereto as **Exhibit E**.

13. On or about September 5, 2023, at 7:05 p.m., Mr. Harrison e-mailed me with a copy to Mr. Keenan stating:

Katy –
Congratulations – we have a settlement subject to the negotiation of a mutually acceptable written agreement.

Tom [Keenan] is away this week, I have a jammed schedule, and I will be away on vacation next week. I would encourage you, if you have the time, to draft an agreement, which we will share with our clients, discuss among ourselves and likely get back to you with any proposed revisions with any proposed revisions [sic] by end of next week.

A true and correct copy of Mr. Harrison's September 5, 2023 e-mail is attached hereto as **Exhibit F**.

14. On September 12, 2023, I provided a draft Settlement Agreement and Release ("Settlement Agreement") to counsel for Defendants. On September 14, 2023, counsel for Defendants returned the draft Settlement Agreement with redline revisions. A true and correct copy of the parties' September 12 and 14, 2023 e-mail communications and Defendants' September 14, 2023 draft Settlement Agreement with proposed revisions are also attached hereto as **Exhibit F**.

15. On September 18, 2023, Mr. Harrison requested that I provide him, Mr. Keenan, and Defendant Sheola with a copy of the final form of the Settlement Agreement counsel for the parties had agreed upon that afternoon signed by all three (3) Plaintiffs. The parties' intention

was to present the final form of Settlement Agreement executed by Plaintiffs to the Defendant Township Committee for approval on the evening of September 18, 2023.

16. While Plaintiffs did forward an executed copy of the final form of Settlement Agreement to counsel for Defendants and Defendant Sheola on September 18, 2023, Mr. Harrison advised via e-mail at 5:28 p.m.:

Guys – we cannot approve it tonight without signatures because the twp is willing to do this only if it gets rid of all 3 cases, and arguably if fewer than 3 plaintiffs sign a pre-approved agreement we have a binding settlement as to only 1 or 2, which is not acceptable to the municipality.

So we will need to wait until the October meeting.

A true and correct copy of Mr. Harrison’s September 18, 2023 e-mail is attached hereto as **Exhibit**

G.

17. Defendant Sheola responded on September 18, 2023, at 5:43 p.m. “October 16th.”

Id.

18. Subsequently, on September 18, 2023, Mr. Harrison e-mailed, with a copy to Mr.

Keenan:

Katy – since this arrived too late for the governing body to approve this evening, it will be presented for approval on October 16. Could you please put it all together as one clean document without tract [sic] changes, scan it and email it to us?

A true and correct copy of Mr. Harrison’s September 18, 2023 e-mail is attached hereto as **Exhibit**

H.

19. At defense counsel’s request, on September 28, 2023, Plaintiffs provided via e-mail the Settlement Agreement, fully executed by Plaintiffs, to counsel for Defendants and requested confirmation that it would be presented to the Defendant Township Committee on

October 16, 2023. On September 29, 2023, Mr. Harrison “confirmed” that the Settlement Agreement executed and provided by Plaintiffs was acceptable, per his September 5, 2023 e-mail stating:

Congratulations – we have a settlement to the negotiation of a mutually acceptable written agreement.

(See **Exhibits F and I.**)

20. Mr. Harrison further confirmed the final form of Settlement Agreement executed by Plaintiffs would be presented to the Defendant Township Committee on October 16, 2023. A true and correct copy of my September 28, 2023 e-mail to counsel for Defendants with the final Settlement Agreement executed by Plaintiffs Bolarakis, DeVoe and Parker, and Mr. Harrison’s September 29, 2023 confirmation are attached hereto as **Exhibit I.**

21. Mr. Harrison acted with apparent authority on behalf of Defendants Township of Readington and Sheola when he confirmed the terms of the settlement set forth in the Settlement Agreement executed by Plaintiffs Bolarakis, DeVoe and Parker. Id.

22. After having agreed to the settlement in writing, the Defendant Township Committee met in Executive Session on October 16, 2023, and, upon information and belief, did not vote to approve the Settlement Agreement.

23. Although Mr. Harrison confirmed the material terms of the settlement in his September 5, 2023 e-mail (see Exhibit F), and Plaintiffs have given Defendants nearly three (3) months to approve the terms of the parties’ written settlement agreement on terms arrived upon as a result of court-ordered mediation on July 26, 2023, Defendant Township of Readington’s governing Committee has inexplicably refused to accept the terms of the parties’ written

settlement agreement. As a result, Plaintiffs are filing this motion to enforce the agreed upon settlement.

24. For the reasons set forth in the brief submitted herewith, Plaintiffs' motion to enforce the settlement should be granted.

25. In addition, when Plaintiffs prevail on this motion, under the LAD's fee-shifting provisions, Plaintiffs respectfully submit that they should receive fees and costs for counsel's efforts required to enforce the settlement.

26. I hereby 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.

McCLURE BURDEN, LLC
Attorney for Plaintiffs

/s/ Kathryn K. McClure
KATHRYN K. McCLURE

Dated: October 18, 2023

Exhibit A

SMITH EIBELER, LLC

Kathryn K. McClure, Esq. ID# 037462004

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Attorneys for Plaintiffs Gabrielle Bolarakis,
Angela DeVoe and Karin Parker

GABRIELLE BOLARAKIS,
ANGELA DEVOE, and
KARIN PARKER,

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TOWNSHIP OF READINGTON,
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUNTERDON COUNTY
DOCKET NO.: HUN-L-

Civil Action

COMPLAINT AND JURY DEMAND

Gabrielle Bolarakis, residing at 4 Judy Court, in Annandale within the Township of Clinton, County of Hunterdon, State of New Jersey; Angela DeVoe, residing at 6 Baptist Church Road, in Hampton within the Township of Union, County of Hunterdon, State of New Jersey; and Karin Parker, residing at 618 Heath Court, in the City of Lambertville, County of Hunterdon, State of New Jersey (collectively, "Plaintiffs"), by way of Complaint against the Defendants Township of Readington and Richard J. Sheola, say:

NATURE OF THIS ACTION

1. This is an action brought to remedy unequal pay discrimination on the basis of sex/gender and retaliation in violation of the Diane B. Allen Equal Pay Act (the "Equal Pay Act") and the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. ("LAD").

PARTIES

2. During all times relevant to this Complaint, Plaintiff Gabrielle Bolarakis ("Plaintiff Bolarakis" or "Ms. Bolarakis"), is an individual residing at 4 Judy Court, in Annandale in the Township of Clinton, County of Hunterdon, State of New Jersey, who is employed in the position of Director of Recreation for the Defendant Township of Readington ("Defendant Township").

3. Plaintiff Gabrielle Bolarakis is a "person" and "employee" of the Defendant Township as the LAD, N.J.S.A. 10:5-5(a) and (f), and case law define those terms.

4. During all times relevant to this Complaint, Plaintiff Angela DeVoe ("Plaintiff DeVoe" or "Ms. DeVoe"), is an individual residing at 6 Baptist Church Road, in Hampton within the Township of Union, County of Hunterdon, State of New Jersey, who was employed in the position of Construction Official/Building Subcode Official for the Defendant Township.

5. Plaintiff Angela DeVoe is a "person" and "employee" of the Defendant Township as the LAD, N.J.S.A. 10:5-5(a) and (f), and case law define those terms.

6. During all times relevant to this Complaint, Plaintiff Karin Parker ("Plaintiff Parker" or "Ms. Parker"), is an individual residing at 618 Heath Court, in the City of Lambertville, County of Hunterdon, State of New Jersey, who is employed in the position of Township Clerk for the Defendant Township.

7. Plaintiff Karin Parker is a "person" and "employee" of Defendant Township of

Readington as the LAD, N.J.S.A. 10:5-5(a) and (f), and case law define those terms.

8. During all times relevant to this Complaint, Defendant Township of Readington (“Defendant” or “Township”) is a municipality located in Hunterdon County, New Jersey, with municipal offices located at 509 Route 523, Township of Readington, County of Hunterdon, State of New Jersey.

9. During all times relevant to this cause of action, Defendant Township of Readington is a “person” and “employer” of Plaintiffs Bolarakis, DeVoe and Parker as the LAD, N.J.S.A 10:5-(a) and (e), and case law define those terms.

10. Defendant Richard J. Sheola (“Defendant Sheola” or “Sheola”), who resides at 5 Winay Terrace, in Long Valley within the Township of Washington, County of Morris, State of New Jersey, is the Administrator and Qualified Purchasing Agent (“QPA”) for the Defendant Township of Readington.

11. Defendants John and Jane Does (1-10) are fictitious persons who are not specifically named Defendants, who are unknown to Plaintiff at this time, but who may be identified during discovery in this matter and who are responsible to Plaintiff for the claims set forth herein.

VENUE

12. Pursuant to Rule 4:3-2, venue is proper in Hunterdon County because Defendant Township of Readington is located in and actually conducts business in Hunterdon County, the acts of discrimination and retaliation occurred in Hunterdon County, and Plaintiffs Bolarakis, DeVoe, and Parker reside in Hunterdon County.

FACTS COMMON TO ALL COUNTS

13. Plaintiffs repeat and reallege each of the prior allegations of the within Complaint as if set forth at length herein.

14. Plaintiffs Bolarakis, DeVoe, and Parker are female and, as such, Plaintiffs are within a protected class, as defined by the LAD, N.J.S.A. 10:5-12(a), based upon their sex/gender.

15. Pursuant to “An Ordinance Amending and Supplementing the Readington Township Salary Ordinance for Officers and Employees of the Township of Readington, Ordinance #03-2021 (the “2021 Salary Ordinance”) approved by the Defendant Township Committee on March 15, 2021, the Defendant Township designated certain employment positions among its “Executive Staff.”

16. The 2021 Salary Ordinance included the positions held by Plaintiffs Bolarakis, DeVoe and Parker as among the Defendant Township’s Executive Staff.

17. Members of the Defendant Township’s Executive Staff, including Plaintiffs Bolarakis, DeVoe and Parker, serve as heads and/or managers of various municipal departments within the Defendant Township (“Municipal Department Heads”).

18. Since on or about August 11, 2011, Plaintiff Bolarakis has been employed as the Defendant Townships’ Director of Recreation, a member of the Township’s Executive Staff, pursuant to the 2021 Salary Ordinance, reporting directly to Defendant Sheola.

19. Between on or about June 26, 2019, and July 31, 2022, Plaintiff DeVoe was employed as the Defendant Township’s Construction Official/Plumbing Subcode Official, a member of the Township’s Executive Staff, pursuant to the 2021 Salary Ordinance, reporting directly to Defendant Sheola.

20. In 2021, Plaintiff DeVoe was the Defendant Township's highest paid female Executive Staff member.

21. Since in or about August 3, 2020, Plaintiff Parker has been employed as the Defendant Township's Municipal Clerk, a member of the Township's Executive Staff, pursuant to the 2021 Salary Ordinance, reporting directly to the Defendant Township's governing body, the Township Committee.

22. Defendant Sheola is male.

23. Beginning on or about July 20, 2020, pursuant to Resolution #R-2020-88, the Defendant Township employed Defendant Sheola, as its Assistant Township Administrator, a member of the Township's Executive Staff.

24. Since on or about August 3, 2020, pursuant to Resolution #R-2020-88, the Defendant Township has employed Defendant Sheola as its Township Administrator/QPA, a member of the Township's Executive Staff, pursuant the 2021 Salary Ordinance.

25. In or about 2021, the Defendant Township employed a male as its Chief Financial Officer, a member of the Township's Executive Staff, pursuant to the 2021 Salary Ordinance.

26. In or about 2021, the Defendant Township has employed a male as its Chief of Police, a member of the Township's Executive Staff, pursuant to the 2021 Salary Ordinance.

27. In or about 2021, the Defendant Township has employed a male as its Director of Public Works, Buildings, Grounds & Parks ("DPW Director"), a member of the Township's Executive Staff, pursuant to the 2021 Salary Ordinance.

28. In 2021, the salaries of the foregoing Defendant Township's Executive Staff were as follows:

Position	Name	Sex/Gender	Salary
Chief of Police	Joe Greco	Male	\$164,748.00
Administrator/QPA	Richard Sheola	Male	\$125,000.00
Director of Public Works, Buildings, Grounds & Parks	Scott Jesseman	Male	\$123,720.00
Chief Financial Officer	Tom Carro	Male	\$122,459.00
Construction Official/Plumbing Subcode Official	Angela DeVoe	Female	\$86,913.00
Township Clerk	Karin Parker	Female	\$83,000.00
Director of Recreation	Gabrielle Bolarakis	Female	\$80,406.00

A. Plaintiff Gabrielle Bolarakis

29. On or about August 11, 2011, Plaintiff Gabrielle Bolarakis commenced employment with the Defendant Township in the position of Director of Recreation, responsible for the Defendant Township's Recreation Department.

30. In or about August 2011, the Defendant Township paid Plaintiff Bolarakis a starting annual salary of \$65,000.

31. In or about January 2016, the Defendant Township began paying Plaintiff Bolarakis an annual salary of \$72,117.00

32. In or about January 2017, the Defendant Township began paying Plaintiff Bolarakis an annual salary of \$73,559.00.

33. In or about January 2018, the Defendant Township began paying Plaintiff Bolarakis

an annual salary of \$75,214.00.

34. In or about January 2019, the Defendant Township began paying Plaintiff Bolarakis an annual salary of \$76,906.00.

35. In or about January 2020, the Defendant Township began paying Plaintiff Bolarakis an annual salary of \$78,637.00.

36. In or about August 2021, Plaintiff Bolarakis received a four (4) percent longevity increase for 10 years of employment with the Defendant Township, which raised her total compensation to \$83,622.00, although the base salary established for the Director of Recreation position remained \$80,406.00 in 2021.

37. As Director of Recreation, Plaintiff Bolarakis' job duties and responsibilities include, but are not limited to:

- a. financial and budget management of all aspects of the Defendant Township's Recreation Department including maintaining the Township's Recreation trust which, in recent years, generated \$400,000.00 to \$600,000.00 in revenues;
- b. personnel management of the Defendant Township's Recreation Department including supervising (1) one full-time and (1) one part-time office employees and more than 100 seasonal employees, contract instructors, trainers, referees, coaches and volunteers who provide year-round programs;
- c. ensuring public safety of the Defendant Township's residents and guests who avail themselves of the services and programs of the Recreation Department;
- d. public communication including identifying community recreation needs and developing immediate and long-range plans based upon public demand as

well as administering a comprehensive marketing plan utilizing all forms of public communication and managing online program registration;

- e. facilities management including coordinating the design, construction, and operation of recreation facilities including long-range plans for park facilities, capital budget, and Five-Year Capital Plan, as well as developing park maintenance plans and managing rental of park facilities; and
- f. day-to-day management of the Defendant Township's Recreation Department, which requires Ms. Bolarakis to be available to the Township and its residents seven (7) days per week.

38. Plaintiff Bolarakis is a New Jersey Board Certified Recreation Administrator, which requires her to obtain continuing education credits every (5) five years.

39. During her tenure as the Defendant Township's Director of Recreation, Plaintiff Bolarakis has always met and/or exceeded her performance expectations.

40. On or about November 12, 2021, Plaintiff Bolarakis submitted her annual budget to the Township Administrator, Defendant Sheola, at which time she requested a title change to Director of Parks and Recreation to more accurately capture the substantial breadth of her job responsibilities.

41. At that time, Plaintiff Bolarakis also requested that Defendants increase her annual salary to \$101,000.00, to begin to address the pay disparity between her compensation and that of the Defendant Township's male Executive Staff/Municipal Department Heads.

42. On or about March 31, 2022, Plaintiff Bolarakis submitted to Defendants Township and Sheola a formal written complaint of unequal pay discrimination on the basis of sex/gender

and retaliation, in violation of the Equal Pay Act and LAD.

43. The aforesaid actions taken by Plaintiff Bolarakis on or about November 12, 2021, and on or about March 31, 2022, constitute protected activity under the Equal Pay Act and LAD.

44. Defendants are aware that Plaintiff Bolarakis engaged in protected activity under the Equal Pay Act and LAD.

45. The actual work performed by Plaintiff Bolarakis as the Defendant Township's Director of Recreation demands substantially similar skill, effort and responsibility to that of Plaintiffs DeVoe and Parker, as well the Defendant Township's male Executive Staff who are Municipal Department Heads.

46. The level of authority delegated to Plaintiff Bolarakis, and the requirement that Plaintiff Bolarakis similarly direct the work of others, is substantially similar to that of Plaintiffs DeVoe and Parker as well as the Defendant Township's male Executive Staff who are Municipal Department Heads.

47. Defendants have failed to address Plaintiff's Bolarakis' complaint of sex/gender discrimination and retaliation in violation of the Equal Pay Act and LAD.

B. Plaintiff Angela DeVoe

48. On or about June 26, 2019, Plaintiff Angela DeVoe commenced employment with the Defendant Township in the position of Construction Official/Plumbing Subcode Official with an annual starting salary of \$80,000.00.

49. On or about July 1, 2019, after hiring Plaintiff DeVoe, the Defendant Township adopted Ordinance #15-2019, which established a salary range of \$80,000.00 to \$101,553.00 for the Construction Official position, and began paying Ms. DeVoe, its new female Construction

Official, a base salary of \$80,000.00 at the lowest end of the salary range.

50. In or about December 2019, after six (6) months of employment, the Defendant Township increased Plaintiff DeVoe's annual salary by \$2,500.00 to \$82,500.00.

51. In or about July 2020, after one (1) year of employment, the Defendant Township increased Plaintiff DeVoe's annual salary an additional \$2,500.00 to \$85,000.00.

52. Pursuant to the 2021 Salary Ordinance, effective March 15, 2021, Defendants further reduced the Construction Official salary range to \$75,000.00 to \$95,613.00, capping its female Construction Official's highest potential salary at a level nearly \$5,000.00 lower than the salary it previously paid her male predecessor.

53. In 2021, the \$86,913.00 annual salary the Defendant Township paid Plaintiff DeVoe was an increase of just \$6,913.00 over her starting salary more than three (3) years ago.

54. As Construction Official/Plumbing Subcode Official, Plaintiff DeVoe's job duties and responsibilities included, but were not limited to:

- a. those required by regulation pursuant to N.J.A.C 5:23-4.5(h), duties of construction officials, and N.J.A.C. 5:23-4.5(i), duties of subcode officials including managing all aspects of providing construction applications and assisting the public in preparing them for review by the construction official to issuing permits, ensuring proper and timely inspections, issuing certificates, and of occupancy, attending meetings and hearings as required by regulation, and issuing notices of violation of statutes and/or regulations;
- b. financial and budget management of all aspects of the Defendant Township's Code Enforcement and Zoning Office including reviewing all construction

permits prior to issuance to ensure pricing adheres to the adopted fee ordinance, conducting an annual review of the current Township adopted fee ordinance for administrative law compliance, creating a budget for the Department's projected needs including consideration of potential workload, inspections, new legislation, and projected income revenues, and reconciling annual revenues of the Code Enforcement Department, nearly \$1,000,000.00 in 2021, with the Defendant Township as well as the New Jersey Department of Community Affairs ("NJCA");

- c. personnel management of seven (7) employees in the Defendant Township's Code Enforcement and Zoning Offices as well as other departments;
- d. ensuring public safety by, among other things, performing plumbing, building, fire and mechanical inspections, and assuming inspections normally reserved to the Defendant Township Engineer, and accepting responsibility for the life, health, and property of the Township residents pursuant to the NJCA's Code Officials' Code of Ethics;
- e. public communication including interacting with public in permit application and approval process as well as assisting with affordable housing programs;
- f. facilities management including assisting in the coordination of the Defendant Township's projects, reviewing site plans, blueprints, meeting contractors for bids, and reviewing bids;
- g. serving as consultant to the Planning Board and Zoning Board of Adjustment to review and write reports on site plans; and

- h. day-to-day management of the Defendant Township's Code Enforcement and Zoning Departments, which frequently required Plaintiff DeVoe to attend hearings outside of normal business hours.

55. As Construction Official/Plumbing Subcode Official, Plaintiff DeVoe was required to hold the following professional licenses:

- a. Administrative License as a Construction Official and Subcode Official issued by the NJDCA pursuant to N.J.S.A. 52:27D-126 and N.J.A.C. 5:23-5; and
- b. Technical license in Plumbing Highrise and Hazardous Structures (HHS) in accordance with N.J.A.C. 5:23-5.3(a)(1)(i)(v)(1).

56. In connection with these licenses, Plaintiff DeVoe is required to maintain seven (7) Continuing Education Credits (CEUs) every three (3) years.

57. In addition to the required licensure, Plaintiff DeVoe also holds the technical licenses of Building Highrise and Hazardous Specialist (HHS) and Fire Industrial and Commercial Structures (ICS).

58. During her tenure as the Defendant Township's Construction Official/Plumbing Subcode Official, Plaintiff DeVoe has always met and/or exceeded her performance expectations.

59. In or about 2017, the Defendant Township paid Plaintiff DeVoe's male predecessor Construction Official/Building Subcode Official, Michael Kovonuk, an annual salary of \$97,133.00, pursuant to Salary Ordinance #02-2017.

60. In 2018, the Defendant Township increased Mr. Kovonuk's annual salary to \$99,318.00, pursuant to Salary Ordinance #12-2018.

61. Like Plaintiff DeVoe, Mr. Kovonuk was the Construction and Subcode Official, and is multi-licensed, and performed inspections for three different UCC subcodes.

62. In June 2019, the Defendant Township hired Plaintiff DeVoe, a female, to replace its male Construction Official/Subcode Official and compensated her at a base salary rate nearly \$20,000.00 less than it had compensated Mr. Kovonuk to perform the same job duties.

63. On or about September 28, 2021, Defendant Sheola and Plaintiff DeVoe interviewed a male candidate for a full-time position as Building Subcode Official for the Defendant Township reporting to Plaintiff DeVoe, Construction Official/Plumbing Subcode Official.

64. On or about October 1, 2021, Plaintiff DeVoe learned from a contractor that Defendant Sheola offered the male applicant a starting salary of \$80,000 with the promise to receive a \$4,000.00 increase in just three (3) months to \$84,000.00 in January 2022.

65. Although the male applicant declined the Defendant Township's offer of employment, had he accepted and began reporting to Plaintiff DeVoe, in just three (3) months the male applicant would have been making just \$2,913.00 less than his female supervisor who had commenced employment with the Defendant Township 2.5 years prior.

66. On or about October 4, 2021, Plaintiff DeVoe e-mailed Defendant Sheola to express her concern that he would extend a job offer to a male candidate who would report to her as the Municipal Department Head of the Construction Code Department without first consulting her about the hire.

67. Plaintiff DeVoe further voiced her concern to Defendant Sheola about the clearly discriminatory and disparate salary he offered to the male applicant, stating in pertinent part:

I would think you would let me know if my salaries and wages are being increased, as it would seem tremendously unfair to bring a subordinate to me that is making only \$3000 less than I am, while I hold more licenses and have much more responsibility.

68. On October 4, 2021, Defendant Sheola responded to Plaintiff DeVoe, in pertinent part:

Your information with respect to the starting offer to [the male applicant] is correct as the potential salary for 2022. You are presumptuous that I did not take into consideration your salary for 2021 or what your potential salary for 2022 could be. **I am well aware of the potential disparity that offering a 2022 salary of \$84,000 to a new employee when their supervisor would be a few thousand dollars higher.** A very large part of the role of the Township Administrator – and not a department head – is to review the operation of the township which includes all personnel functions. As such, it is well within my purview, after due consideration, to tender offers of employment to qualified individuals and negotiate the usual and customary benefits with them, if appropriate.

