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Attorneys for Defendant/Counterclaimant/Cross-Claimant Amy Lin-Rodriguez

JOSEPH M. MUNIZ,

Plaintiff/Counterclaim Defendant,

vs.

HUDSON COUNTY SCHOOLS OF TECHNOLOGY
BOARD OF EDUCATION;

Defendant/Cross-Claim Defendant,

AND

AMY LIN-RODRIGUEZ, both individually and as the
Superintendent of the Hudson County Schools of
Technology;

Defendant/Counterclaimant/Cross-Claimant

AND

JOHN MINELLA, both individually and in his official
capacity; GERALDINE PEREZ, both individually and
in her official capacity; JOSEPH COSSOLINI, both
individually and in his official capacity; DENISE
D'ALESSANDRO, both individually and in her official
capacity; MONICA FUNDORA, both individually and
in her official capacity; ADAM PARKINSON, both
individually and in his official capacity; ARTHUR
PETTIGREW, both individually and in his official
capacity; BARBARA STAMATO, both individually and
in her official capacity; DR. JOSEPH SIRANGELO,
both individually and in his official capacity; and JOHN
DOES AND/OR JANE DOES 1-25, the said name(s)
being fictitious,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUDSON COUNTY

Docket No. HUD-L-4587-24

Civil Action

**ANSWER AND AFFIRMATIVE
DEFENSES WITH
COUNTERCLAIMS AND
CROSS-CLAIMS AND
JURY DEMAND**

Defendant Amy Lin-Rodriguez (“Defendant”) by and through her attorneys, Calcagni & Kanefsky LLP, hereby answers Plaintiff Joseph M. Muniz’s (“Plaintiff”) Amended Complaint as follows:

THE PARTIES

1. The allegation in this paragraph that Plaintiff “meets the definition of an ‘employee’ under the New Jersey Law Against Discrimination” is a legal conclusion to which no answer is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny this allegation. Other than to admit that Plaintiff is a Hispanic male, Defendant lacks sufficient information to admit or deny the remaining allegations in this paragraph.

2. The allegations in this paragraph that Hudson County Schools of Technology (“HCST”) and the Hudson County Schools of Technology Board of Education (“Board”) “met and meet the definition of ‘employer’ under the NJLAD” as it relates to Plaintiff contain a legal conclusion to which no answer is required. To the extent a response is required, Defendant lacks sufficient information to admit or deny this allegation. Other than to admit that HCST has a location at 1 High Tech Way, Secaucus, NJ 07094, Defendant lacks sufficient information to admit or deny the remaining allegations in this paragraph.

3. Defendant admits that she was the Superintendent of the HCST and that Plaintiff is attempting to sue her in her official and individual capacity.

4. Defendant admits that John Minella, Geraldine Perez, Joseph Cassolini, Denise D’Alessandro, Monica Fundora, Adam Parkinson, Arthur Pettigrew, and Barbara Stamato are currently members of the Board and that Plaintiff is attempting to sue them in their official and individual capacities.

5. Other than to admit that Dr. Joseph Sirangelo is the current Acting Superintendent of HCST and that Plaintiff is attempting to sue him in his official and individual capacity, Defendant lacks sufficient information to admit or deny the remaining allegations in this paragraph.

6. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

FACTS COMMON TO ALL CLAIMS

7. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

8. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

9. Denied.

10. Other than to admit that she became the Superintendent in 2018, Defendant denies the remaining allegations in this paragraph.

11. Denied.

**The Previously Undisclosed Romantic Relationship
Between Plaintiff and Defendant Lin-Rodriguez**

12. Admitted.

13. Other than to admit that in 2006 Plaintiff and Defendant began an extramarital relationship, Defendant denies the remaining allegations in this paragraph.

14. Denied.

15. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

16. Other than to admit that during the relationship, Plaintiff and Defendant took trips together, Defendant denies the remaining allegations in this paragraph.

17. Denied.

**The Relationship Between the Plaintiff and
Lin-Rodriguez Expands to Include Gifts of Money**

18. Denied.

19. Denied.

20. Denied.

**The Romantic/Sexual Relationship Between the Plaintiff
and Lin-Rodriguez Comes to a Close**

21. Denied as it was Defendant who ended the romantic relationship with Plaintiff well before April 2024.

22. Denied.

23. Denied.

24. Denied.

25. Denied.

Discriminatory and Retaliatory Actions of the Board

26. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

27. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

28. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

29. Denied.

30. Other than to admit that Defendant met with John Minella and Dominic Pandolfo (Mr. Pandolfo) during the week of July 1, 2024, at the Silverton Diner in Toms River, New Jersey, Defendant denies the remaining allegations in this paragraph.

Overt Adverse Employment Actions

31. Denied.

32. Denied.

33. Denied.

34. Denied.

35. Denied.

36. Denied.

37. Denied.

38. Denied.

39. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

40. Denied.

41. Other than to admit that in Defendant was suspended on or about December 6, 2024, Defendant denies the remaining allegations in this paragraph.

42. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

43. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

44. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

45. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

46. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

47. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

48. Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

49. Denied.

COUNT ONE

New Jersey Law Against Discrimination – N.J.S.A. 10:5-1 et seq.

50. Defendant incorporates the foregoing paragraphs of this Answer by reference as if they were each fully set forth herein.

51. Denied.

52. Denied.

53. Denied.

54. Denied.

WHEREFORE, Defendant hereby demands judgment dismissing Plaintiff's Amended Complaint in her favor, together with reasonable attorneys' fees and costs of suit, plus such other and further relief as the Court deems just and equitable.

COUNT TWO

**New Jersey Law Against Discrimination – N.J.S.A. 10:5-1 et seq.
(Individual Liability as to Defendant Lin-Rodriguez)**

55. Defendant incorporates the foregoing paragraphs of this Answer by reference as if they were each fully set forth herein.

56. Other than to admit that she was the Superintendent of HCST, Defendant denies the remaining allegations in this paragraph.

