

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

Robert Connizzo,

(b) County of Residence of First Listed Plaintiff Passaic

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, Email and Telephone Number)

David P. Kreizer, Esq.; Fisher, Byralsen & Kreizer, PLLC; 291 Broadway, Suite 709, New York, NY 10007; Kreizer@FBKLegal.com; (212) 962-0848

DEFENDANTS

City of Paterson, Paterson Fire Department, Paterson Office of Emergency Management, Paterson Office of Emergency Management Director Glenn Brown, et al.

County of Residence of First Listed Defendant Passaic

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

<input type="checkbox"/> 1 U.S. Government Plaintiff	<input checked="" type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)
<input type="checkbox"/> 2 U.S. Government Defendant	<input type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

	PTF	DEF		PTF	DEF
Citizen of This State	<input type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business In This State	<input type="checkbox"/> 4	<input type="checkbox"/> 4
Citizen of Another State	<input type="checkbox"/> 2	<input type="checkbox"/> 2	Incorporated and Principal Place of Business In Another State	<input type="checkbox"/> 5	<input type="checkbox"/> 5
Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	PERSONAL INJURY	PERSONAL INJURY	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 375 False Claims Act
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 365 Personal Injury - Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 367 Health Care/ Pharmaceutical Personal Injury	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 330 Federal Employers' Liability	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans)	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage	LABOR	<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<input type="checkbox"/> 390 Other Product Liability	<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 470 Other Fraud	<input type="checkbox"/> 720 Labor/Management Relations	<input type="checkbox"/> 850 Securities/Commodities/ Exchange
<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 362 Personal Injury - Medical Malpractice	<input type="checkbox"/> 471 Truth in Lending	<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 860 HIA (1395ff)
<input type="checkbox"/> 196 Franchise		<input type="checkbox"/> 472 Other Product Liability	<input type="checkbox"/> 751 Family and Medical Leave Act	<input type="checkbox"/> 862 Black Lung (923)
		<input type="checkbox"/> 473 Other Product Liability	<input type="checkbox"/> 790 Other Labor Litigation	<input type="checkbox"/> 863 DIFWC/DIWV (405(g))
		<input type="checkbox"/> 474 Other Product Liability	<input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 864 SSID Title XVI
		<input type="checkbox"/> 475 Other Product Liability		<input type="checkbox"/> 865 RSI (405(g))
		<input type="checkbox"/> 476 Other Product Liability		SOCIAL SECURITY
		<input type="checkbox"/> 477 Other Product Liability	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 890 Other Statutory Actions
		<input type="checkbox"/> 478 Other Product Liability	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 891 Agricultural Acts
		<input type="checkbox"/> 479 Other Product Liability	<input type="checkbox"/> 863 DIFWC/DIWV (405(g))	<input type="checkbox"/> 893 Environmental Matters
		<input type="checkbox"/> 480 Other Product Liability	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 895 Freedom of Information Act
		<input type="checkbox"/> 481 Other Product Liability	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 896 Arbitration
		<input type="checkbox"/> 482 Other Product Liability		<input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision
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INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
- (b) County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
- (c) Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
 - United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1335 and 1338. Suits by agencies and officers of the United States are included here.
 - United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
 - Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
 - Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1333, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; **NOTE: federal question actions take precedence over diversity cases.**)
- III. Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. Origin.** Place an "X" in one of the six boxes.
 - Original Proceedings. (1) Cases which originate in the United States district courts.
 - Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
 - Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
 - Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
 - Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
 - Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
 - Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
 - Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

FISHER, BYRIALSEN & KREIZER, PLLC
291 Broadway, Suite 709
New York, NY 10007
(212) 962-0848
Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

ROBERT CONNIZZO,

COMPLAINT and JURY DEMAND

Plaintiff,

CIVIL ACTION

v.

CITY OF PATERSON, PATERSON FIRE
DEPARTMENT, PATERSON OFFICE
OF EMERGENCY MANAGEMENT,
PATERSON OFFICE OF EMERGENCY
MANAGEMENT DIRECTOR GLENN
BROWN, PATERSON FIRE CHIEF
MICHAEL POSTERINO, PATERSON
FIRE DEPUTY CHIEF MICHAEL
FLEMING, PATERSON FIRE
BATTALION CHIEF THOMAS
BEHNKE, PATERSON FIRE
BATTALION CHIEF RYAN MURRAY,
PATERSON FIRE CHIEF OPERATOR
LETICIA HOWE, PATERSON FIRE
DISPATCHER KEISHA WESLEY,
PATERSON FIREFIGHTER JOHN
HOWE, ABC CORP. 1-10, ABC CORP
11-20, ABC CORP. 21-30, ABC CORP.
31-40, JOHN DOE 1-10, JOHN DOE 11-
20, JOHN DOE 21-30, JOHN DOE 31-40,
JOHN DOE 41-50, JOHN DOE 51-60,
JOHN DOE 61-70 and JOHN DOE 71-80
(said names being fictitious designations),

COMPLAINT

NOW COMES Plaintiff, **ROBERT CONNIZZO**, by and through his attorneys **FISHER, BYRIALSEN & KREIZER, PLLC**, and for a cause of action against defendants, both jointly and severally, respectfully states as follows:

INTRODUCTION

1. This is an action for money damages brought pursuant to 42 U.S.C. § 1983, § 1985 and § 1988, and the Fourth and Fourteenth Amendments to the United States Constitution, and under the laws of the State of New Jersey, against the City of Paterson, Paterson Fire Department (“Paterson FD”), Paterson Office of Emergency Management (“Paterson OEM”), Paterson Office of Emergency Management Director Glenn Brown (“Brown”), Paterson Fire Police Chief Michael Posterino (“Posterino”), Paterson Fire Deputy Chief Michael Fleming (“Fleming”), Paterson Fire Battalion Chief Thomas Behnke (“Behnke”), Paterson Fire Battalion Chief Ryan Murray (“Murray”), Paterson Fire Chief Operator Leticia Howe (“Leticia Howe”), Paterson Fire Dispatcher Keisha Wesley (“Wesley”), Paterson Firefighter John Howe (“John Howe”), ABC Corp. 1-10, ABC Corp. 11-20, John Doe 1-10, John Doe 11-20, John Doe 21-30, John Doe 31-40, John Doe 41-50, John Doe 51-60, John Doe 61-70 and John Doe 71-80. This action is brought against the defendants herein in its/his/her/their personal and official capacities.

