

<hr/> JOHN V. SALIERNO,  <b>Plaintiff,</b>  vs.  CITY OF UNION CITY, BRIAN P. STACK, LUCIO P. FERNANDEZ, MARYURY A. MARTINETTI, CELIN J. VALDIVIA, WENDY A. GRULLON,  <b>Defendants.</b> <hr/>	: : SUPERIOR COURT OF NEW JERSEY : LAW DIVISION, CIVIL PART : HUDSON COUNTY  : DOCKET NO.: L- : : : CIVIL ACTION : <b>COMPLAINT</b> : : :
---	---

Plaintiff, JOHN V. SALIERNO, residing at 943 Summit Avenue in Jersey City, New Jersey, hereby alleges as follows:

***Defendants' Background***

1. Defendant, the City of Union City (hereinafter "the City") is a body politic of the State of New Jersey with an office at 3715 Palisade Avenue in Union City, New Jersey (hereinafter "City Hall").
2. Defendants, Lucio P. Fernandez, Maryury A. Martinetti, Celin J. Valdivia, and Wendy A. Grullon, serve as commissioners on the Union City Board of Commissioners (hereinafter "the Commissioners").
3. Since 2000, Defendant, Brian P. Stack (hereinafter "Stack"), has been the City's mayor.
4. Stack and the Commissioners are charged with the duty to control, oversee, and regulate the administration and functions of the City.
5. Since 2013, Stack's office as the City's mayor has been located on the third floor at City Hall ("the Mayor's Office").
6. As the City's mayor, Stack was paid an annual salary by the City.

7. Since 2008, while simultaneously serving as the City's mayor, Stack has also served as the New Jersey State Senator for New Jersey Legislative District 33 (hereinafter "state senator").
8. Since 2013, Stack maintained an office as state senator in Jersey City, New Jersey.
9. As a state senator, Stack was paid an annual salary by the State of New Jersey.
10. Since 2013, Legislative District 33 consisted of the City of Hoboken, the City of Jersey City, the City of Union City, and the Township of Weehawken.
11. Since 2013, Stack supervised various individuals employed by the City and the State of New Jersey who worked in the Mayor's Office.
12. Since 2013, at least one individual employed by the State of New Jersey to work with Stack as state senator who worked in the Mayor's Office and was supervised by Stack.
13. Since 2019, Judith Gottlieb (hereinafter "Gottlieb") has been employed by the City in a position with the title of personnel consultant.
14. As personnel consultant, Plaintiff understood Gottlieb to be responsible for human resource matters, such as employee sick time and vacation.
15. Since 2019, Justin Mercado (hereinafter "Mercado") has been an employee of the Union City Board of Education and an aide to Stack in his capacity as state senator.
16. Since 2019, Alejandro Velazquez (hereinafter "Velazquez") has been a Trustee of the Union City Board of Education and an aide to Stack in his capacity as state senator.
17. In addition to Trustee of the Union City Board of Education and an aide to Stack in his capacity as state senator, Velazquez held at least one other public position.
18. Fewer than fifteen percent of the City employees who work at City Hall are non-Hispanic White males.
19. Over seventy percent of the City employees who work in City Hall are Hispanic.

20. Over sixty percent of the City employees who work in City Hall are female.

***Plaintiff's Background***

21. Plaintiff is an adult non-Hispanic White male of Italian descent.

22. Notwithstanding Plaintiff's ethnic background, Plaintiff is proficient in the Spanish language and fluent in the English language.

23. Plaintiff holds a Bachelor of Arts from Saint Peter's University and a Juris Doctor from Seton Hall University School of Law.

24. Since 2013, Plaintiff has been an attorney licensed to practice law in the States of New Jersey and New York.

25. Since 2015, Plaintiff has practiced law as a solo practitioner in the State of New Jersey.

26. In February 2020, Plaintiff was certified by the Supreme Court of the State of New Jersey as a Civil Trial Attorney.

27. From October 2013 to April 2015, Plaintiff was employed as an associate attorney by the law firm of Dario Yacker (hereinafter "Dario Yacker").

28. During Plaintiff's employment with Dario Yacker, Dario Yacker rendered services to the City as the Union City Tenants' Advocacy Attorney ("UCTA").

29. Union City Municipal Ordinance § 334-9(A) established the UCTA under the Department of Public Affairs. The UCTA is appointed for a term of one year or until a successor is appointed and qualified.

30. § 334-9(B) of the Union City Municipal Ordinance provides that the UCTA shall:

- provide and distribute information to tenants regarding federal, state and municipal laws affecting the rights and duties of landlords and tenants;
- distribute information specifically dealing with tenants' legal rights;

- write and publish information, pamphlets, leaflets or booklets providing information on tenant/landlord rights and duties;
- operate a hotline to provide advice to tenants;
- promote, sponsor and organize tenants rights workshops to disseminate information between tenants and tenant groups in organizing to protect tenants' rights;
- receive and forward to appropriate agencies of the City complaints from tenants relating to the administrative action or inaction of any department;
- give free advice and assistance to apartment dwellers in their dealings with the City Rent Stabilization Board and/or before any court or administrative tribunal as may be assigned by the appropriate official of the City.

31. During his employment by Dario Yacker, Dario Yacker was compensated by the City at an hourly rate for the services it rendered as UCTA.