57. Denied.

58. Denied.

59. Denied.

60. This paragraph contains conclusions of law to which no response is required. To the extent a response is required, Defendant denies the allegations in this paragraph, and asserts that Plaintiff is not entitled to any relief.

WHEREFORE, Defendant hereby demands judgment dismissing Plaintiff's Amended Complaint in her favor, together with reasonable attorneys' fees and costs of suit, plus such other and further relief as the Court deems just and equitable.

COUNT THREE
Unjust Enrichment

61. Defendant incorporates the foregoing paragraphs of this Answer by reference as if they were each fully set forth herein.

62. Denied.

63. Denied.

64. No response is required to this paragraph as it does not contain an allegation of fact requiring admission or denial. To the extent a response is deemed necessary, Defendant denies any allegations contained therein. Specifically, Defendant denies that she owes Plaintiff any money.

WHEREFORE, Defendant hereby demands judgment dismissing Plaintiff's Amended Complaint in her favor, together with reasonable attorneys' fees and costs of suit, plus such other and further relief as the Court deems just and equitable.

COUNT FOUR

Tortious Interference Against Sirangelo

65. Defendant incorporates the foregoing paragraphs of this Answer by reference as if they were each fully set forth herein.

66. The allegations in this paragraph are directed to Defendant Sirangelo so no response is required. To the extent that a specific response is required, Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

67. The allegations in this paragraph are directed to Defendant Sirangelo so no response is required. To the extent that a specific response is required, Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

68. The allegations in this paragraph are directed to Defendant Sirangelo so no response is required. To the extent that a specific response is required, Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

69. The allegations in this paragraph are directed to Defendant Sirangelo so no response is required. To the extent that a specific response is required, Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

70. The allegations in this paragraph are directed to Defendant Sirangelo so no response is required. To the extent that a specific response is required, Defendant lacks sufficient information to admit or deny the allegations in this paragraph.

WHEREFORE, Defendant hereby demands judgment dismissing Plaintiff's Amended Complaint in her favor, together with reasonable attorneys' fees and costs of suit, plus such other and further relief as the Court deems just and equitable.

AFFIRMATIVE DEFENSES

Defendant asserts the following affirmative defenses and other defenses in response to Plaintiff's Amended Complaint, without assuming the burden of proof with respect to any issues to which applicable law places the burden of proof on Plaintiff and regardless of how the defenses are enumerated herein. Defendant expressly reserves the right to supplement, amend, or delete any or all of the following defenses, as warranted by discovery or other investigation, or as justice may require.

First Affirmative Defense

The Amended Complaint, and each and every claim stated therein, fails to state a claim upon which relief can be granted.

Second Affirmative Defense

Plaintiff's claims are barred, in whole or in part, because Defendant at all times acted in accordance with her legal obligations.

Third Affirmative Defense

The Amended Complaint fails, in whole or in part, because the claims contained therein are barred by the doctrine of waiver.

Fourth Affirmative Defense

The Amended Complaint fails, in whole or in part, because the claims contained therein are barred by the doctrine of estoppel.

Fifth Affirmative Defense

The Amended Complaint fails, in whole or in part, because the claims contained therein are barred by the doctrine of laches.

Sixth Affirmative Defense

The Amended Complaint fails, in whole or in part, because the claims contained therein are barred by the doctrine of unclean hands.

Seventh Affirmative Defense

The Amended Complaint fails, in whole or in part, because Plaintiff failed to make reasonable efforts to mitigate his damages or injury.

Eighth Affirmative Defense

The Amended Complaint fails, in whole or in part, because any damages suffered by Plaintiff were not proximately caused by Defendant.

Ninth Affirmative Defense

The Amended Complaint fails, in whole or in part, because any damages suffered by Plaintiff were the direct and proximate result of Plaintiff's own actions.

Tenth Affirmative Defense

The Amended Complaint, and each and every claim stated therein, fails because to the extent that Plaintiff incurred any injury or damages, any such injury or damages were caused and brought about by the acts, conduct or omissions of individuals and/or entities other than Defendant, as such, any recovery herein should be precluded or diminished in proportion to the amount of fault attributable to such other individuals and/or entities, under the principles of equitable allocation, recoupment, set-off, proportionate responsibility, and/or comparative fault.

Eleventh Affirmative Defense

The Amended Complaint fails, in whole or in part, because Plaintiff failed to exhaust all administrative remedies.

COUNTERCLAIMS and CROSS-CLAIMS

Defendant/Counterclaimant/Cross-Claimant Amy Lin-Rodriguez (“Ms. Lin-Rodriguez”), by way of counterclaim against Plaintiff/Counterclaim Defendant Joseph M. Muniz (“Mr. Muniz”) and cross-claim against Defendant/Cross-Claim Defendant Hudson County Schools of Technology (“HCST”) Board of Education (“the Board”), hereby alleges as follows:

INTRODUCTION

1. Ms. Lin-Rodriguez, a dedicated and hardworking employee with nearly twenty-five (25) years of exemplary service to HCST and the Board, has been subjected to severe and pervasive workplace harassment by Mr. Muniz and the Board due to her sex, marital status, and/or gender for years, which created a hostile work environment.

2. During this time, the Board was fully aware of Mr. Muniz’s harassing and abusive behavior but failed to take any corrective action.

3. The Board enabled Mr. Muniz’s misconduct and directly contributed to the hostile work environment that Ms. Lin-Rodriguez endured. Accordingly, both the Board’s and Mr. Muniz’s actions violated the New Jersey Law Against Discrimination (“NJLAD”).

4. To make matters worse, the Board responded to Ms. Lin-Rodriguez’s reporting of Mr. Muniz’s abuse and his false allegations against Ms. Lin-Rodriguez by suspending her.

5. The Board’s suspension of Ms. Lin-Rodriguez was unjust and in retaliation for reporting Mr. Muniz’s harassment, and in violation of the NJLAD and the Conscientious Employee Protection Act (“CEPA”).

