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& Training Program, Inc. and Angel Santa*

NURIA SIERRA,

Plaintiff,

v.

JERSEY CITY EMPLOYMENT &
TRAINING PROGRAM, INC., SUDHAN
THOMAS, ANGEL SANTA, and JOHN
DOES 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUDSON COUNTY

Docket No. HUD-L-3111-19

Civil Action

**DEFENDANTS JERSEY CITY
EMPLOYMENT & TRAINING
PROGRAM, INC. AND ANGEL SANTA’S
ANSWER, AFFIRMATIVE DEFENSES
AND CROSSCLAIM**

Defendants Jersey City Employment & Training Program, Inc. (“JCETP”) and Angel Santa (“Santa”) (collectively, “Defendants”), by way of Answer to Plaintiff Nuria Sierra’s (“Plaintiff”) Complaint, says:

AS TO INTRODUCTION

1. Defendants deny the allegations contained in paragraph 1 of the Complaint.
2. Defendants admit that Plaintiff worked as an accountant. Defendants deny the remaining allegations contained in paragraph 2 of the Complaint.
3. Defendants deny the allegations contained in paragraph 3 of the Complaint.
4. Defendants deny the allegations contained in paragraph 4 of the Complaint.

AS TO PARTIES AND JURISDICTION

5. Defendants incorporate by reference their responses to Paragraphs 1 through 4 above as if set forth at length herein.

6. Defendants are without sufficient knowledge or information to admit or deny the allegations contained in paragraph 6 of the Complaint and leave Plaintiff to her proofs.

7. Defendants admit the allegations contained in paragraph 7 of the Complaint.

8. Defendants deny that Defendant Sudhan Thomas ("Thomas") is currently JCETP's Executive Director. Inasmuch as the remaining allegations contained in paragraph 8 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

9. Defendants deny that Santa is currently JCETP's CFO. Defendants admit the remaining allegations contained in paragraph 9 of the Complaint.

10. Inasmuch as the allegations contained in paragraph 10 of the Complaint are not directed to Defendants and do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

11. Defendants deny the allegations contained in paragraph 11 of the Complaint.

12. Inasmuch as the allegations contained in paragraph 12 of the Complaint do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

AS TO ALLEGATIONS COMMON TO ALL COUNTS

13. Defendants incorporate by reference their responses to Paragraphs 1 through 12 above as if set forth at length herein.

14. Defendants admit that Plaintiff was a JCETP employee. Defendants are without sufficient knowledge or information to admit or deny the remaining allegations contained in paragraph 14 of the Complaint and leave Plaintiff to her proofs.

15. Defendants deny the allegations contained in paragraph 15 of the Complaint.

16. Defendants deny the allegations contained in paragraph 16 of the Complaint.

As to The JCETP and How It Is Funded

17. Inasmuch as the allegations contained in paragraph 17 of the Complaint do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

18. Inasmuch as the allegations contained in paragraph 18 of the Complaint do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

19. Defendants admit that it must comply with various requirements due to the source course of its funding.

As to Federal Funding and Oversight of the JCETP

20. Defendants admit that it receives public funding.

As to WIOA Grants and Oversight

21. Inasmuch as the allegations contained in paragraph 21 of the Complaint do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

22. Inasmuch as the allegations contained in paragraph 22 of the Complaint do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

23. Inasmuch as the allegations contained in paragraph 23 of the Complaint do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

As to CDBG Grants and Oversight

24. Defendants admit that the JCETP received funding. Defendants are without sufficient knowledge or information to admit or deny what is at the “core” of Plaintiff’s Complaint and leaves Plaintiff to her proofs.

25. Inasmuch as the allegations contained in paragraph 25 of the Complaint do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

26. Inasmuch as the allegations contained in paragraph 26 of the Complaint do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

27. Inasmuch as the allegations contained in paragraph 27 of the Complaint do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

28. Inasmuch as the allegations contained in paragraph 28 of the Complaint do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

29. Inasmuch as the allegations contained in paragraph 29 of the Complaint do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

As to OMB Oversight

30. Defendants admit that it received funding and is, therefore, subject to certain requirements.

31. Inasmuch as the allegations contained in paragraph 31 of the Complaint do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

32. Inasmuch as the allegations contained in paragraph 32 of the Complaint do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

As to State Funding and Oversight of the JCETP

33. Defendants admit that the JCETP received funding. Defendants are without sufficient knowledge or information to admit or deny the remaining allegations contained in paragraph 33 of the Complaint and leave Plaintiff to her proofs.