2. The City of Paterson, acting as a municipal corporation, has its principal business address at 155 Market Street, Paterson New Jersey. The Paterson FD has its principal address at 48 Temple Street, Paterson, New Jersey. The Paterson OEM has its principal address at 60 Temple Street, Paterson, New Jersey.

3. The individual defendants as officers/employees of the City of Paterson, Paterson FD and/or the Paterson OEM, acting under color of state law and pursuant to their authority,

violated plaintiff's rights secured by the Civil Rights Act of 1871, 42 U.S.C. §§ 1981, 1983, 1985, 1988; by the United States Constitution, including its Fourth, Fifth, Eighth and Fourteenth Amendments and other federal law; and by the laws and Constitution of the State of New Jersey.

PARTIES

1. At all times relevant herein, plaintiff Robert Connizzo was an employee of defendant City of Paterson and the Paterson FD as a dispatcher.
2. At all times relevant herein, the City of Paterson was a municipal corporation within the State of New Jersey and the public employer of all individual defendants. Defendant City of Paterson controls the operations and employees of the Paterson FD and the Paterson OEM.
3. At all times relevant herein, the Paterson FD was and still is an entity within the City of Paterson, duly formed under the laws of the City of Paterson and State of New Jersey.
4. At all times relevant herein, the Paterson OEM was and still is an entity within the City of Paterson duly formed under the laws of the City of Paterson and State of New Jersey.
5. At all times relevant hereto, defendant Brown was and still is employed by defendant(s) and controlled the plaintiff's work environment and maintained direct and indirect control and supervision over the plaintiff.
6. At all times relevant hereto, defendant Posterino was and still is employed by defendant(s) and controlled the plaintiff's work environment and maintained direct and indirect control and supervision over the plaintiff.
7. At all times relevant hereto, defendant Fleming, was and still is employed by defendant(s) and controlled the plaintiff's work environment and maintained direct and indirect control and supervision over the plaintiff.
8. At all times relevant hereto, defendant Behnke was and still is employed by defendant(s)

and controlled the plaintiff's work environment and maintained direct and indirect control and supervision over the plaintiff.

9. At all times relevant hereto, defendant Murray was and still is employed by defendant(s) and controlled the plaintiff's work environment and maintained direct and indirect control and supervision over the plaintiff.

10. At all times relevant hereto, defendant Leticia Howe was and still is employed by defendant(s) and controlled the plaintiff's work environment and maintained direct and indirect control and supervision over the plaintiff.

11. At all times relevant hereto, defendant Wesley was and still is employed by defendant(s) and was plaintiff's co-worker and/or controlled the plaintiff's work environment and maintained direct and indirect control and supervision over the plaintiff.

12. At all times relevant hereto, defendant John Howe was and still is employed by defendant(s) and was plaintiff's co-worker and/or controlled the plaintiff's work environment and maintained direct and indirect control and supervision over the plaintiff. John Howe is also the brother of Leticia Howe.

13. ABC CORP. 1-10, ABC CORP 11-20, ABC CORP. 21-30 and ABC CORP. 31-40 represent the fictitious and/or unknown entities that employed the plaintiff throughout his tenure and/or at one time during his employment.

14. JOHN DOE 1-10, JOHN DOE 11-20, JOHN DOE 21-30, JOHN DOE 31-40, JOHN DOE 41-50, JOHN DOE 51-60, JOHN DOE 61-70, JOHN DOE 71-80, JOHN DOE 81-90, represent the fictitious and/or unknown individuals that supervised and/or participated in any unlawful acts against the plaintiff.

15. At all times referred to in this complaint, employees of the public defendants who are

referred to herein, were acting within the scope of their employment at the workplace during working hours and/or under color of law. Moreover, the public defendants ratified, embraced and added to their conduct.

16. All individual defendants are sued in their official and personal capacities.

JURISDICTION AND VENUE

12. Each and all of the acts of defendants were performed under the color and pretense of the constitutions, statutes, ordinances, regulations, customs and usages of the United States of America, the State of New Jersey, the County of Passaic and the City of Paterson, and under the authority of their office as officers and/or representatives for the City of Paterson.

13. The incident(s) which give rise to this cause of action occurred within this jurisdiction and within two years of the filing of the Complaint.

14. Venue is proper in this venue pursuant to 28 U.S.C. § 1391, as all the defendants are residents of this district and/or all the acts or omissions which give rise to this cause of action occurred within this district.

15. Jurisdiction is proper pursuant to federal question jurisdiction, 28 U.S.C. § 1331, 28 U.S.C. § 1343(a)(3)(4) and 42 U.S.C. § 1983. Plaintiff further invokes the pendent and supplemental jurisdiction of the Court to hear and decide claims arising under state law pursuant to 28 U.S.C. § 1367.

16. Plaintiff avers that defendants do not have immunity for violating the civil rights of citizens.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

17. Plaintiff was employed by the public defendant(s) from February 13, 2006 until he received notice of his improper and illegal termination, dated June 19, 2013.

18. Throughout the course of his employment plaintiff performed his job duties as a dispatcher in an exemplary fashion.

19. On November 8, 2011, plaintiff arrived at work and was immediately ordered by his supervisor, defendant Behnke, to listen to calls that came into dispatch from the day before, November 7, 2011. Plaintiff was instructed to do so in order to find a medical call that had come through to dispatch but was not handled properly.

20. While doing what he was ordered to do, plaintiff came upon a call in the dispatch system between defendant Leticia Howe and Paterson Firefighter Kippy Smith. During said call, Howe and Smith could be heard planning illegal activity, including the use of narcotics, and also planning a deliberate violation of the City of Paterson and/or the Paterson FD's sick leave policy.

21. At the end of his shift, plaintiff, feeling obligated to report the call he had heard as a matter of public safety, informed his supervisor, defendant Murray, of the call he heard between defendant Leticia Howe and Firefighter Smith. Murray instructed plaintiff to go home and that he would "be in touch" regarding said call.

22. On November 9, 2011, while plaintiff was on his scheduled day off, he was contacted by defendant Murray. Defendant Murray informed plaintiff that he listened to the subject call with defendant Fleming. Plaintiff was informed that said call would be investigated and defendant Murray requested that plaintiff "write up" the incident in order to initiate the investigation. Plaintiff was given no time frame within which to "write up" said incident.