As to the 2022 salaries, nothing has been discussed or analyzed at this juncture by anyone with the exception of our conversation with CFO Michael Balogh when you informed us of your plan to adjust salaries across the board in your office based on a [sic] estimation of the potential revenue windfall for 2021 at approximately \$800,000.00.

(Emphasis added.)

69. The aforesaid October 4, 2021 e-mail sent by Plaintiff DeVoe to Defendant Sheola constitutes protected activity under the Equal Pay Act and LAD.

70. Defendants are aware that Plaintiff DeVoe engaged in protected activity under the Equal Pay Act and LAD on or about October 4, 2021.

71. In retaliation for Plaintiff DeVoe's October 4, 2021 e-mail, Defendants Township and Sheola waited six (6) weeks to repost the Building Subcode Official position, leaving Ms. DeVoe to perform the responsibilities of her own full-time role, Construction Official/Plumbing Subcode Official, and the additional full-time role of Building Inspector and Plan Reviewer,

without any additional compensation for performing the additional role.

72. Plaintiff DeVoe performed the full-time duties of both positions for nearly two (2) months, without any compensation for performing the job duties of Building Inspector and Plan Reviewer.

73. On or about October 13, 2021, the Defendant Township appointed Guiseppe Briganti as a part-time Building Inspector with a work schedule not to exceed 21 hours per week.

74. On or about November 16, 2021, the Defendant Township appointed Thomas Petto as the Acting Building Subcode Official.

75. On or about February 7, 2022, the Defendant Township appointed Mr. Petto to the position of permanent part-time Building Subcode Official at a salary of \$46,800.00 per year, not to exceed 20 hours per week.

76. Following her October 4, 2021 complaint of disparate compensation, on or about November 23, 2021, Plaintiff DeVoe made another formal complaint of discrimination in pay based upon her sex/gender and retaliation.

77. The aforesaid November 23, 2021 complaint of pay discrimination and retaliation Plaintiff DeVoe submitted to Defendants constitutes protected activity under the Equal Pay Act and LAD.

78. Defendants are aware that Plaintiff DeVoe engaged in protected activity under the Equal Pay Act and LAD on or about November 23, 2021.

79. Since Plaintiff DeVoe sent Defendant Sheola her October 4, 2021 and November 23, 2021 discrimination and retaliation complaints, Defendant Sheola has shown a consistent pattern of retaliation against Plaintiff DeVoe by, among other things, forcing her to take on

additional roles in the Construction Department without compensation.

80. For example, in or about December 2021 and January 2022, Defendant Sheola approved leave for the Fire Official without coordinating coverage of the position with Plaintiff DeVoe thereby forcing her to perform fire inspections and residential fire smoke certificate inspections, in addition to her full time Construction Official/Plumbing Subcode Official duties, without additional compensation.

81. In or about December 2021 and January 2022, Defendant Sheola also forced Plaintiff DeVoe to fill the role of Technical Assistant without additional compensation, while the Defendant Township's staff was on vacation or out sick.

82. On or about January 28, 2022, Defendant Sheola again retaliated against Plaintiff DeVoe by extending an offer of employment to an applicant for the Technical Assistant position with no experience working in a municipality. Moreover, the applicant was not a licensed or experienced Technical Assistant, pursuant to N.J.A.C. 5:23, and was required to give sixty (60) days notice to her current employer, leaving Ms. DeVoe to fulfill the duties of this position without additional compensation.

83. Although Plaintiff DeVoe participated with Defendant Sheola in interviewing four (4) applicants for the Technical Assistant position, Defendant Sheola once again excluded her in the decision to extend an offer of employment to an applicant who would ultimately report to her.

84. On or about January 28, 2022, Defendant Sheola continued to retaliate against Plaintiff DeVoe for her October 4, 2021, and November 23, 2021 complaints of discrimination and retaliation, by contacting Mr. Petto, scheduling a meeting with him directly about his

potential permanent employment with the Defendant Township, and attempting to exclude Plaintiff DeVoe from that meeting.

85. On or about March 31, 2022, Plaintiff DeVoe submitted to Defendants Township and Sheola a formal written complaint of unequal pay discrimination on the basis of sex/gender and retaliation, in violation of the Equal Pay Act and LAD.

86. The aforesaid March 31, 2022 formal written complaint of unequal pay discrimination and retaliation sent by Plaintiff DeVoe to Defendants constitutes protected activity under the Equal Pay Act and LAD.

87. Defendants are aware that Plaintiff DeVoe engaged in protected activity under the Equal Pay Act and LAD on or about March 31, 2022.

88. In another example of unlawful sex/gender discrimination and/or retaliation against Plaintiff DeVoe, on or about May 24, 2022, Plaintiff DeVoe sent Defendant Sheola an e-mail at 9:03 a.m. advising him that, effective June 28, 2022, she would be eligible for additional UCC licenses through the State of New Jersey as Fire and Building Subcode Official.

89. Plaintiff DeVoe further advised Defendant Sheola that, in order to obtain these additional UCC subcode official licenses, she would need a notarized letter signed by the Township's Human Resources Director, Clerk or Business Administrator (the "UCC Licensure Letter"), and inquired who should sign the letter once she prepared it.

90. Plaintiff DeVoe was eligible for the additional license because, effective June 28, 2022, she met the regulatory requirements set forth in N.J.A.C. 5:23-5.7(a)(4)(ii)(1), "Subcode Official Requirements."

91. N.J.A.C. 5:23-5.7(a)(4)(ii)(1), "Subcode Official Requirements," states that "[a]

candidate for a license as a building, plumbing or electrical subcode official who obtained the technical license in that subcode area under the provisions of N.J.A.C. 5:23–5.5(d)1 shall possess the following experience: (1) Three years of experience as an inspector in that specific subcode area[.]”

92. In accordance with guidance published by the State of New Jersey Licensing Unit, Division of Codes and Standards, New Jersey Department of Community Affairs, a candidate for inspection licensure may document relevant experience by providing the following UCC Licensure Letter:

[A] [n]otarized letter, on official letterhead, from the Personnel Officer, Municipal Clerk, or Business Manager, attesting to the active and continuous employment of the applicant in claimed inspector position..... The letter must include the appointment date (month-day-year) and the ending date (month-day-year) of service. It must also indicate whether the applicant worked as a full time or part time inspector, and specifically state the number of hours worked per week, if part time.

93. A few minutes later on May 24, 2022, and without any question, Defendant Sheola responded to Plaintiff DeVoe’s e-mail, “Since I am 2 out of 3, it should come from me. Send over without any letterhead.”

94. Based upon Defendant Sheola’s response, on or about June 27, 2022, Plaintiff DeVoe prepared and forwarded the UCC Licensure Letter to him.

95. On June 28, 2022, Defendant Sheola responded to Plaintiff DeVoe, “This letter is for what purpose? **I didn’t know you were doing fire inspections either.**” (Emphasis added.)

96. Defendant Sheola had firsthand knowledge that Plaintiff DeVoe conducted fire inspections on behalf of the Defendant Township, in or about December 2021 and January 2022, because Defendant Sheola approved leave for the Fire Official without coordinating coverage of

the position rendering Plaintiff DeVoe the only qualified individual employed in the Defendant Township to perform UCC fire inspections.

97. In response, Plaintiff DeVoe resent to Defendant Sheola the original May 24, 2022 e-mail thread reminding him of his agreement to provide the UCC Licensure Letter.

98. In an effort to thwart Plaintiff DeVoe from obtaining the Fire and Building Subcode Official licenses, and/or delay her in obtaining same, on or about June 29, 2022, Defendant Sheola directed that the Defendant Township issue Plaintiff DeVoe a RICE notice regarding the UCC Licensure Letter for the July 5, 2022 Township Committee meeting.

99. On July 6, 2022, the day following the meeting, Defendant Sheola sent an e-mail to Plaintiff DeVoe stating:

Prior to sending any letters, I will need a report indicating the number of inspections you have performed in each of the three categories – building, plumbing and fire – during your term of employment. Once I have that information, I will again discuss with the Township Committee.

100. In accordance with N.J.A.C. 5:23-5.7(a)(4)(ii)(1), Plaintiff DeVoe is qualified by virtue of State of New Jersey regulatory requirements and experience to obtain UCC licenses as a Fire and Building Subcode Official.

101. In order to obtain the UCC licenses as a Fire and Building Subcode Official, Plaintiff DeVoe needed only that the Defendant Township execute the UCC Licensure Letter on her behalf.

102. Defendant Sheola's unwarranted demand that Plaintiff DeVoe submit a report detailing the number of building, plumbing and fire inspections she performed throughout her three (3) years of employment with the Defendant Township (the "Inspections Report"), and simultaneously depriving her of the UCC Licensure Letter, constituted unlawful discrimination and/or retaliation against Plaintiff DeVoe.

103. On or about July 14, 2022, in further effort to obtain the UCC Licensure Letter, Plaintiff DeVoe submitted to Defendant Sheola the requested Inspections Report.

104. As of September 22, 2022, despite providing the Inspections Report to Defendant Sheola two (2) months prior, Defendants Township and Sheola have never provided Plaintiff DeVoe with the required UCC Licensure Letter thereby depriving her of the ability to obtain State of New Jersey Fire and Building Subcode Official licenses.

105. In another example of unlawful gender discrimination and/or retaliation against Plaintiff DeVoe, on or about July 5, 2022, Defendant Sheola sent Plaintiff DeVoe an e-mail chastising her for authorizing payment for two (2) car washes (\$36.59 each) for the Defendant Township's vehicles used by the Construction Code Department and instructed her that "a basic wash is all that is needed."

106. Defendant Sheola further directed Plaintiff DeVoe that if, in the future, Defendant Township vehicles were too dirty for a basic wash, she should utilize a pressure washer in the Department of Public Works.

107. Defendant Sheola's criticism of Plaintiff DeVoe for spending approximately \$73.00 for maintenance of two (2) Defendant Township vehicles constitutes unlawful gender discrimination and/or retaliation because Defendant Sheola would not direct such criticism to a male Municipal Department Head of the Defendant Township or an employee who had not engaged in protected activity by submitting complaints of discrimination and/or retaliation.

108. On or about July 8, 2022, Plaintiff DeVoe complained about the foregoing acts of sex/gender discrimination and/or retaliation by Defendant Sheola and requested that Defendant Sheola cease engaging in discriminatory and/or retaliatory conduct toward her.

109. The aforesaid July 8, 2022 complaint of continued acts of sex/gender discrimination and/or retaliation sent by Plaintiff DeVoe to Defendants constitutes protected activity under the Equal Pay Act and LAD.

110. Defendants are aware that Plaintiff DeVoe engaged in protected activity under the Equal Pay Act and LAD on or about July 8, 2022.

111. As of September 22, 2022, Defendant Sheola has never responded to Plaintiff DeVoe's July 8, 2022 complaint of continued gender discrimination and retaliation.

112. The actual work performed by Plaintiff DeVoe on behalf of the Defendant Township as Construction Official/Plumbing Subcode Official demands substantially similar skill, effort and responsibility to that of Plaintiffs Bolarakis and Parker, as well as the Defendant Township's male Executive Staff/Municipal Department Heads.

113. The level of authority delegated to Plaintiff DeVoe, and the requirement that Plaintiff DeVoe similarly direct the work of others, was substantially similar to that of Plaintiffs Bolarakis and Parker, as well as the Defendant Township's male Executive Staff/Municipal Department Heads.

114. Defendants have failed to address Plaintiff DeVoe's complaints against Defendants Township and Sheola of unequal pay on the basis of sex/gender, sex discrimination, and retaliation in violation of the Equal Pay Act and LAD.

115. As a result of Defendants' continued failure to address her complaints of sex/gender discrimination, unequal pay discrimination, and retaliation, on or about July 12, 2022, Plaintiff DeVoe submitted a letter of resignation from her employment position as Construction Official/Plumbing Subcode Official with the Defendant Township effective July 31, 2022.

116. While Plaintiff DeVoe was performing the positions of Construction Official/Subcode Official the Defendant Township compensated her at a rate of \$47.55 per hour.

117. On or about August 1, 2022, the Defendant Township replaced Plaintiff DeVoe with a male Construction Official/Subcode Official, who the Defendant Township is compensating at a rate of \$92.50 per hour, an hourly rate \$44.95 higher than it paid Plaintiff DeVoe to perform the same job duties.

C. Plaintiff Karin Parker

118. In or about April 2008, Plaintiff Karin Parker commenced employment with the Defendant Township in the position of Deputy Township Clerk.

119. In or about August 2020, the Defendant Township promoted Plaintiff Parker to the position of Township Clerk.

120. Pursuant to the 2021 Salary Ordinance, the Defendant Township includes the Township Clerk among the Township's Executive Staff.

121. At the time of her promotion, the Defendant Township paid Ms. Parker a starting annual salary of \$75,000.00.

122. In or about January 2021, the Defendant Township increased Plaintiff Parker's annual salary to \$79,000.00.

123. In or about July 2021, the Defendant Township increased Plaintiff Parker's salary to \$83,000.00.

124. As Municipal Clerk (N.J.S.A. 40A:9-133 e.), Plaintiff Parker's job duties include, but are not limited to:

- a. duties required to be performed by a Municipal Clerk according to statute,

- regulation, or municipal ordinance;
- b. serving as Secretary to the municipal corporation and custodian of Township seal and of all minutes books, deeds, contracts and archival records of the municipal corporation;
 - c. serving as Secretary to the Township governing body, including preparing meeting agendas, retaining original copies of all ordinances, resolutions and records of the minutes of every Township Committee meeting;
 - d. serving as Chief Registrar of Voters in the municipality of the Township of Readington, subject to requirements of Title 19, and responsible for elections in 16 districts including coordinating poll workers and polling locations and ensuring election security;
 - e. financial responsibility to prepare Township Clerk's budget for approval during municipal budgeting process;
 - f. personnel management including supervising two (2) employees, one of whom, the Deputy Township Clerk, Ms. Parker is training as part of long-term succession plan for Township Clerk;
 - g. ensuring public safety by reviewing and issuing multiple dwelling licenses, and special event permits for tenant and resident safety as well as, during the COVID-19 pandemic ensuring public safety by running elections and public meetings pursuant to Executive Order issued by New Jersey Governor Philip Murphy;
 - h. public communication including interacting with citizens and public officials on

a daily basis in the performance of her job duties;

- i. serving as administrative officer responsible for the acceptance of applications for licenses and permits and the issuance of licenses and permits;
- j. serving as coordinator and records manager responsible for implementing local archives and records retention programs as mandated pursuant to Title 47 “Public Records”;
- k. day-to-day management of the Township Clerk’s office; and
- l. as Township Clerk, Plaintiff Parker is required to attend all Township Committee meetings, held twice a month or as required, inclusive of Saturdays if necessary. Therefore, Ms. Parker plans her personal and time off schedule around the preparation of and attendance at Committee Meetings, which are typically held after regular business hours in the evening.

125. As Township Clerk, Plaintiff Parker is required to and holds the professional license of Registered Municipal Clerk.

126. As a Registered Municipal Clerk, Plaintiff Parker is required to maintain twenty 20 Continuing Education Credits (CEUs) every two (2) years.

127. During her tenure as the Defendant Township’s Municipal Clerk, Plaintiff Parker has always met and/or exceeded her performance expectations.

128. On or about January 24, 2022, Plaintiff Parker sent a memorandum to Defendant Sheola with the subject line “2022 Budget/Salary Adjustment” (“Pay Disparity Memo”).

129. In her Pay Disparity Memo, Plaintiff Parker advised Defendant Sheola that she “wanted to raise [her] concern that [her] current salary is not commensurate with other

department heads’ compensation within the Township.”

130. To enumerate her point, Plaintiff Parker included a chart in her Pay Disparity

Memo:

Position	Female/ Male	Min Salary	Max Salary	Current Salary (7/2021)	
Chief of Police	Male	\$ 135,000	\$ 168,446	\$ 164,748	Average Male Salary, excluding Chief of Police → \$123,726
Administrator/QPA	Male	\$ 100,000	\$ 150,000	\$ 125,000	
Director Of Public Works, Buildings, Grounds & Parks	Male	\$ 100,000	\$ 136,105	\$ 123,720	
Chief Financial Officer	Male	\$ 100,000	\$ 137,500	\$ 122,459	
Construction Official/Plumbing Sub-Code Official	Female	\$ 75,000	\$ 95,613	\$ 86,913	Average Female Salary → \$81,288
Township Clerk	Female	\$ 75,000	\$ 92,500	\$ 83,000	
Recreation Director	Female	\$ 75,000	\$ 88,456	\$ 80,406	
Housing And Social Services Director	Female	\$ 75,000	\$ 82,232	\$ 74,832	

131. Plaintiff Parker continued:

“As demonstrated above, there is a significant discrepancy among department heads, **as the average gap in salaries between males and females is over \$40,000 annually.**” Equally noteworthy, the salary of the Township Clerk should average the salary of the four certified positions within the Township. The average salary of the four certified positions is over \$98,000.

I strongly believe that my contribution justifies a raise because my salary level should reflect fair pay within the Township in addition to my current competencies and performance. The role I currently perform requires an additional 15 days per year above any other certified position. Additionally, this role has been consolidated over time; I am now responsible for what previously required 1.5 FTEs (Municipal Clerk - 20 hours per week and Deputy Clerk – 40 hours per week as the position of the Deputy Clerk was reduced to a part-time position of average 12 hours per week). This role consolidation saved the Township approximately \$78,000 since instituted in August 2020.

132. On or about March 31, 2022, Plaintiff Parker submitted to Defendants Township and Sheola a formal written complaint of unequal pay discrimination on the basis of sex/gender and retaliation, in violation of the Equal Pay Act and LAD.

133. The aforesaid actions taken by Plaintiff Parker on or about January 24, 2022 and on or about March 31, 2022, constitute protected activity under the Equal Pay Act and LAD.

134. Defendants are aware that Plaintiff Parker has engaged in protected activity under

the Equal Pay Act and LAD.

135. On or about Saturday , May 14, 2022 at 8:50 p.m., in retaliation against Plaintiff Parker’s January 24, 2022, and March 31, 2022 complaints of sex/gender discrimination and retaliation, Defendant Sheola sent Plaintiff an e-mail to her Defendant Township e-mail address with the subject line “job notice,” with the statement “Now this is sad – – >” with reference to a job posting for a full-time Municipal Clerk position in nearby Washington Township with a “salary range [of] \$57,000-\$75,000 DOQ.”

136. Plaintiff Parker did not respond to Defendant Sheola’s May 14, 2022 e-mail.

137. The actual work performed by Plaintiff Parker as the Defendant Township’s Municipal Clerk demands substantially similar skill, effort and responsibility to that of Plaintiffs DeVoe and Bolarakis, as well as the Defendant Township’s male Executive Staff/Municipal Department Heads.

138. The level of authority delegated to Plaintiff Parker, and the requirement that Plaintiff Parker similarly direct the work of others, is substantially similar to that of Plaintiffs DeVoe and Bolarakis, as well the Defendant Township’s male Executive Staff/Municipal Department Heads.

139. Defendants have failed to address Plaintiff Parker’s complaints of sex/gender discrimination and retaliation in violation of the Equal Pay Act and LAD.

D. Defendant Township of Readington Continues to Pay Disparate Salaries to Female and Male Executive Staff/Municipal Department Heads

140. Plaintiffs repeat and reallege each of the prior allegations of the within Complaint as if set forth at length herein.

141. In or about March 2022, Defendants hired a male, Thomas Ferry, to fill the

Township’s Chief Financial Officer position with an annual salary of \$125,000.00.

142. On or about June 22, 2022, following Plaintiffs Bolarakis’s, DeVoe’s and Parker’s multiple complaints of sex/gender discrimination and retaliation set forth herein, Defendant Sheola presented to the Defendant Township Committee Ordinance #20-2022, “An Ordinance Amending and Supplementing the Readington Township Salary Ordinance for Officers and Employees of the Township of Readington” (the “2022 Salary Ordinance”).

143. In the 2022 Salary Ordinance, Defendant Sheola presented a reorganized Township organization in which he divided roles into “Executive Staff” and a new category of “Department Managers” with revised salary ranges.

144. Specifically, the 2022 Salary Ordinance provides in pertinent part:

An Ordinance Amending and Supplementing the Readington Township Salary Ordinance for Officers and Employees of the Township of Readington

ORDINANCE #20-2022

	Min.	Max.
GOVERNING BODY		
MAYOR	\$1	\$11,000
TOWNSHIP COMMITTEE MEMBER	\$1	\$10,000
EXECUTIVE STAFF		
TOWNSHIP ADMINISTRATOR	\$100,000	\$175,000
TOWNSHIP CLERK	\$80,000	\$125,000
ASSISTANT TOWNSHIP ADMINISTRATOR	\$80,000	\$110,000
ASSISTANT TO THE TOWNSHIP ADMINISTRATOR	\$70,000	\$100,000
DEPUTY MUNICIPAL CLERK	\$55,000	\$95,000
DEPARTMENT MANAGERS		
CHIEF FINANCIAL OFFICER	\$110,000	\$155,000
DIRECTOR OF PUBLIC SAFETY	\$135,000	\$165,000
CHIEF OF POLICE	\$135,000	\$165,000

DIRECTOR OF PUBLIC WORKS	\$100,000	\$145,000
DIRECTOR OF LAND USE & DEVELOPMENT	\$80,000	\$125,000
DIRECTOR OF RECREATION	\$75,000	\$125,000
CONSTRUCTION CODE OFFICIAL	\$75,000	\$125,000
DIRECTOR OF HOUSING & SOCIAL SERVICES	\$70,000	\$100,000
COURT ADMINISTRATOR	\$50,000	\$85,000
LIBRARIAN	\$35,000	\$75,000

145. As a result of the adoption of the 2022 Salary Ordinance, Plaintiff Parker’s Township Clerk position remained among the Township’s Executive Staff, while Plaintiff Bolarakis’s Director of Recreation and Plaintiff DeVoe’s Construction Code Official positions were relocated to the newly created category of “Department Managers.”

146. In or about August 2022, Defendants hired a male, James Curry, to fill a position created by the 2022 Salary Ordinance, Director of Public Safety, with an annual salary of \$120,000.00.

147. On or about September 6, 2022, Defendant Sheola presented to the Defendant Township Committee Resolution #R-2022-131 (the “2022 Salary Resolution”) to effectuate salary adjustments retroactive to January 1, 2022.

148. On or about September 6, 2022, the Defendant Township Committee adopted the 2022 Salary Resolution thereby approving eight (8) percent salary increases retroactive to January 1, 2022, for certain Township employees.

149. Employees receiving the retroactive eight (8) percent increase, pursuant to the 2022 Salary Resolution, include the following:

Position	Name	Sex/Gender	Salary
Administrator/QPA	Richard Sheola	Male	\$135,000.00
Director of Public	Scott Jesseman	Male	\$133,620.00

Works, Buildings, Grounds & Parks			
Construction Official/Plumbing Subcode Official	Angela DeVoe	Female	\$93,870.00 "TO JULY 31"
Township Clerk	Karin Parker	Female	\$89,650.00
Director of Recreation	Gabrielle Bolarakis	Female	\$86,850.00

150. As a result of the 2022 Salary Resolution, effective on or about September 6, 2022, Plaintiff Bolarakis's salary increased \$6,444.00 to \$86,850.00 retroactive to January 1, 2022.

151. Plaintiff Bolarakis's salary increase is \$11,850.00 above the \$75,000.00 minimum salary and \$38,150.00 below the \$125,000.00 maximum salary as established by the 2022 Salary Ordinance for the Director of Recreation position.