34. Defendants admit that it received funding and is subject to certain requirements. Inasmuch as the remaining allegations contained in paragraph 34 of the Complaint are not directed to Defendants and do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

35. Inasmuch as the allegations contained in paragraph 35 of the Complaint are not directed to Defendants and do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

36. Inasmuch as the allegations contained in paragraph 36 of the Complaint are not directed to Defendants and do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

37. Inasmuch as the allegations contained in paragraph 37 of the Complaint do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

38. Inasmuch as the allegations contained in paragraph 38 of the Complaint are not directed to Defendants and do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

As to Local Monies and Oversight of the JCETP

39. Defendants admit that the JCETP received funding. Defendants are without sufficient knowledge or information to admit or deny the remaining allegations contained in paragraph 39 of the Complaint and leave Plaintiff to her proofs.

40. Inasmuch as the allegations contained in paragraph 40 of the Complaint are not directed to Defendants and do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

41. Inasmuch as the allegations contained in paragraph 41 of the Complaint are not directed to Defendants and do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

42. Inasmuch as the allegations contained in paragraph 42 of the Complaint are not directed to Defendants and do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

43. Inasmuch as the allegations contained in paragraph 43 of the Complaint are not directed to Defendants and do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

44. Inasmuch as the allegations contained in paragraph 44 of the Complaint are not directed to Defendants and do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing. Defendants deny the remaining allegations contained in paragraph 44 of the Complaint.

As to The JCETP's Internal Controls

45. Defendants admit that the cited attached document is JCETP's Financial Policies and Procedures, updated July 10, 2017.

46. Defendants admit that it must follow policies and procedures regarding funding. Defendants are without sufficient knowledge or information to admit or deny State procedures.

47. Defendants are without sufficient knowledge or information to admit or deny which policies are "at instant issue" and leave Plaintiff to her proofs.

As to the JCETP's Internal Policies and Nuria's Role in Enforcing Them

48. Defendants are without sufficient knowledge or information to admit or deny the remaining allegations contained in paragraph 48 of the Complaint and leave Plaintiff to her proofs.

49. Defendants are without sufficient knowledge or information to admit or deny the remaining allegations contained in paragraph 49 of the Complaint and leave Plaintiff to her proofs.

50. Defendants admit that the cited document is JCETP's Financial Policies and Procedures, updated July 10, 2017.

51. Defendants admit that the cited document is JCETP's Financial Policies and Procedures, updated July 10, 2017.

52. Defendants are without sufficient knowledge or information to admit or deny the remaining allegations contained in paragraph 49 of the Complaint and leave Plaintiff to her proofs.

53. Defendants admit that the cited document is JCETP's Financial Policies and Procedures, updated July 10, 2017.

54. Defendants are without sufficient knowledge or information to admit or deny if Plaintiff's job went smoothly. Defendants admit the remaining allegations contained in paragraph 54 of the Complaint.

55. Defendants deny the allegations contained in paragraph 55 of the Complaint.

As to Thomas Takes Over and Breaks the Law

56. Defendants admit that Thomas was acting Director.

57. Inasmuch as the allegations contained in paragraph 57 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

58. Inasmuch as the allegations contained in paragraph 58 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

59. Inasmuch as the allegations contained in paragraph 59 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

60. Defendants admit that Santa was hired to be CFO.

61. Defendants are without sufficient knowledge or information to admit or deny the allegations contained in paragraph 61 of the Complaint and leaves Plaintiff to her proofs.

62. Inasmuch as the allegations contained in paragraph 62 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

63. Inasmuch as the allegations contained in paragraph 63 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

64. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 64 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 64 of the Complaint.

65. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 65 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 65 of the Complaint.

66. Inasmuch as the allegations contained in paragraph 66 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

67. Inasmuch as the allegations contained in paragraph 67 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

68. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 68 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 68 of the Complaint.

69. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 69 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 69 of the Complaint.

70. Inasmuch as the allegations contained in paragraph 70 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

71. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 71 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 71 of the Complaint.

72. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 72 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 72 of the Complaint.

73. Defendants are without sufficient knowledge or information to admit or deny the allegations contained in paragraph 73 of the Complaint and leaves Plaintiff to her proofs.

74. Defendants are without sufficient knowledge or information to admit or deny the allegations contained in paragraph 74 of the Complaint and leaves Plaintiff to her proofs.

75. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 75 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 75 of the Complaint.

76. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 76 of the Complaint and leaves Plaintiff to her proofs. Santa admits that the allegations contained in paragraph 76 of the Complaint were as per Thomas' directives.

77. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 77 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 77 of the Complaint.

78. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 78 of the Complaint and leaves Plaintiff to her proofs. Santa admits that Thomas would not tell Santa.

79. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 79 of the Complaint and leaves Plaintiff to her proofs. Santa admits that the allegations contained in paragraph 79 of the Complaint were as per Thomas' directives.

80. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 80 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 80 of the Complaint.

81. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 81 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 81 of the Complaint.

82. Inasmuch as the allegations contained in paragraph 82 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

83. Defendants are without sufficient knowledge or information to admit or deny the allegations contained in paragraph 83 of the Complaint and leaves Plaintiff to her proofs.

84. Inasmuch as the allegations contained in paragraph 84 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

85. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 85 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 85 of the Complaint.

86. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 86 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 86 of the Complaint.

87. Defendants deny the allegations contained in paragraph 87 of the Complaint.

88. Inasmuch as the allegations contained in paragraph 88 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

89. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 89 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 89 of the Complaint.

90. Defendants deny the allegations contained in paragraph 90 of the Complaint.

91. Inasmuch as the allegations contained in paragraph 91 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

92. Inasmuch as the allegations contained in paragraph 92 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

93. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 93 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 93 of the Complaint.

94. Defendants deny the allegations contained in paragraph 94 of the Complaint.

95. Defendants are without sufficient knowledge or information to admit or deny the allegations contained in paragraph 95 of the Complaint and leaves Plaintiff to her proofs.

96. Defendants are without sufficient knowledge or information to admit or deny the allegations contained in paragraph 96 of the Complaint and leaves Plaintiff to her proofs.

97. Inasmuch as the allegations contained in paragraph 97 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

98. Inasmuch as the allegations contained in paragraph 98 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

99. Inasmuch as the allegations contained in paragraph 99 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

100. Defendants deny the allegations contained in paragraph 100 of the Complaint.

101. Inasmuch as the allegations contained in paragraph 101 of the Complaint are not directed to Defendants and do not constitute a factual assertion but state a legal conclusion for which no response is required, Defendants make no answer thereto except to deny any wrongdoing.

As to Nuria Must Engage State Auditors

102. Inasmuch as the allegations contained in paragraph 102 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

103. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 103 of the Complaint and leaves Plaintiff to her proofs. Santa admits that the allegations contained in paragraph 103 of the Complaint were as per Thomas' directives.

104. Inasmuch as the allegations contained in paragraph 104 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

105. Inasmuch as the allegations contained in paragraph 105 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

106. Inasmuch as the allegations contained in paragraph 106 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

107. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 107 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 107 of the Complaint.

108. Defendants deny the allegations contained in paragraph 108 of the Complaint.

109. Inasmuch as the allegations contained in paragraph 109 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

110. Defendants are without sufficient knowledge or information to admit or deny the allegations contained in paragraph 110 of the Complaint and leaves Plaintiff to her proofs.

111. Defendants are without sufficient knowledge or information to admit or deny the allegations contained in paragraph 111 of the Complaint and leaves Plaintiff to her proofs.

As to Nuria Pays the Price

112. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 112 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 112 of the Complaint.

113. Defendants deny the allegations contained in paragraph 113 of the Complaint.

114. Defendants are without sufficient knowledge or information to admit or deny the allegations contained in paragraph 114 of the Complaint and leaves Plaintiff to her proofs.

115. Defendants are without sufficient knowledge or information to admit or deny the allegations contained in paragraph 115 of the Complaint and leaves Plaintiff to her proofs.

116. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 116 of the Complaint and leaves Plaintiff to her proofs. Santa

admits that Plaintiff called and asked why he was on the computer. Santa is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 116 of the Complaint and leaves Plaintiff to her proofs.

117. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 117 of the Complaint and leaves Plaintiff to her proofs. Santa admits the allegations contained in paragraph 117 of the Complaint.

118. Inasmuch as the allegations contained in paragraph 118 of the Complaint are not directed to Defendants, Defendants make no answer thereto except to deny any wrongdoing.

119. Defendants deny the allegations contained in paragraph 119 of the Complaint.

120. Defendants are without sufficient knowledge or information to admit or deny the allegations contained in paragraph 120 of the Complaint and leaves Plaintiff to her proofs.

121. Defendants deny the allegations contained in paragraph 121 of the Complaint.

122. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 122 of the Complaint and leaves Plaintiff to her proofs. Santa admits that the allegations contained in paragraph 122 of the Complaint were as per Thomas' directives.

123. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 123 of the Complaint and leaves Plaintiff to her proofs. Santa admits that the allegations contained in paragraph 123 of the Complaint were as per Thomas' directives.

124. Defendants are without sufficient knowledge or information to admit or deny the allegations contained in paragraph 124 of the Complaint and leaves Plaintiff to her proofs.

125. JCETP is without sufficient knowledge or information to admit or deny the allegations contained in paragraph 125 of the Complaint and leaves Plaintiff to her proofs. Santa admits that the allegations contained in paragraph 125 of the Complaint were as per Thomas' directives.

126. Defendants deny the allegations contained in paragraph 126 of the Complaint.

127. Defendants admit that Nuria has not been reinstated to her position.

AS TO FIRST COUNT – CONSCIENTIOUS EMPLOYEE PROTECTION ACT

128. Defendants incorporate by reference their responses to Paragraphs 1 through 127 above as if set forth at length herein.

129. Defendants deny the allegations contained in paragraph 129 of the Complaint.

130. Defendants deny the allegations contained in paragraph 130 of the Complaint.

WHEREFORE, Defendants hereby demand judgment as follows:

(a) Dismissing the Complaint;

(b) Awarding Defendants attorneys' fees and costs pursuant to N.J.S.A. §§ 2A:15-59.1, 34:19-6 and/or New Jersey Court Rule 1:4-8;

(c) Awarding Defendants such other and further relief as the Court deems equitable, just and proper.

AFFIRMATIVE DEFENSES

1. Plaintiff's Complaint, in whole or in part, fails to state a claim upon which relief can be granted.

2. Plaintiff's claim(s) are barred, in whole or in part, by the applicable statute(s) of limitations and/or statute(s) of repose.

3. Plaintiff has not suffered any legally cognizable injury or damage attributable or caused by Defendants.

4. Any legally cognizable injury or damage that Plaintiff has suffered, to the extent any was suffered, was caused either in whole or in part by the acts or omissions of Plaintiff and not as a result of any conduct by Defendants.

5. Any legally cognizable injury or damage that Plaintiff has suffered, to the extent any was suffered, was caused either in whole or in part by the acts or omissions of third parties over whom Defendants do not have any control and not as a result of any conduct by Defendants.

6. Any legally cognizable injury or damage that Plaintiff has suffered, to the extent any was suffered, was caused either in whole or in part by the acts or omissions of third parties acting outside the scope of their employment with JCETP and not as a result of any conduct by Defendants.

7. Plaintiff's claims are frivolous under N.J.S.A. 2A:15-59.1 and New Jersey Court Rule 1:4-8.

8. Plaintiff's claims are barred, or recovery from Defendants must be reduced or eliminated, under general equitable principles, including the equitable doctrine of unclean hands, laches, waiver, release, set-off and/or estoppel.

9. Defendants did not engage in any unlawful practice or act, and at all times, their actions were in accord with all applicable laws, rules, regulations and equity.

10. Plaintiff's claims are barred, in whole or in part, by her failure to comply with the written notice and opportunity to correct provisions of N.J.S.A. § 34:19-4.

11. There is no causal link between any alleged protected activity and any adverse employment action.

12. Plaintiff suffered no retaliation.

13. Defendants' actions were made in good faith.

14. Defendants relied on legitimate, non-discriminatory and non-retaliatory factors in making all decisions in connection with Plaintiff's employment.

15. Plaintiff's CEPA claim is without basis in law or in fact and, as a result, Defendants are entitled to an award pursuant to N.J.S.A. § 34:19-6.

16. Without conceding that any act of Defendants caused any damage to Plaintiff, if Plaintiff sustained any damages as a result of the acts alleged in the Complaint, which Defendants deny, such acts were justified and based upon legitimate, good faith business reasons.

17. Defendants did not owe any duty to Plaintiff, either express or implied.

18. Without conceding that any act of Defendants has caused any damage to Plaintiff, if Plaintiff sustained any damages as a result of the acts alleged in the Complaint, which Defendants deny, then Plaintiff has failed and neglected to mitigate her damages and to the extent of such failure to mitigate, any damages awarded to Plaintiff must be reduced.

19. Defendants are entitled, with regard to any damages to which Plaintiff may allegedly be entitled, to an offset in the amount that Plaintiff could have reasonably received or earned through the exercise of reasonable diligence.

20. Plaintiff's allegations and damages must be discounted to the extent her pleadings and claims seek duplicative damages.