6. Finally, under the terms of Ms. Lin-Rodriguez’s employment contract and the law, the Board has a clear statutory and contractual obligation to defend, indemnify, and hold her harmless, including payment of her legal defense costs, with respect to Mr. Muniz’s allegations.

The Board's refusal to fulfill this obligation constitutes a breach of its legal and contractual duties to Ms. Lin-Rodriguez.

7. Accordingly, Ms. Lin-Rodriguez now brings this action seeking redress for the Board's denial of indemnification and the unlawful discrimination, harassment, retaliation, and wrongful suspension she suffered at the hands of the Board and Mr. Muniz.

PARTIES

8. Defendant/Counterclaimant/Cross-Claimant Ms. Lin-Rodriguez is a resident of Hudson County, New Jersey. At all times relevant hereto, Ms. Lin-Rodriguez was employed by the Board as Superintendent and met and meets the definition of "individual" as defined by the NJLAD and CEPA.

9. Plaintiff/Counterclaim Defendant Mr. Muniz is a resident of Hudson County, New Jersey. At all times relevant hereto, Mr. Muniz was employed by the Board as Board Secretary.

10. Defendant/Cross-Claim Defendant, the Board, is the governing body of HCST. At all times relevant hereto, the Board met and meets the definition of "employer" as defined by the NJLAD and CEPA.

JURISDICTION AND VENUE

11. This Court has jurisdiction over the counterclaims and cross-claims asserted herein under N.J.S.A. 10:1-7 and N.J.S.A. 59:13-4 because they allege violations of the NJLAD and CEPA.

12. Venue is proper in this Court under R. 4:3-2(a) because the causes of action asserted herein by Defendant-Counterclaimant/Cross-Claimant arose in Hudson County.

FACTS COMMON TO ALL CLAIMS

13. In approximately 2001, Ms. Lin-Rodriguez became a middle school teacher at the HCST Explore 2000 Middle School.

14. Subsequently, in or around 2006, she was assigned to the HCST Academy of Architecture and Contemporary Themes (“AACT”).

15. It was at HCST that Ms. Lin-Rodriguez first met Mr. Muniz as he was the Assistant Business Administrator.

16. In or around December of 2004, Mr. Muniz was appointed as the HCST Assistant School Business Administrator.

17. Thereafter, in or around 2014, he was promoted to Board Secretary and Qualified Purchasing Agent.

18. In or around 2018, Ms. Lin-Rodriguez was hired as HCST Assistant Superintendent and soon thereafter became the full-time Superintendent.

Mr. Muniz’s Harassment of Ms. Lin-Rodriguez and the Hostile Work Environment

19. In or around the Fall of 2006, Ms. Lin-Rodriguez and Mr. Muniz entered into a extramarital relationship with one another.

20. Throughout the relationship, Ms. Lin-Rodriguez consistently performed her duties as Superintendent diligently and professionally, ensuring that her responsibilities were never affected by her relationship with Mr. Muniz.

21. In stark contrast, Mr. Muniz engaged in a pattern of severe abuse, hostility, and harassment toward Ms. Lin-Rodriguez; constantly referring to her in sexually-degrading terms, storming into her office and slamming the door, yelling at and threatening her in earshot of other

HCST employees, and leaving her in tears from his persistent intimidation and abusive and violent outbursts.

22. Mr. Muniz frequently stormed into Ms. Rodriguez's office in fits of rage. On one occasion, he even went so far as to forcefully throw items on her desk onto the floor. These incidents were witnessed by HCST employees, including Human Resources ("HR") and school safety personnel, who took no action to stop it.

23. With no end of the abuse and harassment in sight, in or around 2022, Ms. Lin-Rodriguez began to distance herself from Mr. Muniz and ultimately ended the personal relationship.

24. Thereafter, Mr. Muniz's harassment of her in the workplace only escalated. It included unwelcome sexual advances and sexually-degrading comments, hurling job-related threats, and bombarding her phone with unwelcome calls and offensive and upsetting text messages.

25. The workplace became a source of constant anxiety and distress, as Ms. Lin-Rodriguez was forced to endure Mr. Muniz's ongoing harassment.

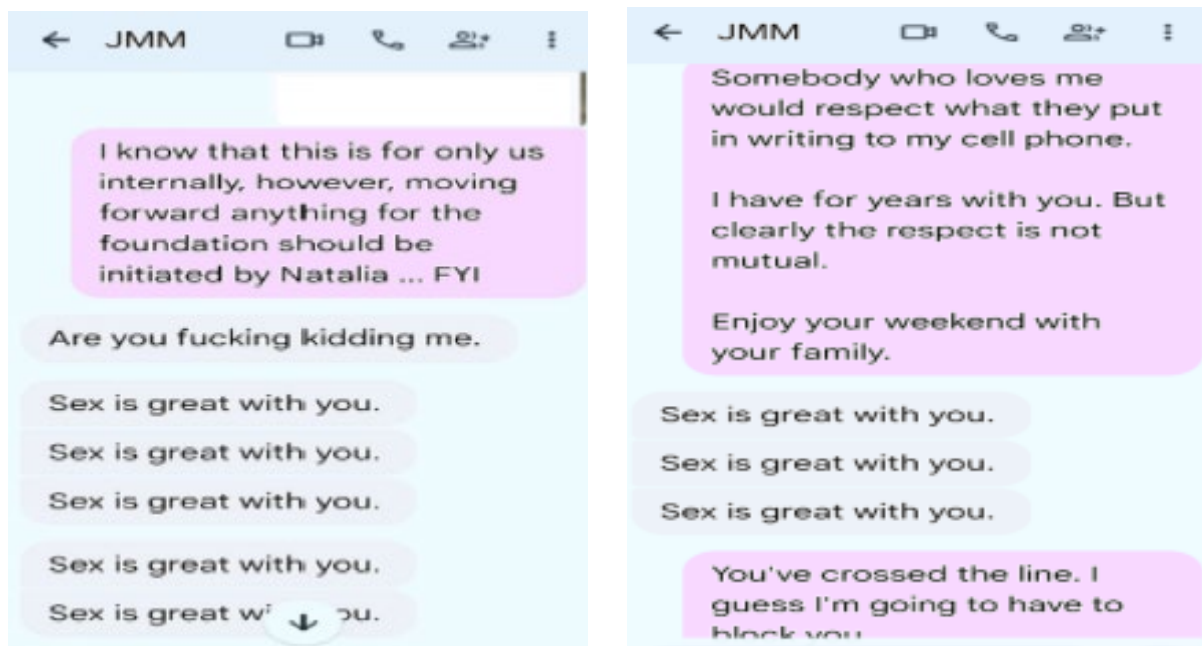
26. For example, Mr. Muniz repeatedly pressed her to resume their extramarital relationship. When Ms. Lin-Rodriguez refused, he threatened to "take her down" and claimed to have the political power to have her removed as Superintendent. He also resorted to verbal abuse, calling her profanities such as "slut," and "c*nt motherf*cker" and telling her to "Go f*ck yourself."

