

FRED BONDA, PRO SE
829 Wyoming Avenue
Elizabeth, New Jersey 07208
(908) 966-2582

RECEIVED
Superior Court of New Jersey
MAY 30 2013
CIVIL CASE MANAGEMENT
UNION COUNTY

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: UNION COUNTY
DOCKET NO.: UNN-

CIVIL ACTION

COMPLAINT & JURY DEMAND

FRED BONDA,
Plaintiff,
v.
CITY OF ELIZABETH, ELIZABETH FIRE
DEPARTMENT, CHRISTIAN
BOLLWAGE, Individually and In His
Official Capacity, ONORFIO VITULLO,
Individually and In His Official Capacity,
EDWARD SISK, Individually and In His
Official Capacity, THOMAS McNAMARA,
Individually and In His Official Capacity, and
MARK CHAI, Individually and In His
Official Capacity,
Defendants.

Plaintiff, Fred Bonda (hereinafter "Plaintiff" or "Mr. Bonda"), residing at 829 Wyoming Avenue, in the City of Elizabeth, County of Union, State of New Jersey, by way of Complaint says:

NATURE OF THIS ACTION

1. Plaintiff brings this action to remedy retaliation in violation of the New Jersey

Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq., ("CEPA") and discrimination and retaliation in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq.,

("LAD").

COUNT ONE
VIOLATION OF THE CONSCIENTIOUS EMPLOYEE PROTECTION ACT

2. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs as if fully set forth herein.

3. During all times relevant to this cause of action, Plaintiff was an "employee" of the Defendant City of Elizabeth ("City") and the Elizabeth Fire Department ("EFD") as that term is defined by CEPA.

4. During all times relevant to this cause of action, Defendant City of Elizabeth was a governmental unit, with its principal place of business located at 50 Winfield Scott Plaza, in the City of Elizabeth, County of Union, State of New Jersey.

5. The Defendant City of Elizabeth is a governmental unit which controls the operations and employees of Defendant Elizabeth Fire Department.

6. The Defendant EFD is a governmental unit of Defendant City, with its principal place of business located at 411 Irvington Avenue, in the City of Elizabeth, County of Union, State of New Jersey. Defendant EFD is responsible for providing fire protection and emergency medical services to the citizens of the City and controls the operations of the EFD's officers and employees.

7. Defendants City and EFD are Plaintiff's "employers" as that term is defined by CEPA.

8. During all times relevant to this cause of action, Defendant Christian Bollwage ("Bollwage"), an individual residing at 113 Coolidge Road, in the City of Elizabeth, County of Union, State of New Jersey, was Mayor of Defendant City of Elizabeth and, as such, was Plaintiff's "supervisor" as that term is defined by CEPA.

9. During all times relevant to this cause of action, Defendant Onofrio Vitullo

harassment and retaliation for engaging in activity protected by CBPA. Defendants' systematic

15. Since in or about February 1996, Defendants have subjected Plaintiff to a pattern of expectations.

14. During all times relevant to this cause of action, Plaintiff performed his job duties and assignments for Defendants City and EFD in a manner that met or exceeded their reasonable August 7, 1995.

13. Plaintiff commenced employment as a firefighter with Defendants City and EFD on Plaintiff's "supervisor" as that term is defined by CBPA.

12. During all times relevant to this cause of action, Defendant Mark Chai ("Chai"), an individual residing at 416 Winthrop Place, in the City of Elizabeth, County of Union, State of New Jersey, held the position Fire Official with Defendants City of Elizabeth and EFD and, as such, was

such, was Plaintiff's "supervisor" as that term is defined by CBPA.

11. During all times relevant to this cause of action, Defendant Thomas McNamara ("McNamara"), an individual residing, upon information and belief, in the State of New Jersey, held the position Acting Fire Chief and Fire Chief with Defendants City of Elizabeth and EFD and, as

Plaintiff's "supervisor" as that term is defined by CBPA.

10. During all times relevant to this cause of action, Defendant Edward Sisk ("Sisk"), an individual residing at 21 Princeton Road, in the City of Elizabeth, County of Union, State of New Jersey, held the position Fire Chief with Defendants City of Elizabeth and EFD and, as such, was

as such, was Plaintiff's "supervisor" as that term is defined by CBPA.

State of New Jersey, held the position Fire Director with Defendants City of Elizabeth and EFD and, ("Vitullo"), an individual residing at 332 Redcliffe Street, in the City of Elizabeth, County of Union,

campaign of retaliation has been continuing, ongoing, and culminated in actions that caused Plaintiff to experience severe emotional and psychological stress.

16. Defendants have retaliated against Plaintiff in various ways including, but not limited to, denying him promotion to Fire Official, denying him a pay increase, denying him benefits to which he is entitled, shunning him, ostracizing him, encouraging or acquiescing in his co-workers shunning and ostracizing him, threatening him with disciplinary action and bringing baseless disciplinary actions against him. Plaintiff's Complaint does not exhaustively describe every such incident, but merely indicates by way of example some of the adverse employment actions taken by Defendants.

17. On or about February 20, 1996, Plaintiff responded to a structure fire in a two-family home where then Battalion Chief David Lechner ("Lechner") ordered Plaintiff to surrender the hose line and nozzle so that he (Lechner) could extinguish the fire rather than Plaintiff.

18. Plaintiff reasonably believed Lechner's order to relinquish the nozzle was unlawful in violation of the Occupational Safety and Health Act, 29 U.S.C. §§ 651-678 ("OSHA"), New Jersey's Public Employees Occupational Safety and Health Act, N.J.S.A. 34:6A-25 to -50 ("PEOSHA"), and guidelines promulgated by the National Fire Protection Association ("NFPA"). Based upon Plaintiff's reasonable belief, he objected to and refused to comply with Battalion Chief Lechner's order.

19. Plaintiff also reasonably believed that, at the time Battalion Chief Lechner issued the order, he was in violation of OSHA, PEOSHA and NFPA guidelines because he had been working alone in the structure fire. Thus, Plaintiff reasonably believed that Battalion Chief Lechner's conduct was incompatible with several clear mandates of public policy concerning the public health, safety and/or welfare which created a risk for himself and other EFD firefighters.

20. In retaliation for Plaintiff's objection to and refusal to participate in Battalion Chief Lechner's unlawful order, Battalion Chief Lechner served Plaintiff with a Preliminary Notice of Disciplinary Action seeking to terminate Plaintiff's employment with the Defendant EFD.
21. Plaintiff contested the charges brought against him and requested an internal hearing with the Defendants City and EFD.
22. During the hearing, Plaintiff testified that Battalion Chief Lechner had endangered himself, endangered EFD firefighters, deviated from the standard operating procedures of the EFD, and deviated from OSHA and PEOSHA and NFPA guidelines. For example, Plaintiff testified that Battalion Chief Lechner had failed to wear his bunkers and self-contained breathing apparatus in violation of, at a minimum, PEOSHA
23. As a result of the hearing, Plaintiff was found to have engaged in no wrongdoing.
24. Former EFD Fire Chief Edward Sisk ("Sisk") and Battalion Chief Lechner were present at the aforementioned hearing.
25. Following the aforementioned hearing, Plaintiff's supervisors including, but not limited to, Defendant Sisk, Battalion Chief Lechner, and former Fire Chief Frank Laspatha engaged in a campaign of harassment and retaliation against Plaintiff and encouraged other employees of the Defendants City and EFD to harass and retaliate against Plaintiff which harassment and retaliation continues to the present.
26. On or about August 9, 1998, Defendant Sisk transferred Plaintiff from fire suppression to the position Fire Inspector in Defendant EFD's Fire Prevention Bureau ("Fire Prevention").
27. Defendant Sisk transferred Plaintiff to Fire Prevention against Plaintiff's wishes and

without advance notice to Plaintiff. Although Plaintiff protested the transfer, Defendant Sisk told Plaintiff he made the transfer with the approval of the Defendants City and EFD. Defendant Sisk's transfer of Plaintiff to Fire Prevention forced Plaintiff to relinquish the opportunity to work overtime hours. As a result, Plaintiff will incur future pension losses as a direct result of Defendants' actions.