32. During his employment by Dario Yacker, nearly all of Plaintiff's work consisted of performing services as UCTA.

33. Specifically, in his work as UCTA during his employment by Dario Yacker, Plaintiff represented primarily tenants who resided in the City, but also tenants who resided outside of the City (hereinafter "non-City tenants"), in summary eviction proceedings, rent control administrative appeals, and civil lawsuits for the return of security deposits under the New Jersey Security Deposit Act, and for rent overpayments under the New Jersey Consumer Fraud Act.

34. The tenants were referred to Plaintiff by Stack and individuals employed by the State of New Jersey and/or the City who were supervised by Stack.

35. At some point between the time Plaintiff's employment by Dario Yacker ended in 2015 and 2019, the City established the UCTA as a full-time salaried attorney position with one full-

time staff member.

36. In October 2019, Plaintiff received a telephone call from an attorney with the law firm of Schumann Hanlon Margulies, LLC who served as Special Counsel to the UCTA (hereinafter “the Special Counsel”).

37. The Special Counsel informed Plaintiff that the attorney that was serving as the UCTA at that time was ill and out from work indefinitely, and asked Plaintiff if he would cover the UCTA cases.

38. The Special Counsel stated to Plaintiff that the City would compensate the Plaintiff’s private law office at the rate of \$150.00 per hour for professional services rendered for UCTA cases.

39. Plaintiff indicated to the Special Counsel that he was interested and began working on UCTA cases the following day.

40. On October 22, 2019, the Commissioners adopted a resolution appointing Plaintiff as UCTA for a term of one year with an hourly rate not to exceed \$150.00.

41. Plaintiff’s first court appearance on any UCTA cases was on October 29, 2019, which included cases involving non-City tenants.

42. During that week, Plaintiff was assigned several more non-City tenants by the UCTA office.

43. One such case involved a tenant who resided in the Township of Weehawken (“the Weehawken tenant”).

44. The Weehawken tenant required significant preparation, legal research and writing, and was discussed extensively by Special Counsel and Plaintiff.

45. As a result of Plaintiff’s submission to the court of an order to show cause and brief, and

subsequent hearing and argument, the judgment against the client was vacated and the complaint was dismissed.

46. After this victory, Plaintiff met with Stack and the Special Counsel in November 2019, and they complimented Plaintiff in his efforts in obtaining a dismissal for the Weehawken tenant.

47. Subsequent to the meeting with Stack and the Special Counsel in November 2019, Plaintiff met with the Special Counsel at some time in November 2019 or December 2019 in the UCTA office after consulting with tenants.

48. At that time, the Special Counsel expressed to Plaintiff that Stack was pleased with his work and may consider Plaintiff for a more permanent position as UCTA, and specifically recommended to Plaintiff not to close his private law office because political appointments were uncertain and subject to change.

49. At some point thereafter, but before the end of the calendar year 2019, the Special Counsel directed Plaintiff to submit his bill to the City in order to be compensated for the services he rendered as UCTA.

50. In December 2019, Plaintiff submitted the first bill to the City for the services he rendered as UCTA, which included services performed on behalf of non-City tenants, including but not limited to, the Weehawken tenant.

51. A City employee in the UCTA office informed Plaintiff that she was directed by the Union City Municipal Clerk to tell Plaintiff that he could not include services performed for non-City tenants on the bills that Plaintiff submitted to the City as UCTA.

52. In 2020, Plaintiff was asked by the Special Counsel to attend a meeting with Stack and him on August 7, 2020 at the William V. Musto Cultural Center located at 420 15<sup>th</sup> Street in Union City, New Jersey (hereinafter "the meeting").

53. During the meeting, Stack offered to compensate Plaintiff an annual salary of \$100,000.00, including health benefits, to be the full-time UCTA.

54. Stack and the Special Counsel also discussed Plaintiff's private law office, and representing non-City tenants as UCTA.

55. In the presence of the Special Counsel at the meeting, Stack expressed to Plaintiff that he could not bill the City for representing non-City tenants.

56. Before Plaintiff could respond, the Special Counsel responded to Stack by stating that Plaintiff would not need to bill the City because Plaintiff would be receiving an annual salary, and also suggested that Plaintiff could represent non-City tenants through his private law office, if necessary.

57. During the meeting, Stack made derogatory remarks about Italian-Americans.

58. At a public meeting held on September 8, 2020, the Commissioners adopted a resolution appointing Plaintiff as UCTA for a term of one year with a salary of \$100,000.00.

59. Plaintiff has been the only non-Hispanic White male to serve as the UCTA.

#### ***Hostile Work Environment***

60. In March 2020, the governor of the State of New Jersey declared a public health emergency due to the outbreak of the novel coronavirus-19.

61. Notwithstanding the public health emergency declared by the governor of the State of New Jersey, Stack required most City employees to continue to report to work at City Hall in person.

62. The City did not enforce any safeguards against visitors infected with or exposed to the novel coronavirus-19 from entering City Hall.

63. In January 2021, Plaintiff and another UCTA employee contracted the novel coronavirus-



19.

64. As a result of being infectedd with the novel coronavirus-19, Plaintiff was forced to isolate from his wife, three-year-old son, and infant daughter for approximately two weeks.

65. In December 2020, Plaintiff received a letter at his residence from the Brian P. Stack Civic Association soliciting donations.