152. As a result of the 2022 Salary Resolution, effective on or about September 6, 2022, Plaintiff DeVoe's salary increased \$6,957.00 to \$93,870.00 for the period January 1, 2022 through July 31, 2022.

153. Plaintiff DeVoe's salary increase is \$18,870.00 above the \$75,000.00 minimum salary and \$31,130.00 below the \$125,000.00 maximum salary as established by the 2022 Salary Ordinance for the Construction Official/Plumbing Subcode Official position.

154. As a result of the 2022 Salary Resolution, effective on or about September 6, 2022, Plaintiff Parker's salary increased \$6,650.00 to \$89,650.00 retroactive to January 1, 2022.

155. Plaintiff Parker's salary increase is \$9,650.00 above the \$80,000.00 minimum salary and \$35,350.00 below the \$125,000.00 maximum salary as established by the 2022 Salary

Ordinance for the Township Clerk position.

156. The salaries of Plaintiffs and male Executive Staff/Municipal Department Heads/Department Managers are or have been as follows:

Director of Recreation Ms. Bolarakis	Construction/Subcode Official Ms. DeVoe	Township Clerk Ms. Parker
2016 \$72,117.00		
2017 \$73,559.00		
2018 \$75,214.00		
2019 \$76,906.00.	2019 \$80,000.00	
2020 \$78,637.00	2020 \$83,750.00*	2020 \$75,000.00
2021 \$80,406.00	2021 \$86,913.00	2021 \$81,000.00*
2022 \$86,850.00	2022 \$93,870.00	2022 \$89,650.00
CFO Mr. Carro/ Mr. Ferry	DPW Director Mr. Jesseman	Township Administrator Mr. Sheola
2020 \$119,764.00	2020 \$120,997.00	2020 \$85.00 per hour
2021 \$122,459.00	2021 \$123,720.00	2021 \$125,000.00
2022 \$125,000.00	2022 \$133,620.00	2022 \$135,000.00

* Average Annual Salary

157. The actual work performed by Plaintiffs Bolarakis, DeVoe, and Parker, and the Defendants Township’s male Executive Staff/Department Managers, who are all Municipal Department Heads, requires substantially similar skill, effort, and ability regardless of sex/gender.

158. Despite these facts, Plaintiffs Bolarakis, DeVoe, and Parker have been and

continue to be paid substantially lower wages than Defendants have paid to their male peers/comparators, the Administrator/QPA, the Chief Financial Officer, the Chief of Police and/or Director of Public Safety, and the DPW Director, the male Municipal Department Heads responsible for other departments in the Defendant Township.

159. Defendants only compensate male Executive Staff/Municipal Department Heads/Department Managers with six-figure salaries above \$100,000.00.

160. Defendants compensate female Executive Staff/Municipal Department Heads/Department Managers, Plaintiffs Bolarakis, DeVoe, and Parker, similarly to one another and, until the 2022 Salary Resolution effective September 6, 2022, less than \$90,000.00, at which time only Plaintiff DeVoe was compensated more than \$90,000.00 for the period January 1, 2022, through July 31, 2022.

E. Defendant Township of Readington Continues to Pay Disparate Salaries to Defendant Township's Male Employees Who Are Not Executive Staff, Municipal Department Heads and/or Department Managers

161. In or about July 2021, Defendant Sheola recommended that the Defendant Township replace the position of Road Superintendent, previously held by a male employee at a salary of \$113,292, with two (2) Road Supervisor positions at an annual salary of \$100,000.00 each.

162. On or about September 7, 2021, the Defendant Township adopted Ordinance #30-2021 establishing the Road Supervisor positions with a salary range of \$80,000.00 to \$115,000.00, as employees of the Defendant Township's Supervisory Staff.

163. On or about September 7, 2021, the Defendant Township Committee approved Resolutions #R-2021-113 and #R-2021-114, creating two (2) new non-union Road Supervisor

positions.

164. The Defendant Township established the Road Supervisor positions as members of the Township's Supervisory and Support Personnel, below that of the Township's Executive Staff/Municipal Department Heads.

165. The two (2) Road Supervisor positions report to the Director of Public Works, a member of the Townships Executive Staff and a Municipal Department Head.

166. The Defendant Township established an annual salary of \$100,00.00 for each Road Supervisor.

167. On or about September 8, 2021, the Defendant Township hired two (2) males to fill the Road Supervisor positions who commenced employment on that date.

168. The Defendant Township has paid each male employee in the newly created Road Supervisor positions an annual salary that is, at a minimum, \$15,000.00 higher than the salaries of Plaintiffs' Bolarakis, DeVoe and Parker, all of whom are/were members of the Township's Executive Staff and Municipal Department Heads, positions more senior to and requiring substantially more skill, effort and responsibility than that of Road Supervisor.

169. As a result, Defendant Sheola increased the salaries of Executive Staff (Director of Public Works) and Supervisory Personnel (Road Supervisors) in the Department of Public Works to \$323,720 from \$237,012 for three (3) full time employees.

170. On or about May 16, 2022, the Defendant Township adopted Resolution #R-2022-79 which, after just eight (8) months of employment, resulted in the promotion of one (1) of the male Road Supervisors to a newly created position, Assistant DPW Director.

171. As a result of the adoption of the 2022 Salary Resolution, on or about September

6, 2022, Defendants gave the Assistant DPW Director an \$8,000.00 salary increase to \$108,000.00, retroactive to January 1, 2022.

172. The 2022 Salary Ordinance identified the position Road Supervisor as Supervisory Staff, not Department Managers, with an increased salary range of \$90,000.00 to \$115,000.00.

173. The 2022 Salary Ordinance established a higher salary range for the Supervisory Staff Road Supervisors than for Plaintiff Parker, an employee of the Defendant Township's Executive Staff as Township Clerk, and Plaintiffs Bolarakis and DeVoe, whose positions are identified as Department Managers in the Defendant Township's with the adoption of the June 22, 2022 Salary Ordinance.

174. As a result, the pay disparity between male Road Supervisors will soon be even greater than Executive Staff/Municipal Department Heads/Department Managers Plaintiffs Bolarakis, DeVoe and Parker.

175. Defendant Township acts through its upper-level managers for whom the Defendant Township has *respondeat superior* liability.

176. Despite Plaintiffs' multiple internal complaints to the Defendant Township and Defendant Sheola about persistent unequal pay discrimination they have been and continue to suffer during their employment, the Defendants have done nothing to properly or promptly investigate their internal complaints or remedy a longstanding pattern of paying female members of the Defendant Township's Executive Staff/Municipal Department Heads rates of compensation that are less than the rates of compensation paid to male Executive Staff/Municipal Department Heads performing substantially similar work.

177. As a direct and proximate result of the conduct of Defendant Readington

Township’ and Defendant Sheola, Plaintiffs Bolarakis, DeVoe, and Parker have suffered and continue to suffer loss of earnings and other employment benefits, pension losses, mental, and emotional distress, stress, humiliation, pain, damage to reputation, and harm to their career development.

COUNT ONE

**NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A. 10:5-1, et seq.
PAY DISCRIMINATION ON THE BASIS OF SEX/GENDER
IN VIOLATION OF THE DIANE B. ALLEN EQUAL PAY ACT**

178. Plaintiffs repeat and reallege each of the prior allegations of the within Complaint as if set forth at length herein.

179. The LAD prohibits discrimination in employment and in pay disparity based on employees’ inclusion in a protected class.

180. Specifically, Diane B. Allen Equal Pay Act, N.J.S.A. 10:5-12(t) (“the Equal Pay Act”) states, in pertinent part:

It shall be an unlawful employment practice, or, as the case may be, an unlawful discrimination:

For an employer to pay any of its employees who is a member of a protected class at a rate of compensation, including benefits, which is less than the rate paid by the employer to employees who are not members of the protected class for substantially similar work, when viewed as a composite of skill, effort and responsibility.

181. Based upon their sex/gender, Plaintiffs Bolarakis, DeVoe, and Parker are members of a protected class within the meaning of the Equal Pay Act.

182. As Director of Recreation, Plaintiff Bolarakis performs duties and responsibilities of a member of the Defendant Township’s Executive Staff and/or a Municipal Department Head

or Manager.

183. As Director of Recreation, Plaintiff Bolarakis's work is substantially similar when viewed as a composite of skill, effort and responsibility to the work of other of the Defendant Township's male Executive Staff and/or Municipal Department Heads or Managers who have been or are employed by Defendant Township of Readington.

184. As Township Clerk, Plaintiff Parker performs duties and responsibilities of a member of the Defendant Township's Executive Staff and/or a Municipal Department Head or Manager.

185. As Township Clerk, Plaintiff Parker's work is substantially similar when viewed as a composite of skill, effort and responsibility to the work of other of the Defendant Township's male Executive Staff and/or Municipal Department Heads or Managers who have been or are employed by Defendant Township of Readington.

186. As former Construction Official/Plumbing Subcode Official, Plaintiff DeVoe performed duties and responsibilities of a member of the Defendant Township's Executive Staff and/or a Municipal Department Head or Manager.

187. As former Construction Official/Plumbing Subcode Official, Plaintiff DeVoe's work is substantially similar when viewed as a composite of skill, effort and responsibility to the work of other of the Defendant Township's male Executive Staff and/or Municipal Department Heads or Managers who have been or are employed by Defendant Township of Readington.

188. Despite the substantial similarity of their work to that of their similarly situated male counterparts/peers, Plaintiffs Bolarakis, DeVoe, and Parker have been and continue to be paid rates of compensation that are substantially less than the rates of compensation paid to

Defendant Township of Readington's male Executive Staff and/or Municipal Department Heads or Managers.

189. Plaintiff Bolarakis's, DeVoe's, and Parker's sex/gender is a motivating factor in Defendants' decision to pay them lower wages than their similarly situated male peers.

190. In this case, Defendants Township of Readington and Sheola have discriminated against Plaintiffs Bolarakis, DeVoe, Parker by paying them rates of compensation that are lower than the rates of compensation paid to their similarly situated male peers for performing substantially similar work.

191. By doing so, as described above, Defendants Township and Sheola have engaged in discriminatory pay disparity based upon Plaintiffs' sex in violation of the LAD.

192. As a direct and proximate result of Defendants' conduct, Plaintiffs Bolarakis, DeVoe, and Parker have suffered and continue to suffer loss of earnings and other employment benefits, pension losses, mental, and emotional distress, stress, humiliation, pain, damage to reputation, and harm to their career development.

193. Defendants' acts or omissions were the cause of Plaintiffs' harm and Defendants acts or omissions were motivated by actual malice or accompanied by a wanton and willful disregard of persons who foreseeably might be harmed by those acts or omissions.

194. The conduct involved Defendant Township of Readington's upper management and was egregious, willful, wanton, and in reckless disregard for Plaintiffs' rights for which punitive damages are appropriate.

WHEREFORE, Plaintiffs Bolarakis, DeVoe, and Parker demand judgment against Defendants Township of Readington and Sheola for harm suffered due to the aforesaid violation of the Equal Pay Act as follows:

- A. Compensatory damages for loss of front pay and benefits;
- B. Compensatory damages for loss of back pay and benefits;
- C. Treble damages pursuant to N.J.S.A. 10:5-13(d);
- D. Compensatory damages for pain, suffering, stress, humiliation, mental anguish, and emotional harm;
- E. Reimbursement of medical expenses;
- F. Punitive damages;
- G. Prejudgment interest and enhancements to off-set negative tax consequences;
- H. Injunctive relief requiring remediation of Defendant Township of Readington's discrimination;
- I. Any and all attorneys' fees, expenses and/or costs, including, but not limited to, court costs, expert fees and all attorneys' fees incurred by Plaintiffs in the prosecution of this suit (including enhancements thereof required to offset negative tax consequences and/or enhancements otherwise permitted by law);
- J. Declaration that Defendant Township of Readington has violated the LAD and requiring Defendant Township of Readington to take appropriate corrective action to end discrimination in the workplace; and
- K. Such other relief as may be available pursuant to the LAD and which the Court deems just and equitable.

COUNT TWO

NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A. 10:5-1, et seq
RETALIATION IN VIOLATION OF THE DIANE B. ALLEN EQUAL PAY ACT

195. Plaintiffs repeat and reallege each and every prior allegation of the within Complaint as if set forth herein.

196. The Equal Pay Act further prohibits:

any employer to take reprisals against any employee for requesting from, discussing with, or disclosing to, any other employee...a lawyer from whom the employee seeks legal advice, or any government agency information regarding the job title, occupational category, and rate of compensation, including benefits, of the employee or any other employee or former employee of the employer....

197. As set forth above, on or about October 4, 2021, Plaintiff DeVoe submitted to Defendant Sheola via e-mail a complaint of unequal pay discrimination on the basis of sex/gender.

198. As set forth above, on or about November 12, 2021, Plaintiff Bolarakis submitted a request for a revision to her job title to more accurately reflect her job duties and an increase in her salary to decrease the pay disparity between herself and her male counterparts/peers, male Executive Staff/Municipal Department Heads or Managers.

199. As set forth above, on or about November 23, 2021, Plaintiff DeVoe made another formal complaint of unequal pay discrimination based upon her sex/gender and retaliation.

200. As set forth above, on or about January 24, 2022, Plaintiff Parker submitted to Defendant Sheola a memorandum setting forth her complaint of pay discrimination on the basis of sex/gender and requested that the pay disparity between her rate of compensation and the rates of compensation the Defendant Township pays to her male counterparts/peers, male Executive Staff/Municipal Department Heads or Managers, be addressed by Defendants.

201. On or about March 31, 2022, Plaintiffs Bolarakis, DeVoe, and Parker submitted to Defendants Township and Sheola a formal written complaint of unequal pay discrimination on the basis of sex/gender and retaliation, in violation of the Equal Pay Act and LAD.

202. As described above, on or about July 8, 2022, Plaintiff DeVoe complained about the foregoing acts of sex/gender discrimination and/or retaliation by Defendant Sheola and requested that Defendant Sheola cease engaging in discriminatory and/or retaliatory conduct toward her including, but not limited to providing her with the requested UCC Licensure Letter.

203. Plaintiffs' October 4, 2021, November 12, 2021, November 23, 2021, January 24, 2022, March 31, 2022, and July 8, 2022 complaints of sex/gender discrimination, pay discrimination, and/or retaliation seeking compensation and benefits equal to similarly situated male employees constitutes protected activity under the Equal Pay Act.

204. In retaliation for Plaintiff DeVoe's October 4, 2021 complaint of sex/gender discrimination on the basis of pay, Defendants retaliated against Plaintiff DeVoe by, at a minimum, waiting many weeks to repost the Building Subcode Official position, leaving Ms. DeVoe to perform the responsibilities of her own full-time role, Construction Official/Plumbing Subcode Official, and the additional full-time role of Building Inspector and Plan Reviewer, without any additional compensation for performing the additional role.

205. In retaliation for Plaintiff DeVoe's November 23, 2021 complaint of sex/gender discrimination in pay and retaliation, Defendants again retaliated against Plaintiff DeVoe by, at a minimum, in or about December 2021 and January 2022, forcing her to perform the job duties of other employment positions within the Defendant Township without compensating Plaintiff DeVoe for performing the work.

206. In retaliation for Plaintiff Parker's January 24, 2022 and March 31, 2022 complaints of sex/gender discrimination in pay, Defendants retaliated against Plaintiff Parker by, at a minimum, Defendant Sheola sending Plaintiff Parker an e-mail on Saturday, May 14, 2022, at 8:50 p.m., stating "Now this is sad -- >" in reference to a full-time municipal clerk salary in a nearby municipality that was less than Plaintiff Parker's salary as Township Clerk with the Defendant Township.

207. In retaliation for Plaintiff's DeVoe's July 8, 2022 complaint of sex/gender discrimination in pay and retaliation by Defendant Sheola, Defendants further retaliated against Plaintiff DeVoe by, at a minimum, failing to take prompt, effective remedial action to address Defendant Sheola's discriminatory and/or retaliatory conduct, prevent future discriminatory and/or retaliatory conduct by Defendant Sheola, and provide Plaintiff with the requested UCC Licensure Letter.

208. In retaliation for Plaintiffs Bolarakis, DeVoe, and Parker engaging in the foregoing protected activity under the Equal Pay Act between November 12, 2021, and July 8, 2022, Defendants Township of Readington and Sheola refused, at a minimum, to investigate Plaintiffs' complaints and increase Plaintiffs' rates of compensation thereby denying them equal pay for substantially similar work to their male counterparts/peers, male Executive Staff/Municipal Department Heads or Managers.

209. Defendants' conduct and/or treatment of Plaintiffs Bolarakis, DeVoe, and Parker is in retaliation for opposition, objections and complaints made by Plaintiffs to Defendants respecting their practices or acts forbidden under the Equal Pay Act and/or Plaintiffs' exercise, attempted exercise and/or enjoyment of rights provided to them under the Equal Pay Act.

210. The retaliatory actions taken by Defendants Township of Readington and Sheola against Plaintiffs Bolarakis, DeVoe, and Parker are in violation of the Equal Pay Act.

211. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and continue to suffer loss of earnings and other employment benefits, pension losses, mental, and emotional distress, stress, humiliation, pain, damage to reputation, and harm to their career development.

212. Defendants' acts or omissions were the cause of Plaintiffs' harm and Defendants' acts or omissions were actuated by actual malice or accompanied by a wanton and willful disregard of persons who foreseeably might be harmed by those acts or omissions.

213. The conduct involved Defendant Township of Readington's upper management and was egregious, willful, wanton, and in reckless disregard for Plaintiffs' rights for which punitive damages are appropriate.

WHEREFORE, Plaintiffs Bolarakis, DeVoe, and Parker demand judgment against Defendants Township of Readington and Sheola for harm suffered due to the aforesaid violation of the Equal Pay Act as follows:

- A. Compensatory damages for loss of front pay and benefits;
- B. Compensatory damages for loss of back pay and benefits;
- C. Treble damages pursuant to N.J.S.A. 10:5-13(d);
- D. Compensatory damages for pain, suffering, stress, humiliation, mental anguish, and emotional harm;
- E. Reimbursement of medical expenses;
- F. Punitive damages;

- G. Prejudgment interest and enhancements to off-set negative tax consequences;
- H. Injunctive relief requiring remediation of Defendant Township of Readington's discrimination;
- I. Any and all attorneys' fees, expenses and/or costs, including, but not limited to, court costs, expert fees and all attorneys' fees incurred by Plaintiffs in the prosecution of this suit (including enhancements thereof required to offset negative tax consequences and/or enhancements otherwise permitted by law);
- J. Declaration that Defendant Township of Readington has violated the LAD and requiring Defendant Township of Readington to take appropriate corrective action to end discrimination in the workplace; and
- K. Such other relief as may be available pursuant to the LAD and which the Court deems just and equitable.

COUNT THREE

**NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A. 10:5-1 et seq.
SEX/GENDER DISCRIMINATION IN VIOLATION OF THE LAD**

214. Plaintiffs repeat and reallege each of the prior allegations of the within Complaint as if set forth at length herein.

215. Plaintiffs are in a protected class, as defined by the LAD, N.J.S.A. 10:5-12(a), based upon their sex/gender.

216. Defendants Township of Readington and Sheola took adverse employment actions against Plaintiffs Bolarakis, DeVoe and Parker that would not have occurred but for their sex/gender, including but not limited to paying them rates of compensation that are less than the rates of compensation paid to their similarly situated male counterparts/peers for performing

substantially similar work and forcing Plaintiff DeVoe to perform the job duties of additional positions without compensation.

217. Defendant Sheola participated in, condoned, ratified, perpetuated, conspired, incited, coerced, induced and/or aided and abetted the LAD violations.

218. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and continue to suffer loss of earnings and other employment benefits, pension losses, mental, and emotional distress, stress, humiliation, pain, damage to reputation, and harm to their career development.

219. Defendants' acts or omissions were the cause of Plaintiffs' harm and Defendants' acts or omissions were actuated by actual malice or accompanied by a wanton and willful disregard of persons who foreseeably might be harmed by those acts or omissions.

220. The conduct involved Defendant Township of Readington's upper management and was egregious, willful, wanton, and in reckless disregard for Plaintiffs' rights for which punitive damages are appropriate.

WHEREFORE, Plaintiffs Bolarakis, DeVoe, and Parker demand judgment against Defendants Township of Readington and Sheola for harm suffered due to the aforesaid violation of the LAD as follows:

- A. Compensatory damages for loss of front pay and benefits;
- B. Compensatory damages for loss of back pay and benefits;
- C. Compensatory damages for pain, suffering, stress, humiliation, mental anguish, and emotional harm;
- D. Reimbursement of medical expenses;

- E. Punitive damages;
- F. Prejudgment interest and enhancements to off-set negative tax consequences;
- G. Injunctive relief requiring remediation of Defendant Township of Readington's discrimination;
- H. Any and all attorneys' fees, expenses and/or costs, including, but not limited to, court costs, expert fees and all attorneys' fees incurred by Plaintiffs in the prosecution of this suit (including enhancements thereof required to offset negative tax consequences and/or enhancements otherwise permitted by law);
- I. Declaration that Defendant Township of Readington has violated the LAD and requiring Defendant Township of Readington to take appropriate corrective action to end discrimination in the workplace; and
- J. Such other relief as may be available pursuant to the LAD and which the Court deems just and equitable.

COUNT FOUR

**NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A. 10:5-1 et seq.
RETALIATION IN VIOLATION OF THE LAD**

221. Plaintiffs repeat and reallege all of the prior allegations as set forth above as if set forth at length herein.

222. Plaintiffs are in a protected class, as defined by the LAD, N.J.S.A. 10:5-12(a), based upon their sex/gender.

223. Plaintiffs exercised their right, under the LAD, to oppose, object to and complain to Defendants about Defendants' practices or acts forbidden under the LAD, which was directed at Plaintiffs because of their sex/gender, and/or Plaintiffs' exercise, attempted exercise and/or

enjoyment of rights provided to them under the LAD.

224. Defendants' conduct and/or treatment of Plaintiffs Bolarakis, DeVoe and Parker since Plaintiff DeVoe first complained of discrimination on or about October 4, 2021, is in retaliation for Plaintiffs' exercise, attempted exercise and/or enjoyment of rights provided to them under the LAD, including their right to work in a discrimination-free work environment in Defendant Readington Township.

225. The retaliatory actions taken by Defendants against Plaintiffs Bolarakis, DeVoe and Parker are in violation of the LAD.

226. Defendants' acts or omissions were the cause of Plaintiffs' harm and Defendants' acts or omissions were actuated by actual malice or accompanied by a wanton and willful disregard of persons who foreseeably might be harmed by those acts or omissions.

227. The conduct involved Defendant Township of Readington's upper management and was egregious, willful, wanton, and in reckless disregard for Plaintiffs' rights for which punitive damages are appropriate.

WHEREFORE, Plaintiffs Bolarakis, DeVoe, and Parker demand judgment against Defendants Township of Readington and Sheola for harm suffered due to the aforesaid violation of the LAD as follows:

- A. Compensatory damages for loss of front pay and benefits;
- B. Compensatory damages for loss of back bay and benefits;
- C. Compensatory damages for pain, suffering, stress, humiliation, mental anguish, and emotional harm;
- D. Reimbursement of medical expenses;

- E. Punitive damages;
- F. Prejudgment interest and enhancements to off-set negative tax consequences;
- G. Injunctive relief requiring remediation of Defendant Township of Readington's discrimination;
- H. Any and all attorneys' fees, expenses and/or costs, including, but not limited to, court costs, expert fees and all attorneys' fees incurred by Plaintiffs in the prosecution of this suit (including enhancements thereof required to offset negative tax consequences and/or enhancements otherwise permitted by law);
- I. Declaration that Defendant Township of Readington has violated the LAD and requiring Defendant Township of Readington to take appropriate corrective action to end discrimination in the workplace; and
- K. Such other relief as may be available pursuant to the LAD and which the Court deems just and equitable.