28. Defendant Sisk's transfer of Plaintiff to Fire Prevention forced Plaintiff to relinquish the opportunity to work overtime hours. As a result, Plaintiff will incur future pension losses as a direct result of Defendants' actions.

29. On or about June 8, 1998, Plaintiff earned his Fire Inspector Certification from the New Jersey Department of Community Affairs, Division of Fire Safety.

30. In or about September 8, 1998, Plaintiff earned his Fire Official Certification from the New Jersey Department of Community Affairs, Division of Fire Safety. Plaintiff has been a certified Fire Official for more than 14 years.

31. During the course of his employment in Fire Prevention with Defendants City and EFD, Plaintiff objected to and refused to participate in conduct which involved intentionally disregarding fire safety violations, and/or purposefully failing to hold business and property owners accountable for fire safety violations, which Plaintiff reasonably believed constituted a serious risk to the health and welfare of EFD employees and the general public, and were in violation of New Jersey law, regulations and public policy including, but not limited to, the Uniform Fire Code, N.J.A.C. 5:70-1, et seq. ("UFC"), promulgated pursuant to the New Jersey Uniform Fire Safety Act, N.J.S.A. 52:27D-192, et seq. ("NJUFSA").

32. On or about October 16, 2006, Plaintiff conducted an inspection and issued a Notice of Violations and Order to Correct to the owner of a multi-floor residential apartment building that houses more than 80 families ("the apartment building"). Among other things, the apartment building's fire protection devices did not work, the fire alarm system was disconnected, and the

owner was unable to document that fire extinguishers and exit lights had been maintained in accordance with the UFC and NJFSA.

33. Upon information and belief, the apartment building's owner is a friend of Defendant Bollwege, the mayor of the Defendant City, and/or has made large political contributions to Defendant Bollwege's election campaign funds.

34. Upon information and belief, the apartment building's owner is also a personal friend of Defendant Vitullo, the Fire Director for Defendants City and EFD.

35. On or about November 14, 2006, Plaintiff conducted an inspection and issued a Notice of Violations and Order to Correct to the owner of a deli ("the deli"). At a minimum, Plaintiff cited the deli for failure to properly maintain the fire suppression system on kitchen hood and for permitting an excessive amount of grease to accumulate in the kitchen in violation of the UFC and NJFSA.

36. Upon information and belief, the deli owner is a friend of Defendant Bollwege and/or has made large political contributions to Defendant Bollwege's election campaign funds.

37. In or about November 2006, Defendant EFD appointed Defendant Mark Chai to the position of Fire Official ("FO"), the supervisor in charge of the Division of Inspections and Division of Arson. As a result, Defendant Chai became Plaintiff's immediate supervisor.

38. On or about December 5, 2006, shortly after Plaintiff issued the foregoing Notice of Violations and Orders to Correct to the apartment building and deli, Defendant Chai advised Plaintiff that Defendants Sisk and Vitullo were "not happy" with Plaintiff because he was "making waves". Specifically, Defendant Chai told Plaintiff that Defendants Sisk and Vitullo were angry because Plaintiff had issued fire code violations to business owners who were either close to Defendant

42. The document, which was not on Defendant EFD letterhead, included a list of "Don'ts" which instructed Plaintiff not to reference "Violation Fine [and] Penalty." In reply, Plaintiff

and/or business owners.

Plaintiff was to govern his conduct when conducting inspections for politically-connected property behavior. Defendant Chai presented Plaintiff with a 2-page document which Defendant Chai told that if he wanted to remain a Fire Inspector with Defendant EFD he had to immediately change his owned and/or operated by politically-connected individuals. Defendant Chai further told Plaintiff Plaintiff a verbal reprimand regarding his handling of fire inspections of properties and/or businesses

41. During the aforementioned December 5, 2006 meeting, Defendant Chai issued been properly abated.

would not do it. Plaintiff continued to refuse to clear the violations until he had proof that they had told Defendant Vitullo that if he (Vitullo) was asking Plaintiff to do something illegal, Plaintiff clear the violations. Defendant Vitullo told Plaintiff, "that is not what I am telling you." Plaintiff violations had been properly abated, Plaintiff would perform a re-inspection of those locations and soon as Plaintiff was in receipt of the necessary documentation from the owners showing that the 40. In response to Defendant Chai's order, Plaintiff advised Defendant Vitullo that as

and deli in violation of the UFC and NJUFSA

39. Defendant Chai ordered Plaintiff to "clear the violations" at the apartment building "team player".

advised Plaintiff that Defendants Sisk and Vitullo viewed Plaintiff as a "troublemaker" and not a funds including but not limited to the owners of the apartment building and deli. Defendant Chai Bollwage and/or had made large political contributions to Defendant Bollwage's election campaign

told Defendant Chai that he would treat everyone equally and in accordance with the law. Plaintiff subsequently conveyed the same message to Defendants Sisk and Vitullo.

43. On or about December 11, 2006, Plaintiff requested in writing that Defendant Chai provide Plaintiff with an official form of the 2-page document Defendant Chai presented to him on December 5, 2006, but none was provided to him.

44. Shortly after Plaintiff refused to clear the foregoing violations, or engage in other conduct in reasonably believed to be illegal or incompatible with the safety and welfare of the employees of Defendant EFD and the general public, the Defendants City and EFD began to systematically retaliate against Plaintiff because he had lodged the foregoing objections and refused to participate in activities and practices that he reasonably believed were in violation of law and incompatible with clear mandates of public policy concerning the public health, safety and welfare.

45. On or about April 15, 2007, Defendants Sisk and Vitullo issued Plaintiff with written notice requiring him to apply for, take and pass a promotional examination from the rank of Fire Inspector to the rank of Fire Prevention Specialist-UFD. Defendants Sisk and Vitullo further notified Plaintiff that if he refused to sit for the exam and/or he failed it, they would transfer Plaintiff back to the suppression division after nearly a decade in Fire Prevention. Upon information and belief, Plaintiff was the only Fire Inspector, of the approximately 20 Fire Inspectors in the EFD's Fire Prevention Bureau, who was required to sit for the Fire Prevention Specialist-UFD exam and threatened with transfer to fire suppression for refusing to sit for and/or failing that promotional exam.