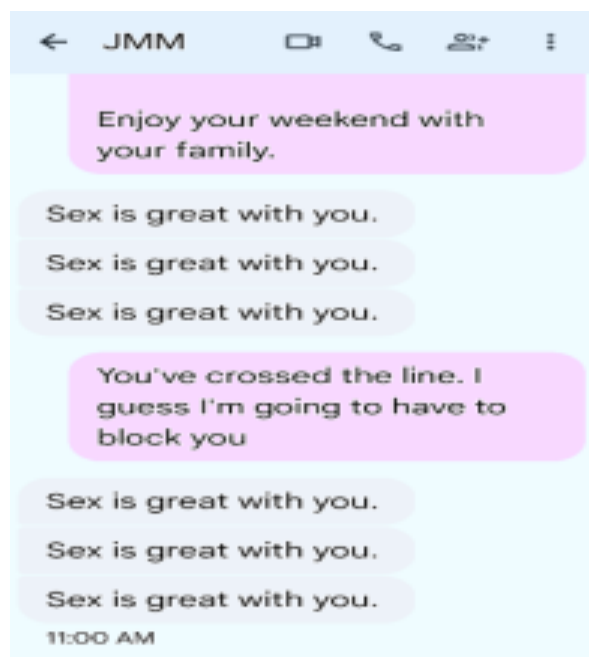
27. As Ms. Lin-Rodriguez continued distancing herself from Mr. Muniz, the more abusive he became. His anger intensified when she refused to give in to his sexual advances and

simply attempted to perform her work responsibilities, often putting her in fear for her personal safety.

28. For example, on March 9, 2024, Mr. Muniz circulated a calendar invite to arrange for an HCST Foundation meeting. After receiving the invite, Ms. Lin-Rodriguez texted Mr. Muniz a simple reminder that going forward, HCST Foundation events should be initiated by the Development Office.

29. Rather than respond professionally, Mr. Muniz harassingly replied “are you f*cking kidding me” and then texted “sex is great with you” 11 times in rapid succession.





30. This outrageous conduct, intended to upset and unnerve Ms. Lin-Rodriguez, was not an isolated incident – it was a common occurrence in the workplace that often left Ms. Lin-Rodriguez fearful and panicked for her safety.

31. Another troubling incident occurred on HCST graduation day, June 18, 2024. In the days leading up to graduation, Mr. Muniz repeatedly threatened and harassed Ms. Lin-Rodriguez.

32. On June 10, 2024, Mr. Muniz sent Ms. Lin-Rodriguez an unsolicited, one-line email that stated: “I truly love you!”

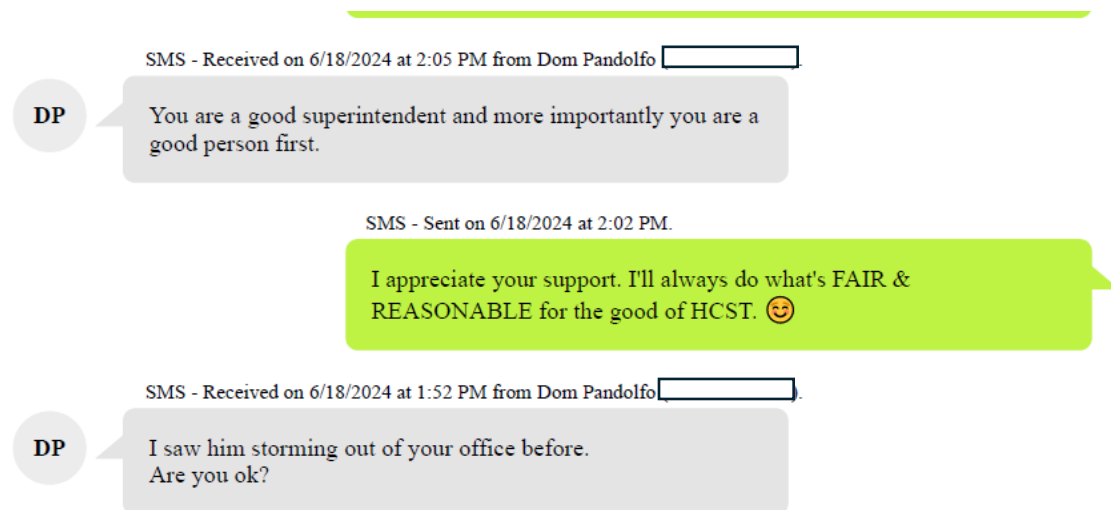
33. When Ms. Lin-Rodriguez did not reciprocate the claimed affection, Mr. Muniz, on June 12, 2024, sent another one-line email, this time stating, “Go F*ck Yourself!”