COUNT FIVE

NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A. 10:5-1 et seq.
AIDING AND ABETTING BY DEFENDANT RICHARD J. SHEOLA IN VIOLATION OF THE LAD

228. Plaintiffs repeat and reallege all of the prior allegations as set forth above as if set forth at length herein.

229. By and through his actions, Defendant Richard J. Sheola has negligently, recklessly or intentionally aided and abetted Defendant Township of Readington in discriminating, harassing and retaliating against Plaintiffs in violation of the LAD.

230. Defendants' acts or omissions were the cause of Plaintiffs' harm and Defendants' acts or omissions were actuated by actual malice or accompanied by a wanton and willful

disregard of persons who foreseeably might be harmed by those acts or omissions.

231. The conduct involved Defendant Sheola, the Defendant Township's Administrator and a member of the Defendant Township's upper management, and was egregious, willful, wanton, and in reckless disregard for Plaintiffs' rights for which punitive damages are appropriate.

232. As a direct and proximate result of Defendants' conduct, Plaintiffs have suffered and continue to suffer loss of earnings and other employment benefits, pension losses, mental, and emotional distress, stress, humiliation, pain, damage to reputation, and harm to their career development.

WHEREFORE, Plaintiffs Bolarakis, DeVoe, and Parker demand judgment against Defendants Township of Readington and Sheola for harm suffered due to the aforesaid violation of the LAD as follows:

- A. Compensatory damages for loss of front pay and benefits;
- B. Compensatory damages for loss of back pay and benefits;
- D. Compensatory damages for pain, suffering, stress, humiliation, mental anguish, and emotional harm;
- E. Reimbursement of medical expenses;
- F. Punitive damages;
- G. Prejudgment interest and enhancements to off-set negative tax consequences;
- H. Injunctive relief requiring remediation of Defendant Township of Readington's discrimination;

- I. Any and all attorneys' fees, expenses and/or costs, including, but not limited to, court costs, expert fees and all attorneys' fees incurred by Plaintiff in the prosecution of this suit (including enhancements thereof required to offset negative tax consequences and/or enhancements otherwise permitted by law;
- J. Declaration that Defendant Township of Readington has violated the LAD and requiring Defendant Township of Readington to take appropriate corrective action to end discrimination in the workplace; and
- K. Such other relief as may be available pursuant to the LAD and which the Court deems just and equitable.

SMITH EIBELER, LLC

By: /s/ Kathryn K. McClure

KATHRYN K. McCLURE

Attorneys for Plaintiffs Gabrielle Bolarakis,
Angela DeVoe, and Karin Parker

Dated: September 22, 2022

JURY DEMAND

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

SMITH EIBELER, LLC

By: /s/ Kathryn K. McClure

KATHRYN K. McCLURE

Attorneys for Plaintiffs Gabrielle Bolarakis,
Angela DeVoe, and Karin Parker

Dated: September 22, 2022

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Kathryn K. McClure, Esq. is hereby designated as trial counsel in this matter.

SMITH EIBELER, LLC

By: /s/ Kathryn K. McClure
KATHRYN K. McCLURE
Attorneys for Plaintiffs Gabrielle Bolarakis,
Angela DeVoe, and Karin Parker

Dated: September 22, 2022

CERTIFICATION

Pursuant to Rule 4:5-1, it is hereby stated to the best of my knowledge and belief that the matter in controversy is not the subject of any other action pending or contemplated in any other court or of a pending arbitration proceeding. Further, Plaintiff is unaware of any non-party who should be joined in the action pursuant to Rule 4:28 or who is subject to joinder pursuant to Rule 4:29-1(b) because of potential liability to any party on the basis of the same transactional facts. I further certify that confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

SMITH EIBELER, LLC

By: /s/ Kathryn K. McClure
KATHRYN K. McCLURE
Attorneys for Plaintiffs Gabrielle Bolarakis,
Angela DeVoe, and Karin Parker

Dated: September 22, 2022

Civil Case Information Statement

Case Details: HUNTERDON | Civil Part Docket# L-000391-22

Case Caption: BOLARAKIS GABRIELLE VS TOWNSHIP OF READINGT ON

Case Initiation Date: 09/22/2022

Attorney Name: KATHRYN KRISTINE MC CLURE

Firm Name: SMITH EIBELER LLC

Address: 101 CRAWFORDS CORNER RD STE 1-126 HOLMDEL NJ 07733

Phone: 7324441300

Name of Party: PLAINTIFF : Bolarakis, Gabrielle

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: Gabrielle Bolarakis? NO

Are sexual abuse claims alleged by: Angela DeVoe? NO

Are sexual abuse claims alleged by: Karin Parker? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Employer/Employee

Does the statute governing this case provide for payment of fees by the losing party? YES

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO Title 59? NO Consumer Fraud? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

09/22/2022
Dated

/s/ KATHRYN KRISTINE MC CLURE
Signed

Exhibit B

Thomas A. Keenan, Esq. – ID#028211982

Keenan & Doris LLC

71 Union Avenue, Suite 105

Rutherford, New Jersey 07070

(201) 355-8110

Attorneys for Defendants Township of Readington and Richard J. Sheola

File No. 1005-89

<p>GABRIELLE BOLARAKIS, ANGLA DEVOE, and KARIN PARKER,</p> <p style="text-align: right;"><i>Plaintiff(s)</i></p> <p style="text-align: center;">vs.</p> <p>TOWNSHIP OF READINGTON, RICHARD J. SHEOLA, individually and in his official capacity, and JOHN and JANE DOES (1-10) (fictitious names of unknown persons),</p> <p style="text-align: right;"><i>Defendant(s).</i></p>

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUNTERDON COUNTY

DOCKET NO. HNT-L-391-22

CIVIL ACTION

**ANSWER TO COMPLAINT,
SEPARATE DEFENSES, REQUEST FOR
DAMAGES, DESIGNATION OF TRIAL
COUNSEL, JURY DEMAND AND
CERTIFICATION**

Defendants, Township of Readington, a body politic and corporate organized and existing under the laws of the State of New Jersey and a public entity pursuant to N.J.S.A. 59:1-1 et seq., and Richard J. Sheola, an employee of the Township of Readington, acting at all times within the scope and course of his employment with the Township of Readington and a public employee pursuant to N.J.S.A. 59:1-1 et. seq. (hereinafter collectively, “Readington Defendants”), by way of Answer to the Complaint herein, by their attorneys Keenan & Doris, LLC, say:

NATURE OF THIS ACTION

1. The allegations contained in Paragraph 1 recite conclusions of law and accordingly, The Readington Defendants leave Plaintiffs to their proofs in all respects.

PARTIES

2. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 2 of the Complaint and leave Plaintiff Bolarakis to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the

Readington Defendants, such allegations are denied.

3. The allegations contained in Paragraph 3 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiff Bolarakis to her proofs in all respects.

4. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 4 of the Complaint and leave Plaintiff DeVoe to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

5. The allegations contained in Paragraph 5 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiff DeVoe to her proofs in all respects.

6. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 6 of the Complaint and leave Plaintiff Parker to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

7. The allegations contained in Paragraph 7 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiff Parker to her proofs in all respects.

8. The Readington Defendants admit the allegations contained in Paragraph 8 of the Complaint.

9. The allegations contained in Paragraph 9 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiffs to their proofs in all respects.

10. The Readington Defendants admit the allegations contained in Paragraph 10 of the Complaint.

11. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 11 of the Complaint and leave Plaintiffs to their proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the

Readington Defendants, such allegations are denied.

VENUE

12. The allegations contained in Paragraph 12 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiffs to their proofs in all respects.

FACTS COMMON TO ALL COUNTS

13. The Readington Defendant's repeat and reiterate each and every response to the allegations of Paragraphs 1 through 12 of the Complaint as if set forth at length herein.

14. The allegations contained in Paragraph 14 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiffs to their proofs in all respects.

15. The allegations contained in Paragraph 15 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiffs to their proofs in all respects.

16. The allegations contained in Paragraph 16 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiffs to their proofs in all respects.

17. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 17 of the Complaint and leave Plaintiffs to their proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

18. The Readington Defendants admit the allegations contained in Paragraph 18 of the Complaint.

19. The Readington Defendants admit the allegations contained in Paragraph 19 of the Complaint.

20. The Readington Defendants admit the allegations contained in Paragraph 20 of the Complaint.

21. The Readington Defendants admit the allegations contained in Paragraph 21 of the

Complaint.

22. The Readington Defendants admit the allegations contained in Paragraph 22 of the

Complaint.

23. The Readington Defendants admit the allegations contained in Paragraph 23 of the

Complaint.

24. The Readington Defendants admit the allegations contained in Paragraph 24 of the

Complaint.

25. The Readington Defendants admit the allegations contained in Paragraph 25 of the

Complaint.

26. The Readington Defendants admit the allegations contained in Paragraph 26 of the

Complaint.

27. The Readington Defendants admit the allegations contained in Paragraph 27 of the

Complaint.

28. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 28 of the Complaint and leave Plaintiffs to their proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

A. Plaintiff Gabrielle Bolarakis

29. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 29 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

30. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 30 of the Complaint and leave Plaintiff to her proofs in all

respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

31. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 31 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

32. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 32 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

33. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 33 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

34. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 34 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

35. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 35 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

36. The Readington Defendants admit the allegations contained in Paragraph 36 of the Complaint.

37. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in sections a and b of Paragraph 37 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied. The Readington Defendants admit the remaining allegations contained in sections c to f of Paragraph 37 of the Complaint.

38. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 38 of the Complaint and leave Plaintiffs to their proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

39. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 39 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

40. The Readington Defendants admit the allegations contained in Paragraph 40 of the Complaint.

41. The Readington Defendants deny the allegations contained in Paragraph 41 of the Complaint.

42. The Readington Defendants deny receiving any complaint from Plaintiff Bolarkis but admit that the Township's legal counsel received correspondence from Plaintiff Bolarkis' legal counsel which correspondence speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

43. The allegations contained in Paragraph 43 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiff to her proofs in all respects.

44. The Readington Defendants deny the allegations contained in Paragraph 44 of the

Complaint.

45. The Readington Defendants deny the allegations contained in Paragraph 45 of the Complaint.

46. The Readington Defendants deny the allegations contained in Paragraph 46 of the Complaint.

47. The Readington Defendants deny the allegations contained in Paragraph 47 of the Complaint.

B. Plaintiff Angela DeVoe

48. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 48 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

49. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 49 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

50. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 50 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

51. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 51 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

52. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 52 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

53. The Readington Defendants deny the allegations contained in Paragraph 53 of the Complaint.

54. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in sections a, b, c, and d of Paragraph 54 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied. The Readington Defendants admit the remaining allegations contained in sections e, f, g, and h of Paragraph 54 of the Complaint.

55. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 55 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

56. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 56 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

57. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 57 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

58. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 58 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

59. The allegations contained in Paragraph 59 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

60. The allegations contained in Paragraph 60 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

61. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 61 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

62. The allegations contained in Paragraph 62 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

63. The Readington Defendants admit the allegations contained in Paragraph 63 of the Complaint.

64. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 64 of the Complaint and leave Plaintiff to her proofs in all

respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

65. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 65 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

66. The allegations contained in Paragraph 66 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

67. The allegations contained in Paragraph 67 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

68. The allegations contained in Paragraph 68 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

69. The allegations contained in Paragraph 69 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiff to her proofs in all respects.

70. The Readington Defendants deny the allegations contained in Paragraph 70 of the Complaint.

71. The Readington Defendants deny the allegations contained in Paragraph 71 of the Complaint.

72. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 72 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants the allegations are denied.

73. The allegations contained in Paragraph 73 are not are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response

thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

74. The allegations contained in Paragraph 74 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

75. The allegations contained in Paragraph 75 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

76. The Readington Defendants deny receiving any complaint from Plaintiff DeVoe but admit that the Township's legal counsel received correspondence from Plaintiff DeVoe's legal counsel which correspondence speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

77. The allegations contained in Paragraph 77 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiff to her proofs in all respects.

78. The Readington Defendants deny the allegations contained in Paragraph 78 of the Complaint.

79. The Readington Defendants deny the allegations contained in Paragraph 79 of the Complaint.

80. The Readington Defendants deny the allegations contained in Paragraph 80 of the Complaint.

81. The Readington Defendants deny the allegations contained in Paragraph 81 of the Complaint.

82. The Readington Defendants deny the allegations contained in Paragraph 82 of the Complaint.

83. The Readington Defendants deny the allegations contained in Paragraph 83 of the Complaint.

84. The Readington Defendants deny the allegations contained in Paragraph 84 of the Complaint.

85. The Readington Defendants deny receiving any complaint from Plaintiff DeVoe but admit that the Township's legal counsel received correspondence from Plaintiff DeVoe's legal counsel which correspondence speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

86. The allegations contained in Paragraph 86 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

87. The Readington Defendants deny the allegations contained in Paragraph 87 of the Complaint.

88. The Readington Defendants deny the allegations contained in Paragraph 88 of the Complaint.

89. The Readington Defendants admit the allegations contained in Paragraph 89 of the Complaint.

90. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 90 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

91. The allegations contained in Paragraph 91 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiff to her proofs in all respects.

92. The allegations contained in Paragraph 92 recite conclusions of law and said Code and Standard speak for itself and accordingly, the Readington Defendants leave Plaintiff to her proofs in all respects.

93. The allegations contained in Paragraph 93 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

94. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 94 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

95. The allegations contained in Paragraph 95 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

96. The Readington Defendants deny the allegations contained in Paragraph 96 of the Complaint.

97. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 97 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

98. The Readington Defendants deny the allegations contained in Paragraph 98 of the Complaint.

99. The allegations contained in Paragraph 99 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

100. The allegations contained in Paragraph 100 recite conclusions of law and

accordingly, the Readington Defendants leave Plaintiff to her proofs in all respects.

101. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 101 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

102. The Readington Defendants deny the allegations contained in Paragraph 102 of the Complaint.

103. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 103 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

104. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 104 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

105. The Readington Defendants deny the allegations contained in Paragraph 105 of the Complaint.

106. The Readington Defendants deny the allegations contained in Paragraph 106 of the Complaint.

107. The Readington Defendants deny the allegations contained in Paragraph 107 of the Complaint.

108. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 108 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the

Readington Defendants, such allegations are denied.

109. The Readington Defendants deny the allegations contained in Paragraph 109 of the Complaint.

110. The Readington Defendants deny the allegations contained in Paragraph 110 of the Complaint.

111. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 111 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

112. The Readington Defendants deny the allegations contained in Paragraph 112 of the Complaint.

113. The Readington Defendants deny the allegations contained in Paragraph 113 of the Complaint.

114. The Readington Defendants deny the allegations contained in Paragraph 114 of the Complaint.

115. The Readington Defendants deny the allegations contained in Paragraph 115 of the Complaint.

116. The Readington Defendants admit the allegations contained in Paragraph 116 of the Complaint.

117. The Readington Defendants deny the allegations contained in Paragraph 117 of the Complaint.

C. Plaintiff Karin Parker

118. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 48 of the Complaint and leave Plaintiff to her proofs in all

respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

119. The allegations contained in Paragraph 119 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

120. The allegations contained in Paragraph 120 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

121. The allegations contained in Paragraph 121 are not directed to and do not constitute factual allegations alleged against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

122. The allegations contained in Paragraph 122 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

123. The allegations contained in Paragraph 123 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

124. The Readington Defendants admit the allegations contained in Paragraph 124 of the Complaint.

125. The allegations contained in Paragraph 125 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiff to her proofs in all respects.

126. The allegations contained in Paragraph 126 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiff to her proofs in all respects.

127. The Readington Defendants deny the allegations contained in Paragraph 127 of the Complaint.

128. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 128 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

129. The allegations contained in Paragraph 129 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

130. The allegations contained in Paragraph 130 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

131. The allegations contained in Paragraph 131 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

132. The Readington Defendants deny receiving any complaint from Plaintiff Parker but admit that the Township's legal counsel received correspondence from Plaintiff Parker's legal counsel which correspondence speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

133. The Readington Defendants deny the allegations contained in Paragraph 133 of the Complaint.

134. The Readington Defendants deny the allegations contained in Paragraph 134 of the Complaint.

135. The Readington Defendants deny the allegations contained in Paragraph 135 of the Complaint.

136. The Readington Defendants deny the allegations contained in Paragraph 136 of the Complaint.

137. The Readington Defendants deny the allegations contained in Paragraph 137 of the Complaint.

138. The Readington Defendants deny the allegations contained in Paragraph 138 of the Complaint.

139. The Readington Defendants deny the allegations contained in Paragraph 139 of the Complaint.

D. Defendant Township of Readington Continues to Pay Disparate Salaries Female and Male Executive Staff/Municipal Department Heads

140. The Readington Defendants repeat and reiterate each and every response to the allegations of Paragraphs 1 through 139 of the Complaint as if set forth at length herein.

141. The Readington Defendants admit the allegations contained in Paragraph 141 of the Complaint.

142. The Readington Defendants admit that a proposed ordinance was presented to the Township Committee but deny the remaining allegations set forth in Paragraph 142 of the Complaint, including but not limited to any allegations as to the impetus for presenting such proposed ordinance.

143. The Readington Defendants admit the allegations contained in Paragraph 143 of the Complaint.

144. The allegations contained in Paragraph 144 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

145. The allegations contained in Paragraph 145 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiff to her proofs in all respects.

146. The Readington Defendants admit the allegations contained in Paragraph 146 of the Complaint.

147. The Readington Defendants admit the allegations contained in Paragraph 147 of the Complaint.

148. The allegations contained in Paragraph 148 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

149. The allegations contained in Paragraph 149 refer to a document which content speaks for itself and The Readington Defendants leave Plaintiff to her proofs in all respects.

150. The Readington Defendants admit the allegations contained in Paragraph 150 of the Complaint.

151. The Readington Defendants admit the allegations contained in Paragraph 151 of the Complaint.

152. The Readington Defendants admit the allegations contained in Paragraph 152 of the Complaint.

153. The Readington Defendants admit the allegations contained in Paragraph 153 of the Complaint.

154. The Readington Defendants admit the allegations contained in Paragraph 154 of the Complaint.

155. The Readington Defendants admit the allegations contained in Paragraph 155 of the Complaint.

156. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 156 of the Complaint and leave Plaintiffs to their proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

157. The Readington Defendants deny the allegations contained in Paragraph 157 of the Complaint.

158. The Readington Defendants deny the allegations contained in Paragraph 158 of the Complaint.

159. The Readington Defendants deny the allegations contained in Paragraph 159 of the Complaint.

160. The Readington Defendants deny the allegations contained in Paragraph 160 of the Complaint.

E. Defendant Township of Readington Continues to Pay Disparate Salaries to Readington Defendants Township's Male Employees who are not Executive Staff, Municipal Department Heads and/or Department Managers

161. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 161 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

162. The allegations contained in Paragraph 162 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

163. The allegations contained in Paragraph 163 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is

required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

164. The allegations contained in Paragraph 164 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

165. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 165 of the Complaint and leave Plaintiff to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

166. The allegations contained in Paragraph 166 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

167. The allegations contained in Paragraph 167 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

168. The allegations contained in Paragraph 168 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

169. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 169 of the Complaint and leave Plaintiff to her proofs in all

respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

170. The allegations contained in Paragraph 170 are not directed to and do not constitute factual allegations against the Readington Defendants and accordingly no response thereto is required, however if these allegations are deemed to be factual allegations directed to the Readington Defendants and to allege any wrongdoing, such allegations are denied.

171. The Readington Defendants admit the allegations contained in Paragraph 171 of the Complaint.

172. The allegations contained in Paragraph 172 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

173. The allegations contained in Paragraph 173 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

174. The Readington Defendants deny the allegations contained in Paragraph 174 of the Complaint.

175. The allegations contained in Paragraph 175 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiff to her proofs in all respects.

176. The Readington Defendants deny the allegations contained in Paragraph 176 of the Complaint.

177. The Readington Defendants deny the allegations contained in Paragraph 177 of the Complaint.

COUNT ONE

**NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A. 10:5-1, et. seq.
PAY DISCRIMINATION ON THE BASIS OF SEX/GENDER
IN VIOLATION OF THE DIANE B. ALLEN EQUAL PAY ACT**

178. The Readington Defendants repeat and reiterate each and every response to the

allegations of paragraphs 1 through 177 as if set forth at length herein.

179. The allegations contained in Paragraph 179 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiffs to their proofs in all respects.

180. The allegations contained in Paragraph 180 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiffs to their proofs in all respects.

181. The allegations contained in Paragraph 181 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiffs to their proofs in all respects.

182. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 182 of the Complaint and leave Plaintiff Bolarakis to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

183. The Readington Defendants deny the allegations contained in Paragraph 183 of the Complaint.

184. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 184 of the Complaint and leave Plaintiff Parker to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

185. The Readington Defendants deny the allegations contained in Paragraph 185 of the Complaint.

186. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 186 of the Complaint and leaves Plaintiff DeVoe to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Readington Defendants, such allegations are denied.

187. The Readington Defendants deny the allegations contained in Paragraph 187 of the

Complaint.

188. The Readington Defendants deny the allegations contained in Paragraph 188 of the

Complaint.

189. The Readington Defendants deny the allegations contained in Paragraph 189 of the

Complaint.

190. The Readington Defendants deny the allegations contained in Paragraph 190 of the

Complaint.

191. The Readington Defendants deny the allegations contained in Paragraph 191 of the

Complaint.

192. The Readington Defendants deny the allegations contained in Paragraph 192 of the

Complaint.

193. The Readington Defendants deny the allegations contained in Paragraph 193 of the

Complaint.

194. The Readington Defendants deny the allegations contained in Paragraph 194 of the

Complaint.

WHEREFORE, the Readington Defendants demand dismissal of Plaintiffs' Complaint in its entirety, with prejudice, together with interest, attorneys' fees, costs of suit and such other amounts the Court may deem equitable and just.

COUNT TWO

NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A. 10:5-1, et seq.
RETALIATION IN VIOLATION OF THE DIANE B. ALLEN EQUAL PAY ACT

195. The Readington Defendants repeat and reiterate each and every response to the allegations of preceding Paragraphs 1 through 194 of the Complaint as if set forth at length herein.

196. The allegations contained in Paragraph 196 recite conclusions of law and

accordingly, the Readington Defendants leave Plaintiffs to their proofs in all respects.

197. The Readington Defendants lack sufficient knowledge to either admit or deny the allegations contained in Paragraph 197 of the Complaint and leave Plaintiff DeVoe to her proofs in all respects, however to the extent that said allegations allege any wrongdoing on the part of the Defendant, such allegations are denied.

198. The Readington Defendants deny the allegations contained in Paragraph 198 of the Complaint.

199. The Readington Defendants deny receiving any complaint from Plaintiff DeVoe but admit that the Township's legal counsel received correspondence from Plaintiff DeVoe's legal counsel which correspondence speaks for itself and the Readington Defendants leave Plaintiff to her proofs in all respects.

200. The allegations contained in Paragraph 200 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiff Parker to her proofs in all respects.

201. The Readington Defendants deny receiving any complaint from Plaintiffs but admit that the Township's legal counsel received correspondence from Plaintiff's legal counsel which correspondence speaks for itself and the Readington Defendants leave Plaintiffs to their proofs in all respects.