46. Plaintiff contacted the New Jersey Civil Service Commission ("Civil Service") which advised him that he did not have to sit for the Fire Prevention Specialist-UFD exam because he was

qualified for the promotion to that rank based upon his experience and years of service, and because he was already a possessed a Fire Official Certification, the highest ranking certification. Plaintiff conveyed Civil Service's advice to Defendants Sisk and Vitullo who told Plaintiff that they were requiring him to sit for the Fire Prevention Specialist-UFD exam or suffer a retaliatory transfer to fire suppression.

47. Shortly thereafter, Plaintiff sat for the Fire Prevention Specialist-UFD exam, passed it and was ranked first on Civil Service's list of eligible candidates for the position.

48. On or about February 4, 2008, Plaintiff arrived to work to discover that his desk,

paperwork on open files and personal belongings had been removed from the Fire Prevention Office. Plaintiff questioned Merrill Whitney ("Whitney"), Administrative Chief for the Defendant EFD's Fire Prevention Bureau, and Defendant Chai regarding the whereabouts of his desk files and belongings. Whitney and Defendant Chai advised Plaintiff that Defendants Sisk and Vitullo ordered that Plaintiff be stripped of his work space.

49. Defendant Chai and Whitney further advised Plaintiff that Defendants Sisk and Vitullo wanted Plaintiff's work area moved to the front section/secretary area of Fire Headquarters where their offices were located so that they could monitor Plaintiff's activities.

50. All other fire inspectors worked out of the Fire Prevention Office.

51. At Defendant EFD's Fire Headquarters, Plaintiff was required to share a desk with several of Defendant EFD's secretaries. Upon information and belief, no other inspector in the EFD's Fire Prevention Bureau had to share a desk with several of the EFD's secretaries.

52. Approximately, one month later, in or about March 2008, the telephone and computer at Plaintiff's desk were removed without explanation. As a result, Plaintiff was forced to use the

telephones and computers of other employees. Upon information and belief, no other member of the

EFD's Fire Prevention Bureau were denied the use of a telephone and computer at their desk.

53. In or about June 2008, Defendants City and EFD hired the daughter of Defendant Sisk

to work at Defendant EFD as part of a summer youth work program. Ms. Sisk's work hours were

Monday through Friday from 9:00 a.m. until 3:00 p.m.

54. Ms. Sisk was assigned to work at Plaintiff's desk. Within two days of commencing

employment, Ms. Sisk was provided with a telephone and assigned the computer previously assigned

to Plaintiff. However, Defendants continued to deny Plaintiff log-in access to the computer assigned

to Ms. Sisk.

55. Plaintiff complained to Defendant Sisk about the assignment of his desk, telephone

and computer to Defendant Sisk's daughter. In retaliation, Defendant Sisk ordered Plaintiff to

perform his work duties before 9:00 a.m. or after 3:00 p.m., the hours during which Ms. Sisk worked

for Defendant EFD.

56. In or about October 2009, Plaintiff's legal counsel met with Defendants in an effort

to seek the reinstatement of Plaintiff's work station in the Defendant EFD's Fire Prevention Bureau

and to restore a telephone and computer to his work station. Following this meeting, Plaintiff's work

station was relocated to the Fire Prevention Office and he was finally supplied with a computer and

telephone.

57. On or about March 31, 2010, Defendant Bollwage appointed Defendant Thomas

McNamara to the position of Acting Chief of Defendant EFD. As a result, Defendant McNamara

became Plaintiff's supervisor.

58. On or about Saturday October 9, 2010, Plaintiff, who was enjoying his regular day

off, received a phone call from Defendant McNamara during which call Defendant McNamara berated Plaintiff in a profanity-laced tirade regarding a festival taking place in Elizabeth. Defendant McNamara stated that he had received calls from Defendants Bollwage and Vitullo complaining about Plaintiff. Although Plaintiff requested that Defendant McNamara explain to him the problem with the festival, Defendant McNamara refused. Defendant McNamara concluded with the threat that "[s]tarting Monday a lot of things will be changed" and Plaintiff would "pay for [his] excuses."

59. Defendant McNamara's conduct, tone, threats and intrusion upon Plaintiff's personal time off was alarming and caused Plaintiff significant stress.

60. On or about Monday October 11, 2010 Plaintiff met with Defendant McNamara regarding the festival but was not made aware of anything he had allegedly done wrong that related to the festival. During their meeting, Plaintiff advised Defendant McNamara that this October 9 telephone call had caused Plaintiff significant anxiety.

61. At the close of business on that day, Plaintiff discovered a mock form entitled "FIRE DEPARTMENT HURT FEELINGS FORM" taped to his chair. Upon information and belief, Defendant McNamara placed this harassing document on Plaintiff's chair because Defendant McNamara is the only person within Defendants City and EFD who Plaintiff had advised that the disturbing phone call had caused him to experience significant anxiety.

62. Immediately following the events of October 9 and 11, 2010, Defendant McNamara told Plaintiff that he was going to place Plaintiff "on call" twice per month without compensation. Plaintiff objected to being placed "on call" without compensation because he reasonably believed being placed "on call" without compensation violated the union contract with Defendants City and EFD and state and federal wage and hour laws.

67. On or about June 20, 2011, EFD Captain Michael Shuffatt directed Plaintiff to the aforementioned apartment building, see paragraphs 32 to 34, to investigate a complaint of an unsafe condition. Upon receipt of Captain Shuffatt's directive, Plaintiff informed Defendant Chai that, as Defendant Chai knew, he had previously been admonished over his enforcement of the UFC at the apartment building and requested that a different Fire Prevention Specialist be assigned to investigate this complaint. Despite his request, Defendant Chai ordered Plaintiff to investigate the complaint at

fucking tear your eyes out."

66. Later that day Defendant McNamara entered the Fire Prevention Bureau and stated Plaintiff.

65. At one point during this meeting Plaintiff wished to speak and raised his hand in order to be recognized. In response, Defendant McNamara lunged across the table in an effort to strike Plaintiff. Campbell and Whitney restrained Defendant McNamara before he was able to strike Plaintiff.

64. Administrative Fire Chief Campbell then instructed Plaintiff to stop making inquiries regarding "on call" procedures and threatened that if he did not stop talking about the unlawful lack of procedure or compensation that Plaintiff "would learn the hard way". Specifically, Campbell threatened to take away Plaintiff's City car and mobile telephone.

63. On or about October 19, 2010 Plaintiff was called into a meeting to discuss his objection to Defendant McNamara's intention to place him "on call" without pay. In the presence of Administrative Fire Chief Daniel Campbell, Fire Inspector John Flowers, and Fire Inspector Greg White, and Administrative Chief for Fire Prevention Whitney, Defendant McNamara stated to Plaintiff, "You are always a full of shit trouble maker and instigator," and "you are a piece of shit."

the apartment building.

