

**FILED**  
CUSTOMER SERVICE TEAM

JAN 09 2012

SUPERIOR COURT OF NEW JERSEY  
COUNTY OF HUDSON  
CIVIL DIVISION 02

LOUIS A. ZAYAS, ESQ.  
LAW OFFICES OF LOUIS A. ZAYAS, L.L.C.  
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North Bergen, N.J. 07047  
(201) 977-2900  
Counsel for Plaintiff

PILAR BARDROFF,

Plaintiff,

vs.

TOWNSHIP OF WEEHAWKEN,

Defendant.

) SUPERIOR COURT OF NEW JERSEY  
) LAW DIVISION: HUDSON COUNTY

) Docket No.: 2-167-12

CIVIL ACTION

COMPLAINT

The Plaintiff, PILAR BARDROFF, by and through her attorney, LOUIS A. ZAYAS of LAW OFFICES OF LOUIS A. ZAYAS, L.L.C, alleges the following based on information and belief:

**FACTS**

1. Plaintiff Pilar Bardroff is a resident of Hudson County and the State of New Jersey. Plaintiff has been a municipal employee of Weehawken since 1992.
2. Defendant Township of Weehawken ("Weehawken") is a municipality organized by the virtue of New Jersey law and pursuant to that law. Defendant Weehawken is sued to affect the full declaratory, injunctive, compensatory damages demanded by the Plaintiff.
3. Plaintiff has been a municipal employee of Weehawken for since 1992. At all times, Plaintiff has performed her job duties satisfactorily.
4. Plaintiff is the Assistant Recycling Coordinator for Weehawken. As such, Plaintiff assisted Stanley Iacono, the Recycling Coordinator of Weehawken, in managing, supervising, and operating the Recycling Department. The Recycling Department is

responsible for supervising and managing the recycling activities and initiatives in Weehawken under recycling laws.

5. As Assistant Recycling Coordinator, Plaintiff prepared, kept and maintained various recycling reports, including the important Recycling Tonnage Report and Grant Application. Plaintiff further acted as a liaison between Weehawken residents and the Recycling Department, encouraging residents to comply with the Town Ordinance regarding recycling. Plaintiff also coordinated the purchase and delivery of recycling containers and collected and organized receipts and tickets from recycling centers.

6. Stanley Iacono retired from the position of Recycling Coordinator for Weehawken on December 31, 2007. Because of Plaintiff's extensive experience and expertise, she became in effect the de facto Recycling Coordinator, carrying out the same duties and assuming the same responsibilities as the Recycling Coordinator.

7. In light of Plaintiff's added supervisory responsibilities, she desired to receive the actual title of Recycling Coordinator along with its attendant salary and benefits.

8. On January 8, 2008, Plaintiff wrote a letter to Town Manager James Marchetti and Weehawken Mayor Richard Turner expressing her desire to be considered for the open position of Recycling Coordinator, which was made available after Stanley Iacono retired. Plaintiff hand delivered the letters.

9. Plaintiff received no response from either Town Manager Marchetti or the Mayor Turner regarding her application, and was denied the promotion.

10. Despite Plaintiff's obvious qualifications for the position, Weehawken kept the position open until May 2010, when Weehawken hired a male, Jose Rodriguez, with little if any experience in recycling, as the Recycling Coordinator.

11. The new Recycling Coordinator was given a salary of approximately \$64,000, whereas Plaintiff makes approximately \$34,000 per year.

12. Plaintiff worked in the Recycling Department of Weehawken for approximately 11 years. Among her other duties, Plaintiff regularly prepared the Yearly Recycling Tonnage Report and Grant Application required by law under the 1987 New Jersey Statewide Mandatory Source Separation and Recycling Act, N.J.S.A. 13:1E-99.16.