202. The Readington Defendants deny the allegations contained in Paragraph 202 of the Complaint.

203. The allegations contained in Paragraph 203 refer to a document which content speaks for itself and the Readington Defendants leave Plaintiffs to their proofs in all respects.

204. The Readington Defendants deny the allegations contained in Paragraph 204 of the Complaint.

205. The Readington Defendants deny the allegations contained in Paragraph 205 of the

Complaint.

206. The Readington Defendants deny the allegations contained in Paragraph 206 of the

Complaint.

207. The Readington Defendants deny the allegations contained in Paragraph 207 of the

Complaint.

208. The Readington Defendants deny the allegations contained in Paragraph 208 of the

Complaint.

209. The Readington Defendants deny the allegations contained in Paragraph 209 of the

Complaint.

210. The Readington Defendants deny the allegations contained in Paragraph 210 of the

Complaint.

211. The Readington Defendants deny the allegations contained in Paragraph 211 of the

Complaint.

212. The Readington Defendants deny the allegations contained in Paragraph 212 of the

Complaint.

213. The Readington Defendants deny the allegations contained in Paragraph 213 of the

Complaint.

WHEREFORE, the Readington Defendants demand dismissal of Plaintiffs' Complaint in its entirety, with prejudice, together with interest, attorneys' fees, costs of suit and such other amounts the Court may deem equitable and just.

COUNT THREE

**NEW JERSEY LAW AGAINST DISCRIMINATION N.J.S.A. 10:5-1, et seq.
SEX/GENDER DISCRIMINATION IN VIOLATION OF THE LAD.**

214. The Readington Defendants repeat and reiterate each and every response to the

allegations of paragraphs 1 through 213 as if set forth at length herein.

215. The allegations contained in Paragraph 215 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiffs to their proofs in all respects.

216. The Readington Defendants deny the allegations contained in Paragraph 216 of the Complaint.

217. The Readington Defendants deny the allegations contained in Paragraph 217 of the Complaint.

218. The Readington Defendants deny the allegations contained in Paragraph 218 of the Complaint.

219. The Readington Defendants deny the allegations contained in Paragraph 219 of the Complaint.

220. The Readington Defendants deny the allegations contained in Paragraph 220 of the Complaint.

WHEREFORE, the Readington Defendants demand dismissal of Plaintiffs' Complaint in its entirety, with prejudice, together with interest, attorneys' fees, costs of suit and such other amounts the Court may deem equitable and just.

COUNT FOUR

**NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A. 10:5-1, et seq.
RETALIATION IN VIOLATION OF THE LAD**

221. The Readington Defendants repeat and reiterate each and every response to the allegations of paragraphs 1 through 220 as if set forth at length herein.

222. The allegations contained in Paragraph 222 recite conclusions of law and accordingly, the Readington Defendants leave Plaintiffs to their proofs in all respects.

223. The Readington Defendants deny the allegations contained in Paragraph 223 of the

Complaint.

224. The Readington Defendants deny the allegations contained in Paragraph 224 of the

Complaint.

225. The Readington Defendants deny the allegations contained in Paragraph 225 of the

Complaint.

226. The Readington Defendants deny the allegations contained in Paragraph 226 of the

Complaint.

227. The Readington Defendants deny the allegations contained in Paragraph 227 of the

Complaint.

WHEREFORE, the Readington Defendants demand dismissal of Plaintiffs' Complaint in its entirety, with prejudice, together with interest, attorneys' fees, costs of suit and such other amounts the Court may deem equitable and just.

COUNT FIVE

**NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A. 10:5-1, et. seq.
AIDING AND ABETTING BY DEFENDANT
RICHARD J. SHEOLA IN VIOLATION OF THE LAD**

228. The Readington Defendants repeat and reiterate each and every response to the allegations of paragraphs 1 through 227 as if set forth at length herein.

229. The Readington Defendants deny the allegations contained in Paragraph 229 of the Complaint.

230. The Readington Defendants deny the allegations contained in Paragraph 230 of the Complaint.

231. The Readington Defendants deny the allegations contained in Paragraph 231 of the Complaint.

232. The Readington Defendants deny the allegations contained in Paragraph 232 of the

Complaint.

233. **WHEREFORE**, the Readington Defendants demand dismissal of Plaintiffs' Complaint in its entirety, with prejudice, together with interest, attorneys' fees, costs of suit and such other amounts the Court may deem equitable and just.

SEPARATE DEFENSES

FIRST SEPARATE DEFENSE

At all relevant times, the Readington Defendants conducted themselves in full compliance with all applicable federal, state and local laws, statues, ordinances and regulations, which compliance bars Plaintiffs from asserting the claims herein.

SECOND SEPARATE DEFENSE

Plaintiffs have failed to exhaust administrative remedies.

THIRD SEPARATE DEFENSE

The Readington Defendants deny that any of their actions were willful, wanton, malicious, reckless or in any way actionable.

FOURTH SEPARATE DEFENSE

The Readington Defendants deny violating any duty owed to the Plaintiffs.

FIFTH SEPARATE DEFENSE

The Readington Defendants are immune from suit by virtue of the applicable Statutes of the State of New Jersey.

SIXTH SEPARATE DEFENSE

The Readington Defendants' conduct was not the proximate cause of the Plaintiffs' alleged losses, injuries or damages.

SEVENTH SEPARATE DEFENSE

Plaintiffs' allegations are frivolous and accordingly, after prevailing in this matter, the Readington Defendants should be awarded their attorneys' fees and costs pursuant to N.J.S.A. 15-59.1 and N.J.S.A. 10:5-1 et seq.

EIGHTH SEPARATE DEFENSE

The Complaint fails to state a claim upon which relief can be granted as a matter of law.

NINTH SEPARATE DEFENSE

The claims against the Readington Defendants are barred in whole or in part by the applicable Statute of Limitations.

TENTH SEPARATE DEFENSE

Plaintiffs' Complaint may be barred in whole, or in part, by the doctrines of estoppel, laches and waiver

ELEVENTH SEPARATE DEFENSE

Plaintiffs' claims may be barred, reduced and/or limited pursuant to applicable statutory and common law regarding limitations of awards, caps on recovery, and set offs

TWELFTH SEPARATE DEFENSE

The damages, if any, recoverable by Plaintiffs must be reduced by any number of damages legally caused by the Plaintiffs' failure to mitigate such damages in whole or in part.

THIRTEENTH SEPARATE DEFENSE

Plaintiffs have failed to mitigate damages.

FOURTEENTH SEPARATE DEFENSE

Plaintiffs have suffered no damages.

FIFTEENTH SEPARATE DEFENSE

Plaintiffs' allegations fail to satisfy the required severe or pervasive standard.

SIXTEENTH SEPARATE DEFENSE

Plaintiffs' claim for relief may be barred under the "unclean hands" doctrine.

SEVENTEETH SEPARATE DEFENSE

Costs alleged to be incurred in the future may not be recovered as they are remote, speculative, contingent and incapable of calculation.

EIGHTEENTH SEPARATE DEFENSE

Plaintiffs' claims are subject to set-off, recoupment and counterclaim for the damages suffered by the Readington Defendants.

NINETEENTH SEPARATE DEFENSE

Plaintiffs are not entitled to an award of attorneys' fees as a matter of fact or as a matter of law.

TWENTIETH SEPARATE DEFENSE

Plaintiffs' claims are frivolous and without any reasonable basis in law or fact; cannot be supported by a good faith argument for extension, modification, or reversal of existing law; are lacking in evidentiary support; and are in violation of Court Rule 1:4-8(a).

TWENTY-FIRST SEPARATE DEFENSE

The Readington Defendants deny the applicability of punitive damage theories under the facts of this litigation and, in any event, deny that it is so liable under said theories.

TWENTY-SECOND SEPARATE DEFENSE

Any claims made herein for punitive damages may be barred because they are in contravention to due process, equal protection and other rights under the United States Constitution and the Constitution of the State of New Jersey.

TWENTY-THIRD SEPARATE DEFENSE

Plaintiffs' claims for punitive damages may be barred because the actions of the Readington

Defendants were reasonable under the circumstances.

TWENTY-FOURTH SEPARATE DEFENSE

During all relevant acts, the Readington Defendants acted, at a minimum, in good faith.

TWENTY-FIFTH SEPARATE DEFENSE

Any claim made by Plaintiffs herein for punitive damages is limited and subject to the provision set forth in N.J.S.A. 2A:15-5.9 et seq.

TWENTY-SIXTH SEPARATE DEFENSE

Plaintiffs' claims may be barred because of their failure to join necessary and indispensable parties

TWENTY-SEVENTH SEPARATE DEFENSE

The Readington Defendants reserve the right to offer additional defenses, which cannot now be articulated due to Plaintiffs' failure to particularize her claims.

TWENTY-EIGHTH SEPARATE DEFENSE

Plaintiffs' claims are barred because all action taken by the Readington Defendants in regard to Plaintiffs was in good faith and for legitimate non-discriminating reasons.

TWENTY-NINTH SEPARATE DEFENSE

At all times, the Readington Defendants had in place effective anti-harassment and anti-discriminatory complaint structures and/or training and monitoring mechanisms.

THIRTEETH SEPARATE DEFENSE

Plaintiffs were not a qualified individual with a disability or perceived disability under the New Jersey Law Against Discrimination.

THIRTY-FIRST SEPARATE DEFENSE

Plaintiffs are not entitled to any award of compensatory damages.

THIRTY-SECOND SEPARATE DEFENSE

The Readington Defendants exercised reasonable care to prevent and promptly correct any alleged discriminatory, harassing or retaliatory behavior.

THIRTY-THIRD SEPARATE DEFENSE

Plaintiffs unreasonably failed to take advantage of any preventive or corrective opportunities provided by the Readington Defendants to avoid harm otherwise.

THIRTY-FOURTH SEPARATE DEFENSE

Plaintiffs' causes of action, or some of them, are barred by the conduct of Plaintiffs, which conduct constitutes estoppel.

THIRTY-FIFTH SEPARATE DEFENSE

Plaintiffs were not subjected to an adverse employment action.

THIRTY-SIXTH SEPARATE DEFENSE

Plaintiffs' claims are barred by the doctrine of collateral estoppel.

THIRTY-SEVENTH SEPARATE DEFENSE

Plaintiffs are not entitled to remedial relief sought.

THIRTY-EIGHTH SEPARATE DEFENSE

The Readington Defendants did not violate the provisions of the New Jersey Equal Pay Act.

THIRTY-NINTH SEPARATE DEFENSE

The Readington Defendants did not unlawfully discriminate against the Plaintiffs due to the Plaintiffs being members of any protected class.

FORTIETH SEPARATE DEFENSE

The Readington Defendants did not commit any act that would be considered disparate.

FORTY-FIRST SEPARATE DEFENSE

Plaintiffs cannot prove any discrimination under the provisions of the Law Against

Discrimination.

FORTY-SECOND SEPARATE DEFENSE

The Readington Defendants did not treat Plaintiffs differently because of their gender.

FORTY-THIRD SEPARATE DEFENSE

The Readington Defendants did not subject the Plaintiffs to any form of disparate treatment due to Plaintiffs' gender.

FORTY-FOURTH SEPARATE DEFENSE

There was a good faith basis for all actions taken against Plaintiffs and in connection with all decisions made with respect to Plaintiffs.

FORTY-FIFTH SEPARATE DEFENSE

The Readington Defendants committed no unlawful act in connection with any decisions involving the Plaintiffs.

FORTY-SIXTH SEPARATE DEFENSE

Plaintiffs' claims are barred by the doctrine of unclean hands.

FORTY-SEVENTH SEPARATE DEFENSE

Plaintiffs' claims are barred by the entire controversy doctrine.

FORTY-EIGHTH SEPARATE DEFENSE

The Readington Defendants did not harass Plaintiffs or subject them to a hostile work environment.

FORTY-NINTH SEPARATE DEFENSE

The conditions of employment were not so severe and/or pervasive as to create a hostile work environment.

FIFTIETH SEPARATE DEFENSE

The Readington Defendants did not terminate Plaintiff DeVoe.

FIFTY-FIRST SEPARATE DEFENSE

Plaintiff DeVoe voluntarily resigned from her employment position and hence is not entitled to the relief sought herein.

FIFTY-SECOND SEPARATE DEFENSE

Plaintiffs' termination was not caused by any act of the Readington Defendants.

FIFTY-THIRD SEPARATE DEFENSE

The conditions of employment were not so intolerable that a reasonable person subjected to them would resign.

FIFTY-FOURTH SEPARATE DEFENSE

The Readington Defendants did not retaliate against the Plaintiffs in any way.

FIFTY-FIFTH SEPARATE DEFENSE

No adverse actions were taken against the Plaintiffs.

FIFTY-SIXTH SEPARATE DEFENSE

The Readington Defendants did not unlawfully discriminate against Plaintiffs due to the Plaintiffs' membership in any protected class.

FIFTY-SEVENTH SEPARATE DEFENSE

Plaintiffs cannot prove any discrimination because of membership or association with any protected class under the provisions of the Law Against Discrimination.

FIFTY-EIGHTH SEPARATE DEFENSE

The Readington Defendants are entitled to all affirmative defenses as determined by the New Jersey Supreme Court in the case of *Ida Agues v. State of New Jersey*, 20 N.J. 494, No. 072467 (Feb. 11, 2015).

FIFTY-NINTH SEPARATE DEFENSE

The Readington Defendants did not engage in improper retaliatory conduct pursuant

NJLAD.

SIXTIETH SEPARATE DEFENSE

There was a good faith basis for all actions taken against Plaintiffs and in connection with all decisions made with respect to Plaintiffs.

SIXTY-FIRST SEPARATE DEFENSE

Plaintiffs are not entitled to damages for emotional distress.

SIXTY-SECOND SEPARATE DEFENSE

Plaintiffs are not entitled to an award of attorney's fees as to any of the statutory claims set forth in the Complaint, as Plaintiffs will not be the prevailing party as to these claims.

SIXTY-THIRD SEPARATE DEFENSE

Plaintiffs' claims for emotional distress are barred by the New Jersey Worker's Compensation Act N.J.S.A. 34:15-1 et seq.

SIXTY-FOURTH SEPARATE DEFENSE

Plaintiffs' claims for infliction of emotional distress are barred by the election of remedies provisions of N.J.S.A. 34:15-1 et seq. in that Plaintiffs chose to elect the remedy afforded under said Act to seek relief.

SIXTY-FIFTH SEPARATE DEFENSE

Any recovery for emotional distress is subject to "set off" against award and the reimbursement provisions of the New Jersey Worker's Compensation Act, N.J.S.A. 34:15-1 et seq.

SIXTY-SIXTH SEPARATE DEFENSE

Any and all disciplinary action taken against the Plaintiffs by the Readington Defendants was for legitimate disciplinary purposes and was implemented in accordance with applicable rules, regulations, and contractual agreements.

SIXTY-SEVENTH SEPARATE DEFENSE

The Readington Defendants affirmatively and specifically plead each and every defense, limitation, immunity and protection provided under the New Jersey Tort Claims Act, N.J.S.A. 59:1 et seq. and hereby place Plaintiffs on notice that each such statutory protection is hereby raised as a separate and affirmative defense throughout every stage of this case.

SIXTY-EIGHTH SEPARATE DEFENSE

Plaintiffs are not entitled to compensatory damages for front pay or back pay damages, emotional damages, treble damages or otherwise.

SIXTY-NINTH SEPARATE DEFENSE

The Plaintiffs have not alleged facts to prove the necessary elements for a cause of action for infliction of emotional distress.

SEVENTIETH SEPARATE DEFENSE

Any change or lack of change in the terms and conditions of Plaintiffs' employment was implemented for legitimate nondiscriminatory or retaliatory purposes.

SEVENTY-FIRST SEPARATE DEFENSE

Defendant Township of Readington cannot be held responsible under the doctrine of respondeat superior.

SEVENTY-SECOND SEPARATE DEFENSE

The Readington Defendants did not aide or abet each other nor have the Plaintiffs set forth the facts necessary to establish a prima facie case for same.

SEVENTY-THIRD SEPARATE DEFENSE

None of the actions taken by the Readington Defendants with respect to any employment and decisions made or not made with respect to Plaintiffs were illegal, discriminatory, or retaliatory or designed to negatively impact any promotional opportunities.

REQUEST FOR DAMAGES

Plaintiffs are hereby requested and required to furnish the undersigned, within five (5) days, a written statement of the amount of damages claimed in this action.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, THOMAS A. KEENAN, ESQ. is designated as Trial Counsel.

JURY DEMAND

Please take notice that demand is hereby made for trial by jury on all issues so triable.

CERTIFICATION

I hereby certify, pursuant to Rule 4:5-1, that to the best of my present knowledge: (1) the within matter in controversy is not the subject of any other action pending in any other court or arbitration; (2) no other action or arbitration proceeding is contemplated; and (3) no other necessary party to be joined in the subject litigation is presently known.

I hereby certify that the foregoing pleading has been served within the time provided by Rule 4.6. as extended.

KEENAN & DORIS, LLC
Attorneys for Defendants,
Township of Readington and Richard J. Sheola

By Thomas A. Keenan
THOMAS A. KEENAN

Dated: December 7, 2022.

Civil Case Information Statement

Case Details: HUNTERDON | Civil Part Docket# L-000391-22

Case Caption: BOLARAKIS GABRIELLE VS TOWNSHIP OF*FEE SHIFT*

Case Initiation Date: 09/22/2022

Attorney Name: THOMAS ALLEN KEENAN

Firm Name: KEENAN & DORIS LLC

Address: 71 UNION AVE SUITE 105
RUTHERFORD NJ 07070

Phone: 2013558110

Name of Party: DEFENDANT : TOWNSHIP OF
READINGTON

Name of Defendant's Primary Insurance Company
(if known): QBE INSURANCE CORP

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Answer W/Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: GABRIELLE BOLARAKIS?
NO

Are sexual abuse claims alleged by: ANGELA DEVOE? NO

Are sexual abuse claims alleged by: KARIN PARKER? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Employer/Employee

Does the statute governing this case provide for payment of fees by the losing party? YES

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

12/07/2022
Dated

/s/ THOMAS ALLEN KEENAN
Signed

Exhibit C

PREPARED BY THE COURT

**GABRIELLE BOLARAKIS,
ANGELA DEVOE and KARIN
PARKER,**

Plaintiffs,

v.

**TOWNSHIP OF READINGTON,
RICHARD J. SHEOLA, individually
and in his official capacity, and
JOHN and JANE DOES 1-10
(fictitious names of unknown
persons),**

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: CIVIL PART
HUNTERDON COUNTY

DOCKET NO.: HNT-L-391-22

CIVIL ACTION

CASE MANAGEMENT ORDER

THIS MATTER having been opened to the court on April 3, 2023, during a case management conference before The Honorable Haekyoung Suh, with appearance by all counsel of record; and the court having considered the issues raised by the parties; and the court having found that good cause exists for entry of this order;

IT IS on this 3rd day of April 2023, **ORDERED** as follows:

1. Defendants shall propound written discovery on plaintiffs within fifteen (15) days, April 18, 2023.
2. Responses to all written discovery shall be served by June 19, 2023.

3. Parties shall schedule mediation with a mutually agreed upon mediator by May 18, 2023.
4. Fact depositions shall be completed by October 17, 2023.
5. Parties shall attend a second case management conference on October 31, 2023 at 1:30 p.m.
6. Plaintiffs shall serve an economic expert report by February 14, 2024.
7. Defendants shall serve a rebuttal economic expert report by April 15, 2024.
8. Service of this order shall be deemed effectuated upon all parties upon its upload to eCourts.

/s/ Haekyoung Suh
HON. HAEKYOUNG SUH, J.S.C.

Exhibit D

katy@mcclureburden.com

From: Eric Harrison <harrison@methwerb.com>
Sent: Wednesday, July 26, 2023 7:14 PM
To: 'kmcclure@smitheibeler.com'
Cc: 'Thomas Keenan'
Subject: RE: Bolarakis, et al v. Readington Township

Okay, we'll await your proposed term sheet.



Eric Harrison | Partner
Methfessel & Werbel, P.C.
2025 Lincoln Highway | Suite 200 | Edison, NJ 08818
Direct: 732-650-6511
Fax: 732-248-2355 | [bio](#) | www.methwerb.com

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NJ Law Journal
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2014-2017, 2020-2022**



From: kmcclure@smitheibeler.com <kmcclure@smitheibeler.com>
Sent: Wednesday, July 26, 2023 5:28 PM
To: Eric Harrison <harrison@methwerb.com>
Cc: 'Thomas Keenan' <tkeenan@keenandoris.com>
Subject: RE: Bolarakis, et al v. Readington Township

Thank you Eric. I will circulate a draft among my clients this afternoon and then forward to you and Tom.

Katy McClure, Esq. (she/her)
SMITH EIBELER, LLC
At Bell Works
101 Crawfords Corner Road
Suite 1-126
Holmdel, New Jersey 07733
Tel: (732) 444-1300
Fax: (732) 444-1096
Email: kmcclure@smitheibeler.com
Website: www.jerseyemploymentlawyers.com

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From: Eric Harrison <harrison@methwerb.com>
Sent: Wednesday, July 26, 2023 4:43 PM
To: KMCCLURE@smitheibeler.com
Cc: Thomas Keenan <keenan@keenandoris.com>
Subject: Re: Bolarakis, et al v. Readington Township

Katie - you are welcome to ride up and circulate a proposed term sheet. Otherwise, I expect I will get to it at some point this evening.

Eric L. Harrison
Methfessel & Werbel
2025 Lincoln Highway, Suite 200
P.O. Box 3012
Edison, N.J. 08818

W (732) 650-6511
C (732) 610-6881

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On Jul 26, 2023, at 4:36 PM, KMCCLURE@smitheibeler.com wrote:

Good Afternoon Tom and Eric,

Thank you for your efforts toward getting this matter resolved today. I am checking to see when my clients and I can expect to receive a material term sheet?

Thank you,

Katy McClure, Esq. (she/her)
SMITH EIBELER, LLC
At Bell Works
101 Crawfords Corner Road
Suite 1-126
Holmdel, New Jersey 07733
Tel: (732) 444-1300
Fax: (732) 444-1096
Email: kmccclure@smitheibeler.com
Website: www.jerseyemploymentlawyers.com

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intended recipient, please notify us immediately by returning this message to the sender and delete all copies. Thank you for your cooperation.

Exhibit E

MEMORANDUM OF SETTLEMENT TERMS

GABRIELLE BOLARAKIS,
ANGELA DEVOE, and
KARIN PARKER,

Plaintiffs,

v.