67. Within moments of arriving at the apartment building, the owner requested that

Plaintiff leave the premises. At about the same time, Defendant Vitullo telephoned Plaintiff and

directed Plaintiff to immediately report to his office. Upon arrival at Defendant Vitullo's office,

Defendant Vitullo declared: "Mr. [owner of the apartment building] is a pillar of the community and

you already know [he] is a major contributor to the mayor's campaign fund". Thereafter, Defendant

Vitullo asked Plaintiff, "Why are you harassing [the owner of the apartment building]?" When

Plaintiff informed Defendant Vitullo that he was investigating a complaint at the direction of Captain

Shuffatt, Defendant Vitullo ordered Plaintiff not to write any violations for the apartment building

and further instructed him to never return to that building.

68. In response, Plaintiff told Defendant Vitullo that he had observed life hazard

violations at the apartment building including, but not limited to, a completely disabled fire alarm,

missing interior fire/smoke barrier doors, and unlawful absences of sprinklers, fire extinguishers and

emergency lighting. Plaintiff further advised Defendant Vitullo that he intended to issue Notices of

Violations and Orders to Correct or the violations he observed in accordance with the UFC and

NJUFSA.

69. Defendant Vitullo angrily ordered Plaintiff to stay away from the apartment building

and announced that he (Vitullo) would have Defendant Chai clear the violations that Plaintiff had

issued. Upon information and belief, as of the filing of this Complaint, none of the violations

Plaintiff issued to the apartment building on or about June 20, 2011 have been abated.

70. On or about September 1, 2011, Defendant McNamara was promoted to Chief of

Defendant EFD.

71. On or about Saturday, October 29, 2011, Plaintiff was "on call" and responded to a complete loss of power to the fully-occupied nursing home in Elizabeth. Upon arrival, Plaintiff was unable to reach the owners. Plaintiff worked with an employee of the nursing home to start generator power within two (2) hours and avoid a complete evacuation of the nursing home. Plaintiff monitored the situation throughout the weekend to ensure that the power remained on until normal power was restored on Monday, October 31, 2011.

72. At approximately 9:00 a.m. on Monday, October 31, 2011, Defendant McNamara entered the Fire Prevention office, publicly berated Plaintiff, and falsely accused him of mishandling the nursing home power outage. Later that same day, Defendant McNamara again entered the Fire Prevention office and said to Plaintiff, "You are nothing but a fucking piece of shit spic, worthless and full of shit and I will poke your eyes out."

73. On or about January 10, 2012, Plaintiff observed a construction crew demolishing the former Trinitas Hospital, a large, 6-acre site located at 925 East Jersey Street in Elizabeth, New Jersey ("Trinitas Hospital").

74. Upon closer inspection, Plaintiff ascertained that the demolition contractor had cut away the building's entire fire suppression standpipe system. Plaintiff reasonably believed the removal of Trinitas Hospital's fire suppression standpipe system was a violation of the UFC and NJUFSA which created an extreme life hazard and constituted a serious risk to the health, safety and welfare of occupants, construction workers, first responders and the general public.

75. Based upon the foregoing reasonable belief, Plaintiff issued a stop work order to the manager of Trinitas Hospital prohibiting all further demolition at Trinitas Hospital until the standpipe was restored. Plaintiff also contacted the Elizabeth Construction Official Raywant Sarra

(“CO Sarran”) and Defendant Chai and informed them of the violation and life hazard at Trinitas Hospital.

76. Upon information and belief, CO Sarran conducted his own inspection of Trinitas Hospital and “red tagged” virtually the entire building demonstrating his agreement with Plaintiff’s assessment.

77. On or about March 16, 2012, Defendant Chai ordered Plaintiff to “stay away” from Trinitas Hospital. Upon information and belief, the Defendant City removed CO Sarran’s red tags and permitted demolition to continue without a fire suppression standpipe system.

78. Approximately one week later, on or about March 22, 2012, Defendant McNamara entered the Fire Prevention office and ordered Plaintiff to “get [his] nose out of this building [Trinitas Hospital] [and] do not interfere with work at this location.” Defendant McNamara advised Plaintiff that he was approving the continued demolition of Trinitas Hospital “because it is very important to the mayor” referring to Defendant Bollwage.

79. Upon information and belief, as of the filing of this Complaint, construction work continues at the Trinitas Hospital site without any fire suppression protection which poses a serious risk to the health, safety and welfare of employees of Defendants City and EFD, occupants, construction workers, first responders and the general public.

80. Defendants City’s and EFD’s decision to allow construction to continue at the Trinitas Hospital site without any fire suppression protection constitutes an ongoing violation of the UFC and NJUFGSA.

81. On multiple occasions since in or about January 2012, Plaintiff has repeatedly stated to Defendant Chai and other employees of Defendants City and EFD that Trinitas Hospital is

"nothing but another Deutsch building in progress" referencing the August 2007 fire at the Deutsch Bank Building in New York, New York that claimed the lives of two New York City Firefighters in part because the building's fire suppression standpipe had been disconnected during the building's deconstruction.

82. In retaliation, Defendants McNamara and Vitullo have repeatedly told Plaintiff that he has "a big mouth," threatened that his "eyes will be ripped and taken out" and ordered that he is not "to say anything else about [the violations at Trinitas Hospital]."

83. On or about April 23, 2012, Plaintiff responded to a complaint at a restaurant located in Elizabeth, New Jersey.

84. Upon information and belief, the owner of the restaurant is a close friend of Defendant Bollwage.

85. The complainant reported live wires improperly connected to the kitchen fire

suppression system. Upon arrival, Plaintiff encountered numerous violations of the UFC and NJFSA including, but not limited to, exposed wires improperly connected to a suppression system power source, the removal of stainless steel from the suppression system hood and ungrounded wiring connected to the suppression system hood. Plaintiff ordered the immediate removal of the dangerous wiring, gave the restaurant owner two weeks to remove the build-up of grease on the suppression system, and further ordered the occupants to have the out of date suppression system inspection brought into compliance with the UFC and NJFSA by a licensed fire suppression system contractor.

86. The following day, on or about April 24, 2012, Battalion Chief Sal Barraco ("Barraco") summoned Plaintiff to his office and demanded "a full explanation" of his inspection

of and violations he issued to the restaurant. Battalion Chief Barracco told Plaintiff that Defendant Bollwage had called Fire Headquarters about Plaintiff's inspection of the restaurant and "everyone is in an uproar." Plaintiff explained to Battalion Chief Barracco the unsafe conditions he discovered at the restaurant which constituted violations of the UFC and NJFSA. Battalion Chief Barracco told Plaintiff that Defendants McNamara and Vitullo were "furious" about the violations Plaintiff issued to the restaurant owner and that they wanted copies of all paperwork Plaintiff provided to the owner.

87. As requested, Plaintiff provided Battalion Chief Barracco with a copy of the April 23, 2012 Notice of Violations and Order to Correct he served upon the restaurant owner together with the original complaint. Battalion Chief Barracco took the paperwork to Fire Headquarters and returned later that day to inform Plaintiff that Defendants McNamara and Vitullo are "very mad about this" and asked "What are you going to do?" Plaintiff advised Battalion Chief Barracco that he would not abate the violations until the restaurant owner took all necessary steps to correct the violations.

88. In retaliation for his refusal to clear the violations without the proper abatement, Defendants McNamara and Vitullo called Plaintiff a "big fucking troublemaker" and told Plaintiff "this is going to stop" because "we are going to put an end to it" referring to Plaintiff's refusal to engage in unlawful activity at Defendants' direction.