23. On November 13, 2011, again while plaintiff was on his scheduled day off, plaintiff was

contacted via telephone and text message by defendant Murray. Defendant Murray indicated that he must “write up” said incident that day and that it “was an order”. Upon receiving said order, plaintiff drove to the Paterson FD Firehouse and prepared two reports; leaving them where defendant Murray instructed.

24. Within days of reporting said call and subsequently generating said reports at defendant Murray’s request, plaintiff became the subject of significant and egregious retaliatory behavior. Said behavior included but was not limited to being called a “fucking rat”, a “piece of shit”, “garbage”, being told “snitches get stitches” and being called a “faggot”, among other defamatory remarks. Said behavior was perpetrated by defendant Leticia Howe, defendant Wesley and a number of Paterson Firefighters. Additionally, said behavior was often perpetrated in the presence of defendant Murray, plaintiff’s supervisor, who did nothing to stop it.

25. As said retaliatory behavior continued, plaintiff made multiple complaints to his supervisors, defendants Murray and Behnke included, who indicated they would address same, but never did.

26. After approximately one month of said continuing daily retaliatory behavior, in mid December, 2011, plaintiff approached defendant Murray requesting a shift transfer so he would not have to work with defendants Leticia Howe and Wesley, who were two of the main culprits in said retaliation. After plaintiff indicated that he would put said shift transfer request in writing to make it official, defendant Murray instructed him not to and that he would find someone to do “a mutual tour swap”. While plaintiff honored defendant Murray’s request, Murray did not find a transfer for plaintiff for a significant period of time; and said retaliatory behavior continued.

27. Also in mid-December, 2011, plaintiff was called into a meeting with defendant Fleming. Defendant Fleming advised plaintiff that he had listened to the subject call with defendant Posterino. Fleming further advised that “nothing would come of it” and that defendant Posterino

was "pissed" at plaintiff for reporting said illegal and violative activity and for writing the report(s) that defendant Murray had ordered him to write.

28. Throughout the rest of December, 2011 and January, 2012, said retaliatory behavior continued. Plaintiff continued to complain of same to defendants Murray and Behnke who never addressed the issue. He also continued to inquire as to his requested transfer, which did not come through.

29. On January 18, 2012, plaintiff approached defendant Murray in his office. He advised that he could no longer take the abuse that he was receiving; that he was being retaliated against for lawfully reporting wrongdoing; and that he did not do anything wrong. Plaintiff advised that if said behavior continued to be unaddressed, he would do what he had to do in order protect his legal interests.

30. On January 20, 2012, while plaintiff was on his scheduled day off, he was contacted by defendant Murray and advised that he was being transferred to a different shift. He was further advised not to come to work until the afternoon of January 22, 2012.

31. On January 21, 2012 at 12:15 a.m. two Little Falls Police Officers came to plaintiff's home. Said officers advised that the Little Falls Police Department received a call from member(s) of the Paterson FD who indicated that plaintiff was suicidal and/or that he was a danger to himself or others. After plaintiff and his parents assured the officers of the absurdity of said report, the officers left plaintiff's home.

32. On January 21, 2012 at approximately 10:00 a.m., plaintiff spoke with defendant Fleming about the Little Falls Police Officers coming to plaintiff's home earlier that morning. Defendant Fleming advised that he notified the Little Falls Police Department because defendants Howe and Wesley, the very individuals that had been the main culprits in retaliating against plaintiff, of which defendants and especially Fleming were aware, had reported that plaintiff was suicidal and

that plaintiff was a danger to himself and others. Upon information and belief, said false report by defendants Howe and Wesley and the reporting of same by defendant Fleming to the Little Falls Police Department was contrived to cast doubt on the veracity of plaintiff's valid complaints of continued retaliation.

33. Despite defendants being aware of defendants Howe and Wesley's retaliation against plaintiff, and despite plaintiff's assurances that any reports against him were false and constituted further retaliation, plaintiff was placed on paid administrative leave until further notice effective January 21, 2012.

34. After being notified of his paid administrative leave, plaintiff repeatedly asked for documentation of same and also documentation of said allegations by defendants Howe and Wesley. However, all such requests for documentation were ignored.

35. After being placed on paid administrative leave, plaintiff contacted defendant Fleming on a weekly basis as to his return to work.

36. Ultimately, on March 16, 2012, plaintiff was called into a meeting with defendant Posterino, defendant Fleming and Paterson Fire Deputy Chief Hancock. Plaintiff was advised that he was "cleared of all charges" (despite never being charged with anything) and that there was "no criminal activity discovered on [plaintiff's] part" (despite never being accused of anything). Plaintiff was further advised that he should not have reported the call between defendant Leticia Howe and Firefighter Kippy Smith; and advised that he could come back to work the next day, March 17, 2012. He was not required to appear at a Fitness for Duty evaluation or meet any other prerequisites prior to returning to work.

37. Immediately after plaintiff returned to work from his administrative leave, the aforementioned retaliatory behavior resumed. Again, despite plaintiff's complaints of same to his supervisor(s), the retaliation again went unaddressed.

38. In addition to the above described retaliatory behavior, in mid to late March, 2012, while plaintiff was leaving work after one of his shifts, he was accosted, assaulted and battered by a group of Paterson Firefighters including defendant John Howe. More specifically, defendant John Howe and the other firefighters approached plaintiff from behind, slammed him up against a wall and frisked him as if he was a police suspect. They also dumped the items of plaintiff's bag out on the ground.

39. On June 18, 2012, after reporting to work, plaintiff realized that he had forgotten his cell phone charger at home. Because there was more than enough coverage at dispatch that day, plaintiff asked his supervisor, Chief Operator Joanne Stevenson, if it was all right if plaintiff went home to retrieve his charger. Stevenson indicated that it was fine with her and to just confirm that it was all right with defendant Behnke. Defendant Behnke approved and plaintiff left dispatch to retrieve his charger. When plaintiff was leaving, he noticed defendant Brown in front of the Firehouse with 4-6 individuals around him. As plaintiff pulled out of the parking lot in his car, he made eye contact with defendant Brown who subsequently flipped the right side of his suit jacket, exposed a handgun on his right hip and placed his right hand on the butt of the handgun as if he was going to draw it against plaintiff.

40. Plaintiff immediately felt threatened and drove home. Upon arriving at home, he contacted Stevenson and requested to use his lunch break in order to calm down; which was approved.