34. That same day, when Ms. Lin-Rodriguez asked him to leave her office, he screamed at her: “Go f*ck yourself, you c*nt. You’ve made an enemy you slut!”

35. Then on graduation day, while Ms. Lin-Rodriguez was alone in her office, Mr. Muniz entered her office in anger.

36. When Ms. Lin-Rodriguez insisted that he leave her alone, Mr. Muniz clenched his fists, threatened to make her work experience even more unpleasant, and then forcefully shoved her computer into her chest and stormed out.

37. After witnessing Mr. Muniz storm out of Ms. Lin-Rodriguez's office, HCST School Safety Specialist Dominck Pandolfo expressed concern.



38. Ms. Lin-Rodriguez also reported Mr. Muniz's alarming actions that day to HCST Board member Hugo Cabrera ("Mr. Cabrera"), but the Board took no protective action, allowing Mr. Muniz to continue his abuse unabated.

39. Two days later, on June 20, 2024, Ms. Lin-Rodriguez attended a board meeting. On arrival, she saw Mr. Muniz across the parking lot, who menacingly yelled "slut!" as she was walking towards the building for the meeting. Mr. Muniz thereafter followed Ms. Lin-Rodriguez into an office which prompted her to exit the office and call Mr. Cabrera to advise of Mr. Muniz's frightening behavior and sexually-degrading outburst.

40. In the months that followed, Mr. Muniz became increasingly obsessive, repeatedly calling Ms. Lin-Rodriguez to the point that she had to constantly block his numbers.

Extreme Harassment by Mr. Muniz Led to His Suspension

41. Like the June 2024 graduation incident, the November 25, 2024 incident that led to Mr. Muniz’s suspension, marked the culmination of several days of severe and outrageous abuse and sexual harassment. On November 21, 2024, Mr. Muniz sent Ms. Lin-Rodriguez a series of unwelcome text messages proclaiming his purported love for her and refusing to take no for an answer.

SMS - Received on 11/21/2024 at 3:56 PM from JMM [REDACTED]

J Love means Love.
~Mr. Muniz

SMS - Sent on 11/21/2024 at 3:55 PM.

No means no.
~ Rodriguez

SMS - Received on 11/21/2024 at 3:54 PM from JMM [REDACTED]

J Remember: Love means Love, Amy.
~Mr. Joseph M. Muniz

SMS - Sent on 11/21/2024 at 3:54 PM.

Lies
Manipulation
Others

SMS - Received on 11/21/2024 at 3:53 PM from JMM [REDACTED]

J It's a shame you want to throw it away.

SMS - Received on 11/21/2024 at 3:52 PM from JMM [REDACTED]

J We have so many years together.

SMS - Sent on 11/21/2024 at 3:52 PM.

Remember: No means No, Joe.
~Ms. A. Lin Rodriguez

42. Despite Ms. Lin-Rodriguez advising him that “enough is enough,” he refused to stop bombarding her with unwelcome and inappropriate texts:

SMS - Received on 11/21/2024 at 3:51 PM from JMM [REDACTED]

J Amy, I miss being romantic and intimate with you. STOP!

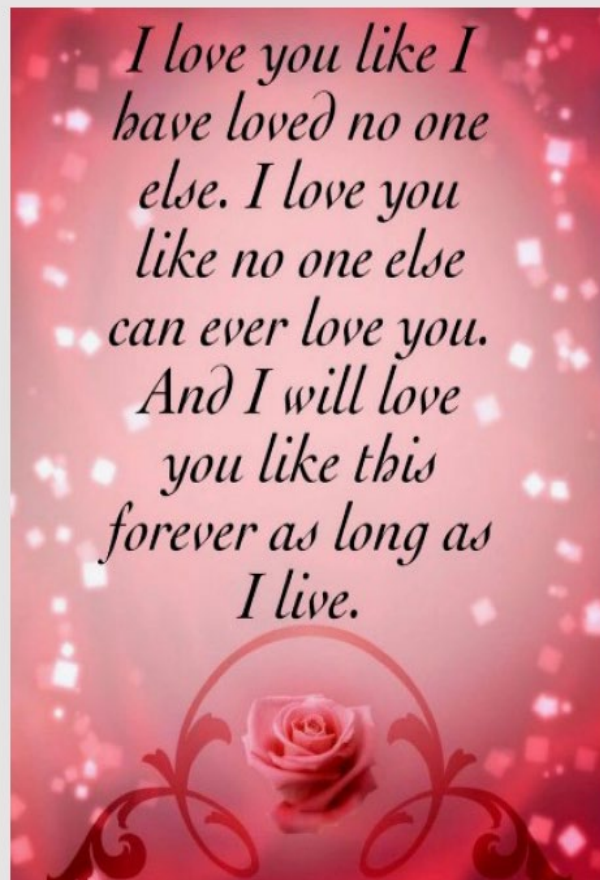
* * * *

SMS - Sent on 11/21/2024 at 4:08 PM.

You're not capable. Nor is that what I want. Enough is enough

MMS - Received on 11/21/2024 at 4:07 PM from JMM [REDACTED]

J



ALR.

* * * *

SMS - Received on 11/21/2024 at 4:15 PM from JMM [REDACTED]

J

Amy, this is tearing me up personally.

SMS - Received on 11/21/2024 at 4:12 PM from JMM [REDACTED]

J

Amy, you're killing me.

43. The next day, Mr. Muniz waited for Ms. Lin-Rodriguez outside her office. Concerned, Mr. Pandolfo warned Ms. Lin-Rodriguez of Mr. Muniz's presence.

SMS - Received on 11/22/2024 at 11:05 AM from Dom Pandolfo [REDACTED]

DP Beware :
Joe sitting outside ur office by Daisha

44. Later that afternoon, Mr. Muniz sent more texts pleading with Ms. Lin-Rodriguez to take him back and expressed an inability to separate his personal life from his professional life.

SMS - Sent on 11/22/2024 at 3:57 PM.