89. On or about May 31, 2012, Defendant Chai retired as Fire Official for Defendants City and EFD.

90. On or about June 6, 2012, Plaintiff was serving as the Acting Fire Official. Among the Acting Fire Official duties, Plaintiff was responsible for conducting roll call for all Fire Prevention employees as well as any firefighter assigned to "light duty". Shortly after 3:30 p.m.,

Defendant McNamara caused Plaintiff to be presented with a roll call that falsely indicated that Firefighter Edward Sisk IV, the son of Defendant Sisk, had been at work and on duty all day. Plaintiff informed Defendant McNamara that this was a false roll call and that he reasonably believed that signing such a false statement was illegal and/or fraudulent. Plaintiff objected to and refused to participate in Defendant McNamara's submission of a fraudulent roll call.

91. Despite having raised objection to filing a false roll call, Defendant McNamara advised Plaintiff that his failure to sign the roll call was grounds for insubordination, among other charges, and demanded that the roll call be signed "as is." As a result, Plaintiff signed the roll call "under protest".

92. A few minutes later, Defendant McNamara stated in the presence of Plaintiff, "[t]hat spic will never get the FO [Fire Official] position, fuck him[,] " referring to Plaintiff.

93. On or about June 12, 2012, Plaintiff was again serving as Acting Fire Official. Defendant McNamara presented Plaintiff with a roll call that again stated fraudulently that Firefighter Edward Sisk IV had been on duty. Plaintiff objected to and refused to sign the fraudulent roll call.

94. On or about June 13, 2012, Defendant Sisk appeared at Fire Headquarters and called Plaintiff a "big mouth" who "should stick to his own business". Shortly thereafter, Firefighter Sisk was placed on "sick leave" rather than carried as "on duty". As Defendant Sisk left the building he glared at Plaintiff in a threatening and intimidating manner before simulating the act of spitting on the floor in front of Plaintiff.

95. Defendant McNamara is aware of the antipathy Defendant Sisk has toward Plaintiff and is further aware that Defendant Sisk uses directs profanity and insults toward Plaintiff. However,

Defendant McNamara has done nothing to stop Defendant Sisk from engaging in these activities while Plaintiff is attempting to perform his duties. In fact, Defendant McNamara frequently engages and joins in the same hostile, antagonistic and retaliatory behavior.

96. On or about June 21, 2012, Defendants City, FFD and McNamara promoted Firefighter Steven Zatko to the rank of Fire Official-UFD. Upon information and belief, Defendants promoted Firefighter Zatko even though he lacked the requisite experience and certification as a Fire Official.

97. At the time of Firefighter Zatko's appointment, Plaintiff had been serving as a Fire Prevention Specialist - UFD for fourteen (14) years and had held the requisite Fire Official certification since on or about September 8, 1998, a period of nearly fourteen (14) years. Nevertheless, the Defendant FFD did not even interview Plaintiff for the position.

98. Plaintiff reasonably believed that, in accordance with the New Jersey Civil Service Act, N.J.S.A. 11A:1-1, et seq. ("Civil Service Act") and Title 4A of the New Jersey Administrative Code, the regulations governing Civil Service for public employment in New Jersey, Plaintiff was entitled to compete for promotion to the title Fire Official - UFD.

99. Plaintiff reasonably believed that Defendants' appointment of Firefighter Zatko to Fire Official-UFD violated the Civil Service Act and various provisions of Title 4A of the New Jersey Administrative Code, including, but not limited to:

(a) N.J.A.C. 4A:4-2.1 which requires that an announcement for an open

competitive examination for the Fire Official-UFD position be issued; and

(b) N.J.A.C. 4A:4-1.5 (a) 2 which requires that a provisional appointee meet the

minimum qualifications for the title at the time of the appointment.

100. Moreover, Plaintiff reasonably believed that New Jersey law and regulations obligated Defendants to inform the New Jersey Civil Service Commission that they had made a provisional appointment to the title Fire Official-UFD and that notification was intentionally neglected in order to circumvent those regulations.
101. On or about June 27, 2012, Plaintiff disclosed to Defendants McNamara and Vitullo his reasonable belief that Defendants' promotion of Firefighter Zatko violated the Civil Service Act and the New Jersey Administrative Code. In reply, Defendant McNamara told Plaintiff that "the administration has the right to put who they want in whatever position they want."
102. As a direct result of Defendants' failure to promote Plaintiff to the Fire Official-UFD position, Defendants have denied Plaintiff a \$20,000.00 increase in salary to which he would have been entitled had he been promoted.
103. On or about June 27, 2012, Elizabeth Councilman Manuel Grova ("Grova") informed Plaintiff that Defendant Bollwage had accused Plaintiff of unfairly targeting Defendant Bollwage's friends with Notices of Violations and Orders to Correct. Councilman Grova falsely claimed that Plaintiff had demanded that Defendant Bollwage's friends utilize Plaintiff's office machine repair business to correct fire code violations.
104. Upon information and belief, Councilman Grova lodge this unfounded allegation against Plaintiff in an effort to intimidate Plaintiff and chill his protected activity.
105. Plaintiff advised Councilman Grova that neither he nor his office machine repair business had ever corrected fire code violation and that Defendant Bollwage's allegation was maliciously false.
106. Plaintiff further advised Councilman Grova that Defendants' promotion of Firefighter

110. After the December 2011 fire, Defendant Chai did not clear the Burry Biscuits Avenue in Elizabeth, New Jersey (the "Burry Biscuits Building") had caught fire.

109. In or about December 2011, the Burry Biscuits Building located at 891 Newark purpose to chill Plaintiff's protected activity.

108. During the same meeting, Defendant Bollwage made inquiry into Plaintiff's ethnicity and asked whether Plaintiff's wife worked for the Elizabeth Board of Education. Defendant Bollwage's allegations and inquiries were made in a threatening and intimidating manner with Plaintiff told Defendant Bollwage that any allegations to the contrary were false.

Defendant City ever used Plaintiff's office machine repair business to correct fire code violations. Defendant Bollwage's friends utilize Plaintiff's office machine repair business to correct fire code violations nor had any resident, property and/or business owner of the had never demanded that Defendant Bollwage's friends utilize Plaintiff's office machine repair machine repair business to correct fire code violations. Plaintiff told Defendant Bollwage that he falsely accused Plaintiff of demanding that Defendant Bollwage's friends utilize Plaintiff's office

107. On or about July 2, 2012, Plaintiff met with Defendant Bollwage who directly and Zatko to Fire Official-UPD.

Zatko to the Fire Official-UPD position was in violation of the Civil Service Act and state regulations and that Defendants McNamara and Vitullo were retaliating against Plaintiff for, among other things, issuing lawful Notices of Violations and Orders to Correct to property and/or business owners who were friends with and/or politically connected to Defendants Bollwage and Vitullo, objecting to "on call" without compensation requirements he reasonably believed violated the union contract and state and federal wage and hour laws, objecting to and refusing to participate in the preparation of fraudulent payroll records, and objecting to the unlawful promotion of firefighter

Building for re-entry.