66. Plaintiff asked an individual employed by the State of New Jersey to work with Stack as state senator who worked in the Mayor's Office and was supervised by Stack if should contribute to the Brian P. Stack Civic Association, and Plaintiff was told that Stack expected all employees to contribute.

67. Fearing that his employment could be terminated, Plaintiff mailed a check in the amount of \$100.00 to the Brian P. Stack Civic Association, which was deposited on January 7, 2021.

68. In March 2021, as Plaintiff was leaving work and approaching his automobile in the City employee garage, Plaintiff was approached by Mercado.

69. Plaintiff recognized Mercado from seeing him before with Stack at political events, but did not know his work title or place of employment.

70. Mercado instructed Plaintiff that Stack asked him to approach Plaintiff to solicit a donation from Plaintiff to "Brian Stack for Senate," which Mercado stated was Stack's state senate campaign fund.

71. Plaintiff asked Mercado to suggest a sum that he thought was reasonable, and Mercado responded that \$2,600.00 was the maximum allowable contribution.

72. Plaintiff asked Mercado if he thought he should make the maximum allowable contribution of \$2,600.00 to Stack for Senate, and Mercado said that would be a good idea if Plaintiff wanted to please Stack and be reappointed as UCTA.



73. Approximately ten days later, Plaintiff tendered to Mercado a check in the amount of \$2,600.00 payable to Brian Stack for Senate, which was deposited on April 6, 2021.

74. On June 7, 2021, Velazquez visited the UCTA office with a pen and notepad in hand and requested times from Plaintiff and other UCTA employees when they could help Stack campaign for state senator during the workday on June 8, 2021.

75. Velazquez expressed to Plaintiff that Stack expected all City employees to help Stack campaign on on June 8, 2021.

76. On the morning of June 8, 2021, Plaintiff reported to work at the UCTA office, while two UCTA employees were out campaigning for Stack, and then left the UCTA office in the afternoon to campaign for Stack upon the others' return.

77. On June 8, 2021, Plaintiff walked several miles dressed in professional attire distributing campaign literature for Stack's primary election for state senator, and finally went home in the evening due to a rainstorm.

78. On November 2, 2021, an election was held for the mayor council of the City of Jersey City.

79. Stack publicly supported the incumbent Jersey City mayor and Ward D councilman in their reelection.

80. In August 2021, Plaintiff began collecting petitions to run for council of Ward D.

81. Shortly thereafter, in August 2021, the Special Counsel telephoned Plaintiff on Plaintiff's personal cellular telephone and informed him that Stack inquired of him whether Plaintiff was running for council of Ward D.

82. Plaintiff responded to the Special Counsel that he had not yet collected sufficient petitions to be nominated as a candidate, and the Special Counsel directed Plaintiff to speak with



Stack and obtain Stack's approval before running for political office.

83. Subsequent to the August 2021 telephone call from the Special Counsel, Plaintiff was contacted by individual employed by the State of New Jersey to work with Stack as state senator who worked in the Mayor's Office and was supervised by Stack about running for council.

84. This individual instructed Plaintiff that Stack was disappointed that Plaintiff was running for Ward D council, and that Plaintiff would jeopardize his job as the UCTA if he ran for council.

85. From August 2021 to November 2, 2021, Stack made comments to UCTA employees that they and Plaintiff were not spending enough time assisting Stack in his reelection campaign for state senator.

86. At some time in 2021, Plaintiff was asked by a City employee who worked in the Department of Revenue and Finance to write down his race, sex, and ethnicity on a piece of paper.

***Plaintiff's Written Notice to Stack***

87. On October 31, 2021, Plaintiff notified Gottlieb, Special Counsel, and UCTA employees via electronic mail that he would not report to work on November 1, 2021 due to pain and swelling in his hand.

88. Plaintiff did not report to work on November 1, 2021 due to pain and swelling in his hand.

89. On November 1, 2021, Stack telephoned Plaintiff four times between 9:57 a.m. and 10:03 a.m. on Plaintiff's personal cellular telephone, and left a voice message.

90. On November 3, 2021, Plaintiff responded to Stack's voice message via electronic mail as follows:

"Mayor,

You called me on my cell phone on October 28, 2021, at 7:33 a.m. When I saw the missed call, I sent you a text message at 9:01 a.m., which read, "Sorry I just saw your missed call." You did not respond.

On October 31, 2021, at 11:21 p.m., I sent an e-mail to Judy Gottlieb, [REDACTED] and [ucta@ucnj.com](mailto:ucta@ucnj.com), an account shared by [REDACTED] and me. The message read: "Judy, I woke up this morning with severe pain and swelling in my hand. I will try to go to the doctor tomorrow, and will not be coming to the office." Although there were no instructions when I was hired about time off, benefits, etc., I have come to learn that Judy Gottlieb keeps track of time off and other human resource issues. She is not in the office five days per week, which is why I e-mailed her.

On November 1, 2021, you called me on my cell phone four times between 9:57 a.m. and 10:03 a.m., and left a voicemail at 9:59 a.m. In it, you said, "I don't understand how every time I call you, you don't pick up your phone. You're not upstairs at ten o'clock in the morning on Monday, no one is upstairs, no one in the office. This is total insubordination. I am totally, totally unhappy. Totally unhappy. If you even care, I just want you to know that I am totally unhappy and I'll be taking action." At 10:06 a.m., you sent me a text message on my cell phone, which read, "John I've been calling you for days and cannot reach you call me immediately." At 11:47 a.m., I sent you a text message, which read, "Sorry, just got out of x-rays. You called me on Friday at 7:30 a.m. and I responded when I saw the missed call, and you called me today. I'm available." You did not respond.