I am only doing my job and wish not to deal with you personally. Because of that, you are being relentless in your intimidation. You keep telling me that my contract won't be renewed and that people are talking about me. However, you won't reveal your sources.

SMS - Received on 11/22/2024 at 3:55 PM from JMM [REDACTED]

J Amy, you're trying to play hardball with me, understood!

SMS - Received on 11/22/2024 at 3:54 PM from JMM [REDACTED]

J We had many years of a romantic relationship mixed with professionalism, and it's hard to separate it to at this point because of my feelings.

SMS - Sent on 11/22/2024 at 3:38 PM.

I am just doing my job and you are the one that is mixing up personal levels.

SMS - Received on 11/22/2024 at 3:37 PM from JMM [REDACTED]

J We have many years of a partnership, love, romance, work, confidence, and many more, stop don't throw it away.

45. On the next business day, November 25, 2024, Mr. Muniz once again stormed into Ms. Lin-Rodriguez's office, expressing his frustration about the status of their relationship and the limited communication between them.

46. While Ms. Lin-Rodriguez had before experienced Mr. Muniz's anger, she was jarred by his overt rage. In fear for her safety, Ms. Lin-Rodriguez asked him to leave, prompting him to shove his finger in her face and call her a "c*nt motherf*cker" and threateningly exclaim "Just wait and see what I am going to do to you!"

47. Immediately after the incident, Ms. Lin-Rodriguez, shaken and afraid, sought help from the Director of HR who encouraged Ms. Lin-Rodriguez to discuss the matter with HCST counsel.

48. After Ms. Lin-Rodriguez advised HCST counsel of Mr. Muniz's abuse and harassment, the Board insisted that he be suspended. The Board further insisted that Ms. Lin-Rodriguez sign the letter suspending Mr. Muniz even though she was the target and victim of his abuse and hostility and fearful of his anger and retaliation.

The Board's Knowledge of Harassment and Failure to Act

49. The relationship between Mr. Muniz and Ms. Lin-Rodriguez was not a secret and was known by HCST employees and Board Members.

50. Additionally, the Board was aware of the harassment that Ms. Lin-Rodriguez endured and did nothing to stop it.

51. Mr. Muniz's harassment and hostility toward Ms. Lin-Rodriguez was so commonly known that concerned employees would monitor his presence in Ms. Lin-Rodriguez's office, including the HCST School Safety Specialist.

52. Ms. Lin-Rodriguez also regularly reported Mr. Muniz's harassment to Board Member, Mr. Cabrera.

53. For example, in one text message dated July 18, 2024, from Ms. Lin-Rodriguez to Mr. Cabrera, she stated, "I do not need Joe coming to my office pointing his finger at me. . . It's now harassing and it is affecting my child. He needs to stop. He has no respect for others and especially my role."

MMS - Received on 7/18/2024 at 11:56 AM from Hugo Cabrera [REDACTED].

HC I'll call you back.

SMS - Sent on 7/18/2024 at 9:47 AM.

I do not need Joe coming into my office pointing his finger at me

SMS - Sent on 7/18/2024 at 9:45 AM.

Call me. Thanks.

SMS - Sent on 7/18/2024 at 8:38 AM.

It's now harassing me and it is affecting my child.

SMS - Sent on 7/18/2024 at 8:29 AM.

He needs to stop. He has no respect for others and especially my role.

54. That same day, she followed up with Mr. Cabrera stating, “[Mr. Muniz] is harassing me the whole time. When you guys are in the hallway. I had to leave the room.”

SMS - Sent on 7/18/2024 at 12:37 PM.

I'm coming down

MMS - Received on 7/18/2024 at 12:37 PM from Hugo Cabrera [REDACTED].

HC I'm going to try to talk to him again now

SMS - Sent on 7/18/2024 at 12:34 PM.

He is harassing me the whole time. When you guys are in the hallway. I had to leave the room

55. Rather than address the abuse, and as a clear acknowledgment of the past extramarital relationship, Mr. Cabrera dismissively told her that “it will work out” if she gives it a chance because they “truly love each other.”

56. During this period of time, Ms. Lin-Rodriguez also had multiple phone conversations with Mr. Cabrera about Mr. Muniz's abuse.

57. Despite this knowledge, the Board failed to take appropriate action to protect Ms. Lin-Rodriguez from the harassment and hostility.

58. Instead of safeguarding Ms. Lin-Rodriguez, the Board compelled her to suspend Mr. Muniz—despite her explicit concerns and expressed fear.

59. The Board's failure to intervene and their reckless disregard for Ms. Lin-Rodriguez's safety exacerbated the hostile work environment, further subjecting her to distress and retaliation.

Retaliation by the Board Against Ms. Lin-Rodriguez

60. After Mr. Muniz was suspended, he filed the pending lawsuit against the Board, its members, and Ms. Lin-Rodriguez.

61. In response, the Board suspended Ms. Lin-Rodriguez in retaliation for her having reported the harassment she endured by Mr. Muniz.

62. Furthermore, the Board refused to defend, hold harmless, and indemnify Ms. Lin-Rodriguez as set forth in her employment contract.

63. But for Ms. Lin-Rodriguez's protected activity in reporting the harassment, the Board would not have suspended her employment.

The Board's Failure and Refusal to Comply with its Contractual and Statutory Obligations

64. On May 21, 2020, the Board and Ms. Lin-Rodriguez entered into a valid, enforceable and written contract of employment (the "Contract").

65. The Contract makes clear the Board's indemnification obligation as to Ms. Lin-Rodriguez:

K. Indemnification

*The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims suits, actions, and legal proceedings of any kind brought against the Superintendent in her capacity as an agent and/or employee of the Board. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against her, and the position of the Board in relation hereto, **the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of her legal defense.*** (Emphasis added).

66. Under the plain terms of the Contract, Ms. Lin-Rodriguez is entitled to engage her own defense counsel and the Board is contractually obligated to pay for those legal costs. The Board also has a statutory indemnification obligation to Ms. Lin-Rodriguez, pursuant to N.J.S.A. 18A:16-6.