111. As a result of the December 2011 fire, the Bury Biscuits Building had to be partially demolished.

112. In or about March 2012, during the deconstruction, Plaintiff reported to Defendant

Chai that the building's fire suppression standpipe system had been discontinued in violation of the UFC and NJFSA. Defendant Chai told Plaintiff that he and Headquarters were aware of the situation, but Plaintiff should "shut up" because the Bury Biscuits Building was not his issue and that the location was being assigned to a different Fire Inspector.

113. On or about July 9, 2012, Plaintiff responded to another fire within the Bury Biscuits

Building. Upon arrival, Plaintiff encountered tenants occupying the left rear portion of the building. Plaintiff conducted an immediate evacuation of the building and informed the incident commander Deputy Chief Andy Sandoukas of his actions.

114. Thereafter, Elizabeth CO Sarran authorized the tenants to re-enter the building for an additional 72 hours in order to retrieve property and fully evacuate the building.

115. After the July 9, 2012 fire, Plaintiff made several attempts to have the Bury Biscuits

Building evacuated to no avail.

116. On or about July 13, 2012, Battalion Chief Barraco and FO Zatko informed Plaintiff

to forget about the unsafe condition at the Bury Biscuits Building because Defendant McNamara would be responsible for the situation.

117. Upon information and belief, as of the date of the filing of this Complaint, the

building remains occupied.

118. During the week of July 13, 2012 through July 20, 2012, Plaintiff was on vacation

123. On or about August 15, 2012, Administrative Chief Baracco contacted Plaintiff by telephone to inquire as to Plaintiff's job status. Plaintiff reminded Administrative Chief Baracco that he had already confirmed receipt of his doctor's note. Administrative Chief Baracco again admitted

which time he would be on medical leave.

122. Shortly after Plaintiff's telephone conversation with Administrative Chief Baracco, FO Zatko notified Plaintiff that he was placing Plaintiff "on call" for the following week during

medical leave.

121. Plaintiff immediately faxed his doctor's written order to Defendant EFD's Headquarters and then contacted Sal Barraco, who then held the position Administrative Chief for Fire Prevention, who confirmed that Defendant EFD had received the doctor's note placing him on

retaliation and harassment.

120. On or about August 13, 2012, Plaintiff's physician placed him on a two-week medical leave because of psychological stress Plaintiff was suffering as a direct result of Defendants'

only employee of Defendant EFD to have his accrued leave time unlawfully stripped of him.

119. Since in or about January 2010, Defendants have unlawfully "charged" Plaintiff with having used vacation time, holiday time and Honor Guard time that he had not used in retaliation for having engaged in the foregoing protected activities. Upon information and belief, Plaintiff is the

Bureau has been subject to the requirement of being "on call" while on vacation.

week. Upon information and belief, no other employee with Defendant EFD's Fire Prevention replied "It's your turn" and refused to place another member of Fire Prevention "on call" for the "on call". In response, Plaintiff informed FO Zatko that he was on pre-approved vacation. FO Zatko during which time FO Zatko contacted Plaintiff, via telephone, and informed him that he would be

receiving the doctor's note and acknowledged that Defendants McNamara and Vitullo had been provided the note. Despite his admission and acknowledgment, Administrative Chief Baracco stated that Defendants McNamara and Vitullo were contemplating charging Plaintiff with an "absence without leave".

124. As a result of Defendants' continuing harassment and retaliation, Plaintiff sought multiple extensions to his disability leave. During his disability leave, Plaintiff treated with a psychologist and was diagnosed as suffering from depression.

125. On February 4, 2013, Plaintiff returned to his position Fire Prevention Specialist-UFD.

126. During the period of Plaintiff's disability leave, Defendants City and EFD removed FO Zarko from the Fire Official-UFD position.

127. On or about October 15, 2012, Defendants City, EFD and McNamara promoted Firefighter Chris Lysy to the position of Fire Official-UFD.

128. Once again, Defendants failed to notify Plaintiff that they were seeking someone to fill the FO position, to interview Plaintiff for the position or to comply with state law and regulations regarding filling the FO position.

129. On or about February 4, 2013, FO Lysy told Plaintiff that the Defendants City and EFD had not expected him to return from disability. Further, FO Lysy told Plaintiff that Defendants were aware that Plaintiff had substantial accrued vacation and asked Plaintiff if he was going to retire.

130. Also upon his return to work, Plaintiff discovered that numerous personal items had been removed from his city vehicle, his computer and telephone at his work station were not

working, he did not having a work municipal mobile telephone and Defendants had removed him

from the Honor Guard.

131. Plaintiff's efforts to rectify these issues were met with additional retaliation.

132. Upon his return, Plaintiff was immediately ignored and shunned by many of his

fellow firefighters. The shunning of Plaintiff has been continuous and ongoing. The retaliation and shunning set forth herein are examples and not an exhaustive list.

133. To the contrary, the City's and EFD's management fostered shunning and retaliation

by not punishing it, by participating in it, and by failing to take steps to prevent it.

134. The aforementioned activities in which Plaintiff engaged are protected by CEPA.

135. By and through the actions described above, Defendants retaliated against Plaintiff

because Plaintiff objected to and refused to participate in activity that he reasonably believed was fraudulent and/or criminal and/or in violation of New Jersey law, regulation and public policy. Such

retaliation violates CEPA, N.J.S.A. 34:19-1, et seq.

136. Defendants City and EFD are liable for the actions of Defendants Bollwage, Vitullo,

Sisk, McNamara and Chai, and the other aforesaid managers and supervisory personnel, under the

doctrine of *respondet superior*.

137. Defendants City and EFD did not remove Defendants Bollwage, Vitullo, Sisk,

McNamara and Chai, the supervisory employees who engaged in retaliation against Plaintiff, on behalf of Defendants City and EFD, from their supervisory positions over Plaintiff.

138. Defendants City and EFD took no reasonable action to prevent retaliation against

Plaintiff although such retaliation was foreseeable and probable.

130. As a direct result of the foregoing conduct of Defendants, between August 2012 and

February 4, 2013, Plaintiff became disabled and was forced to take a medical leave of absence.

140. The aforementioned activities in which Plaintiff engaged, which are protected by CEFA, were the proximate cause of the Defendants' retaliation against Plaintiff which caused his disability and need for a medical leave of absence.

141. As a direct and proximate result Defendants' conduct, Plaintiff has suffered, and will continue to suffer, loss of earnings and other employment benefits, severe mental, physical and emotional distress, humiliation, stress, pain, damage to reputation and harm to his career development.

142. Defendants' retaliation against Plaintiff involved Upper Management participation in that Defendants Bollwage, Vitullo, Sisk, McNamara and Chai, created working conditions so intolerable that Plaintiff had to take a medical leave of absence and were egregious and outrageous such as to warrant an award of punitive damages.

WHEREFORE Plaintiff demands judgment against Defendants City, EFD, Bollwage, Vitullo, Sisk, McNamara, and Chai, jointly and severally, and seeks the following relief:

(a) Compensatory damages for loss of wages (back pay and front pay) and lost benefits, emotional distress damages, including, but not limited to, pain, suffering, stress, humiliation, and mental anguish;

(b) Reimbursement for medical expenses;

(c) Punitive damages;

(d) Attorneys' fees, pre- and post-judgment interest, and costs of suit; and

(e) Such other relief as the Court may deem just and appropriate under the circumstances.