13. On January 8, 2008, when Plaintiff handed her application for the open Recycling Coordinator position to Town Manager James Marchetti, Plaintiff mentioned that the process for the Tonnage Report and Grant Application was to be started as of the month of January. Marchetti asked if she knew how to do it, to which Plaintiff replied that she had been preparing it for the last eight years. Marchetti responded: "then take care of it honey." Plaintiff told Marchetti that she would like to be compensated for her work on the report. Marchetti responded: "absolutely! Just get the work out, and I'll talk to [Mayor Turner] about it. Don't worry, I'll make sure you get paid."

14. In April, Plaintiff returned to Marchetti to let him know the report was almost done, and asked if he had heard anything from the Mayor about her raise. Marchetti replied that he was still working on it.

15. After submitting her report, Marchetti said: "the Mayor has been very busy but I promise I'll get you a raise. The best I can do is \$6,000." Plaintiff asked if he could do better, and he said "I'll try honey."

16. The Tonnage Report is submitted to the Department of Environmental Protection ("DEP"). Plaintiff would submit the report to Joe Davis at the DEP. Having worked with Plaintiff for many years, and having seen how capably she was, Davis suggested that Plaintiff get certified as a Recycling Coordinator. Davis noted that that she was the only Weehawken employee with the experience and knowledge necessary.

17. Plaintiff relayed Davis' suggestion that she become certified to Stanley Iacono, who always replied: "No, no, no. Turner wouldn't like that!"

18. Around October 2008, Plaintiff was transferred from the Recycling Department to the Building housing the Department of Public Works.

19. Before her transfer, Town Manager James Marchetti took Plaintiff to the Department of Works Building to show her where she would be working. The building was in disrepair, but Marchetti promised Plaintiff that they would fix it up before she began working there.

20. Since Plaintiff began working at the Department of Public Works, there have been several repairs made on the building. However, there are still many problems with the building (including asbestos which was not completely removed, mice, insects, graffiti, etc.).

21. There is obscene and offensive graffiti at Plaintiff's place of work. Specifically:

- a. There is a drawing, about 2ft by 2ft, of an man's penis
- b. There is a drawing, also about 2ft by 2ft, of woman's breasts.

22. Over the past three years, Plaintiff has complained to her union contract negotiator, Terry Woodrow and to James Breen, James Marchetti, Robert Barsa and

Richard Turner, about her work environment. Yet Plaintiff's area of the building has been left in disrepair, and Weehawken has refused to clean up the graffiti.

23. When Plaintiff complained about the obscene and offensive graffiti, Marchetti told her to keep the door by her desk closed so that she would not have to look at it. However, the door is constantly left open under the order of Public Works Director Robert Barsa, revealing the offensive drawings. Marchetti and Barsa merely laughed at Plaintiff when she complained. Marchetti said: "Don't worry honey you'll be fine."

24. Plaintiff complained to the Occupational Safety and Health Administration ("OSHA"), Public Employees Occupational Safety and Health Program ("PEOSH") and PSEG. OSHA inspected the Public Works Building and told the Township what needed to be fixed.

25. An employee from PEOSH inspected Plaintiff's work place and found asbestos.

26. On November 17, 2008, a PSEG technician investigated the building and reported petroleum fumes and other gas fumes. However, no action was even taken to make repairs or deal with the problem.

27. Upon information and belief, Weehawken has attempted to isolate Plaintiff by instructing her coworkers to stay away from her because she has been complaining too much.

28. Plaintiff filed a grievance with her union in October 2008, which took the issue up with Weehawken.

29. Due to the fumes Plaintiff is exposed to in her office, and multiple insect bites she has suffered there, Plaintiff was treated by her primary doctor in several occasions.

30. On November 20, 2008, Plaintiff's doctor wrote a letter stating: "Pilar Bardroff has been under my medical care more times than usual for the past two months. I am aware of her working environment. Such conditions as petroleum fumes, cleaning chemical compounds and lack of heat may have worsened my patient's health. On her behalf I am request she is transferred to a normal working environment."

31. On April 28, 2010, Plaintiff completed the New Jersey Recycling Certifications series consisting of nine courses that met over twenty-one days.