I am absolutely dumbfounded by your voice and text messages. I always answer my cell phone when you call; if not, I call or text you back immediately. Missing two telephone calls on my personal cell phone—one outside work hours and the other when I was out sick, both of which I responded to by text—is not insubordination. Whatever action you take will be met with appropriate action from me or my attorney.

Do not contact me on my cell phone again. My cell phone is personal and I pay for it myself. You have my office extension, as well as my e-mail. If you need to communicate with me on a cell phone, ask the City to provide me with one."

91. After Plaintiff's November 3, 2021 e-mail to Stack, Stack did not refer any tenants to Plaintiff.

92. Instead of referring tenants directly to Plaintiff, Stack and/or his staff referred tenants only to, and communicated only with, the Special Counsel or other City employees in the UCTA

office.

93. On November 9, 2021, Plaintiff wrote to Stack via electronic mail as follows:

“Mayor,

Currently, the office is staffed by [REDACTED] and me. They work thirty-two hours per week, and the office is open thirty-five hours per week. Until the end of September, 2021, there was another employee, [REDACTED] who also worked thirty-two hours per week. She was totally unqualified in terms of knowledge and experience, and was not even fluent in English. Later, I learned that she was hired as a janitor, but was told by the City administration that she could work in my office if she preferred.

On September, 13, 2021, I submitted to you the resume of a highly qualified candidate, [REDACTED]. Despite my recommendation, five days later, you forwarded my e-mail with Ms. [REDACTED]'s resume to [REDACTED] for his review. He approved and recommended she be hired effective October 1, 2021. Several weeks later, Judy Gottlieb told me that you rejected [REDACTED] without explanation.

With the current staff, I simply cannot fulfill my duties of competence and diligence to my clients under the New Jersey Rules of Professional Conduct. This is so even with [REDACTED] and [REDACTED] remaining in the office after 4pm to complete their work. If someone qualified is not hired immediately, my clients will suffer.

94. On November 18, 2021, Plaintiff wrote to Stack via electronic mail as follows:

“Mayor,

Over the last two months, I have emailed you twice about hiring support staff with no response. I reiterate that I cannot fulfill my duties of competence and diligence to my clients under the New Jersey Rules of Professional Conduct without a full-time staff. It is inevitable that a court date or filing deadline will be missed. This constitutes a major risk of liability for the City, and professional liability for me as an attorney.”

95. On December 1, 2021, Plaintiff wrote to the Attorney General of the State of New Jersey, Office of Public Integrity and Accountability as follows:

“I work for the City of Union City as the Tenants’ Advocacy Attorney. Tenants are referred to me by Union City Mayor Brian P. Stack and his staff. Stack is also the senator for the 33rd legislative district, which covers Union City, Hoboken, Weehawken, and Jersey City. Stack’s mayoral office is primarily staffed by his NJ legislative aides, not Union City employees. Frequently, Stack and his staff

refer me tenants who do not live in Union City and expect me to represent them free of charge, as I would Union City residents. During my meeting with him on August 7, 2020, Stack told me not to include non-Union City cases in the bills I submitted to the City finance department. The City Clerk, [REDACTED], had someone tell me the same thing, which I believe was in January, 2020. Before and after those dates, Stack and his staff have asked me to represent dozens of non-Union City residents.”

96. On December 7, 2021, an individual employed by the City who worked with Stack in the Mayor’s Office responded to Plaintiff’s November 18, 2021 e-mail as follows:

“John,

Thank you for your patience as the administration took action in addressing your concerns for staff needs. [REDACTED] had a starting date of 11/22/2021 and is currently assigned to your office. I believe this alleviates the office staff shortage. Any further issues, please let us know.

Regards,

[REDACTED]”

97. On December 10, 2021, Plaintiff wrote to Stack via electronic mail, and copied individuals employed by the City who worked with Stack in the Mayor’s Office, individuals employed by the State of New Jersey to work with Stack as state senator, and at least one individual employed by the State of New Jersey to work with Stack as state senator who worked in the Mayor’s Office, as follows:

“Mayor Stack,

Please do not refer tenants who do not reside in Union City to my office. In my opinion, it is beyond the scope of my office under the ordinance. In addition, a judge of the New Jersey Superior Court recently suggested to me that it could be a violation of the New Jersey Rules of Professional Conduct. If you continue to do this, I will direct the tenants back to your office.

Thank you.”

98. On December 28, 2021, Plaintiff replied to the December 7, 2021 e-mail as follows:

“Lady,



While [REDACTED]'s hiring has alleviated the staff shortage, it has not eliminated it. The office still has only three part-time employees; I remain the only full-time—that is, 35-hour per week—employee. I won't even get into the issue of the meager pay.

Also, I don't understand what you mean by "action." I asked Mayor Stack to hire [REDACTED] on September 13, 2021. He then asked [REDACTED] to interview her, and he did so. Then, after not hearing anything from Mayor Stack for several weeks, Judy told me that he would not hire her without explanation. Clearly, the city administration does not take my office seriously; if it did, there would not have been a two-month delay in hiring a qualified candidate."