41. Plaintiff subsequently returned to work and advised Stevenson and defendant Behnke of what had occurred involving defendant Brown. Plaintiff was then told by defendants Behnke and Fleming to write a report as to what had transpired, which he did. He was then instructed to go home and not return to work until further notice.

42. Plaintiff was again placed on administrative leave without any explanation,

receiving no documentation and without any indication as to when he might return to work.

43. In fact, plaintiff did not receive any notice from defendants until September of 2012, after defendants had been notified that plaintiff had retained counsel. Defendants requested that plaintiff appear for an investigatory interview with counsel for defendants; which plaintiff did on September 21, 2012 and again on October 8, 2012.

44. Only after plaintiff retained counsel and appeared for said investigatory interviews did plaintiff, on October 20, 2012, receive a letter, dated October 17, 2012, from defendants indicating that he had been scheduled to undergo a "Fitness for Duty" evaluation.

45. Plaintiff appeared for said evaluation on December 28, 2012 and subsequently was required to release his psychiatric and other health records; which he did.

46. Thereafter, plaintiff was certified as "Fit for Duty" and advised by defendant Fleming in late March, 2013, that he was to return to work on March 31, 2013. During said conversation, plaintiff indicated that he would like to be re-trained on the dispatch system; at no time did plaintiff advise that he would not return to work without said retraining or that he was unable to perform his work duties. Defendant Fleming then advised plaintiff not to return to work on March 31, 2013 and await further instructions as to said re-training.

47. Plaintiff did not hear from defendants until June 19, 2013 when he was served by defendants with a Preliminary Notice of Disciplinary Action charging him with "Inability to Perform Duties" and calling for his termination.

48. Plaintiff, through counsel, immediately requested a hearing and discovery related to his termination. However, all such requests have been completely ignored.

49. Upon information and belief, said Notice of Disciplinary Action is nothing more than pre-textual and in retaliation against plaintiff for raising an issue involving department misconduct and public safety.

50. Upon further information and belief, defendants have misused personnel policies selectively for their own means to quiet a whistleblower by constantly placing him on administrative leave without explanation and disciplining plaintiff to create the appearance of legitimate reasons for his discharge. Furthermore, said actions of defendants are a violation of plaintiff's due process rights and directly effect his property rights.

51. Defendants' actions and inactions were/are so intolerable that they resulted in plaintiff suffering a specific ailment and/or plaintiff taking action to seek medical treatment. In addition, the plaintiff suffered and continues to suffer psychological stress and significant economic damages from the aforementioned actions of all defendants named herein.

40. As a direct and proximate result of said acts of the Defendants, the plaintiff suffered the following injuries and damages:

- a. Violation of his constitutional rights under the Fourth and Fourteenth Amendments to the United States Constitution and 42 U.S.C. § 1983, § 1985 and § 1988;
- b. Violation of his rights under state law and the New Jersey State Constitution.
 - a. Emotional trauma and suffering;
 - b. Pain and suffering reasonably likely to occur in the future;
 - c. Mental anguish;
 - d. Humiliation and embarrassment;
 - e. Loss of Sleep;
 - f. Lost Wages;
 - g. Medical Expenses;
 - h. Economic Loss.

FIRST CLAIM FOR RELIEF:
DEPRIVATION OF FEDERAL CIVIL RIGHTS

42. Plaintiff repeats and reiterates the allegations set forth in the foregoing paragraphs with the same force and effect as though fully stated herein.

43. All of the aforementioned acts of Defendants, their agents, servants, and employees were carried out under color of state law.

44. All of the aforementioned acts deprived plaintiff of the rights, privileges, and immunities guaranteed citizens of the United States by the Fourth, Fifth, Eighth, and Fourteenth Amendments to the Constitution of the United States and in violation of 42 U.S.C. § 1983.

45. The acts complained of were carried out by the Defendants in their capacities as officers, employees and/or representatives of defendant City of Paterson, with the entire actual and/or apparent authority attendant thereto.

46. The acts complained of were carried out by the Defendants in their capacities as officers, employees and/or representatives of defendant City of Paterson, pursuant to the customs, usages, practices, procedures, and rules of the City of Paterson, Paterson Fire Department and Paterson OEM, all under the supervision of ranking officers and/or officials of said departments.

47. Defendants, collectively and individually, while acting under color of state law, engaged in conduct which constituted a custom, usage, practice, procedure, or rule of his/her respective municipality/authority, which is forbidden by the Constitution of the United States.

48. By these actions, these Defendants have deprived Plaintiff of rights secured by the Fourth, Fifth, Eighth, and Fourteenth Amendments to the United States Constitution, in violation of 42 U.S.C. § 1983, for which the Defendants are individually and jointly liable.

WHEREFORE, the plaintiff, requests this Court:

- a. Award compensatory damages to plaintiff against the defendants in the amount of \$5 million, jointly and severally;
- b. Award punitive damages in such an amount as the jury may determine is sufficient to punish the defendants for and deter others from committing the constitutional violations alleged herein.
- c. Award reasonable attorney's fees, costs and expenses to plaintiff pursuant to 42 U.S.C. § 1988 and other federal and state laws; and
- d. Award such other and further relief as this court may deem just and proper.

SECOND CLAIM FOR RELIEF:
CONSPIRACY TO DEPRIVE OF FEDERAL CIVIL RIGHTS

49. Plaintiff repeats and reiterates the allegations set forth in the foregoing paragraphs with the same force and effect as though fully stated herein.

50. Defendants engaged in a joint venture, conspired together, and had an agreement, to act in concert to commit the unlawful acts described herein for purpose of inflicting a constitutional injury and/or wrong against plaintiff and did in fact commit an overt act proximately causing plaintiff to suffer damages.

51. Specifically, defendants agreed to directly commit the constitutional injuries discussed herein sharing conspiratorial objectives to deprive plaintiff of his constitutional rights.

52. As a result of the defendants' conspiracy, plaintiff suffered damages as aforesaid.

WHEREFORE, the plaintiff, requests this Court:

- a. Award compensatory damages to plaintiff against the defendants in the amount of \$5 million, jointly and severally;

- b. Award punitive damages in such an amount as the jury may determine is sufficient to punish the defendants for and deter others from committing the constitutional violations alleged herein.
- c. Award reasonable attorney's fees, costs and expenses to plaintiff pursuant to 42 U.S.C. § 1988 and other federal and state laws; and
- d. Award such other and further relief as this court may deem just and proper.