TOWNSHIP OF READINGTON,
RICHARD J. SHEOLA, individually and
in his official capacity, and JOHN and
JANE DOES (1-10)(fictitious names of
unknown persons),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUNTERDON COUNTY
DOCKET NO.: HNT-L-000391-22

Civil Action

WHEREAS, all parties and counsel of record have appeared for a private mediation with the Hon. Dennis F. Carey, P.J. Civ. (Ret.) on July 26, 2023, and have agreed to enter into a mutual Settlement Agreement and Release in full and final satisfaction of the above-captioned matter, for the following terms and conditions, which are subject to approval by the Township of Readington Committee and Richard J. Sheola and the Municipal Excess Liability Fund:

1. Defendants will provide Plaintiffs with a draft form of Settlement Agreement and General Release within seven (7) days of the August 7, 2023, Defendant Township of Readington Committee Meeting;

2. Defendants will make a settlement payment in the total amount of \$800,000.00, with ___ % to be issued via W2 and ___ % to be issued via 1099, after attorneys' fees, the amount of which will be provided by Plaintiffs' counsel for each Plaintiff. Payments will be

made within 30 days of defense counsel's receipt of a settlement agreement and release executed by Plaintiffs without revocation, applicable W-9 Forms, and clear child support judgment searches;

3. The Township of Readington agrees to the following, which are subject to applicable payroll and statutorily required deductions:

- a. Increase Plaintiff Parker's annual salary to \$112,000.00 per year from \$89,650.00 per year, effective January 1, 2023, on the first payroll date following the effective date of the final Settlement Agreement and Release;
- b. Issue Plaintiff Parker a retroactive salary check based upon the salary adjustment set forth in subpart 3(a) no later than the first payroll date following the effective of the final Settlement Agreement and Release;
- c. Increase Plaintiff Bolarakis' annual salary to \$112,000.00 per year from \$86,850.00 per year, effective January 1, 2023, on the first payroll date following the effective date of the final Settlement Agreement and Release;
- d. Issue Plaintiff Bolarakis a retroactive salary check based upon the salary adjustment set forth in subpart 3(c) no later than the first payroll date following the effective of the final Settlement Agreement and Release;

4. Defendants will issue payment to satisfy the mediator's invoice including issuing a check to the law firm of Smith Eibeler, LLC, as reimbursement for Plaintiffs' portion of the retainer previously paid to the mediator in the amount of \$1,500.00.

5. Defendants will issue a notarized UCC Licensure Letter for Ms. DeVoe, in the form attached hereto as Exhibit A, within five (5) days of the effective date of the final

Settlement Agreement and Release;

6. Defendants will change Ms. Bolarakis' job title to "Director of Parks and Recreation" within 30 days of the effective date of the final Settlement Agreement and Release;

7. Tax indemnification to Defendants;

8. Non-admissions of liability;

9. Mutual non-disparagement;

10. Defendants will provide a neutral reference for Angela DeVoe;

11. Plaintiffs agree to provide a full release and waiver of claims;

12. Representations by Plaintiffs of no other filings in any tribunal;

13. Representations by Plaintiffs that they are not Medicare beneficiaries as of the date of this settlement with respect to any claims asserted in this matter.

PLAINTIFF, GABRIELLE BOLARAKIS

DEFENDANT TOWNSHIP OF READINGTON

BY: 

BY: _____

DATE: 8/8/23

DATE: _____

PLAINTIFF, ANGELA DEVOE

DEFENDANT RICHARD J. SHEOLA

effective date of the final Settlement Agreement and Release;

- 7. Tax indemnification to Defendants;
- 8. Non-admissions of liability;
- 9. Mutual non-disparagement;
- 10. Defendants will provide a neutral reference for Angela DeVoe;

DeVoe;

11. Plaintiffs agree to provide a full release and waiver of claims;

12. Representations by Plaintiffs of no other filings in any tribunal;

13. Representations by Plaintiffs that they are not Medicare beneficiaries as of the date of this settlement with respect to any claims asserted in this matter.

**PLAINTIFF, GABRIELLE BOLARAKIS
DEFENDANT TOWNSHIP OF READINGTON**

BY: _____

BY:

DATE: _____

DATE:

**PLAINTIFF, ANGELA DEVOE
DEFENDANT RICHARD J. SHEOLA**

BY: Angela DeVoe

BY:

DATE: 8/6/23

DATE:

PLAINITFF KARIN PARKER

BY: _____

DATED: _____

DATE: _____

DATE: _____

PLAINITFF KARIN PARKER


BY: 
DATED: 8/8/23

Exhibit F

katy@mcclureburden.com

From: Eric Harrison <harrison@methwerb.com>
Sent: Thursday, September 14, 2023 7:36 PM
To: 'katy@mcclureburden.com'
Cc: 'Thomas Keenan'
Subject: RE: Bolarakis, et al v. Readington Twp - revised draft settlement agreement
Attachments: Bolarakis Draft Settlement Agreement 9.12.23 Sheola and ELH markups as of 9-14 at 730 pm.docx

Katy – please see attached with tracked changes. There may be a few more tweaks needed on our end, but nothing major.

While Readington is a member of the NJMEL, the payments will be made by a commercial carrier and the township so I've replaced "NJMEL" with "its liability insurer." Also, they generally do not issue 1099s and they definitely would not issue a W2, so I removed that as well.

I'm not available to speak this week, but I'm free Saturday afternoon if you're so inclined or early Monday morning.



Eric Harrison | Partner
Methfessel & Werbel, P.C.
2025 Lincoln Highway | Suite 200 | Edison, NJ 08818
Direct: 732-650-6511
Fax: 732-248-2355 | [bio](#) | www.methwerb.com

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2014-2017, 2020-2022**



From: Eric Harrison
Sent: Wednesday, September 13, 2023 6:15 AM
To: 'katy@mcclureburden.com' <katy@mcclureburden.com>
Cc: 'Thomas Keenan' <tkeenan@keenandoris.com>
Subject: RE: Bolarakis, et al v. Readington Twsp

Good morning Katy. I reviewed this and I see that a few changes will be necessary, but before I send piecemeal changes to you I've asked all stakeholders (the municipality and the carrier) to weigh in, so ideally we will get you a document with all tracked changes by early next week.

I'm away but reviewing and responding to emails within 24 hours, and I'll be catching up over the weekend.



Eric Harrison | Partner
Methfessel & Werbel, P.C.
2025 Lincoln Highway | Suite 200 | Edison, NJ 08818
Direct: 732-650-6511
Fax: 732-248-2355 | [bio](#) | www.methwerb.com

New Jersey's Top
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NJ Law Journal
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2014-2017, 2020-2022



From: katy@mcclureburden.com <katy@mcclureburden.com>

Sent: Tuesday, September 12, 2023 7:25 PM

To: Eric Harrison <harrison@methwerb.com>

Cc: 'Thomas Keenan' <tkeenand@keenandoris.com>

Subject: RE: Bolarakis, et al v. Readington Twsp

Good Evening Eric and Tom,

Attached please find an initial draft proposed settlement agreement in the above matter. I continue to review the terms with my clients but I wanted to get this draft to you so hopefully the parties can discuss the terms and any revisions thereto.

Please feel free to reach out to me.

Thank you, Katy

From: Eric Harrison <harrison@methwerb.com>

Sent: Tuesday, September 5, 2023 7:05 PM

To: Katy McClure <katy@mcclureburden.com>

Cc: Thomas Keenan <tkeenand@keenandoris.com>

Subject: Re: Bolarakis, et al v. Readington Twsp

Katy -

Congratulations - we have a settlement subject to the negotiation of a mutually acceptable written agreement.

Tom is away this week, I have a jammed schedule, and I will be away on vacation next week. I would encourage you, if you have the time, to draft an agreement, which we will share with our clients, discuss among ourselves and likely get back to you with any proposed revisions with any proposed revisions by the end of next week.

Eric L. Harrison
Methfessel & Werbel
2025 Lincoln Highway, Suite 200
P.O. Box 3012
Edison, N.J. 08818

W (732) 650-6511

C (732) 610-6881

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distribution, or copying of the message is strictly prohibited. If you have received this transmission in error, please destroy this transmission and notify us immediately by telephone and/or reply email.

On Sep 5, 2023, at 5:29 PM, Katy McClure <katy@mcclureburden.com> wrote:

Good Evening Eric and Tom,

I intend to file the Substitution of Attorney in this matter later today or tomorrow, but I did want to provide you with my updated contact information so that you can advise me of the Committee's decision following their meeting tonight.

I can now be reached at the below address and email and I also remain reachable on my mobile at [REDACTED]

[REDACTED].

Thank you, Katy

<image.png>

--

Katy McClure, Esq. (she/her)
McClure Burden, LLC
25 Pompton Avenue, Suite 101
Verona, New Jersey 07044
Tel: 862-323-0422
Email: katy@mcclureburden.com
Website: www.mcclureburden.com

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and between Plaintiffs Gabrielle Bolarakis (“Bolarakis”), Angela DeVoe (“DeVoe”) and Karin Parker (“Parker”) (“Plaintiffs”), on the one hand, and ~~the New Jersey Municipal Excess Liability Fund (“NJMEL”) on behalf of its insured,~~ the Township of Readington (referred to herein as the “Township”), ~~its liability insurer,~~ and the Township itself, and Richard J. Sheola (“Sheola”). Plaintiffs, ~~the NJMEL,~~ the Township, ~~its liability insurer,~~ and Sheola shall collectively be referred to herein as “the Parties” or individually as a “Party”. The Agreement shall be deemed entered into as of the date of signature of the last Party or Party representative to sign this Agreement.

WITNESSETH

WHEREAS, Plaintiffs filed suit against the Township and Sheola (by way of Complaint in a matter listed in the New Jersey Superior Court, Hunterdon County under Docket No. HUN-L-000391-22 (the “Action”); and

WHEREAS, the Parties have collectively agreed to resolve all claims that form the basis for the Action and wish to memorialize their settlement herein.

NOW THEREFORE, in consideration of the mutual promises and covenants made herein, the Parties agree as follows:

1. As consideration for the Release (as that term is defined in Paragraph 2, below) and Plaintiffs’ additional covenants set forth in this Agreement, following delivery to the NJMEL of (a) executed copies of this Agreement and the Stipulation of Dismissal with Prejudice attached hereto as Exhibit A signed by Plaintiffs and/or their attorney; (b) a copy of a clear Charles Jones search for each Plaintiff; and (c) executed W-9 forms from Plaintiffs and their attorneys,

(A) The Township shall:

1. Increase Bolarakis’s salary for 2023 to \$112,000.00 from \$86,850.00 consistent with Readington Township Salary Ordinance No. 20-2022 (salary differential to be paid retroactively to January 1, 2023 on the first payroll date following the effective date of this Agreement and in regular payroll payments thereafter);
2. ~~Adjust-Increase~~ Parker’s salary for 2023 to \$112,000.00 from \$89,650.00 consistent with Readington Township Salary Ordinance No. 20-2022 (salary differential to be paid retroactively to January 1, 2023 on the first payroll date following the effective date of this Agreement and in regular payroll payments thereafter);
3. Issue a notarized UCC Licensure Letter for DeVoe in form attached hereto as Exhibit A no later than five (5) days after the effective date of this Agreement; ~~[No Attachment provided]~~
4. Change Bolarakis’s job title to “Director of Parks and Recreation” within 30 days of the effective date of this Agreement.

Commented [A1]: this needs to be provided before signing agreement

(B) ~~The NJMEL and~~ The Township and its liability insurer shall provide Plaintiffs with a gross settlement in the amount of \$800,000.00 (“Gross Settlement Amount”), so long as Plaintiffs do not revoke their acceptance of this Agreement in accordance with paragraph 19. The Gross Settlement Amount shall be payable as follows (the “Settlement Proceeds”):

1. A check in the amount of _____ made payable to McClure Burden, LLC, Plaintiffs’ attorneys, for attorneys’ fees and costs, ~~for which an IRS Form 1099 will be issued to Plaintiffs and McClure Burden, LLC;~~
2. A check in the amount of _____ made payable to Gabrielle Bolarakis ~~for which an IRS Form 1099 will be issued to Bolarakis;~~
3. A check in the amount of _____ made payable to Karin Parker ~~for which an IRS Form 1099 will be issued to Parker;~~
4. A check in the amount of _____ made payable to Angela DeVoe ~~for which an IRS Form W2 will be issued to DeVoe;~~ and
5. ~~A check in the amount of _____ made payable to Angela DeVoe for which an IRS Form 1099 will be issued to DeVoe.~~

The ~~NJMEL and/or~~ Township and/or its liability insurer shall forward the Settlement Proceeds via checks delivered to Kathryn K. McClure, Esq. McClure Burden, LLC (defined Herein As “Plaintiffs’ Attorneys”) within 20 days of ~~the NJMEL their~~ their receipt of all documents set forth in Paragraph 1(a) to (c), at the following address:

Kathryn K. McClure, Esq.
McClure Burden, LLC
25 Pompton Avenue, Suite 101
Verona, New Jersey 07044

The Parties acknowledge and agree that Plaintiffs Bolarakis’s and Parker’s compensation paid by the Township as set forth in Paragraph 1(A)(1) and (2) shall be subject to all standard payroll taxes and other applicable payroll deductions.

2. ~~The NJMEL acknowledges~~ The Township and its liability insurer acknowledge that the Settlement Proceeds paid to Plaintiffs Bolarakis and Parker are considered to be compensation for Plaintiff’s Bolarakis’s and Parker’s alleged emotional distress and legal fees. The Settlement Proceeds paid to Plaintiff DeVoe are considered to be for economic loss, alleged emotional distress and legal fees. Each Plaintiff acknowledges and agrees that the employee-portion of all federal and state income taxes and/or penalties relating to the payment of the \$800,000.00 Gross Settlement Amount are each Plaintiff’s sole responsibility. Plaintiffs further covenant and agree that they will defend and indemnify the Township and ~~NJMEL-its liability insurer~~ for the employee portion of any taxes and/or penalties sought from or assessed to Township and/or ~~the NJMEL-its liability insurer~~ by any state or federal governmental agency, including without limitation Social Security payroll taxes (“FICA”), state and/or federal disability payments, unemployment taxes, and/or state and/or federal income taxes arising from payment of the Gross Settlement Amount. Plaintiffs acknowledge and agree that neither the Township, ~~NJMEL-nor its liability insurer, nor their-their~~ attorneys have made any representations about the taxability of the Gross Settlement Amount.

3. Plaintiffs, for themselves and on behalf of their successors, spouses, heirs, beneficiaries, estates and assigns (individually and collectively referred to herein as “Releasors”) do hereby fully and forever release, remit, acquit, remise, hold harmless and discharge (the “Release”) the Township of Readington, ~~the NJMEL its liability insurer~~, and Sheola, as well as their respective past and present officials, agents, commissioners, attorneys, insurers, departments, volunteers, officers and employees (for individuals, said Release runs to them in their official and personal capacities), and all of their respective heirs, estates, successors and assigns, (hereinafter, individually and collectively referred to as “Releasees”), jointly and individually, from any and all liabilities, claims, causes of action, charges, appeals, complaints, obligations, costs, losses, damages, injuries, attorneys’ fees and other legal responsibilities, of any form or kind whatsoever, whether vested or contingent, which Releasors have, had or may have against Releasees from the beginning of time through the date of this Agreement, including without limitation any claims in law, equity, contract, tort, public policy, any claims or causes of action for breach of contract, negligence, retaliation, harassment and/or discrimination based upon, among other things, gender, sex, age or race, negligent or intentional infliction of emotional distress, defamation, any claims arising under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 6, et seq. (“ADEA”); Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. §§ 2000e, et seq., (“Title VII”); the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. §§ 1981, § 1983, et seq. (“Civil Rights Act”); the Civil Rights Act of 1991, as amended, 42 U.S.C. § 1981a, et seq. (“CRA of 1991”); the Americans with Disabilities Act, 42 U.S.C. §§ 12101, et seq. (“ADA”); the Family and Medical Leave Act, 29 U.S.C. §§ 2601, et seq. (“FMLA”); the Fair Labor Standards Act, 29 U.S.C. § 201, et seq. (“FLSA”); the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, et seq. (“ERISA”); the Equal Pay Act, 29 U.S.C. § 201, et seq., (EPA”); the Rehabilitation Act, 29 U.S.C. §§ 701, et seq. (“RA”); the Pregnancy Discrimination Act, 42 U.S.C. §§ 2000, et seq. (“PDA”); the Whistleblower Protection Statutes, 10 U.S.C. § 2409, 12 U.S.C. § 1831j, 31 U.S.C. § 5328, 41 U.S.C. § 265, (collectively as “WPS”); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. (“LAD”) including but not limited to the Diane B. Allen Equal Pay Act, the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, et seq. (“FLA”); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq. (“CEPA”); New Jersey Worker Freedom from Intimidation Act, N.J.S.A. 34:19-9 et seq.; the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, et seq. (“WHL”); the New Jersey Discrimination in Wages Law, N.J.S.A. 34:11-56.1, et seq. (“DWL”); the New Jersey Workers’ Compensation Law, N.J.S.A. 34:15-39.1, et seq. (“NJWC”); and the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, et seq. (“WPL), the United States Constitution, the New Jersey Constitution, or any other federal, state or local statute, ordinance or law whether such claims are known or unknown, unforeseen, unanticipated, unsuspected or latent, and any claims which were raised or could have been raised prior to the date of this Agreement, whether known or unknown, unforeseen, unanticipated, unsuspected or latent (all of the foregoing being collectively referred to as “Claims”).

Notwithstanding the foregoing, nothing in this Agreement shall bar any claim for any welfare benefits or vested retirement benefits regardless of when such claims arose.

Plaintiffs expressly understand and acknowledge that it is possible that unknown Claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs expressly accept and assume the risk of such unknown or underestimated losses or Claims and

acknowledge and agree that the benefits to be provided to them pursuant to this Agreement fully compensate them for such risks.

4. Plaintiffs promise and agree that they will not file, re-file, appeal, initiate or cause to be filed or initiated any Claim or other proceeding based upon, arising out of, or related to any facts, Claims or causes of action subsumed within the Release, nor shall they solicit, encourage, participate, assist or cooperate in any Claim against any of the Releasees, whether before a court or administrative agency, unless required to do so by law.

5. This Agreement is not an admission by any of the Parties and/or any of their agents, employees or representatives of any wrongdoing or liability and is being entered into solely for the purpose of economic expediency. There are no prevailing parties in this matter. The Settlement Sum is inclusive of attorneys' fees and costs.

6. Plaintiffs /Releasors agree that they shall not disparage or engage in any act which is intended, or reasonably may be expected to harm the reputation, mission or operations of any of the Plaintiffs or Releasees. However, nothing in this paragraph shall ~~not~~ be construed to impair Sheola's management, personnel and disciplinary obligations as they may relate to Plaintiffs Bolarakis and the Township Committee's management, personnel and disciplinary obligations as they may relate to Parker.

Commented [A2]: see changes - Parker is responsible to the Township Committee, not the Administrator

7. Plaintiffs represent and warrant that no other person or entity has any interest in the Claims that comprise or could have been raised in the Action or in any other demands, obligations, or causes of action referred to in this Agreement, and that they have the sole right and exclusive authority to execute this Agreement and receive the benefits specified. Plaintiffs further represent that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims which comprise the Action, or any other demands, obligations, or causes of action referred to in this Agreement. Plaintiffs further acknowledge that the only consideration for signing this Agreement are the terms stated in this Agreement, and that no other promise or agreement of any kind has been made to her by any person or entity whatsoever to cause them to sign this Agreement; that they are competent to execute this Agreement; that they have been advised in writing and given the opportunity to consult advisors, legal or otherwise, of their own choosing; and that they fully understand the meaning and intent of this Agreement. No change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by Plaintiffs, the Township and the NJMEL its liability insurer.

8. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications and to this end the provisions of this Agreement are declared to be severable.

9. No waiver or any breach of any term or provision of this Agreement shall be construed as, nor shall it be, a waiver of any other term of this Agreement. No waiver shall be binding unless in writing and signed by the Party waiving the breach.

10. This Agreement shall inure to the benefit of and be binding upon the heirs, representatives, successors, and assignees of each of the Parties to it. Each of the Releasors and

Releasees who are not signatories to this Agreement is intended to be a third-party beneficiary of this Agreement. Each such Party shall be entitled to enforce this Agreement and each of its terms.

11. This Agreement represents the entire agreement understanding between the Parties, constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof, and supersedes and replaces any and all prior agreements and understandings, both written and oral, concerning the subject matter hereof. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be changed or modified, except by a writing signed by the Parties hereto.

12. This Settlement Agreement will be governed by and construed under the laws of the State of New Jersey and shall not be construed for or against any Party based on attribution of drafting to any Party.

13. This Settlement Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

14. Each Plaintiff hereby covenants that if a Charles Jones search provided in Paragraph 1 discloses any outstanding judgement, or any other liens exist against the Settlement Proceeds set forth in paragraphs 1(B)(3) to (5), she will be obligated to and shall ensure that they are paid in full, compromised or satisfied and release by them. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien against the Township, ~~its liability insurerNJMEL~~ or Sheola each Plaintiff agrees that she will defend and indemnify the Township, ~~its liability insurerNJMEL~~ and Sheola from and against all such claims. This representation is intended to include all liens, past, present and future, including, but not limited to, governmental liens, Social Security liens, child support or custody liens, attorneys' liens, medical provider liens, Medicare and judgment liens. Plaintiff agrees to indemnify and hold the Township, ~~its liability insurerthe NJMEL~~ and Sheola and all of their insurance carriers harmless in connection with any claim made by reason of liens against or tax obligations associated with payment of the Settlement Proceeds set forth in paragraphs 1(B)(3) to (5). If a claim is hereafter made against the Township, ~~its liability insurerNJMEL~~ or Sheola, or their insurance carriers by anyone seeking payment of the liens, Plaintiffs will indemnify and hold the Township, the NJMEL and Sheola and their insurance carriers harmless for any such liens and/or defending against such a claim, including, but not limited, attorneys' fees, costs of suit, and interest.

15. Each Plaintiff represents and warrants that she is not Medicare eligible and/or enrolled and that Medicare has not (pursuant to 42 U.S.C. §1395y(b) and the corresponding regulations) made any conditional payments for medical services or items provided to each Plaintiff and arising from or relating to any claim, accident, occurrence, act, error, omission, bodily injury, disease, loss, or damages that are subject to the release herein. In consideration of the promises made by the Township, ~~its liability insurerNJMEL~~ and Sheola in this Agreement, including but not limited to payment of the Gross Settlement Sum, each Plaintiff agrees that she shall be responsible for satisfying any future claims for reimbursement of conditional payments that may be asserted by Medicare, and that the Releasees shall have no obligation to satisfy any such claims for reimbursement. Each Plaintiff and/or her estate agree to investigate and assume

any responsibility and/or liability to pay any current Medicare liens that may be related to the injury in question. Further, each Plaintiff and/or her estate agree to pay any future Medicare liens that may arise that are determined to be related to the injury that is the subject of the Action.

16. The Parties acknowledge and agree that an electronic signature/electronically executed versions of documents (a) through (e) enumerated in Paragraph 1, whether received through e-mail, facsimile and/or other electronic submission, shall have the same force and effect as an original signature and/or originally executed documents (a) through (d) enumerated in Paragraph 1.