99. On December 28, 2021, Plaintiff wrote to the Attorney General of the State of New Jersey, Office of Public Integrity and Accountability as follows:

"Justin Mercado, the secretary and director of facilities of the Union City Board of Education, approached me at my job at city hall and asked me to make a financial contribution to Stack for Senate, the campaign fund for Brian P. Stack, NJ District 33 State Senator and Union City Mayor. In doing so, he suggested that making a contribution would help secure my job."

100. Subsequently, Plaintiff was contacted by Detective R. Porter of the Attorney General of the State of New Jersey, Office of Public Integrity and Accountability.

101. Between January 3, 2022 and January 7, 2022, Plaintiff met with Detective R. Porter and Detective Elizabeth Lansing at a café in Secaucus, New Jersey.

102. After having no direct communication with Plaintiff since November 1, 2021, Stack caused a letter to be hand delivered to Plaintiff in the UCTA office on January 19, 2022.

103. In January 2022, Plaintiff began to notice that Stack never clocked in or out of work on any employee time clock in City Hall.

104. On January 25, 2022, Plaintiff made a request under the New Jersey Open Public Records Act to the Union City Municipal Clerk, requesting Stack's annual salary and employee timesheets.

105. On January 27, 2022, Plaintiff responded to Stack's January 19, 2022 letter via electronic

mail as follows:

“Mayor Stack,

I received the attached letter from you on the morning of Wednesday, January 19, 2022. Immediately thereafter, I felt pain in my chest, upset stomach, headache, and trouble breathing. My co-workers told me that I did not look well. I went to the bathroom, and then called my wife, who picked me up and brought me to Jersey City Medical Center. The doctor told me that I most likely had an anxiety attack from reading the letter.

After my November 3, 2021, e-mail to you about the obnoxious voice message you left on my personal cell phone, you and your staff stopped communicating with me, and instead communicate only with [REDACTED] and [REDACTED]. Since that time, you have also refused to respond to the following e-mails from me: November 9, 2021 about the need for a full-time staff and your rejection of a qualified candidate without reason; November 16, 2021 about security measures to protect my staff and me from a violent client, [REDACTED]; November 18, 2021 about the need for a full-time staff; December 10, 2021 about you and your staff referring tenants from other municipalities to my office. You even had [REDACTED] Esq. substitute for me as the attorney in a case I was handling (Campoverde v. Mendoza, HUD-LT-2393-22) without informing me. Your only communications with me since November 3, 2021 were three emails on January 10, 2022, January 18, 2022, and January 25, 2022, all demanding weekly lists of court and non-court cases.

I will not provide you any information about any of my cases or clients for the following reasons. First, NJRPC 1.6 prevents me from discussing client matters. Second, because you are not an attorney and lack any professional qualifications, neither my clients nor my office would benefit in any way whatsoever by informing you of the status of my 100+ active cases. But, notwithstanding that you have ignored me since November 3, 2021, I would still contact you if I thought you could assist me in my work. Lastly, stretched thin already without a full-time, experienced staff, I do not have time to waste by creating extra, unnecessary work that provides no benefit to my clients. There is no law firm in the world that represents the number of clients that my office does, and those law firms have many attorneys and paralegals. Those attorneys are not supervised by laypeople, and they do not perform clerical tasks such as weekly reports. If you had any experience in a professional work environment, this would be obvious to you. My office has been stretched even thinner over the last two months due to illness, which is largely due to your failure to take any measures to prevent the spread of COVID-19, such as limiting the number of visitors into the building, requiring proof of vaccination, or allowing employees to work virtually, particularly when every other government institution in the State of New Jersey is working at reduced capacity.



As for the letter, it is incorrect in many respects. I hesitate to refer to it as your letter because it is unbelievable that you took the time to write three paragraphs after ignoring me for almost three months. This is not the first time you made false accusations about clients complaining about me; you pulled this stunt in 2014 when I held this position. Now, as then, you provided no details, just general, vague statements. The next inaccuracy in the letter is that there was never a mechanism for you to receive case status reports. The third inaccuracy is that you have never indicated to my staff or me the importance of following up on pending cases. There has never been a need to do so, and there is no need to now. Further, and I repeat, because you are not an attorney and lack any professional qualifications, you are in no position to advise me on the practice of law.

Please stop harassing and abusing my staff and me and interfering with our important work of keeping people in their homes. And stop referring tenants to my office from other municipalities. If you continue, I will take legal action and report your conduct to the Office of the New Jersey Attorney General.”

106. On February 18, 2022, and February 27, 2022, at the request of Detectives Porter and Lansing, Plaintiff sent over two hundred documents to Detectives Porter and Lansing evidencing requests to the UCTA by Stack and individuals to represent non-City tenants.

107. After Plaintiff sent over two hundred documents to Detectives Porter and Lansing evidencing requests to the UCTA by Stack and individuals to represent non-City tenants, neither Porter nor Lansing ever contacted Plaintiff again.

108. On February 25, 2022, Gottlieb caused a letter to be hand delivered to Plaintiff in the UCTA office.

109. On March 1, 2022, Plaintiff responded to Gottlieb’s February 25, 2022 letter via electronic mail as follows:

“Judy,

I received the attached letter from you on Friday 2/25/22. As you know, I was out on Thursday, and my co-workers told me they found the letter slipped under the exterior office door.