67. To date, the Board has failed and refused to abide by their contractual and statutory obligations to indemnify Ms. Lin-Rodriguez.

CAUSES OF ACTION

COUNT I

**Violation of the New Jersey Law Against Discrimination – N.J.S.A. 10:5-1 et seq.
Sexual Harassment via Hostile Work Environment
(Against the Board)**

68. Ms. Lin-Rodriguez repeats and realleges each of the prior allegations of the within Counterclaims and Cross-Claims as if set forth at length herein.

69. As detailed above, Ms. Lin-Rodriguez was harassed and discriminated against by Mr. Muniz due to her sex, marital status, and/or gender.

70. The harassing and discriminatory conduct would not have occurred but for Ms. Lin-Rodriguez's sex, marital status, and/or gender.

71. The harassing and discriminatory conduct was severe and/or pervasive enough to make a reasonable woman believe that the conditions of employment were altered and that the working environment was hostile or abusive.

72. The Board knew or at the very least should have known about Mr. Muniz's harassment of Ms. Lin-Rodriguez yet failed to undertake appropriate remedial action.

73. The Board had the ability to rectify Mr. Muniz's behavior and prevent Mr. Muniz from engaging in harassing and discriminatory conduct but instead permitted the behavior to go on for years.

74. As a result of the Board's conduct, Ms. Lin-Rodriguez has suffered and continues to suffer emotional distress, economic loss, and other damages recoverable under the NJLAD.

WHEREFORE, Ms. Lin-Rodriguez demands judgment awarding: (a) compensatory damages including but not limited to emotional distress damages, front pay, and backpay; (b) punitive damages; (c) injunctive relief including but not limited to reinstatement and enforcement

of her contractual rights; (d) interest, costs of suit, and attorneys' fees; and (e) all other relief the Court deems just and proper.

COUNT II

Violation of the New Jersey Law Against Discrimination – N.J.S.A. 10:5-1 et seq. Retaliation (Against the Board)

75. Ms. Lin-Rodriguez repeats and realleges each of the prior allegations of the within Counterclaims and Cross-Claims as if set forth at length herein.

76. Ms. Lin-Rodriguez engaged in protected activity by reporting Mr. Muniz's harassing and discriminatory behavior.

77. After reporting such conduct, Ms. Lin-Rodriguez was subjected to adverse employment action including but not limited to her suspension.

78. Such adverse action only occurred after Ms. Lin-Rodriguez reported Mr. Muniz's harassment.

79. As a result of the Board's conduct, Ms. Lin-Rodriguez has suffered and continues to suffer emotional distress, economic loss, and other damages recoverable under the NJLAD.

WHEREFORE, Ms. Lin-Rodriguez demands judgment awarding: (a) compensatory damages including but not limited to emotional distress damages, front pay, and backpay; (b) punitive damages; (c) injunctive relief including but not limited to reinstatement and enforcement of her contractual rights; (d) interest, costs of suit, and attorneys' fees; and (e) all other relief the Court deems just and proper.

COUNT III

Violation of the New Jersey Conscientious Employee Protection Act – N.J.S.A. 34:19-1 et seq. (Against the Board)

80. Ms. Lin-Rodriguez repeats and realleges each of the prior allegations of the within Counterclaims and Cross-Claims as if set forth at length herein.

81. At all material times herein, the Board had an obligation under CEPA to refrain from taking adverse employment actions against Ms. Lin-Rodriguez.

82. Ms. Lin-Rodriguez reasonably believed that the Board was in violation of the law and its own rules and regulations by knowingly allowing Mr. Muniz to subject her to harassment, creating a hostile work environment, and failing to take any action to stop it.

83. Ms. Lin-Rodriguez reported this violation to HR and the Board, thereby engaging in a protected activity under CEPA.

84. In response to Ms. Lin-Rodriguez's report, and as a direct consequence of Ms. Lin-Rodriguez's report, the Board took retaliatory action against her, including, but not limited to, suspending her.

85. As a direct and proximate result of the Board's unlawful conduct, Ms. Lin-Rodriguez has suffered economic loss, emotional distress, and other damages recoverable under CEPA.

WHEREFORE, Ms. Lin-Rodriguez demands judgment awarding: (a) compensatory damages including but not limited to emotional distress damages, front pay, and backpay; (b) punitive damages; (c) injunctive relief including but not limited to reinstatement and enforcement of her contractual rights; (d) interest, costs of suit, and attorneys' fees; and (e) all other relief the Court deems just and proper.

COUNT IV

**Violation of the New Jersey Law Against Discrimination – N.J.S.A. 10:5-1 et seq.
Aiding and Abetting Sexual Harassment
(Against Joseph M. Muniz)**

86. Ms. Lin-Rodriguez repeats and realleges each of the prior allegations of the within Counterclaims and Cross-Claims as if set forth at length herein.

87. As set forth above, Ms. Lin-Rodriguez was harassed and discriminated against due to her sex, marital status, and/or gender.

88. Mr. Muniz was aware of his role in the harassment and discrimination against Ms. Lin-Rodriguez.

89. As detailed above, Mr. Muniz knowingly and substantially assisted in the harassment and discrimination against Ms. Lin-Rodriguez.

90. As a result of Mr. Muniz's conduct, Ms. Lin-Rodriguez has suffered and continues to suffer emotional distress, economic loss, and other damages recoverable under the NJLAD.

WHEREFORE, Ms. Lin-Rodriguez demands judgment awarding: (a) compensatory damages including but not limited to emotional distress damages; (b) punitive damages; (c) interest, costs of suit, and attorneys' fees; and (d) all other relief the Court deems just and proper.

COUNT V

**Intentional Infliction of Emotional Distress
(Against Joseph M. Muniz)**

91. Ms. Lin-Rodriguez repeats and realleges each of the prior allegations of the within Counterclaims and Cross-Claims as if set forth at length herein.