THIRD CLAIM FOR RELIEF:
MUNICIPAL LIABILITY

- 73. Plaintiff repeats and reiterates the allegations set forth in the foregoing paragraphs with the same force and effect as though fully stated herein.
- 74. Defendants retaliated against plaintiff, placed him on administrative leave and terminated him, notwithstanding their knowledge that said actions would jeopardize Plaintiff's liberty, well-being and constitutional rights.
- 75. The acts complained of were carried out by the Defendants in their capacities as officers, employees, representatives and/or officials, with the entire actual and/or apparent authority attendant thereto.
- 76. The acts complained of were carried out by the Defendants in their capacities as Officers, employees, representatives and/or officials pursuant to the customs, policies, usages, practices, procedures, and rules of the City of Paterson, Paterson FD and Paterson OEM, all under the supervision of ranking officers and/or officials of said departments.
- 77. The customs, policies, usages, practices, procedures, and rules of City of

Paterson, Paterson FD and Paterson OEM included, but were not limited to, retaliating against plaintiff, placing him on administrative leave and terminating him without due process or just cause.

78. The foregoing customs, policies, usages, practices, procedures, and rule of City of Paterson, Paterson FD and Paterson OEM constituted deliberate indifference to the safety, well-being, and constitutional rights of Plaintiff.

79. The foregoing customs, policies, usages, practices, procedures, and rule of the City of Paterson, Paterson FD and Paterson OEM were the proximate cause of the constitutional violations suffered by Plaintiff as alleged herein.

80. The foregoing customs, policies, usages, practices, procedures, and rule of the City of Paterson, Paterson FD and Paterson OEM were the moving force behind the constitutional violations suffered by Plaintiff as alleged herein.

81. Defendants, collectively and individually, while acting under color of state law, were directly and actively involved in violating the constitutional rights of Plaintiff.

82. Defendants, collectively and individually, while acting under color of state law, acquiesced in a pattern of unconstitutional conduct by subordinate police officers and were directly responsible for the violation of Plaintiff's constitutional rights.

83. Defendant City of Paterson, as municipal policymaker in the training and supervision of defendants officers, employees, representatives and/or officials, has pursued a policy and custom of deliberate indifference to the rights of persons in their domain who suffer violations of their freedom from the excessive use of force and unreasonable force and freedom from deprivation of Liberty without Due process of law in violation of the Fourth, Fifth, Eighth, and Fourteenth Amendments to the Constitution of the United States and 42 U.S.C. § 1983, and the Constitution and laws of the State of New Jersey.

84. All of the foregoing acts by Defendants deprived Plaintiff of federally protected rights, including, but not limited to, the right:

- a. Not to be deprived of liberty without due process of law;
- b. To be free from unreasonable search and seizure under the Fourth and Fourteenth Amendments to the United States Constitution;
- c. To be protected against violations of his civil and constitutional rights;
- d. Not to have cruel and unusual punishment imposed upon him; and
- e. To receive equal protection under the law.

WHEREFORE, Plaintiff demands judgment against the defendants named herein jointly and severally, on the sixth count of this complaint as follows:

- a. Award compensatory damages to plaintiff against the defendants in the amount of \$5 million, jointly and severally;
- b. Awarding punitive damages in such an amount that the jury may determine is sufficient to punish the defendants for and deter others from committing the torts violations alleged herein;
- c. Awarding reimbursement of litigation expenses, including reasonable attorney's fees, expert fees and other costs of suit; and
- d. Award such other and further relief as this court may deem just and proper.

FOURTH CLAIM FOR RELIEF
DEPRIVATION OF CIVIL RIGHTS UNDER N.J.S.A. 10:6-2

85. Plaintiff repeats and reiterates the allegations set forth in the foregoing paragraphs with the same force and effect as though fully stated herein.

86. The above acts constitute violations of both federal and state constitutional rights and rights secured by the law of the State of New Jersey and N.J.S.A. 10:6-2.

87. All defendants, at the time of the subject incident, were acting under the color of law.

WHEREFORE, Plaintiff demands judgment against the defendants named herein jointly and severally, on the seventh count of this complaint as follows:

- a. Award compensatory damages to plaintiff against the defendants in the amount of \$5 million, jointly and severally;
- b. Awarding punitive damages in such an amount that the jury may determine is sufficient to punish the defendants for and deter others from committing the torts violations alleged herein;
- c. Awarding reimbursement of litigation expenses, including reasonable attorney's fees, expert fees and other costs of suit; and
- d. Award such other and further relief as this court may deem just and proper.

FIFTH CLAIM FOR RELIEF
CONSCIENTIOUS EMPLOYEE PROTECTION ACT ("CEPA")

52. Plaintiff realleges and incorporates herein the above paragraphs.

53. Under New Jersey Law, an employer may not retaliate against an employee because the employee discloses...to a supervisor...an activity, policy or practice of the employer... that the employee has reason to believe is in violation of the law rule or regulation pursuant to law..."
N.J.S.A. 34:19-3(a)(1).

54. Further retaliatory actions that are not permitted where the employee objects or refuses to

participate in an activity that she reasonably believes is in violation of law, rule or regulation; it is fraudulent or criminal; or is incompatible with clear mandate of policy concerning the public health, safety or welfare. N.J.S.A. 34:19-3(c)(1)-(3)

55. As noted above, plaintiff had reasonable beliefs that members of his department(s) were violating state law and/or it was incompatible with the clear mandate of public policy regarding public health, safety or welfare.

56. After raising said issues through the proper chain of command, plaintiff was ignored, transferred, subjected to harassment and subjected to a hostile work environment until he was ultimately terminated.

57. As a proximate result of defendants' retaliatory actions against plaintiff, he has suffered irreparable harm.

WHEREFORE, plaintiff demand judgment against the defendants named herein jointly and severally on the Second Count of this Complaint as follows:

- a. for an order awarding pecuniary damages, together with prejudgment interest at the highest legal rate;
- b. for an order awarding damages for pain and suffering, together with prejudgment interest at the highest legal rate;
- c. for an order awarding compensatory damages in the amount of \$5 million, jointly and severally, including but not limited to back pay and front pay together with prejudgment interest at the highest legal rate;
- d. for an order awarding punitive, exemplary and/or special damages;
- e. for an order awarding reimbursement of litigation expenses, including but not limited to reasonable attorney's fees, expert fees and other costs of suit; and
- f. for an order awarding such other and further relief as this Court may deem

equitable and just.