Please be advised that I did not refuse to meet with Michael Dee, of the O’Toole Scrivo law firm, the City’s Labor Counsel. Upon request (which was the very next day after he e-mailed me on 2/2/22), my attorney replied that it would be

difficult for me to meet during work hours due to my court schedule. Rather than accommodating me, Mr. Dee (who initially seemed sincere about addressing my workplace concerns), made accusations of insubordination. Oddly, he then claimed, without any legal authority, that I was an at-will employee.

I never heard the term "Labor Counsel" until Mr. Dee's first e-mail on 2/2/22. His unusual response confirmed my initial understanding of O'Toole Scrivo's role, that is dubious of any real inquiry into my workplace concerns. This is compounded by the fact that O'Toole Scrivo is hired by the City of Union City with public funds to solely represent the City as to liability to its employees. Thus, having received their letter, O'Toole Scrivo's role is more than doubtful as to my very serious workplace concerns.

As to your demand, I will gladly meet with you at the earliest to share my workplace concerns, which I previously directed to Mayor Stack."

110. On February 4, 2022, the law firm of O'Toole Scrivo wrote to Plaintiff's attorney, Francisco S. Guzman, as follows:

"Dear Mr. Guzman:

This letter will respond to your email of February 2, 2022.

As you know, we are Labor Counsel to the City of Union City ("City"). On behalf of the City, I emailed your client, Mr. Salierno on February 2, 2022, requesting to meet with him. As stated in my email to Mr. Salierno, the primary purpose of that meeting was to better understand the concerns he raised in a January 27, 2022 email to Mayor Stack. In your response to that request on behalf of Mr. Salierno, you advised that your client would not be made available for a meeting with me because he is a "licensed attorney" who "regularly appears in our States' Courts" and apparently "has an active prescheduled trial calendar." Please understand that Mr. Salierno is a full-time at will employee of the City. To be clear, my request for a meeting with Mr. Salierno was made at the direction of the City, and it is expected that Mr. Salierno will comply as a City employee. Please provide dates and times next week for that meeting. If Mr. Salierno continues to refuse that request, we will advise the City so that it can take whatever appropriate action it deems necessary.

In your email, you request a response from the City to the "serious workplace concerns" Mr. Salierno has raised. As noted, the principal purpose of the meeting I requested is to help the City understand the concerns Mr. Salierno has raised so that they can be addressed, if appropriate. Since your client is currently refusing that meeting, your request for a response to those concerns is premature.

One of the reasons the requested meeting is necessary is that, on their face, Mr.

Salierno's "concerns" do not appear grounded in fact, but appear to be raised to deflect from his refusal to comply with a reasonable directive of the Mayor. Before addressing that refusal, we want to be sure we fully understand the concerns themselves. For example, Mr. Salierno refuses to comply with the Mayor's directive for status reports from his office on the basis that such reports are purportedly prohibited by RPC 1.6. That is false. RPC 1.6 concerns an attorney's obligation to maintain the confidentiality of confidential client information, with certain exceptions. The status reports requested by the Mayor, as made abundantly clear in his January 13, 2022 memo, does not require the disclosure of any client confidential information. Thus, RPC 1.6 does not apply and does not justify Mr. Salierno's refusal to comply with his superior's directive. Since RPC 1.6 does not apply, the only explanation for Mr. Salierno's refusal to comply with this directive appears to be Mr. Salierno's belief that the Mayor "lacks any professional qualifications" and that Mr. Salierno does "not have time to waste by creating extra, unnecessary work that provides no benefits to [his] clients." Of course, insults and Mr. Salierno's desire to not perform work assigned by his superiors because he deems it "unnecessary" is not a justification for his refusal to comply with the Mayor's directive. As it stands, Mr. Salierno is simply engaged in insubordination and in conduct that is unbecoming of a public employee.

Mr. Salierno's reference to RPC 1.6 makes no sense for an additional reason. While this particular request from the Mayor does not implicate confidential client information, there may be other circumstances where client information does need to be shared with the Mayor or other City officials so that the City can properly oversee the Tenant Advocacy Office, which is under the City's Public Affairs Department. Mr. Salierno is a full-time employee of the City, accountable to his superiors, and he does not and cannot operate in a silo without oversight. Mr. Salierno cannot and should never promise to any client of the City's office that he can guarantee that no confidential client communications will be shared with other City officials as may be necessary to ensure the efficient operation of City government. I would expect that any engagement letter executed between the Office of the Tenant Advocate and any individual receiving services from that City office, would advise the client of the possibility of such disclosures and confirm the client's consent, consistent with the provisions of RPC 1.6. If that is not Mr. Salierno's standard practice, that error on his part must be remedied.

Finally, I want to bring to your attention an additional potential concern. We have become aware that Salierno Law, LLC, which we understand is a landlord-tenant-focused practice established by your client in Jersey City, New Jersey, is actively engaged in representing individuals and landlords in landlord-tenant disputes and other types of matters. It is imperative that we understand your client's involvement in Salierno Law, LLC, if any, during the time he has served as Tenant Advocate, and confirm that he did not perform any services for that private practice or any clients of that private practice (or any other private practice), at times when he should have been performing services for the City as

Tenant Advocate. As noted above, Mr. Salierno's appointment as Tenant Advocate is a full-time position, requiring that he dedicate all his time to the City during normal business hours in exchange for a salary. In the event your client has been operating a private practice during the time he served as Tenant Advocate, it also will be imperative that we understand the nature of that private practice, his involvement in it, and confirm that these dual roles did not pose any conflicts, real or perceived.