17. The Parties agree that all representations and warranties made herein shall survive settlement.

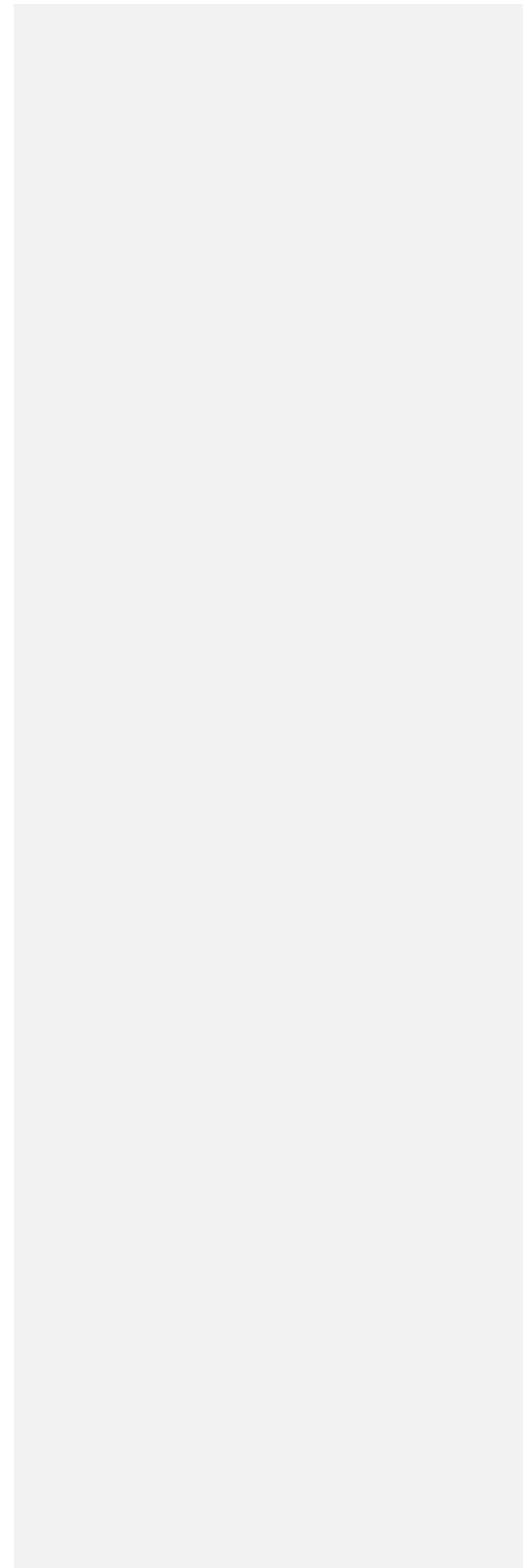
18. Each Party represents that it has had the opportunity to consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Agreement and signs this Agreement of its own free will. No Party to the Agreement has relied upon any representations or statements made by any other Party hereto or anyone else, which are not specifically set forth in this Agreement. The Parties each understand how this Agreement will affect their legal rights and voluntarily enter into this Agreement with such knowledge and understanding.

19. Plaintiffs understand that the Release given above includes, but is not limited to, a release and waiver of all rights or claims that Plaintiff might have under the Age Discrimination in Employment Act of 1967, as amended, and the Older Workers Benefit Protection Act. Plaintiffs acknowledge that they have twenty-one (21) days from the date that they received this Agreement to consider the terms of the Agreement. Plaintiffs understand that this Agreement may be executed prior to the expiration of the twenty-one (21) day period. Plaintiffs represent that they have consulted with an attorney before signing this Agreement. Plaintiffs agree that they have received consideration for this waiver to which they would not otherwise be entitled. Plaintiffs acknowledge that they are entering into this Agreement, and each of its provisions, knowingly and voluntarily. This Agreement is revokable by each Plaintiff for seven (7) days after it is signed by each Plaintiff. If each Plaintiff does not revoke this Agreement, it becomes effective on the eighth (8th) day after all three (3) Plaintiffs have signed it ("Effective Date"). If revoked, such notice of revocation shall be submitted by a Plaintiff in writing to Thomas Keenan, Esq. at tkeenand@keenandoris.com and Eric Harrison, Esq. at harrison@methwerb.com by no later than the close of business on the seventh (7th) day following the date the Plaintiff originally signed this Agreement.

20. This Settlement Agreement is executed voluntarily and without any duress, coercion or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims asserted in the Claim. The Parties acknowledge that:

- (a) They have read this Agreement;
- (b) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;

- (c) They understand the terms and consequences of this Agreement and of the releases it contains; and
- (d) They are fully aware of the legal and binding effect of this Agreement.



IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

DATE: _____
PLAINTIFF GABRIELLE BOLARAKIS

DATE: _____
PLAINTIFF ANGELA DEVOE

DATE: _____
PLAINTIFF KARIN PARKER

DATE: _____
MAYOR JUERGEN HUELSEBUSCH on behalf of the
Township of Readington

DATE: _____
~~NEW JERSEY MUNICIPAL EXCESS LIABILITY FUND,
On behalf of its insured, the TOWNSHIP OF READINGTON~~

DATE: _____
DEFENDANT RICHARD J. SHEOLA

Exhibit G

katy@mcclureburden.com

From: Richard Sheola <rsheola@readingtontwp-nj.org>
Sent: Monday, September 18, 2023 5:43 PM
To: Eric Harrison; Katy McClure; james@mcclureburden.com
Cc: Thomas Keenan
Subject: RE: Settlement - Bolarakis

October 16th.

Richard J. Sheola

Richard J. Sheola
Township Administrator/QPA
Township of Readington
509 Rt 523
Whitehouse Station, NJ 08889

908.534.4051 ext 224

If this email is a request for a public document pursuant to N.J.S.A. 47:1A-1 et. seq., the Open Public Records Act (OPRA) please be advised that requests can be submitted via email (opra@readingtontwp-nj.org), fax, regular mail or hand delivery. For your convenience, the link to our OPRA form is below should you prefer to submit your request using this form. Your request will be process when received. Thank you and please contact Karin Parker, Township Clerk, should you need further assistance.

https://www.readingtontwpnj.gov/images/clerk/Government_Records_Request_Form.pdf

From: Eric Harrison <harrison@methwerb.com>
Sent: Monday, September 18, 2023 5:28 PM
To: Katy McClure <katy@mcclureburden.com>; james@mcclureburden.com
Cc: Thomas Keenan <tkeen@keenandoris.com>
Subject: Settlement - Bolarakis

Guys – we cannot approve it tonight without signatures because the twp is willing to do this only if it gets rid of all 3 cases, and arguably if fewer than 3 plaintiffs sign a pre-approved agreement we have a binding settlement as to only 1 or 2, which is not acceptable to the municipality.

So we will need to wait until the October meeting.



Eric Harrison | Partner
Methfessel & Werbel, P.C.
2025 Lincoln Highway | Suite 200 | Edison, NJ 08818
Direct: 732-650-6511
Fax: 732-248-2355 | bio | www.methwerb.com

**New Jersey's Top
Insurance Law Firm
NJ Law Journal
7 Time Winner
2014-2017, 2020-2022**



Exhibit H

katy@mcclureburden.com

From: Eric Harrison <harrison@methwerb.com>
Sent: Monday, September 18, 2023 9:02 PM
To: katy@mcclureburden.com
Cc: Thomas Keenan; James Burden
Subject: Re: Bolarakis, et al v. Readington Twp - revised draft settlement agreement

Katy- since this arrived too late for the governing body to approve this evening, it will be presented for approval on October 16. Could you please put it all together as one clean document without tract changes, scan it and email it to us?

Eric L. Harrison
Methfessel & Werbel
2025 Lincoln Highway, Suite 200
P.O. Box 3012
Edison, N.J. 08818
W (732) 650-6511
C (732) 610-6881

THE INFORMATION CONTAINED IN THIS EMAIL COMMUNICATION IS INTENDED ONLY FOR THE PERSONAL AND CONFIDENTIAL USE OF THE DESIGNATED RECIPIENT NAMED ABOVE. This message may be an Attorney-Client communication, and as such is privileged and confidential. If the reader of this message is not the intended recipient, you are hereby notified that you have received this communication in error, and that any review, dissemination, distribution, or copying of the message is strictly prohibited. If you have received this transmission in error, please destroy this transmission and notify us immediately by telephone and/or reply email.

> On Sep 18, 2023, at 6:30 PM, katy@mcclureburden.com wrote:

>

Exhibit I

katy@mcclureburden.com

From: Eric Harrison <harrison@methwerb.com>
Sent: Friday, September 29, 2023 10:43 AM
To: katy@mcclureburden.com
Cc: James Burden; Thomas Keenan
Subject: Re: Bolarakis, et al v. Readington Twp - revised draft settlement agreement

Confirmed. I will let you know of any concerns or anything else that we may need.

Eric L. Harrison
Methfessel & Werbel
2025 Lincoln Highway, Suite 200
P.O. Box 3012
Edison, N.J. 08818

W (732) 650-6511
C (732) 610-6881

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On Sep 28, 2023, at 12:28 PM, katy@mcclureburden.com wrote:

Eric,

Please see attached. Please let me know if you have any questions. Please also confirm that this is going on the Committee's October 16, 2023 agenda.

Thank you, Katy

From: Eric Harrison <harrison@methwerb.com>
Sent: Tuesday, September 26, 2023 11:16 AM
To: Katy McClure <katy@mcclureburden.com>
Cc: James Burden <james@mcclureburden.com>; Thomas Keenan <tkeenan@keenandoris.com>
Subject: Re: Bolarakis, et al v. Readington Twp - revised draft settlement agreement

Good morning Katy. Just following up on this, so we don't have any last-minute scrambling.

Eric L. Harrison
Methfessel & Werbel
2025 Lincoln Highway, Suite 200
P.O. Box 3012
Edison, N.J. 08818

W (732) 650-6511

C (732) 610-6881

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On Sep 19, 2023, at 5:32 AM, Eric Harrison <harrison@methwerb.com> wrote:

Perhaps I'm less worldly than you think. We do not both know that.

The signed agreement will be presented for approval on 10/16. Please scan and send a single clean document before that date- Thank you.

Eric L. Harrison
Methfessel & Werbel
2025 Lincoln Highway, Suite 200
P.O. Box 3012
Edison, N.J. 08818

W (732) 650-6511

C (732) 610-6881

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On Sep 18, 2023, at 9:18 PM, Katy McClure
<katy@mcclureburden.com> wrote:

Eric.

As we both know, governing municipal bodies frequently approve forms of agreement agreed to by the parties without signature I see no reason why that cannot be down tonight with this agreement.

Regards, Katy

On Mon, Sep 18, 2023 at 9:01 PM Eric Harrison
<harrison@methwerb.com> wrote:

Katy- since this arrived too late for the governing body to approve this evening, it will be presented for approval on October 16. Could you please put it all together as one clean document without tract changes, scan it and email it to us?

Eric L. Harrison
Methfessel & Werbel
2025 Lincoln Highway, Suite 200
P.O. Box 3012
Edison, N.J. 08818
W (732) 650-6511
C (732) 610-6881

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> On Sep 18, 2023, at 6:30 PM, katy@mcclureburden.com wrote:
>

<Bolarakis Executed Settlement Agreement 9.28.23.pdf>

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is made by and between Plaintiffs Gabrielle Bolarakis (“Bolarakis”), Angela DeVoe (“DeVoe”) and Karin Parker (“Parker”) (“Plaintiffs”), on the one hand, and the Township of Readington (referred to herein as the “Township”), its liability insurer, and the Township itself, and Richard J. Sheola (“Sheola”). Plaintiffs, the Township, its liability insurer, and Sheola shall collectively be referred to herein as “the Parties” or individually as a “Party”. The Agreement shall be deemed entered into as of the date of signature of the last Party or Party representative to sign this Agreement.

WITNESSETH

WHEREAS, Plaintiffs filed suit against the Township and Sheola (by way of Complaint in a matter listed in the New Jersey Superior Court, Hunterdon County under Docket No. HUN-L-000391-22 (the “Action”); and

WHEREAS, the Parties have collectively agreed to resolve all claims that form the basis for the Action and wish to memorialize their settlement herein.

NOW THEREFORE, in consideration of the mutual promises and covenants made herein, the Parties agree as follows:

1. As consideration for the Release (as that term is defined in Paragraph 2, below) and Plaintiffs’ additional covenants set forth in this Agreement, following delivery to Eric L. Harrison, Esq., and Thomas Keenan, Esq., of (a) executed copies of this Agreement and the Stipulation of Dismissal with Prejudice attached hereto as Exhibit A signed by Plaintiffs and/or their attorney; (b) a copy of a clear Charles Jones search for each Plaintiff; and (c) executed W-9 forms from Plaintiffs and their attorneys,

(A) The Township shall:

1. Increase Bolarakis’s salary for 2023 to \$112,000.00 from \$86,850.00, consistent with Readington Township Salary Ordinance No. 20-2022, plus calculated longevity pursuant to Township Personnel Policy (salary differential to be paid retroactively to January 1, 2023 on the first payroll date following the effective date of this Agreement and in regular payroll payments thereafter);
2. Increase Parker’s salary for 2023 to \$112,000.00 from \$89,650.00, consistent with Readington Township Salary Ordinance No. 20-2022, plus calculated longevity pursuant to Township Personnel Policy (salary differential to be paid retroactively to January 1, 2023 on the first payroll date following the effective date of this Agreement and in regular payroll payments thereafter);
3. Issue a notarized UCC Licensure Letter for DeVoe in form attached hereto as Exhibit B no later than five (5) days after the effective date of this Agreement;
4. Change Bolarakis’s job title to “Director of Parks and Recreation” within 30 days of the effective date of this Agreement.

5. Provide a neutral reference to prospective employers for DeVoe.

(B) The Township and its liability insurer shall provide Plaintiffs with a gross settlement in the amount of \$800,000.00 ("Gross Settlement Amount"), so long as Plaintiffs do not revoke their acceptance of this Agreement in accordance with paragraph 19. The Gross Settlement Amount shall be payable as follows (the "Settlement Proceeds"):

1. A check in the amount of Three Hundred Thirty-Nine Thousand Four Hundred Seventeen Dollars and Fifty-Four Cents (\$339,417.54) made payable to McClure Burden, LLC, Plaintiffs' attorneys, for attorneys' fees and costs, which will be treated for tax purposes in a manner consistent with an IRS Form 1099 ;
2. A check in the amount of One Hundred Sixty-Nine Thousand Eight Hundred Dollars and Eighty-Two Cents (\$169,800.82) made payable to Gabrielle Bolarakis which will be treated for tax purposes in a manner consistent with an IRS Form 1099;
3. A check in the amount of One Hundred Fifteen Thousand and Nine Hundred Twenty Dollars and Eighty-Two Cents (\$115,920.82) made payable to Karin Parker which will be treated for tax purposes in a manner consistent with an IRS Form 1099;
4. A check in the amount of One Hundred Seventy-Four Thousand Eight Hundred Sixty Dollars and Eighty-Two Cents (\$174,860.82) made payable to Angela DeVoe which will be treated for tax purposes in a manner consistent with an IRS Form 1099.

(C) The Township and its liability insurer shall issue payment for the mediator's fee including making payment to the mediator Hon. Dennis F. Carey, III, P.J.Cv. (Ret.) and reimbursing the law firm Smith Eibeler, LLC, 101 Crawfords Corner Road, Suite 1-126, Holmdel, New Jersey 07733 Plaintiffs' \$1,500.00 mediator fee retainer.

The Township and/or its liability insurer shall forward the Settlement Proceeds via checks delivered to Kathryn K. McClure, Esq. McClure Burden, LLC (defined Herein As "Plaintiffs' Attorneys") within 20 days of their receipt of all documents set forth in Paragraph 1(a) to (c), at the following address:

Kathryn K. McClure, Esq.
McClure Burden, LLC
25 Pompton Avenue, Suite 101
Verona, New Jersey 07044

The Parties acknowledge and agree that Plaintiffs Bolarakis's and Parker's compensation paid by the Township as set forth in Paragraph 1(A)(1) and (2) shall be subject to all standard payroll taxes and other applicable payroll deductions.

2. The Township and its liability insurer acknowledge that the Settlement Proceeds paid to Plaintiffs Bolarakis and Parker are considered to be compensation for Plaintiff's Bolarakis's and Parker's alleged emotional distress and legal fees. The Settlement Proceeds paid

to Plaintiff DeVoe are considered to be for economic loss, alleged emotional distress and legal fees. Each Plaintiff acknowledges and agrees that the employee-portion of all federal and state income taxes and/or penalties relating to the payment of the \$800,000.00 Gross Settlement Amount are each Plaintiff's sole responsibility. Plaintiffs further covenant and agree that they will defend and indemnify the Township and its liability insurer for the employee portion of any taxes and/or penalties sought from or assessed to Township and/or its liability insurer by any state or federal governmental agency, including without limitation Social Security payroll taxes ("FICA"), state and/or federal disability payments, unemployment taxes, and/or state and/or federal income taxes arising from payment of the Gross Settlement Amount. Plaintiffs acknowledge and agree that neither the Township, nor its liability insurer, nor their attorneys have made any representations about the taxability of the Gross Settlement Amount.

3. Plaintiffs, for themselves and on behalf of their successors, spouses, heirs, beneficiaries, estates and assigns (individually and collectively referred to herein as "Releasors") do hereby fully and forever release, remit, acquit, remise, hold harmless and discharge (the "Release") the Township of Readington, its liability insurer, and Sheola, as well as their respective past and present officials, agents, commissioners, attorneys, insurers, departments, volunteers, officers and employees (for individuals, said Release runs to them in their official and personal capacities), and all of their respective heirs, estates, successors and assigns, (hereinafter, individually and collectively referred to as "Releasees"), jointly and individually, from any and all liabilities, claims, causes of action, charges, appeals, complaints, obligations, costs, losses, damages, injuries, attorneys' fees and other legal responsibilities, of any form or kind whatsoever, whether vested or contingent, which Releasors have, had or may have against Releasees from the beginning of time through the date of this Agreement, including without limitation any claims in law, equity, contract, tort, public policy, any claims or causes of action for breach of contract, negligence, retaliation, harassment and/or discrimination based upon, among other things, gender, sex, age or race, negligent or intentional infliction of emotional distress, defamation, any claims arising under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 6, *et seq.* ("ADEA"); Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. §§ 2000e, *et seq.*, ("Title VII"); the Reconstruction Era Civil Rights Act, as amended, 42 U.S.C. §§ 1981, § 1983, *et seq.* ("Civil Rights Act"); the Civil Rights Act of 1991, as amended, 42 U.S.C. § 1981a, *et seq.* ("CRA of 1991"); the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.* ("ADA"); the Family and Medical Leave Act, 29 U.S.C. §§ 2601, *et seq.* ("FMLA"); the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* ("FLSA"); the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001, *et seq.* ("ERISA"); the Equal Pay Act, 29 U.S.C. § 201, *et seq.* ("EPA"); the Rehabilitation Act, 29 U.S.C. §§ 701, *et seq.* ("RA"); the Pregnancy Discrimination Act, 42 U.S.C. §§ 2000, *et seq.* ("PDA"); the Whistleblower Protection Statutes, 10 U.S.C. § 2409, 12 U.S.C. § 1831j, 31 U.S.C. § 5328, 41 U.S.C. § 265, (collectively as "WPS"); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, *et seq.*; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, *et seq.* ("LAD") including but not limited to the Diane B. Allen Equal Pay Act, the New Jersey Family Leave Act, N.J.S.A. 34:11B-1, *et seq.* ("FLA"); the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, *et seq.* ("CEPA"); New Jersey Worker Freedom from Intimidation Act, N.J.S.A. 34:19-9 *et seq.*; the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a, *et seq.* ("WHL"); the New Jersey Discrimination in Wages Law, N.J.S.A. 34:11-56.1, *et seq.* ("DWL"); the New Jersey Workers' Compensation Law, N.J.S.A. 34:15-39.1, *et seq.* ("NJWC"); and the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, *et seq.* ("WPL), the United States Constitution, the New Jersey Constitution, or any other federal, state or local statute, ordinance or

law whether such claims are known or unknown, unforeseen, unanticipated, unsuspected or latent, and any claims which were raised or could have been raised prior to the date of this Agreement, whether known or unknown, unforeseen, unanticipated, unsuspected or latent (all of the foregoing being collectively referred to as "Claims").

Notwithstanding the foregoing, nothing in this Agreement shall bar any claim for any welfare benefits or vested retirement benefits regardless of when such claims arose.

Plaintiffs expressly understand and acknowledge that it is possible that unknown Claims exist or that present losses may have been underestimated in amount or severity. Plaintiffs expressly accept and assume the risk of such unknown or underestimated losses or Claims and acknowledge and agree that the benefits to be provided to them pursuant to this Agreement fully compensate them for such risks.

4. Plaintiffs promise and agree that they will not file, re-file, appeal, initiate or cause to be filed or initiated any Claim or other proceeding based upon, arising out of, or related to any facts, Claims or causes of action subsumed within the Release, nor shall they solicit, encourage, participate, assist or cooperate in any Claim against any of the Releasees, whether before a court or administrative agency, unless required to do so by law.

5. This Agreement is not an admission by any of the Parties and/or any of their agents, employees or representatives of any wrongdoing or liability and is being entered into solely for the purpose of economic expediency. There are no prevailing parties in this matter. The Settlement Sum is inclusive of attorneys' fees and costs.

6. Plaintiffs /Releasors agree that they shall not disparage or engage in any act which is intended, or reasonably may be expected to harm the reputation, mission or operations of any of the Plaintiffs or Releasees. However, nothing in this paragraph shall be construed to impair Sheola's management, personnel and disciplinary obligations as they may relate to Plaintiff Bolarakis and the Township Committee's management, personnel and disciplinary obligations as they may relate to Plaintiff Parker.

7. Plaintiffs represent and warrant that no other person or entity has any interest in the Claims that comprise or could have been raised in the Action or in any other demands, obligations, or causes of action referred to in this Agreement, and that they have the sole right and exclusive authority to execute this Agreement and receive the benefits specified. Plaintiffs further represent that they have not sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims which comprise the Action, or any other demands, obligations, or causes of action referred to in this Agreement. Plaintiffs further acknowledge that the only consideration for signing this Agreement are the terms stated in this Agreement, and that no other promise or agreement of any kind has been made to her by any person or entity whatsoever to cause them to sign this Agreement; that they are competent to execute this Agreement; that they have been advised in writing and given the opportunity to consult advisors, legal or otherwise, of their own choosing; and that they fully understand the meaning and intent of this Agreement. No change to or modification of this Agreement shall be valid or binding unless it is in writing and signed by Plaintiffs, the Township and its liability insurer.

8. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications and to this end the provisions of this Agreement are declared to be severable.

9. No waiver or any breach of any term or provision of this Agreement shall be construed as, nor shall it be, a waiver of any other term of this Agreement. No waiver shall be binding unless in writing and signed by the Party waiving the breach.

10. This Agreement shall inure to the benefit of and be binding upon the heirs, representatives, successors, and assignees of each of the Parties to it. Each of the Releasors and Releasees who are not signatories to this Agreement is intended to be a third-party beneficiary of this Agreement. Each such Party shall be entitled to enforce this Agreement and each of its terms.

11. This Agreement represents the entire agreement understanding between the Parties, constitutes the complete, final and exclusive embodiment of their agreement with respect to the subject matter hereof, and supersedes and replaces any and all prior agreements and understandings, both written and oral, concerning the subject matter hereof. The terms of this Agreement are contractual and not mere recitals. This Agreement may not be changed or modified, except by a writing signed by the Parties hereto.

12. This Settlement Agreement will be governed by and construed under the laws of the State of New Jersey and shall not be construed for or against any Party based on attribution of drafting to any Party.

13. This Settlement Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

14. Each Plaintiff hereby covenants that if a Charles Jones search provided in Paragraph 1 discloses any outstanding judgement, or any other liens exist against the Settlement Proceeds set forth in paragraphs 1(B)(3) to (5), she will be obligated to and shall ensure that they are paid in full, compromised or satisfied and release by them. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien against the Township, its liability insurer or Sheola each Plaintiff agrees that she will defend and indemnify the Township, its liability insurer and Sheola from and against all such claims. This representation is intended to include all liens, past, present and future, including, but not limited to, governmental liens, Social Security liens, child support or custody liens, attorneys' liens, medical provider liens, Medicare and judgment liens. Plaintiff agrees to indemnify and hold the Township, its liability insurer and Sheola and all of their insurance carriers harmless in connection with any claim made by reason of liens against or tax obligations associated with payment of the Settlement Proceeds set forth in paragraphs 1(B)(3) to (5). If a claim is hereafter made against the Township, its liability insurer or Sheola, or their insurance carriers by anyone seeking payment of the liens, Plaintiffs will indemnify and hold the Township, the NJMEL and Sheola and their insurance carriers harmless for any such liens and/or defending against such a claim, including, but not limited, attorneys' fees, costs of suit, and interest.

