

INTRODUCTION

1. This is an action seeking equitable and legal relief against the City of Newark (“City”) and its employees for interference and retaliation in violation of the federal Family and Medical Leave Act of 1993 (“FMLA”), 29 U.S.C. § 2601 *et seq.*; discrimination, retaliation, and aiding and abetting in violation of the New Jersey Law Against Discrimination (“NJLAD”), N.J.S.A. § 10:5-1 *et seq.*; violations of the Conscientious Employee Protection Act (“CEPA”), N.J.S.A. § 34:19-1 *et seq.*; the intentional infliction of emotional distress; and the deprivation of Mr. Parker’s First and Fourteenth Amendment rights under the United States Constitution. As a direct consequence of Defendants’ unlawful actions, Plaintiff seeks damages as set forth herein.

2. The litany of actions that follow, detailing Defendants’ violations of multiple state and federal statutes on numerous occasions, reveal an alarming picture of a Mayor and governmental entity run riot with retaliatory animus.

JURISDICTION AND VENUE

3. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 and 1343 as this action involves federal questions regarding the deprivation of Mr. Parker’s rights under the Family Medical Leave Act of 1993 (“FMLA”). The Court has supplemental jurisdiction over Mr. Parker’s related claims arising under state law having the same common nucleus of operative facts pursuant to 28 U.S.C. § 1367(a).

4. Venue is proper pursuant to 28 U.S.C. § 1391 because each Defendant does business in the State of New Jersey and a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices alleged herein, occurred in this district.

THE PARTIES

5. Plaintiff: Willie Parker (“Mr. Parker” or “Plaintiff”) is an individual residing in the state of New Jersey. At all pertinent times prior to his unlawful termination, Mr. Parker served as Corporation Counsel for the City of Newark.

6. Mr. Parker is an “eligible employee” within the meaning of the Family and Medical Leave Act (“FMLA”). 29 U.S.C. § 2601 *et seq.*

7. Defendant: City of Newark (“City”) is a municipality organized and existing under the laws of the State of New Jersey and Plaintiff’s employer at all pertinent times.

8. As a public entity, the City is an “employer” within the meaning of the FMLA. 29 U.S.C. § 2611 *et seq.*

9. The City has more than fifty (50) employees within a seventy-five (75) mile radius in each of twenty (20) or more consecutive calendar weeks in the current or preceding year within the meaning of FMLA. 29 U.S.C. § 2601 *et seq.*

10. The City is organized under the mayor-council plan of the Optional Municipal Charter Law (the “Faulkner Act”) in accordance with N.J.S.A. § 40:69A-31 *et seq.*

11. Defendant: Ras Baraka (“Mayor Baraka”) is an individual residing in the State of New Jersey and is subject to the jurisdiction of this Court.

12. At all pertinent times, Defendant Baraka was Mayor of Newark and Mr. Parker’s superior.

13. Defendant: Amiri Baraka, Jr. (“Amiri Baraka” or “Chief of Staff”) is an individual residing in the State of New Jersey and is subject to the jurisdiction of this Court.

14. At all pertinent times, Defendant Amiri Baraka was Chief of Staff to the Mayor and Mayor Baraka’s brother.

15. Defendant: Kecia Daniels (“Defendant Daniels”) is an individual residing in the State of New Jersey and is subject to the jurisdiction of this Court.

16. At all pertinent times, Defendant Daniels was City’s Personnel Director.

17. Defendant: Jack Kelly (“Defendant Kelly”) is an individual residing in the State of New Jersey and is subject to the jurisdiction of this Court.

18. At all pertinent times, Defendant Kelly was the City’s Business Administrator.

19. Defendants are sued in both their individual and official capacities.

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FACTS

20. Mr. Parker is an experienced public civil servant who has devoted much of his career and skill to serving the City of Newark.

21. Before employment as Corporation Counsel to the City of Newark, Mr. Parker was Chief Municipal Prosecutor for the City of Newark.

22. Mayor Baraka hand-selected Mr. Parker for the position of City Corporation Counsel.

23. In or about February 2015, Mr. Parker commenced employment as Corporation Counsel.

24. Throughout his employment, Mr. Parker performed his work duties in an exemplary fashion.

25. As Corporation Counsel, Mr. Parker oversaw an office staff of thirty-eight (38) lawyers and seven (7) staff employees working in the Municipal Prosecutors Office, Civil Litigation Section, Labor Law Section, and Contracts Section of the Law Department.

26. Mr. Parker's responsibilities as Corporation Counsel included, but were not limited to, negotiating and reviewing contracts on behalf of the City, ensuring the City upheld environmental standards necessary for the success and benefit of the City and residents, working as a liaison between the City and the United States Attorney's Office and the Department of Justice, drafting consent decrees between the City's Police Department and the United States Department of Justice.

27. In or about September 2016, Chief of Staff Baraka suggested placing the Prosecutor's office under the direct control of Mayor Baraka's office. Mr. Parker, as Corporation Counsel, correctly advised that the City could not do that because structuring the organization that way would present an insurmountable conflict of interest. Centralized control over both the public

defender's office and the prosecutor's office would give the appearance of impropriety, suggesting that cases were predetermined.

28. Defendant Amiri Baraka attempted to pressure Mr. Parker into supporting Mayor Baraka and his Chief of Staff's own personal political agenda.

29. In or about August 2016, Mayor Baraka, for motives unknown, was signing the City into a multi-million dollar contract (the "Contract") with a provision that would damage and adversely impact the City.

30. In or about August 2016, Mr. Parker became aware that the City was negotiating a multi-million dollar large development contract between the City of Newark and a city developer. Mr. Parker reviewed the Contract and reasonably and accurately concluded that a material, yet unnecessary and detrimental, provision in the Contract had been added following approval. The provision would result in the City losing millions of dollars while simultaneously benefiting private commercial interests.