I trust that we can schedule a time to meet with Mr. Salierno next week so that we can better understand your client's concerns, confirm a process to ensure your client's accountability to his managers, and allay the concerns relating to your client's potential involvement with Salierno Law, LLC while employed full-time by the City. Thank you."

***Defendants' Termination of Plaintiff's Employment on March 18, 2022***

111. As Plaintiff arrived to work on the morning of March 18, 2022, Stack spotted Plaintiff in the employee garage.

112. Subsequently, Gottlieb arrived in the employee parking garage.

113. As Plaintiff left the garage and entered the building, Stack approached Gottlieb and instructed her to terminate Plaintiff from his position as UCTA that day.

114. Before noon on March 18, 2022, Gottlieb asked Plaintiff to see him in her office.

115. Plaintiff obliged and reported to Gottlieb's office immediately.

116. When Plaintiff arrived in Gottlieb's office, he was ushered into a conference room where a Union City police officer was waiting with a loaded firearm and handcuffs in plain view.

117. Gottlieb handed to Plaintiff a letter folded in an envelope.

118. The letter was dated March 18, 2022, addressed to Plaintiff in his capacity as UCTA, signed by Gottlieb, and displayed Stack's name in the top left corner.

119. The letter stated that Plaintiff's appointment as UCTA was terminated effective March 18, 2022.

120. Gottlieb handed a box to Plaintiff to place any personal belongings in Plaintiff's office



and carry them out of the building.

121. Then Plaintiff was escorted back to his office by the Union City police officer, who remained on his feet in very close proximity to Plaintiff and monitored Plaintiff's movements as Plaintiff piled his belongings into the box provided by Gottlieb.

122. From the time that Plaintiff returned to the UCTA office with the detective to the time the detective escorted Plaintiff out of the UCTA office down to the parking garage, two City employees in the UCTA office were crying.

123. In the scurry to gather all of his belongings from pressure of the detective, Plaintiff left behind personal property of value in the UCTA office.

124. The City terminated Plaintiff's health benefits effective March 18, 2022.

125. After the City terminated Plaintiff, Stack disparaged Plaintiff to City employees and Plaintiff's colleagues in the legal profession.

126. After the City terminated Plaintiff's employment on March 18, 2022, the City engaged the law firm of Chasan Lamparello Mallon and Cappuzzo (hereinafter "Chasan Lamparello") to serve as the UCTA.

127. Rather than a salary of \$100,000.00 that Plaintiff was compensated as the UCTA, the City compensated the law firm of Chasan Lamparello at an hourly rate.

128. To handle the UCTA caseload, Chasan Lamparello delegated two associate attorneys, each of whom had fewer than two years of professional legal experience.

129. After a period of over five months, the City appointed a Hispanic male as UCTA.

130. Plaintiff is entitled to relief from Defendants under the above facts.

131. Plaintiff has been damaged by Defendants' actions.

#### **COUNT I – NJCEPA**

132. Each allegation herein is incorporated by reference as though recited verbatim and at length.
133. Under N.J.S.A. 34:19-1, et seq., otherwise known as the New Jersey Conscientious Employee Protection Act, Plaintiff was an employee of the City.
134. The City was Plaintiff's employer under N.J.S.A. 34:19-1, et seq.
135. Stack was Plaintiff's supervisor under N.J.S.A. 34:19-1, et seq.
136. Plaintiff reasonably believed that Stack's failure to clock in or out of work on any employee time clock in City Hall was deliberate, so that Stack could conceal from the City the time that he spend during the workday working as State senator.
137. Plaintiff reasonably believed that Stack's failure and/or refusal to clock in or out of work on any employee time clock in City Hall was a violation of the law, fraudulent, and criminal.
138. Defendants terminated Plaintiff's employment on March 18, 2022, in retaliation for Plaintiff's requests for Stack to refrain from calling his personal cellular telephone, more experienced staff, workplace safety and security, and coronavirus-19 safeguards, in addition to Plaintiff's refusal to represent non-City tenants, threat to report Stack's behavior to the NJAGOPI, statements to Detectives Porter and Lansing, and OPRA request, in violation of N.J.S.A. 34:19-1, et seq.
139. Defendants' termination of Plaintiff's employment constitutes an adverse employment action that is causally linked in fact to Plaintiff's protected activities of disclosing and/or objecting to Stack's illegal activities.
140. Defendants' termination of Plaintiff's employment constitutes retaliatory action under N.J.S.A. 34:19-1, et seq.
141. Defendants' retaliatory action against Plaintiff violates N.J.S.A. 34:19-1, et seq.

142. Defendants' retaliatory action was willful, malicious, and egregious, and done with the knowledge and/or participation of Stack and the Commissioners.

143. As a result of Defendants' retaliatory action, Plaintiff has suffered damages, including loss of income and medical benefits, back pay, front pay, emotional distress, and other damages.

**WHEREFORE**, Plaintiff demands judgment against Defendants for compensatory damages, consequential damages, punitive damages, general damages, special damages, together with attorney's fees, accrued pre-judgment interest, costs of suit, and any other relief as the Court deems proper.

#### **COUNT II –WRONGFUL DISCHARGE (*PIERCE*)**

144. Each allegation herein is incorporated by reference as though recited verbatim and at length.

145. Plaintiff was discharged for disclosing, reporting, and/or refusing to engage in conduct violative of Federal and/or New Jersey State law and public policy and/or the New Jersey Rules of Professional Conduct.