COUNT TWO
LAW AGAINST DISCRIMINATION – NATIONAL ORIGIN DISCRIMINATION

143. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs as if fully set forth herein.

144. During all periods relevant to this cause of action, Plaintiff was an employee of the Defendants City of Elizabeth and Elizabeth Fire Department within the meaning of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. (the "LAD").

145. Plaintiff is of Portuguese national origin.

146. As set forth above in paragraphs 66, 72, 92, on numerous occasions between March 2010 and the present, Defendant McNamara berated Plaintiff and referred to him directly and in the presence of others as a "spic".

147. Defendant McNamara frequently referred to Plaintiff in this derogatory fashion while threatening to "tear" or "rip [Plaintiff's] eyes out."

148. By and through the actions described above, Defendants discriminated against Plaintiff based upon his national origin in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq.

149. Defendants City and EFD are liable for the actions of Defendant McNamara under the doctrine of *respondet superior*.

150. As a direct result of the foregoing conduct of Defendants, in or about August 2012, Plaintiff became disabled and was forced to commence a medical leave of absence which continued until February 4, 2013.

151. Defendant McNamara's discrimination against Plaintiff based upon his national origin is the proximate cause of Plaintiff's disability and need for a medical leave of absence.

152. As a direct and proximate result Defendants' conduct, Plaintiff has suffered, and will

continue to suffer, loss of earnings and other employment benefits, severe mental, physical and emotional distress, humiliation, stress, pain, damage to reputation and harm to his career development.

153. Defendants' harassment and discrimination against Plaintiff based upon his national origin involved Upper Management participation and were egregious and outrageous such as to warrant an award of punitive damages.

WHEREFORE Plaintiff demands judgment against Defendants City, EFD, Bollwage, Vitullo, Sisk, McNamara and Chai, jointly and severally, and seeks the following relief:

(a) Compensatory damages for loss of wages (back pay and front pay) and lost benefits, emotional distress damages, including, but not limited to, pain, suffering, stress, humiliation, and mental anguish;

(b) Reimbursement for medical expenses;

(c) Punitive damages;

(d) Attorneys' fees, pre- and post-judgment interest, and costs of suit; and

(e) Such other relief as the Court may deem just and appropriate under the circumstances.

**COUNT THREE
LAW AGAINST DISCRIMINATION - DISABILITY DISCRIMINATION**

154. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs as if fully set forth herein.

155. During military service, Plaintiff suffered torn ligaments in his right shoulder which resulted in permanent impairment to that shoulder. As a result, Plaintiff is a disabled military

156. By virtue of his military injury with resulted in permanent impairment to his right

shoulder, Plaintiff suffered a "disability" as that term is defined by the LAD.

157. Defendants City and EFD were aware of Plaintiff's disability at the time of his hire.

158. On or about April 27, 2011, Defendant McNamara issued an order to members of the

Defendant EFD directing any member who had not actively worked in the fire suppression division

in the prior four (4) months prior to undergo "re-training". Plaintiff was provided with a packet of

information detailing all of the tasks he would be obligated to perform as part of his re-training.

These tasks consisted of entry level firefighting evolutions as well as physically challenging tasks

that make up the competitive examination for an entry level firefighter.

159. At the time Defendant McNamara issued the re-training order, there were three (3)

members assigned to the Fire Prevention Bureau affected by the order including Plaintiff.

160. Upon ascertaining the scope of the "re-training", Plaintiff informed Defendant Chai

that he would be unable to perform every task called for within Defendant McNamara's order. When

Defendant Chai conveyed this information to Defendant McNamara, Defendant McNamara declared

that there would be "no discussion" on the issue and that Plaintiff must follow his order.

161. Plaintiff then informed Defendant McNamara that since he was aware of Plaintiff's

military disability when he insisted on this "re-training" that Defendant McNamara would be held

responsible for any injury sustained while in course of following the order. Plaintiff further

complained to Defendant McNamara that he was singled out for submission to the re-training

because of his disability.

162. Thereafter, Plaintiff was not required to submit to "re-training". Upon information

and belief, no other member of Defendant EFD's Fire Prevention Bureau was ever presented with the "re-training" documents detailing the "re-training" requirements nor were they required to submit to "re-training."

163. The following day Defendant McNamara yelled at Plaintiff telling him he was a "piece of shit" and threatening that he would "get" Plaintiff.

164. By and through the actions described above, Defendants discriminated against Plaintiff based upon his disability in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq.

165. Defendant City of Elizabeth is liable for the actions of Defendant McNamara and the other aforesaid managers and supervisory personnel under the doctrine of *respondet superior*.

166. As a direct result of the foregoing conduct of Defendants, in or about August 2012, Plaintiff became emotionally disabled and was forced to commence a medical leave of absence which continued until February 4, 2013.

167. Defendants' discrimination against Plaintiff based upon his physical disabilities is the proximate cause of Plaintiff's disability and need for a medical leave of absence.

168. As a direct and proximate result Defendants' conduct, Plaintiff has suffered, and will continue to suffer, loss of earnings and other employment benefits, severe mental, physical and emotional distress, humiliation, stress, pain, damage to reputation and harm to his career development.

169. Defendants' harassment and discrimination against Plaintiff based upon his disabilities involved Upper Management participation and were egregious and outrageous such as to warrant an award of punitive damages.

discrimination involved Upper Management participation and were egregious and outrageous such
173. Defendants' retaliation against Plaintiff based upon his complaints about disability
career development.

physical and emotional distress, humiliation, stress, pain, damage to reputation and harm to his
suffered, and will continue to suffer, loss of earnings and other employment benefits, severe mental,
172. As a direct and proximate result of Defendants' aforesaid conduct, Plaintiff has

Against Discrimination, N.J.S.A. 10:5-1, et seq.

Plaintiff because he complained about disability discrimination pursuant to the New Jersey Law
171. The actions and inactions described above constitute illegal retaliation against
if fully set forth herein.

170. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs as

**COUNT FOUR
LAW AGAINST DISCRIMINATION - RETALIATION**

- (e) Such other relief as the Court may deem just and appropriate under the circumstances.
- (d) Attorneys' fees, pre- and post-judgment interest, and costs of suit; and
- (c) Punitive damages;
- (b) Reimbursement for medical expenses;

mental anguish;

emotional distress damages, including, but not limited to, pain, suffering, stress, humiliation, and
(a) Compensatory damages for loss of wages (back pay and front pay) and lost benefits,

Vitullo, McNamara, Sisk and Chai, jointly and severally, and seeks the following relief:

WHEREFORE Plaintiff demands judgment against Defendants City, FFD, Bollwage,

as to warrant an award of punitive damages.

WHEREFORE Plaintiff demands judgment against Defendants City, FFD, Bollwage,

Vitullo, McNamara, Sisk and Chai, jointly and severally, and seeks the following relief:

- (a) Compensatory damages for loss of wages (back pay and front pay) and lost benefits, emotional distress damages, including, but not limited to, pain, suffering, stress, humiliation, and mental anguish;
- (b) Reimbursement for medical expenses;
- (c) Punitive damages;
- (d) Attorneys' fees, pre- and post-judgment interest, and costs of suit; and
- (e) Such other relief as the Court may deem just and appropriate under the circumstances.