32. Plaintiff is an active member of the Association of New Jersey Recyclers.

33. Plaintiff's file cabinet, kept under lock and key, was broken into by Robert Barsa.

34. Weebawken has been withholding Plaintiff's personal mail for over a year.

I  
**COUNT I**  
N.J.S.A. 10:1-1, *et seq.*  
**DISCRIMINATION BASED ON SEX**

35. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

36. New Jersey's Law Against Discrimination ("LAD") states: "There shall be no discrimination based on sex or marital status in the compensation, appointment, assignment, promotion, transfer, dismissal or other matters pertaining to such office or employment of persons referred to in this section."

37. Under LAD no employer may discriminate between employees on the basis of sex by paying wages to employees at a rate less than the rate at which he pays wages to employees of the opposite sex for equal work on jobs the performance of which requires equal skill, effort, seniority and responsibility, and which are performed under similar working conditions.

38. Plaintiff's job duties at the Recycling Department include: preparation and control of the Recycling Tonnage Report and Grant Application; creation and maintenance of other recycling reports; keeping order of a complex system of reports; acting as a liaison between Weehawken residents, school janitors, and independent building superintendents; controlling and assisting the pick-ups between Waste Management and Weehawken Township, working with and coordinating Waste Management employees and truck drivers; monitoring businesses, corporations, hotels, restaurants, construction sites, apartment buildings, apartment houses, private homes, liquor stores, and other buildings to ensure that recycling ordinances are followed; conducting investigations based on complaints of failures to pick up recycling from residents, shop-owners and others; and preparing, producing and delivering materials regarding recycling ordinances.

39. Jose Rodriguez's current salary is approximately \$64,000 or more, far above Plaintiff's current salary. Yet Rodriguez's and Plaintiff's jobs entail similar skill, effort, and responsibility.

40. Although Jose Rodriguez has the title of "Recycling Coordinator," his job entails almost exactly the same responsibilities as Plaintiff's job, and requires the same amount of skill and effort. Plaintiff is every bit as qualified as Jose Rodriguez, and puts

at least as much effort into her job as he does his. In addition, she has far more seniority in the Recycling Department.

41. An December 7, 2007 Memorandum of Agreement between the Township of Weehawken and Plaintiff's union, New Jersey Local 3166, states:

Seniority: Art XVI—Add—D.

Job vacancies and promotional openings will be filled by the employee applicant with the most seniority that has the qualifications to perform the job, and based on job performance and employment history.

42. Defendant has discriminated against Plaintiff based on her sex, denying her the title of "Recycling Coordinator," and paying her less than a male employee with similar job duties.

WHEREFORE, Plaintiff demands judgment against the Defendant for the following relief:

- a. Compensatory Damages;
- b. Punitive Damages;
- c. Attorney's fee and costs of suit;
- d. Such and further relief that the Court deems equitable and just.

II  
**COUNT TWO**  
N.J.S.A. 10:1-1, *et seq.*  
**HOSTILE WORK ENVIRONMENT**

43. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

44. Defendant has ordered the other employees who work in Plaintiff's building to isolate her, creating a hostile work environment in retaliation for her complaints.

45. The graffiti in Plaintiff's workplace is offense, creating a hostile work environment.

46. Plaintiff has complained many times about the graffiti, but her supervisors do not take her seriously and refuse to remedy the situation.

WHEREFORE, Plaintiff demands judgment against the Defendant for the following relief:

- a. Compensatory Damages;
- b. Punitive Damages;
- c. Attorney's fee and costs of suit;
- d. Such and further relief that the Court deems equitable and just.

III  
**COUNT THREE**  
 N.J.S.A. 10:1-1, *et seq.*  
**WHISTLEBLOWING**

47. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

48. Plaintiff complained to the Occupational Safety and Health Administration ("OSHA"), Public Employees Occupational Safety and Health Program ("PEOSH") and PSEG regarding the health conditions of the Building of Public Works. Plaintiff also complained to Defendant about the offensive graffiti in the building. Such complaints involve the public interest in the building, which is used by the public as well as employees, and the surrounding areas.