SIXTH CLAIM FOR RELIEF
WRONGFUL DISCHARGE IN VIOLATION OF A CLEAR MANDATE OF PUBLIC
POLICY

58. Plaintiff realleges and incorporates herein the above paragraphs.

59. The actions of defendants herein in causing the termination of plaintiff's employment, constituted wrongful and illegal retaliation for plaintiff's disclosure of the aforementioned wrongful and/or illegal conduct.

60. Said wrongful discharge is contrary to the clear mandate of the public policies of this State and is thus actionable pursuant to the doctrine propounded in Pierce v. Ortho Pharmaceutical Corp., 84 N.J. 58 (1980).

61. As a direct and proximate result of the wrongful actions of defendants, plaintiff sustained legal injury and pecuniary loss.

WHEREFORE, plaintiff demand judgment against the defendants named herein jointly and severally on the Third Count of this Complaint as follows:

- a. for an order awarding pecuniary damages, together with prejudgment interest at the highest legal rate;
- b. for an order awarding damages for pain and suffering, together with prejudgment interest at the highest legal rate;
- c. for an order awarding compensatory damages in the amount of \$5 million, jointly and severally, including but not limited to back pay and front pay together with prejudgment interest at the highest legal rate;
- d. for an order awarding punitive, exemplary and/or special damages;
- e. for an order awarding reimbursement of litigation expenses, including but not

limited to reasonable attorney's fees, expert fees and other costs of suit; and

f. for an order awarding such other and further relief as this Court may deem equitable and just.

SEVENTH CLAIM FOR RELIEF
VIOLATION OF NEW JERSEY CIVIL RIGHTS ACT

62. Plaintiff realleges and incorporates herein the above paragraphs.

63. Plaintiff as a Paterson FD dispatcher has a New Jersey state constitutionally protected right to continued public employment under the New Jersey Constitution, Art. ¶1, in accordance with Matter of Carberry, 114 N.J. 574 (1989).

64. Defendants Brown, Posterino, Fleming, Murray, Behke and/or Leticia Howe were decision makers and/or policy makers who possessed authority to establish policy with respect to the municipal entity defendants and were also directly responsible for the efficiency and routine day to day operations of the municipal entity defendants and had the authority to

- a. Administer and enforce rules and regulations and special emergency directives for the disposition of discipline of employees and personnel;
- b. Have, exercise and discharge the functions, powers and duties of the municipal entity defendants; and
- c. Delegate such of their authority as deemed necessary for the efficient operation of the municipal entity defendants to be exercised under their direction and supervision.

65. Defendants, in executing and authorizing the filing and service of disciplinary charges against the plaintiff, acted under color of law, and subjected plaintiff to the deprivation of his rights, privileges or immunities as secured by the New Jersey Constitution , Art. ¶¶ 1, 6, 18 and/or New Jersey law.

66. Defendants violated plaintiff's New Jersey Constitutional rights in that defendants, acting under color of state law, denied plaintiff of the privileges and immunities secured to him by the New Jersey Constitution , Art. ¶¶ 1, 6 and 18.

67. Defendants actions were to penalized and retaliate against plaintiff.

68. As a direct and proximate cause of defendants' actions, plaintiff has suffered and continues to suffer loss of earnings and other employment benefits, severe mental, physical and emotional distress, stress, humiliation, pain, damage to reputation and harm to his career development.

WHEREFORE, plaintiff demands judgment against the defendants named herein jointly and severally on the Fourth Count of this Complaint as follows:

- a. for an order awarding pecuniary damages, together with prejudgment interest at the highest legal rate;
- b. for an order awarding damages for pain and suffering, together with prejudgment interest at the highest legal rate;
- c. for an order awarding compensatory damages in the amount of \$5 million, jointly and severally, including but not limited to back pay and front pay together with prejudgment interest at the highest legal rate;
- d. for an order awarding punitive, exemplary and/or special damages;
- e. for an order awarding reimbursement of litigation expenses, including but not limited to reasonable attorney's fees, expert fees and other costs of suit; and
- f. for an order awarding such other and further relief as this Court may deem equitable and just.

EIGHTH CLAIM FOR RELIEF
INTENTIONAL INFILCTION OF EMOTIONAL DISTRESS

69. Plaintiff realleges and incorporates herein the above paragraphs.

70. The defendants conduct and actions as set forth above were extreme, outrageous and uncommon.

71. As a direct and proximate cause of the actions of defendant, plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment and/or aggravation of a previously existing mental or emotional condition. Furthermore, plaintiff has suffered lost wages, a diminished capacity to earn a living and a diminished capacity to enjoy her life. Moreover, plaintiff has and/or may be required to incur expenses for medical, psychiatric and/or psychological counseling and care. Plaintiff's damages have been experienced in the past and they will continue in the future.

WHEREFORE, plaintiff demand judgment against the defendants named herein jointly and severally on the Fifth Count of this Complaint as follows:

- a. for an order awarding pecuniary damages, together with prejudgment interest at the highest legal rate;
- b. for an order awarding damages for pain and suffering, together with prejudgment interest at the highest legal rate;
- c. for an order awarding compensatory damages in the amount of \$5 million, jointly and severally, including but not limited to back pay and front pay together with prejudgment interest at the highest legal rate;
- d. for an order awarding punitive, exemplary and/or special damages;
- e. for an order awarding reimbursement of litigation expenses, including but not limited to reasonable attorney's fees, expert fees and other costs of suit; and
- f. for an order awarding such other and further relief as this Court may deem equitable and just.

NINTH CLAIM FOR RELIEF
NEGLIGENT INFILCTION OF EMOTIONAL DISTRESS

72. Plaintiff realleges and incorporates herein the above paragraphs.

73. As a result of their negligence, defendants' conduct and actions as set forth above were extreme, outrageous and uncommon.

74. As a direct and proximate cause of the actions of defendant, plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment and/or aggravation of a previously existing mental or emotional condition. Furthermore, plaintiff has suffered lost wages, a diminished capacity to earn a living and a diminished capacity to enjoy her life. Moreover, plaintiff has and/or may be required to incur expenses for medical, psychiatric and/or psychological counseling and care. Plaintiff's damages have been experienced in the past and they will continue in the future.