92. Mr. Muniz's conduct towards Ms. Lin-Rodriguez was intentional and was intended to cause her emotional distress.

93. Mr. Muniz’s conduct towards Ms. Lin-Rodriguez, which is described above, was extreme, outrageous, and went beyond all possible bounds of decency.

94. Mr. Muniz’s conduct was the primary cause of Plaintiff’s emotional distress.

95. The emotional distress suffered by Ms. Lin-Rodriguez was so severe that no reasonable person could be expected to endure it.

WHEREFORE, Ms. Lin-Rodriguez demands judgment awarding: (a) compensatory damages including but not limited to emotional distress damages; (b) punitive damages; (c) interest, costs of suit, and attorneys’ fees; and (d) all other relief the Court deems just and proper.

COUNT VI

Indemnification (Against the Board)

96. Ms. Lin-Rodriguez repeats and realleges each of the prior allegations of the within Counterclaims and Cross-Claims as if set forth at length herein.

97. At all relevant times, Ms. Lin-Rodriguez was employed under the jurisdiction of the Board.

98. The above-captioned lawsuit was brought against Ms. Lin-Rodriguez, among others, for alleged acts or omissions arising out of or in the course of the performance of the duties of such employment.

99. The Contract between the Board and Ms. Lin-Rodriguez is valid and enforceable.

100. Pursuant to Section K of the Contract, “The Board shall defend, hold harmless and indemnify [Ms. Lin-Rodriguez] from any and all demands, claims suits, actions, and legal proceedings of any kind brought against the Superintendent in her capacity as an agent and/or employee of the Board.” Furthermore, Section K of the Contract provides that if a “conflict exists

in regard to the defense of any claim, demand or action brought against her, and the position of the Board in relation hereto, [Ms. Lin-Rodriguez] may engage her own legal counsel, in which event the Board shall indemnify [Ms. Lin-Rodriguez] for the costs of her legal defense.”

101. Accordingly, pursuant to Section K of the Contract, the Board has an unequivocal contractual duty to defend, hold harmless and indemnify Ms. Lin-Rodriguez irrespective of fault or conflict.

102. Ms. Lin-Rodriguez also has a contractual right to engage her own legal counsel as she has a good faith belief that there is a conflict between her and the Board in regard to the defense of Mr. Muniz’s claims.

103. The Board also has a duty under N.J.S.A. 18A:16-6 to indemnify Ms. Lin-Rodriguez and defray all costs of defending the above-captioned action, including reasonable counsel fees and expenses.

104. Ms. Lin-Rodriguez has incurred costs and expenses due to Mr. Muniz’s claims arising from the Board’s actions.

105. Ms. Lin-Rodriguez has made a demand upon the Board for indemnification pursuant to the terms of the Contract and N.J.S.A. 18A:16-6, but the Board has failed and refused to comply with its contractual and statutory obligations.

106. As a direct and proximate result of the Board’s failure to comply with its contractual and statutory obligations, Ms. Lin-Rodriguez has suffered damages in an amount to be determined at trial, including but not limited to attorneys’ fees and costs incurred in defending against the underlying claims.

107. The Board’s failure to honor its indemnification obligations constitutes a material breach of the Agreement and its obligations under the law.

WHEREFORE, Ms. Lin-Rodriguez demands judgment against the Board for:

(a) contractual and/or statutory indemnification in an amount to be determined at trial; (b) timely payment of all attorneys' fees and costs incurred by Ms. Lin-Rodriguez as a result of the Board's breach; and (c) interest, costs of suit, and such other relief as the Court deems just and equitable.

JURY DEMAND

Defendant/Counterclaimant/Cross-Claimant hereby demands a trial by jury on all issues triable by a jury.

DEMAND FOR STATEMENT OF DAMAGES CLAIMED

Pursuant to R. 4:5-2, Defendant/Counterclaimant/Cross-Claimant demands that Plaintiff/Counterclaim Defendant provide a written statement of the amount of damages claimed herein.

DEMAND FOR PRODUCTION OF DOCUMENTS

Pursuant to R. 4:18-2, Defendant/Counterclaimant/Cross-Claimant demands that Plaintiff/Counterclaim Defendant produce all documents of papers referred to in the Amended Complaint, either directly or by reference, within five (5) days after services hereof.

DESIGNATION OF TRIAL COUNSEL

Please note that under R. 4:25-4, Defendant/Counterclaimant/Cross-Claimant designates Ray Mateo, Esq. as trial counsel in this matter

CALCAGNI & KANEFSKY LLP

*Attorneys for Defendant-Counter/Cross-Claimant
Amy Lin-Rodriguez*

By: /s/ Ray Mateo
Ray Mateo, Esq.
Richard Spatola, Esq.
Corey Repasy, Esq.

Dated: February 18, 2025

CERTIFICATION PURSUANT TO R. 4:5-1(b)(2)

I hereby certify that the matter in controversy is not the subject of any other action pending in any other Court, nor is it the subject of any pending arbitration proceeding or administrative proceeding. I further certify that I am not aware of any additional parties who should be joined in the above action at this time.

CALCAGNI & KANEFSKY LLP

Attorneys for Defendant-Counter/Cross-Claimant

Amy Lin-Rodriguez

By: /s/ Ray Mateo
Ray Mateo, Esq.
Richard Spatola, Esq.
Corey Repasy, Esq.

Dated: February 18, 2025

CERTIFICATION OF COMPLIANCE WITH RULE 1:38-7(c)

PURSUANT TO RULE 4:5-1(b)(3)

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

CALCAGNI & KANEFSKY LLP

Attorneys for Defendant-Counter/Cross-Claimant

Amy Lin-Rodriguez

By: /s/ Ray Mateo
Ray Mateo, Esq.
Richard Spatola, Esq.
Corey Repasy, Esq.

Dated: February 18, 2025