49. Defendants retaliated against Plaintiff for having complained, causing her to be isolated and creating a hostile work environment for her.

WHEREFORE, Plaintiff demands judgment against the Defendant for the following relief:

- a. Compensatory Damages;
- b. Punitive Damages;
- c. Attorney's fee and costs of suit;
- d. Such and further relief that the Court deems equitable and just.

IV  
**COUNT FOUR**  
N.J.S.A. 10:6-2, *et seq.*  
**NEW JERSEY CIVIL RIGHTS ACT**

50. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

51. Defendant retaliated against Plaintiff for exercising her right to free speech in complaining about her work environment.

52. Defendant's actions violate the New Jersey Civil Rights Act

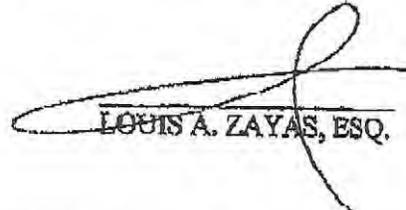
WHEREFORE, Plaintiff demands judgment against the Defendant for the following relief:

- a. Compensatory Damages;
- b. Punitive Damages;
- c. Attorney's fee and costs of suit;
- d. Such and further relief that the Court deems equitable and just.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial as to all issues.

DATED: January 9, 2012

  
LOUIS A. ZAYAS, ESQ.

**DESIGNATION OF TRIAL COUNSEL**

LOUIS A. ZAYAS, ESQ., is designated as trial counsel in this matter.

DATED: January 9, 2012

  
LOUIS A. ZAYAS, ESQ.

**DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS**

Pursuant to R. 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment. If so, please attach a copy of each, or alternative state, under oath and certification; (a) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all persons insured thereunder; (e) personal injury limits; (f) property damages limits; and (g) medical payment limits.

DATED: January 9, 2012

  
LOUIS A. ZAYAS, ESQ.

## RELEASE

This Release, dated January \_\_\_\_\_, 2014, is given

BY the Releasor, **PILAR BARDROFF**, residing at 122 Valley Drive, Morristown, New Jersey, 07960; referred to as "I",

TO the Releasee: **TOWNSHIP OF WEEHAWKEN**, and all boards, departments, agencies, commissions and authorities thereof, and all employees, members and officials of the Township of Weehawken or any such related or subordinate entity, including all persons, firms, and corporations, who might be liable, either individually or in his/her/its representative capacity, of and from any and all actions, causes of actions, claims, demands, damages, costs, loss of services, expenses and compensation, on account of, or in any way growing out of the subject matter of this Release, referred to as "You".

1. Release.

I release and give up any and all claims and rights which I may have against you. This Release all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now, including but not limited to the following claims:

As to the matter of **Pilar Bardroff v. Township of Weehawken**, filed in the Superior Court of Jersey, Law Division, Hudson County, being Docket Number HUD-L-167-12;

Any claim I may have in regard to the graffiti allegedly drawn on the photograph at my work station, on or about May 2, 2013; and

Any claim I may have in connection with the matter, State v. Pilar Bardroff, Complaint Number – 0911-S-2012-000228.

2. Payment.

In consideration of making this Release, you have agreed to pay me the following:

- FORTY-FIVE THOUSAND (\$45,000.00) DOLLARS; and
- FOUR THOUSAND FIVE HUNDRED DOLLARS (\$4,500.00) for all attorneys' fees and costs incurred in connection with the matter, State v. Pilar Bardroff, Complaint Number – 0911-S-2012-000228

The above payments are inclusive of all attorneys' fees and costs, and in full settlement of all claims which I asserted, or could have asserted against the Township of Weehawken, its employees and officials or other releasee described above.

3. Additional settlement terms

In further consideration of making this Release, I agree to consent to a transfer to a different department in the Township of Weehawken, of the Township's choosing and without objection by me, where I will work as a clerk/typist, with the same seniority and benefits I currently possess.