21. Plaintiff was an at-will employee.

22. Plaintiff's demand for punitive damages is barred by constitutional, statutory or other considerations.

23. Defendants' actions were not willful or wanton; therefore, Plaintiff has failed to state a claim upon which the relief of punitive damages may be granted.

24. Insofar as Plaintiff purports to allege a claim or claims for negligence or for physical or mental and emotional distress, including claims for recovery of any medical expenses thereby incurred, said claims are barred by the exclusive remedy provisions of the New Jersey Workers' Compensation Act, N.J.S.A. 34:15-1, *et seq.*

25. Defendants reserve their right to amend this Answer and to raise and rely upon any additional defense that they determine during the course of discovery is appropriate and applicable to Plaintiff's Complaint.

DEMAND FOR STATEMENT OF DAMAGES CLAIMED

In accordance with Rule 4:5-2, demand is hereby made for Plaintiff to provide Defendants with a written statement of the amount of damages claimed.

DESIGNATION OF TRIAL COUNSEL

Defendants hereby designate Eric Magnelli, Esq. as trial counsel.

DEMAND FOR COPIES OF DOCUMENTS REFERRED TO IN PLEADING

In accordance with Rule 4:18-2, demand is hereby made for Plaintiff to provide Defendants with true, complete and accurate copies of the following documents referred to in the Complaint within five (5) days after service of this demand:

1. The March 2019 email referenced in paragraph 65 of the Complaint.
2. The July 5, 2019 complaint referenced in paragraph 98 of the Complaint.
3. The May 31, 2019 email referenced in paragraph 104 of the Complaint.
4. The June 19, 2019 email referenced in paragraph 106 of the Complaint.
5. The June 20, 2019 email referenced in paragraph 107 of the Complaint.

6. The June 27, 2019 email referenced in paragraph 109 of the Complaint.
7. The text message referenced in paragraph 118 of the Complaint.
8. The July 5, 2019 email referenced in paragraph 120 of the Complaint.
9. The July 6, 2019 letter referenced in paragraph 122 of the Complaint.
10. The July 10, 2019 letter referenced in paragraph 123 of the Complaint.
11. The July 11, 2019 email referenced in paragraph 124 of the Complaint.
12. The July 11, 2019 letter referenced in paragraph 125 of the Complaint.

CROSS-CLAIM AGAINST DEFENDANT SUDHAN THOMAN

1. For purposes of asserting a claim for contribution and/or indemnity against Defendant Sudhan Thomas (“Thomas”), cross-claimants Jersey City Employment & Training Program, Inc. (“JCETP”) and Angel Santa (“Santa”) (collectively, “Cross-Claimants”) incorporate by reference the allegations of Plaintiff’s Complaint without adopting or admitting the allegations contained therein.

2. JCETP and Santa hereby assert a cross-claim against Thomas and any party hereinafter joined, and states that should Plaintiff prevail in her claims as set forth in the Complaint, any liability on the part of JCETP and Santa, such liability being specifically denied, was caused solely or substantially contributed to by the acts or omissions of Thomas and any party hereinafter joined, as more fully set forth in the Complaint, and that Thomas and any party hereinafter joined are solely liable to Plaintiff or are jointly and severally liable with Cross-Claimants or are liable over to Cross-Claimants, for all sums awarded any party and against Cross-Claimants, for contributions and indemnity at the trial of this matter.

3. If Plaintiff recovers any verdict against Cross-Claimants, then Cross-Claimants demand judgment in the amount of the verdict or full common law and/or contractual indemnity and contribution according to the law against Thomas and any party hereinafter joined.

WHEREFORE, JCETP and Santa hereby demand judgment against Thomas in their favor, together with counsel fees, costs of suit, and such other and further relief the Court deems equitable, just and proper.

BRACH EICHLER L.L.C.
*Attorneys for Defendants Jersey City
Employment & Training Program, Inc.
and Angel Santa*

Dated: October 23, 2019

By: s/ Eric Magnelli
Eric Magnelli, Esq.

CERTIFICATION PURSUANT TO RULE 4:5-1

I hereby certify that, upon information and belief, the matter in controversy is subject to a federal criminal investigation in which criminal charges against Defendant Sudhan Thomas is anticipated. At this moment, I know of no other parties who should be joined in this action.

BRACH EICHLER L.L.C.
*Attorneys for Defendants Jersey City
Employment & Training Program, Inc.
and Angel Santa*

Dated: October 23, 2019

By: s/ Eric Magnelli
Eric Magnelli, Esq.