**WHEREFORE**, Plaintiff demands judgment against Defendants for compensatory damages, consequential damages, punitive damages, general damages, special damages, together with attorney's fees, accrued pre-judgment interest, costs of suit, and any other relief as the Court deems proper.

#### **COUNT III – HOSTILE WORK ENVIRONMENT (NJLAD)**

146. Each allegation herein is incorporated by reference as though recited verbatim and at length.

147. Defendants' wrongful conduct created a hostile, discriminatory, and dangerous work environment that had a direct and deleterious impact upon the terms, conditions, and privileges



of Plaintiff's employment.

148. The hostile work environment to which Plaintiff was subjected was motivated by a discriminatory animus against Plaintiff due to Plaintiff's sex, gender, ethnicity, race, and color.

149. The hostile and discriminatory work environment to which Defendants subjected Plaintiff was severe, pervasive, and ongoing.

150. Defendants' actions were willful, malicious, and intended to cause Plaintiff emotional distress for the purpose of forcing Plaintiff's resignation from his position as the UCTA.

151. As a direct and proximate result of Defendants' wrongful conduct, Plaintiff has suffered and will continue to suffer damages, including severe physical and emotional distress, humiliation, loss of self-esteem, degradation, and pecuniary loss.

**WHEREFORE**, Plaintiff demands judgment against Defendants for compensatory damages, consequential damages, punitive damages, general damages, special damages, together with attorney's fees, accrued pre-judgment interest, costs of suit, and any other relief as the Court deems proper.

#### **COUNT IV – CIVIL RIGHTS VIOLATION**

152. Each allegation of this Complaint is herein incorporated by reference as though recited verbatim and at length.

153. Defendants' actions violated Plaintiff's rights under the New Jersey Constitution.

**WHEREFORE**, Plaintiff demands judgment against Defendants for compensatory damages, consequential damages, punitive damages, general damages, special damages, together with attorney's fees, accrued pre-judgment interest, costs of suit, and any other relief as the Court deems proper.

#### **COUNT V – EMOTIONAL DISTRESS**

154. Each allegation of this Complaint is herein incorporated by reference as though recited verbatim and at length.

155. Stack's isolation of Plaintiff in the UCTA office, termination of Plaintiff's employment, and disparagement of Plaintiff after terminating Plaintiff's employment, proximately caused Plaintiff severe emotional distress.

156. Stack acted intentionally, negligently, and in reckless disregard of the high probability that Plaintiff would sustain severe emotional distress as a result of Stack's isolation of Plaintiff in the UCTA, termination of Plaintiff's employment, and disparagement of Plaintiff after terminating Plaintiff's employment

157. Stack's isolation of Plaintiff in the UCTA, termination of Plaintiff's employment, and disparagement of Plaintiff after terminating Plaintiff's employment were extreme and outrageous conduct beyond all standards of decency.

**WHEREFORE**, Plaintiff demands judgment against Defendants for compensatory damages, consequential damages, punitive damages, general damages, special damages, together with attorney's fees, accrued pre-judgment interest, costs of suit, and any other relief as the Court deems proper.

#### **COUNT VI – DEFAMATION**

158. Each allegation of this Complaint is herein incorporated by reference as though recited verbatim and at length.

159. In disparaging Plaintiff, Stack negligently stated to third persons false statements about Plaintiff that tended to harm Plaintiff's reputation.

160. Stack's negligent statements to third persons disparaging Plaintiff tended to harm Plaintiffs' reputation.

161. Stack's negligent statements to third persons disparaging Plaintiff caused Plaintiff to suffer damage to his reputation.

**WHEREFORE**, Plaintiff demands judgment against Stack for compensatory damages, consequential damages, punitive damages, general damages, special damages, together with attorney's fees, accrued pre-judgment interest, costs of suit, and any other relief as the Court deems proper.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, John V. Salierno is hereby designated as trial counsel in the within matter as attorney for Plaintiff in this action.

CERTIFICATION

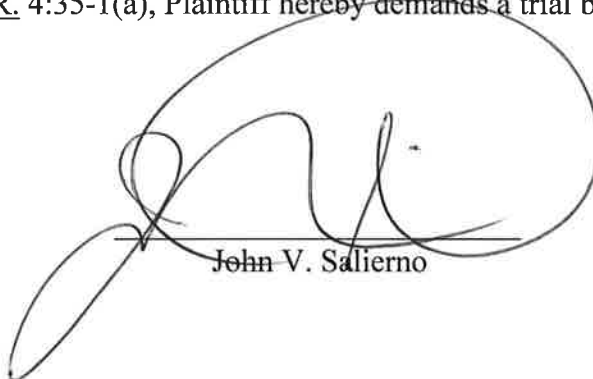
Pursuant to R. 4:5-1, I certify to the best of my knowledge and belief that the dispute about which I am suing is not the subject of any other pending court action or arbitration proceeding, and that no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this complaint, I know of no other parties that should be made a part of this lawsuit. In addition, I recognize my continuing obligation to file and serve on all parties and the court an amended certification if there is a change in the facts stated in this original certification.

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

JURY DEMAND

Pursuant to R. 1:8-2(b) and R. 4:35-1(a), Plaintiff hereby demands a trial by a jury.

Date: 3/17/23

  
John V. Salierno