WHEREFORE, plaintiff demand judgment against the defendants named herein jointly and severally on the Sixth Count of this Complaint as follows:

- a. for an order awarding pecuniary damages, together with prejudgment interest at the highest legal rate;
- b. for an order awarding damages for pain and suffering, together with prejudgment interest at the highest legal rate;
- c. for an order awarding compensatory damages in the amount of \$5 million, jointly and severally, including but not limited to back pay and front pay together with prejudgment interest at the highest legal rate;
- d. for an order awarding punitive, exemplary and/or special damages;
- e. for an order awarding reimbursement of litigation expenses, including but not limited to reasonable attorney's fees, expert fees and other costs of suit; and
- f. for an order awarding such other and further relief as this Court may deem

equitable and just.

TENTH CLAIM FOR RELIEF
INVASION OF PRIVACY

75. Plaintiff realleges and incorporates herein the above paragraphs.

76. The actions of defendants give rise to the common law claim of Invasion of Privacy.

77. As a direct and proximate cause of the actions of defendant, plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment and/or aggravation of a previously existing mental or emotional condition. Furthermore, plaintiff has suffered lost wages, a diminished capacity to earn a living and a diminished capacity to enjoy her life. Moreover, plaintiff has and/or may be required to incur expenses for medical, psychiatric and/or psychological counseling and care. Plaintiff's damages have been experienced in the past and they will continue in the future.

WHEREFORE, plaintiff demand judgment against the defendants named herein jointly and severally on the Seventh Count of this Complaint as follows:

- a. for an order awarding pecuniary damages, together with prejudgment interest at the highest legal rate;
- b. for an order awarding damages for pain and suffering, together with prejudgment interest at the highest legal rate;
- c. for an order awarding compensatory damages in the amount of \$5 million, jointly and severally, including but not limited to back pay and front pay together with prejudgment interest at the highest legal rate;
- d. for an order awarding punitive, exemplary and/or special damages;
- e. for an order awarding reimbursement of litigation expenses, including but not limited to reasonable attorney's fees, expert fees and other costs of suit; and

f. for an order awarding such other and further relief as this Court may deem equitable and just.

ELEVENTH CLAIM FOR RELIEF
NEGLIGENCE

78. Plaintiff realleges and incorporates herein the above paragraphs.

79. Defendants were negligent, careless and reckless by failing to implement sufficient policies against retaliation, and/or hostile work environment in the workplace and establish monitoring mechanisms to assure that an employee would be free from harassment in the workplace.

80. As a result of the defendants actions and/or inactions, plaintiff was caused to and continues to be caused to suffer damages.

WHEREFORE, plaintiff demand judgment against the defendants named herein jointly and severally on the Eighth Count of this Complaint as follows:

- a. for an order awarding pecuniary damages, together with prejudgment interest at the highest legal rate;
- b. for an order awarding damages for pain and suffering, together with prejudgment interest at the highest legal rate;
- c. for an order awarding compensatory damages in the amount of \$5 million, jointly and severally, including but not limited to back pay and front pay together with prejudgment interest at the highest legal rate;
- d. for an order awarding punitive, exemplary and/or special damages;
- e. for an order awarding reimbursement of litigation expenses, including but not limited to reasonable attorney's fees, expert fees and other costs of suit; and
- f. for an order awarding such other and further relief as this Court may deem

equitable and just.

TWELFTH CLAIM FOR RELIEF
BREACH OF CONTRACT

81. Plaintiff realleges and incorporates herein the above paragraphs.

82. Plaintiff entered into a contract of employment with defendants. The contract was one in which there was a clear and definite promise of employment by the employer made with the expectation that the plaintiff would rely thereon. The terms of said contract were memorialized through the employee handbook and/or New Jersey Statute.

83. Plaintiff relied upon defendants' promise(s) and at all times was ready, willing and able to perform her duties and obligations under the contract.

84. Defendants breached its duty and obligation to perform in that it caused the termination of plaintiff from its employ in violation of plaintiff's rights.

85. Plaintiff substantially relied upon the promises of defendants to his detriment.

86. As a result of the conduct of defendants, jointly and severally, plaintiff has suffered damages.

WHEREFORE, plaintiff demand judgment against the defendants named herein jointly and severally on the Ninth Count of this Complaint as follows:

- a. for an order awarding pecuniary damages, together with prejudgment interest at the highest legal rate;
- b. for an order awarding damages for pain and suffering, together with prejudgment interest at the highest legal rate;
- c. for an order awarding compensatory damages in the amount of \$5 million, jointly and severally, including but not limited to back pay and front pay together with prejudgment interest at the highest legal rate;

- d. for an order awarding punitive, exemplary and/or special damages;
- e. for an order awarding reimbursement of litigation expenses, including but not limited to reasonable attorney's fees, expert fees and other costs of suit; and
- f. for an order awarding such other and further relief as this Court may deem equitable and just.

THIRTEENTH CLAIM FOR RELIEF
BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

- 87. Plaintiff realleges and incorporates herein the above paragraphs.
- 88. Defendants were bound to act appropriately towards plaintiff pursuant to an implied covenant of good faith and fair dealing which existed between plaintiff and defendants, and plaintiff was legally entitled to rely thereon.
- 89. As a result of the conduct of defendants, jointly and severally, plaintiff has suffered damages.

WHEREFORE, plaintiff demand judgment against the defendants named herein jointly and severally on the Tenth Count of this Complaint as follows:

- a. for an order awarding pecuniary damages, together with prejudgment interest at the highest legal rate;
- b. for an order awarding damages for pain and suffering, together with prejudgment interest at the highest legal rate;
- c. for an order awarding compensatory damages in the amount of \$5 million, jointly and severally, including but not limited to back pay and front pay together with prejudgment interest at the highest legal rate;
- d. for an order awarding punitive, exemplary and/or special damages;
- e. for an order awarding reimbursement of litigation expenses, including but not

limited to reasonable attorney's fees, expert fees and other costs of suit; and

f. for an order awarding such other and further relief as this Court may deem equitable and just.

FOURTEENTH CLAIM FOR RELIEF
DEFAMATION/DEFAMATION PER SE

90. Plaintiff realleges and incorporates herein the above paragraphs.

91. On several occasions defendants and/or their representatives told a series of untruths, with knowledge of the falsity or reckless disregard for the truth to several of the employees and/or outsiders.