4. Taxability.

I further agree that neither you nor your counsel have made representations to me concerning the taxability of the amounts to be paid herewith. It is further understood that in the event a taxing entity ultimately determines that any or all of the foregoing amounts constitute income for which any taxes remain due and owing, I shall be responsible for the payment of all such taxes and shall hold you and your counsel harmless.

5. I agree that if any claims, suits or liens are asserted against me in connection with injuries or other losses, either under Workers Compensation laws, by any provider of medical, dental or hospital services, or by the State of New Jersey, or any governmental body, including welfare boards, I will indemnify and hold you or your agents and your counsel, Gebhardt & Kiefer, P.C., and the Corrigan Law Firm, harmless against such claims suits or liens. I represent that I have not received any conditional payment from Medicare or Medicaid and am not currently entitled to receive any Medicare or Medicaid benefits, and that no injuries have occurred that are related to my claims against you which would lead to any future claims for Medicare or Medicaid benefit.

6. I agree to satisfy any liens against the proceeds of the settlement including, but not limited to outstanding medical bills, workers' compensation liens, Medicare/Medicaid liens, etc., and agree to indemnify and otherwise hold harmless releasees from claims arising out of or in connection with said liens.

7. I agree and represent that I will be responsible for the complete payment and discharge of any and all liens, subrogation claims and statutory rights of reimbursement, of any kind or type whatsoever arising out of or in connection with any and all injuries and damages sustained by me or alleged to be sustained by me in the suit being released by this document, including, but not limited to those physicians, hospitals and any and all other medical/health care providers, workers' compensation insurance, no fault insurers, health benefit insurers, federal, military hospital and veteran's benefits providers, Medicare, Medicaid and ERISA plan providers.

8. It is further understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment is not to be construed as an admission of liability on the part of the Township of Weehawken. This agreement is being entered into for business reasons and for the purpose of amicably resolving the differences between the parties.

9. **Who is Bound.**

I am bound by this Release. Anyone who succeeds to my rights or responsibilities, such as my heirs or the executors of my estate is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executors of your estate.

10. **Release as a Final and Binding Disposition.**

I agree that this Release shall operate as a final and binding disposition of all disputes as to the legal liability for and as to nature and extent of any damages, claimed from Releasees by Releasor. Further, the payment of the sum recited in Paragraph (2) above, represents a full accord and satisfaction of the disputed claim.

11. **Representation by Counsel.**

I acknowledge that I have been represented by Louis A. Zayas, Esq., of the Law Offices of Louis A. Zayas, LLC, concerning the incident described in Paragraph 1 of this Release, have reviewed the provisions and conditions contained herein with my attorney, have executed this Release with the advice and consent of my attorney and hereby authorize and instruct my attorney to perform all acts necessary to carry out the intent and purpose of this Release. My attorney has explained the contents and consequences of this document to me. I have signed this Release voluntarily. I am satisfied with the services provided by my attorney.

12. **Release Governed by the Laws of the State of New Jersey.**

I agree that this Release shall be governed by and construed in accordance with the laws of the State of New Jersey. Furthermore, if any part or provision of this Release shall be held void or invalid, the remaining provisions shall remain in full force and effect.

13. **Signatures.**

I understand and agree to the terms of this Release. If this Release is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

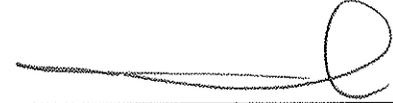
  
\_\_\_\_\_  
Witnessed or Attested by  
Lewis Zey Esq.

  
\_\_\_\_\_  
PILAR BARDROFF

STATE OF NEW JERSEY)  
: SS.  
COUNTY OF Hudson

I certify that on January 7, 2014, **PILAR BARDROFF**, personally came before me and acknowledged under oath, to my satisfaction, that she:

- (a) is named in and did personally sign this document: and
- (b) signed, sealed and delivered this document as his or her act and deed.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

-NOTARIAL SEAL-