**COUNT FIVE
LAW AGAINST DISCRIMINATION – AIDING & ABETTING**

174. Plaintiff repeats and realleges the allegations set forth in the preceding paragraphs as if fully set forth herein.

175. The aforementioned conduct of Defendants Bollwage, Vitullo, Sisk, McNamara, and Chai constitute aiding and abetting illegal discrimination and retaliation against Plaintiff because of his national origin and disability, and because he complained about disability discrimination, pursuant to the LAD, N.J.S.A. 10:5-1, et seq.

176. As a direct and proximate result of Defendants' aforesaid conduct, Plaintiff has suffered, and will continue to suffer, loss of earnings and other employment benefits, severe mental, physical and emotional distress, humiliation, stress, pain, damage to reputation and harm to his career development.

177. Defendants' aiding and abetting involved Upper Management participation and were

egregious and outrageous such as to warrant an award of punitive damages.

WHEREFORE Plaintiff demands judgment against Defendants City, FFD, Bollwage,

Vitullo, Sick, McNamara and Chai, jointly and severally, and seeks the following relief:

- (a) Compensatory damages for loss of wages (back pay and front pay) and lost benefits, emotional distress damages, including, but not limited to, pain, suffering, stress, humiliation, and mental anguish;

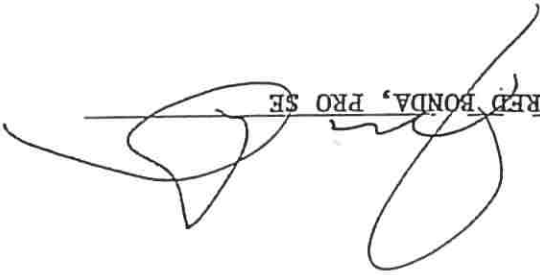
- (b) Reimbursement for medical expenses;

- (c) Punitive damages;

- (d) Attorneys' fees, pre- and post-judgment interest, and costs of suit; and

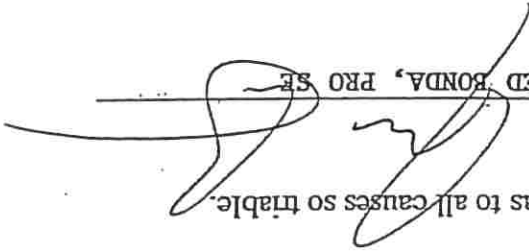
- (e) Such other relief as the Court may deem just and appropriate under the circumstances.

Dated: May 30, 2013

By: 
FRED BONDA, PRO SE

JURY DEMAND

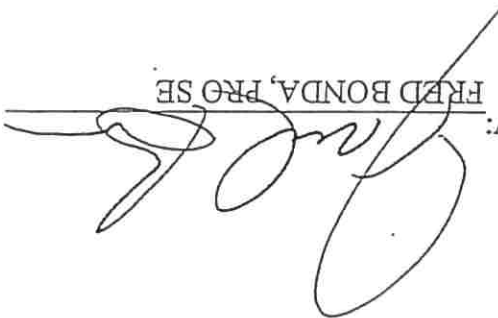
Plaintiff hereby demands a trial by jury as to all causes so triable.

By: 
FRED BONDA, PRO SE

CERTIFICATION PURSUANT TO R. 4-5-1

I hereby certify that the within matter is not the subject of any other action or arbitration proceeding pending or contemplated, nor are there any other parties known to Plaintiff who should be joined in this proceeding.

Dated: May 30, 2013

By:  FRED BONDA, PRO SE

CIVIL CASE INFORMATION STATEMENT (CIS)

Use for Initial Law Division (CIS)

Civil Part pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or if attorney's signature is not affixed.

PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA	CHG/CK NO.:	AMOUNT:	OVERPAYMENT:	BATCH NUMBER:
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ATTORNEY/PRO SE NAME Fred Bonda, Pro Se		TELEPHONE NUMBER (908) 966-2582	COUNTY OF VENUE Union County
FIRM NAME (if applicable)		DOCKET NUMBER (when available)	
OFFICE ADDRESS 829 Wyoming Avenue Elizabeth, New Jersey 07208		DOCUMENT TYPE Complaint	
NAME OF PARTY (e.g., John Doe, Plaintiff) Fred Bonda, Plaintiff		JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
CAPTION Fred Bonda, Plaintiff, v. City of Elizabeth, Elizabeth Fire Department, Christian Bollage, Individually and in His Official Capacity, Onorio Vitullo, Individually and in His Official Capacity, Edward Sisk, Individually and in His Official Capacity, Thomas McNamara, Individually and in His Official Capacity, and Mark Chal, Individually and in His Official Capacity.		IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
CASE TYPE NUMBER (See reverse side for listing) 509	IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		

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 NO

IF YES, IS THAT RELATIONSHIP
 EMPLOYER-EMPLOYEE FRIEND/NEIGHBOR OTHER (explain) _____
 FAMILIAL BUSINESS

DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY?
 YES NO

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
 YES NO

IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION:

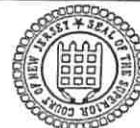
WILL AN INTERPRETER BE NEEDED?
 YES NO

IF YES, FOR WHAT LANGUAGE:

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).

ATTORNEY SIGNATURE
Fred Bonda, Pro Se





CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (briefly describe nature of action)

Track II — 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM Claim (includes bodily injury)
- 699 TORT - OTHER

Track III — 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER/CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV — Active Case Management by Individual Judge/450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
 - 303 MT. LAUREL
 - 508 COMPLEX COMMERCIAL
 - 513 COMPLEX CONSTRUCTION
 - 514 INSURANCE FRAUD
 - 620 FALSE CLAIMS ACT
 - 701 ACTIONS IN LIEU OF PREROGATIVE WRITS
- Centrally Managed Litigation (Track IV)
- 285 STRYKER TRIDENT HIP IMPLANTS
 - 288 PRUDENTIAL TORT LITIGATION
 - 289 REGLAN
 - 290 POMPTON LAKES ENVIRONMENTAL LITIGATION
- Multicounty Litigation (Track IV)
- 266 HORMONE REPLACEMENT THERAPY (HRT)
 - 271 ACCUTANE/SOTRETENIN
 - 274 RISPERDAL/SEROQUEL/ZYPREXA
 - 278 ZOMETHA/AREXIA
 - 279 GADOLINIUM
- BRISTOL-MYERS SQUIBB ENVIRONMENTAL
- 281 FOSAMAX
 - 284 NUVARING
 - 286 LEVAQUIN
 - 287 YAZ/YASMIN/OCELLA
 - 601 ASBESTOS
- PELVIC MESH/GYNECARE
- 291
 - 292 PELVIC MESH/BARD
 - 293 DEPUY ASR HIP IMPLANT LITIGATION
 - 295 ALLODERM REGENERATIVE TISSUE MATRIX
 - 623 PROPECIA

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category: Putative Class Action Title 59