92. The defamatory statements were intended to impeach plaintiff's honesty, integrity, virtue and/or personal or business reputation.

93. As a direct and proximate cause of the actions of defendant, plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment and/or aggravation of a previously existing mental or emotional condition. Furthermore, plaintiff has suffered lost wages, a diminished capacity to earn a living and a diminished capacity to enjoy her life. Moreover, plaintiff has and/or may be required to incur expenses for medical, psychiatric and/or psychological counseling and care. Plaintiff's damages have been experienced in the past and they will continue in the future.

WHEREFORE, plaintiff demand judgment against the defendants named herein jointly and severally on the Eleventh Count of this Complaint as follows:

a. for an order awarding pecuniary damages, together with prejudgment interest at the highest legal rate;

b. for an order awarding damages for pain and suffering, together with prejudgment interest at the highest legal rate;

- c. for an order awarding compensatory damages in the amount of \$5 million, jointly and severally, including but not limited to back pay and front pay together with prejudgment interest at the highest legal rate;
- d. for an order awarding punitive, exemplary and/or special damages;
- e. for an order awarding reimbursement of litigation expenses, including but not limited to reasonable attorney's fees, expert fees and other costs of suit; and
- f. for an order awarding such other and further relief as this Court may deem equitable and just.

FIFTEENTH CLAIM FOR RELIEF
ASSAULT & BATTERY

94. Plaintiff realleges and incorporates herein the above paragraphs.

95. By the aforementioned actions, the defendant(s) did inflict assault and battery upon the Plaintiff. The acts and conduct of the defendant(s) were the direct and proximate cause of injury and damage to the Plaintiff and violated his statutory and common law rights as guaranteed by the laws and Constitution of the State of New Jersey.

96. As a direct and proximate cause of the actions of defendant, plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment and/or aggravation of a previously existing mental or emotional condition. Furthermore, plaintiff has suffered lost wages, a diminished capacity to earn a living and a diminished capacity to enjoy her life. Moreover, plaintiff has and/or may be required to incur expenses for medical, psychiatric and/or psychological counseling and care. Plaintiff's damages have been experienced in the past and they will continue in the future.

WHEREFORE, plaintiff demand judgment against the defendants named herein jointly and severally on the Twelfth Count of this Complaint as follows:

- a. for an order awarding pecuniary damages, together with prejudgment interest at the highest legal rate;
- b. for an order awarding damages for pain and suffering, together with prejudgment interest at the highest legal rate;
- c. for an order awarding compensatory damages in the amount of \$5 million, jointly and severally, including but not limited to back pay and front pay together with prejudgment interest at the highest legal rate;
- d. for an order awarding punitive, exemplary and/or special damages;
- e. for an order awarding reimbursement of litigation expenses, including but not limited to reasonable attorney's fees, expert fees and other costs of suit; and
- f. for an order awarding such other and further relief as this Court may deem equitable and just.

SIXTEENTH CLAIM FOR RELIEF
NEW JERSEY LAD – RETALIATION

- 97. Plaintiff realleges and incorporates herein the above paragraphs.
- 98. The foregoing facts and circumstances demonstrate that defendants have violated the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. by retaliating against plaintiff because plaintiff reported illegal and/or wrongful activity. The defendants' actions increased and/or retaliatory action was taken against the plaintiff as a result.
- 99. Furthermore, upon information and belief, defendants have engaged in a pattern and practice of such harassment.
- 100. The defendants named herein are liable for the retaliatory conduct under the common law

principles of *respondeat superior* as well as case law holding employers responsible in situations when incidents of retaliation are known to occur and the employer fails to take remedial action.

101. As a direct and proximate cause of the actions of defendant, plaintiff has suffered mental

anguish, physical discomfort, pain and suffering, shame and embarrassment and/or aggravation of a previously existing mental or emotional condition. Furthermore, plaintiff has suffered lost wages, a diminished capacity to earn a living and a diminished capacity to enjoy his life.

Moreover, plaintiff has and/or may be required to incur expenses for medical, psychiatric and/or psychological counseling and care. Plaintiff's damages have been experienced in the past and they will continue in the future.

WHEREFORE, plaintiff demands judgment against the defendants named herein jointly and severally on the First Count of this Complaint as follows:

- a. for an order awarding pecuniary damages, together with prejudgment interest at the highest legal rate;
- b. for an order awarding damages for pain and suffering, together with prejudgment interest at the highest legal rate;
- c. for an order awarding compensatory damages in the amount of \$5 million, jointly and severally, including but not limited to back pay and front pay together with prejudgment interest at the highest legal rate;
- d. for an order awarding punitive, exemplary and/or special damages;
- e. for an order awarding reimbursement of litigation expenses, including but not limited to reasonable attorney's fees, expert fees and other costs of suit; and
- f. for an order awarding such other and further relief as this Court may deem equitable and just.

FISHER, BYRIALSEN & KREIZER, PLLC
Attorneys for Plaintiff

Dated: 8/13/13

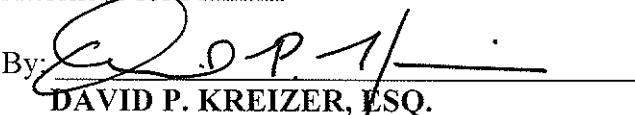
By: 
DAVID P. KREIZER, ESQ.

JURY DEMAND

Plaintiff hereby demands a trial by jury as on all issues herein presented.

FISHER, BYRIALSEN & KREIZER, PLLC
Attorneys for Plaintiff

Dated: 8/13/13

By: 
DAVID P. KREIZER, ESQ.

DESIGNATION OF TRIAL COUNSEL

Attorney David P. Kreizer, Esq., of the Law Offices of Fisher, Byrialsen & Kreizer, PLLC is hereby designated as trial counsel.

FISHER, BYRIALSEN & KREIZER, PLLC
Attorneys for Plaintiff

Dated: 8/13/13

By: 
DAVID P. KREIZER, ESQ.

CERTIFICATION

I hereby certify that the matter in controversy is also the subject of the following action:

In Re Robert Connizzo - Preliminary Notice of Disciplinary Action

I further certify that there is/are no other parties who should be joined in the within action.

FISHER, BYRIALSEN & KREIZER, PLLC
Attorneys for Plaintiff

Dated: 8/13/13

By: 
DAVID P. KREIZER, ESQ.