15. Each Plaintiff represents and warrants that she is not Medicare eligible and/or enrolled and that Medicare has not (pursuant to 42 U.S.C. §1395y(b) and the corresponding regulations) made any conditional payments for medical services or items provided to each Plaintiff and arising from or relating to any claim, accident, occurrence, act, error, omission, bodily injury, disease, loss, or damages that are subject to the release herein. In consideration of the promises made by the Township, its liability insurer and Sheola in this Agreement, including but not limited to payment of the Gross Settlement Sum, each Plaintiff agrees that she shall be responsible for satisfying any future claims for reimbursement of conditional payments that may be asserted by Medicare, and that the Releasees shall have no obligation to satisfy any such claims for reimbursement. Each Plaintiff and/or her estate agree to investigate and assume any responsibility and/or liability to pay any current Medicare liens that may be related to the injury in question. Further, each Plaintiff and/or her estate agree to pay any future Medicare liens that may arise that are determined to be related to the injury that is the subject of the Action.

16. The Parties acknowledge and agree that an electronic signature/electronically executed versions of documents (a) through (e) enumerated in Paragraph 1, whether received through e-mail, facsimile and/or other electronic submission, shall have the same force and effect as an original signature and/or originally executed documents (a) through (d) enumerated in Paragraph 1.

17. The Parties agree that all representations and warranties made herein shall survive settlement.

18. Each Party represents that it has had the opportunity to consult with an attorney and has carefully read and understands the scope and effect of the provisions of this Agreement and signs this Agreement of its own free will. No Party to the Agreement has relied upon any representations or statements made by any other Party hereto or anyone else, which are not specifically set forth in this Agreement. The Parties each understand how this Agreement will affect their legal rights and voluntarily enter into this Agreement with such knowledge and understanding.

19. Plaintiffs understand that the Release given above includes, but is not limited to, a release and waiver of all rights or claims that Plaintiff might have under the Age Discrimination in Employment Act of 1967, as amended, and the Older Workers Benefit Protection Act. Plaintiffs acknowledge that they have twenty-one (21) days from the date that they received this Agreement to consider the terms of the Agreement. Plaintiffs understand that this Agreement may be executed prior to the expiration of the twenty-one (21) day period. Plaintiffs represent that they have consulted with an attorney before signing this Agreement. Plaintiffs agree that they have received consideration for this waiver to which they would not otherwise be entitled. Plaintiffs acknowledge that they are entering into this Agreement, and each of its provisions, knowingly and voluntarily. This Agreement is revokable by each Plaintiff for seven (7) days after it is signed by each Plaintiff. If each Plaintiff does not revoke this Agreement, it becomes effective on the eighth (8th) day after all three (3) Plaintiffs have signed it ("Effective Date"). If revoked, such notice of revocation shall be submitted by a Plaintiff in writing to Thomas Keenan, Esq. at tkeen@keenandoris.com and Eric Harrison, Esq. at harrison@methwerb.com by no later than the close of business on the seventh (7th) day following the date the Plaintiff originally signed this Agreement.

20. This Settlement Agreement is executed voluntarily and without any duress, coercion or undue influence on the part or behalf of the Parties hereto, with the full intent of releasing all claims asserted in the Claim. The Parties acknowledge that:

- (a) They have read this Agreement;
- (b) They have been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of their own choice or that they have voluntarily declined to seek such counsel;
- (c) They understand the terms and consequences of this Agreement and of the releases it contains; and
- (d) They are fully aware of the legal and binding effect of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

DATE: 9/18/23


PLAINTIFF GABRIELLE BOLARAKIS

DATE:

PLAINTIFF ANGELA DEVOE

DATE:

PLAINTIFF KARIN PARKER

DATE:

MAYOR JUERGEN HUELSEBUSCH on behalf of the
Township of Readington

DATE:

DEFENDANT RICHARD J. SHEOLA

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

DATE:

PLAINTIFF GABRIELLE BOLARAKIS



DATE:

PLAINTIFF ANGELA DEVOE

DATE:

PLAINTIFF KARIN PARKER

DATE:

MAYOR JUERGEN HUELSEBUSCH on behalf of the
Township of Readington

DATE:

DEFENDANT RICHARD J. SHEOLA

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

DATE:

PLAINTIFF GABRIELLE BOLARAKIS

DATE:

PLAINTIFF ANGELA DEVOE

DATE:
September 18, 2023



PLAINTIFF KARIN PARKER

DATE:

MAYOR JUERGEN HUELSEBUSCH on behalf of the
Township of Readington

DATE:

DEFENDANT RICHARD J. SHEOLA

EXHIBIT A

EXHIBIT A

McClure Burden LLC
Kathryn K. McClure, Esq. ID#037462004
25 Pompton Avenue, Suite 101
Verona, New Jersey 07044
(862) 323-0422
katy@mcclureburden.com
Attorneys for Plaintiffs Gabrielle Bolarakis, Angela DeVoe
and Karin Parker

GABRIELLE BOLARAKIS,
ANGELA DEVOE, and
KARIN PARKER,

Plaintiffs,

v.

TOWNSHIP OF READINGTON, RICHARD
J. SHEOLA, individually and in his official
capacity, and JOHN and JANE DOES (1-
10)(fictitious names of unknown persons),

Defendants.

SUPERIOR COURT OF NEW
JERSEY
LAW DIVISION: HUNTERDON
COUNTY
DOCKET NO.: HNT-L-000391-22

Civil Action

**STIPULATION OF
DISMISSAL WITH PREJUDICE**

It is hereby stipulated and agreed by and between the undersigned attorneys for all parties to this matter in the above-entitled action, that all claims are hereby dismissed with prejudice and without costs or fees to any party.

The undersigned agree to the terms and entry of the within Stipulation:

Katy McClure, Esq.
McClure Burden, LLC
Attorneys for Plaintiffs Gabrielle Bolarakis,
Angela DeVoe and Karin Parker
Dated: September , 2023

Eric. L. Harrison, Esq.
Methfessel & Werbel
Attorneys for Richard J. Sheola
Dated: September , 2023

Thomas Keenan, Esq.
Keenan & Doris
Attorneys for Township of Readington
Dated: September , 2023

EXHIBIT B

July 27, 2023
Mr. John A. Delesandro, Supervisor of Licensing
Division of Codes & Standards
New Jersey Department of Community Affairs
PO Box 802
Trenton, New Jersey 08625-0802

Dear Mr. Delesandro:

This is to certify that Angela DeVoe was employed full time by the Township of Readington from June 28, 2019 through July 31, 2022 working a minimum of 35 hours per week in the position of Construction Official and Plumbing Subcode Official. During her tenure she performed plumbing, building, and fire inspections on a full time basis.

Very truly yours,

Richard Sheola,
Township Administrator

NOTARY AUTHORIZATIONS MUST INCLUDE:
"Subscribed and sworn to before me this day/month/year"
Printed Name and Address of Notary
State from which Notary is Commissioned
Date of Commission Expiration
Authorized Signature of Notary
Notary Seal

McClure Burden, LLC

Kathryn K. McClure, Esq. ID# 037462004

James Burden, Esq. ID#03331991

25 Pompton Avenue, Suite 101

Verona, New Jersey 07044

Tel: (862) 323-0422

E-mail: katy@mcclureburden.com

Attorneys for Plaintiffs Gabrielle Bolarakis,

Angela DeVoe and Karin Parker

GABRIELLE BOLARAKIS,
ANGELA DEVOE, and
KARIN PARKER,

Plaintiffs,

v.

TOWNSHIP OF READINGTON,
RICHARD J. SHEOLA, individually and
in his official capacity, and JOHN and
JANE DOES (1-10)(fictitious names of
unknown persons),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUNTERDON COUNTY
DOCKET NO.: HUN-L-000391-22

Civil Action

**PLAINTIFF'S BRIEF IN SUPPORT OF MOTION
TO ENFORCE SETTLEMENT**

Of Counsel and on the Brief:

Kathryn K. McClure, Esq.

James E. Burden, Esq.

Dated: October 18, 2023

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PRELIMINARY STATEMENT

This brief is respectfully submitted in support of Plaintiffs Gabrielle Bolarakis's, Angela DeVoe's, and Karin Parker's ("Plaintiffs") Motion to Enforce Settlement. On July 26, 2023, at the conclusion of court-ordered mediation, Plaintiffs and Defendants Township of Readington ("Township" or "Readington") and Richard J. Sheola ("Sheola") reached a settlement of Plaintiffs' claims pursuant to the New Jersey Law Against Discrimination and the Diane B. Allen Equal Pay Act. The material terms of the settlement were subsequently reduced to a Memorandum of Material Terms and a Settlement Agreement and Release ("Settlement Agreement") of Plaintiffs' claims both of which were executed by all three (3) Plaintiffs. To date, in nearly three (3) months, Defendants Township and Sheola have refused to accept and honor the settlement.

Most recently, the Defendant Township's governing Committee included on its October 16, 2023 Executive Session Agenda approval of the final form of Settlement Agreement, approved by defense counsel, and signed by all Plaintiffs. The Settlement Agreement executed by all Plaintiffs was provided to defense counsel, at their request, on September 28, 2023. Upon information and belief, the Defendant Township Committee did not approve the Settlement Agreement on October 16, 2023, 2.5 months after the settlement was reached on July 26, 2023.

For all the reasons set forth herein, it is respectfully submitted that the Court grant Plaintiffs' Motion to Enforce Settlement.

STATEMENT OF FACTS

On September 22, 2022, Plaintiffs commenced this action against Defendant Township of Readington (“Township” or “Readington”), the current employer of Plaintiffs Bolarakis and Parker and former employer of Plaintiff DeVoe, and Defendant Richard J. Sheola (“Sheola”), the Township Administrator for the Defendant Township (“Defendants”). Plaintiffs allege Defendants have violated the Diane B. Allen Equal Pay Act (“Equal Pay Act”), including unlawful discrimination in pay based upon sex/gender, and retaliation, as well as engaging in sex/gender discrimination, and retaliation in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. (“LAD”). (See, McClure Cert¹, Ex. A, Complaint.) On December 7, 2022, Thomas A. Keenan, Esq., filed an Answer on behalf of Defendants Township and Sheola. (See, McClure Cert., Ex. B, Answer.)

On March 14, 2023, the Court ordered this matter referred to mediation. (McClure Cert., ¶15.) On March 31, 2023, Mr. Keenan withdrew as counsel for Defendant Sheola and Eric Harrison, Esq., of Methfessel & Werbel, filed a Substitution of Attorney with the Court on behalf of Defendant Sheola. (McClure Cert., ¶16.) On April 3, 2023, the Court entered a Case Management Order, Paragraph 3 of which required the parties to “schedule mediation with a mutually agreed upon mediator by May 18, 2023.” (See, McClure Cert., Ex. C, Order.)

On April 19, 2023, the parties agreed to mediate this matter with the Hon. Dennis F. Carey III, P.J.Cv. (Ret.). On April 21, 2023, the parties scheduled mediation to take place with Judge Carey on May 23, 2023. On May 15, 2023, counsel for defense counsel advised via e-mail

¹ Citations to the “McClure Cert.” are to the October 18, 2023 Certification of Kathryn K. McClure submitted in support of Plaintiffs’ Motion to Enforce Settlement.

that Defendants needed to reschedule the May 23, 2023 mediation. Court-ordered mediation was then rescheduled to July 26, 2023, via Zoom, with Judge Carey. (McClure Cert., ¶18.)

At the conclusion of mediation on July 26, 2023, the parties agreed to settle the matter on the following terms, which Defendants agreed to:

- a. Make a settlement payment in the total amount of \$800,000.00 to Plaintiffs, inclusive of attorneys' fees;
- b. Increase Plaintiff Bolarakis's salary to \$112,000.00 retroactive to January 1, 2023;
- c. Increase Plaintiff Parker's salary to \$112,000.00 retroactive to January 1, 2023;
- d. Pay all mediator's fees;
- e. Issue a UCC License Letter to Plaintiff DeVoe; and
- f. Change Plaintiff Bolarakis's job title to "Director of Parks and Recreation."

(McClure Cert., ¶19.)

Judge Carey advised me and Plaintiffs that defense counsel would provide us with a material term sheet and to advise him if the parties required any assistance with same. Plaintiffs and I waited for approximately 45 minutes and no proposed material term sheet was forthcoming. Accordingly, I emailed counsel for Defendants on July 26, 2023, at 4:36 p.m. and asked when Plaintiffs and I could expect to receive a material term sheet. Mr. Harrison responded at 4:43 p.m., "Katie [sic] – you are welcome to ride [sic] up a proposed term sheet. Otherwise, I expect I will get to it at some point this evening." In response, at 5:39 p.m., I agreed to draft a material term sheet and circulate it. Mr. Harrison responded on July 26, 2023, at 7:14 p.m., "Okay, we'll await your proposed term sheet." (McClure Cert., ¶¶10-11; Ex. D.)

On August 9, 2023, Plaintiffs provided counsel for Defendants with a written Memorandum of Settlement Terms, containing all of the material terms of the settlement, executed by each Plaintiff. (McClure Cert., Ex. E.) On or about September 5, 2023, at 7:05 p.m., Mr. Harrison e-mailed me with a copy to Mr. Keenan stating:

Katy –
Congratulations – we have a settlement subject to the negotiation of a mutually acceptable written agreement.

Tom [Keenan] is away this week, I have a jammed schedule, and I will be away on vacation next week. I would encourage you, if you have the time, to draft an agreement, which we will share with our clients, discuss among ourselves and likely get back to you with any proposed revisions... by end of next week.

(McClure Cert., Ex. F.)

On September 12, 2023, I provided a draft Settlement Agreement and Release (“Settlement Agreement”) to counsel for Defendants. On September 14, 2023, counsel for Defendants returned the draft Settlement Agreement with redline revisions. (See, McClure Cert., Ex. F, the parties’ September 12 and 14, 2023 e-mail communications and Defendants’ September 14, 2023 draft Settlement Agreement with proposed revisions.)

On September 18, 2023, Mr. Harrison requested that I provide him, Mr. Keenan, and Defendant Sheola with a copy of the final form of Settlement Agreement that counsel for the parties had agreed upon that afternoon signed by all three (3) Plaintiffs. The parties’ intention was to present the final form of Settlement Agreement executed by Plaintiffs to the Defendant Township Committee for approval on the evening of September 18, 2023. (McClure Cert., ¶15.) While Plaintiffs did forward an executed copy of the final form of Settlement Agreement to

counsel for Defendants and Defendant Sheola on September 18, 2023, Mr. Harrison advised via e-mail at 5:28 p.m.:

Guys – we cannot approve it tonight without signatures because the twp is willing to do this only if it gets rid of all 3 cases, and arguably if fewer than 3 plaintiffs sign a pre-approved agreement we have a binding settlement as to only 1 or 2, which is not acceptable to the municipality.

So we will need to wait until the October meeting.

(McClure Cert., Ex. G.)

Defendant Sheola responded on September 18, 2023, at 5:43 p.m. “October 16th.” Id.

Subsequently, on September 18, 2023, Mr. Harrison e-mailed, with a copy to Mr. Keenan:

Katy – since this arrived too late for the governing body to approve this evening, it will be presented for approval on October 16. Could you please put it all together as one clean document without tract [sic] changes, scan it and email it to us?

(McClure Cert., Ex. H.)

At defense counsel’s request, on September 28, 2023, Plaintiffs provided via e-mail the Settlement Agreement, fully executed by Plaintiffs, to counsel for Defendants and requested confirmation that it would be presented to the Defendant Township Committee on October 16, 2023. On September 29, 2023, Mr. Harrison “confirmed” that the Settlement Agreement executed and provided by Plaintiffs was acceptable, per his September 5, 2023 e-mail stating:

Congratulations – we have a settlement to the negotiation of a mutually acceptable written agreement.

(McClure Cert., ¶15; Exs. F and I.)

Mr. Harrison further confirmed the final form of Settlement Agreement executed by Plaintiffs would be presented to the Defendant Township Committee on October 16, 2023. (McClure Cert., Ex. I, September 28, 2023 e-mail to counsel for Defendants with the final Settlement Agreement executed by Plaintiffs Bolarakis, DeVoe and Parker, and Mr. Harrison's September 29, 2023 confirmation.)

Mr. Harrison acted with apparent authority on behalf of Defendants Township of Readington and Sheola when he confirmed the terms of the settlement set forth in the Settlement Agreement executed by Plaintiffs Bolarakis, DeVoe and Parker. Id. After having agreed to the settlement in writing, the Defendant Township Committee met in Executive Session on October 16, 2023, and, upon information and belief, did not vote to approve the Settlement Agreement. (McClure Cert., ¶122.)

Although Mr. Harrison confirmed the material terms of the settlement in his September 5, 2023 e-mail (see, Ex. F), and Plaintiffs have given Defendants nearly three (3) months to approve of the parties' written settlement agreement on terms arrived upon as a result of court-ordered mediation on July 26, 2023, Defendant Township of Readington's governing Committee has inexplicably refused to accept the terms of the parties' written settlement agreement. As a result, Plaintiffs are filing this motion to enforce the agreed upon settlement. (McClure Cert., ¶123.)

For the reasons set forth herein, Plaintiffs' Motion to Enforce the Settlement should be granted and because the underlying case sought relief under the LAD and Equal Pay Act. Plaintiffs are also entitled to an award of counsel fees and costs for having to file this motion.

LEGAL ARGUMENT

**PLAINTIFFS' MOTION TO ENFORCE THE SETTLEMENT
SHOULD BE GRANTED.**

Between July 26, 2023 and September 5, 2023, Plaintiffs Bolarakis, DeVoe and Parker and Defendants Township of Readington and Sheola formed an enforceable contract to settle by and through their counsels' emails. As the Supreme Court held in Weichert Co. Realtors v. Ryan, 128 N.J. 427, 435 (1992), "A contract is formed where there is an offer and acceptance and terms sufficiently definite that the performance to be rendered by each party can be ascertained with reasonable certainty." Here, by and through the parties e-mail communications between July 26, 2023 court-ordered mediation, the parties' August 9, 2023 Memorandum of Settlement Terms (including all of the material terms of the settlement and signed by Plaintiffs), and Mr. Harrison's September 5, 2023 e-mail stating, "Congratulations – we have a settlement subject to the negotiation of a mutually acceptable written agreement[,]” the case was settled on the following terms in which Defendants agreed to:

- a. Make a settlement payment in the total amount of \$800,000.00 to Plaintiffs, inclusive of attorneys' fees;
- b. Increase Plaintiff Bolarakis's salary to \$112,000.00 retroactive to January 1, 2023;
- c. Increase Plaintiff Parker's salary to \$112,000.00 retroactive to January 1, 2023;
- d. Pay all mediator's fees;
- e. Issue a UCC License Letter to Plaintiff DeVoe; and
- f. Change Plaintiff Bolarakis's job title to "Director of Parks and Recreation."

In United States v. Lightman, 988 F.Supp. 448, 458 (D.N.J. 1997), the District Court cited Weichert, supra and upheld a complicated, multi-million dollar funding agreement in a Superfund environmental matter because “an agreement-in-principle for all material terms” had been reached. Lightman, 988 F.Supp. at 459.]

The public policy of New Jersey favors settlements. Bistricher v. Bistricher, 231 N.J.Super. 143, 151 (Chan. Div. 1987) (“the policy of our court system is to encourage settlement and the court should ‘strain’ to uphold settlements”); see also, Borough of Haledon v. Borough of North Haledon, 358 N.J.Super. 289, 305 (App. Div. 2003); Jannarone v. W.T. Co., 65 N.J.Super. 472, 476-77 (App. Div. 1961); Judson v. Peoples Bank & Trust Co., 25 N.J. 17, 35, (1957).

This policy is so strong that our Supreme Court ruled that a defendant could not disavow a settlement without a hearing even when a significant fact was withheld in discovery. Nolan v. Lee Ho, 120 N.J. 465, 472 (1990). The Supreme Court held:

A settlement agreement between the parties to a lawsuit is a contract. Pascarella v. Bruck, 190 N.J.Super. 118, 124, 462 A.2d 186 (App. Div.), *certif. denied*, 94 N.J. 600, 468 A.2d 233 (1983). “Settlement of litigation ranks high in our public policy.” Jannarone v. W.T. Co., 65 N.J.Super. 472, 168 A.2d 72 (App. Div.), *certif. denied*, 35 N.J. 61, 171 A.2d 147 (1961). Consequently, our courts have refused to vacate final settlements absent compelling circumstances. In general, settlement agreements will be honored “absent a demonstration of ‘fraud or other compelling circumstances.’” Pascarella, supra, 190 N.J.Super. at 125, 462 A.2d 186 (quoting Honeywell v. Bubb, 130 N.J.Super. 130, 136, 325 A.2d 832 (App. Div. 1974)). Before vacating a settlement agreement, our courts require “clear and convincing proof” that the agreement should be vacated. DeCaro v. DeCaro, 13 N.J. 36, 97 A.2d 658 (1953).

[Nolan, 120 N.J. at 472.]

Because the parties herein have a writing clearly outlining the material terms of a settlement, this Court can simply enforce the settlement under the material terms agreed

upon in the final form of Settlement Agreement signed by all three Plaintiffs and provided to counsel for Defendants and Defendant Sheola on September 28, 2023 (see, McClure Cert., Ex. I) as the Appellate Division did in Hagrish v. Olson, 254 N.J.Super. 133, 139 (App. Div. 1992). The court in Williams v. Vito, 365 N.J.Super. 225, 235 (Law Div. 2003), similarly simply enforced an agreement to settle. See also, Berg Agency v. Sleepworld-Willingboro, Inc., 136 N.J.Super. 369, 377 (App. Div. 1975), and Jannarone, 65 N.J.Super. at 476-477 (App. Div. 1961)(finding that the failure to execute release documents does not void an agreement to settle or render it deficient.) In Berg, the Appellate Division held, “So long as the basic essentials are sufficiently definite, any gap left by the parties should not frustrate their intention to be bound.” Berg, 136 N.J.Super. at 377.

In Williams, the court cited the strong public policy favoring settlements in finding that the plaintiff’s “after-thoughts” could not abrogate a settlement. There, the court noted that “the proposition that a case is not settled until the last ‘l’ is dotted and the last ‘t’ is crossed on a written agreement carries the germ of mischief.” Williams, 365 N.J.Super. at 232. In this case, at a minimum, the parties’ September 28 and 29, 2023 e-mails confirming receipt of final form of Settlement Agreement executed by Plaintiffs Bolarakis, DeVoe and Parker clearly set forth the material terms of the settlement as “confirmed” by counsel for Defendants. (See, McClure Cert., ¶¶19-20, Ex. F and I.) There is no ambiguity in the terms of the settlement and it is clear that the parties counsel had authority to settle the claims. (Id.) Thus, Plaintiffs respectfully request that this Court bring this matter to a complete and final end by enforcing the settlement reached by the parties on July 26, 2023 as memorialized in a mutually agreed final

form of Settlement Agreement signed by all Plaintiffs and entering an Order enforcing the settlement.

In addition, when Plaintiffs prevail on this motion, under the LAD's fee-shifting provisions, Plaintiffs respectfully submit that they should receive fees and costs for their counsel's efforts required to enforce the settlement.

CONCLUSION

For all of the foregoing reasons, Plaintiffs' Motion to Enforce Settlement should be granted.

Respectfully submitted,
McCLURE BURDEN, LLC

By: /s/ Kathryn K. McClure
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Dated: October 18, 2023