31. As the City's Corporation Counsel, Mr. Parker refused to sign or approve the Contract, believing doing so would violate public policy and applicable law, and reasonably believed that it would benefit private interests to the detriment of the City.

32. On or about August 25, 2016, during a meeting with Chief of Staff Baraka regarding the Contract, he commanded Mr. Parker to execute the Contract on behalf of the City.

33. Mr. Parker stated that he would neither sign nor approve the contract, after which Chief of Staff Baraka responded, "don't tell me what you're not going to sign."

34. During the disagreement between Mr. Parker and the Chief of Staff over this development Contract, the Chief of Staff repeatedly emphasized the importance of "getting this done" for "purely political reasons."

35. Mr. Parker refused to breach his ethical and professional duties on behalf of Mayor Baraka or his brother, the Chief of Staff.

36. On or about August 25, 2016, Mr. Parker left the meeting with the Chief of Staff and immediately called Mayor Baraka to inform him of the numerous troubles with the Contract and the reasons why he could not sign it.

37. On or about August 25, 2016, Mr. Parker subsequently met with Mayor Baraka and repeated the Chief of Staff's statements to Mayor Baraka regarding the Contract having been executed for "purely political reasons," and that Mr. Parker had no discretion in deciding whether to sign the Contract.

38. On or about August 25, 2016, shortly after Mr. Parker's meeting with the Mayor, the Chief of Staff called Mr. Parker, who had since left the office and was driving home.

39. The Chief of Staff ordered Mr. Parker to pull over immediately, regardless of where he was, and indicated he would come to Mr. Parker, "even if he was on the Parkway or Turnpike." Mr. Parker obeyed, pulled over and waited in his car outside of his home.

40. The Chief of Staff arrived outside Mr. Parker's home, accompanied by his fully armed security detail.

41. The Chief of Staff was infuriated with Mr. Parker for divulging the substance of their earlier conversation to Mayor Baraka.

42. Chief of Staff Baraka confronted Mr. Parker aggressively and ordered that Mr. Parker explain why he had snitched to the Mayor. Not satisfied with Mr. Parker's response, he demanded Mr. Parker "get into the [his] truck now and come back to City Hall and tell the Mayor that you didn't hear what you say you heard or that you misunderstood what you heard." Mr. Parker refused, saying he was sure of what he had heard, along with others in the room.

43. In the weeks and months following Mr. Parker's refusal to approve the Contract, there were a series of disconcerting events.

44. Because of Mr. Parker's refusal to sign the Contract that Mr. Parker had questioned, Mayor Baraka projected blame by accusing Mr. Parker of making side deals with developers and their lawyers.

45. Mayor Baraka began to chastise Mr. Parker in front of other Directors, referring to him as "the Dealmaker."

46. Mayor Baraka removed Mr. Parker and his staff from the Fourth-Floor adjacent office.

47. In or about September 2016, Mayor Baraka had surveillance on Mr. Parker by having photos of him taken in the Municipal Courts building where and while Mr. Parker was performing his duties in Court as Corporation Counsel.

48. Upon information and belief, Mayor Baraka's allegations and behavior was designed to imply that Mr. Parker would suffer repercussions for failing to follow direct instructions, regardless of the ethical implications of those instructions.

49. While Mr. Parker may have fallen in and out of favor based on the impact of his legal decisions, the constant throughout has been his principled, commendable performance. The City has acknowledged that Mr. Parker's performance record is spotless. Mr. Parker's conduct, legal judgment, leadership and dedication have been well above reproach.

50. Nevertheless, Mr. Parker worked for the City of Newark steadily without incident until October 14, 2016, when he suffered a heart attack.

51. The heart attack was a direct and proximate result of the extreme stress caused by the retaliatory and ignominious treatment towards Plaintiff by the Defendants. The rumors,

confrontations, innuendo, disconnect between words and actions, and puzzling focus on random events, among other things, were stressful and troubling, particularly in the context Mr. Parker was simultaneously subjected to, namely diminishment of responsibility and authority, interference with Mr. Parker's efforts to adhere to public policy and law and unfounded attacks upon Mr. Parker's character, legal decisions, and reputation.

52. Mr. Parker was hospitalized and underwent Anaplasias surgery.

53. On or about October 18, 2016, Mr. Parker returned to work in service of the City.

54. However, upon his return to work, Mr. Parker's employees in the Prosecutor's office refused to accept direction from Mr. Parker.

55. Dr. Stephen Levey, Mr. Parker's cardiologist, revealed during a visit that his heart condition was worsening rather than improving, and advised Mr. Parker not to return to work for a period of time.

56. Dr. Levey formalized his recommendation in writing on December 8, 2016, indicating that Mr. Parker should not return to work until he completed 36 cardiac sessions over the course of twelve (12) weeks.

57. As a direct result of his serious heart condition, Mr. Parker requested and received a leave of absence pursuant to the FMLA.

58. Mr. Parker exercised his right to leave under the Family and Medical Leave Act of 1993 ("FMLA") by submitting Dr. Levey's note along with a completed FMLA form request.

59. Mr. Parker submitted to Defendant Daniels a City of Newark FMLA leave form requesting FMLA leave from December 8, 2016 through March 6, 2017. The City did not at any time contest the validity of Mr. Parker's serious health condition nor question his ability to perform the functions of his job given his health condition.

60. Despite his genuine need for FMLA leave, the Defendants failed to comply with FMLA provisions and in carrying out the leave request, treated Mr. Parker differently, to his detriment, than other employees similarly situated have been treated.

61. Defendants' conduct is particularly egregious given Mr. Parker's precarious health, of which Defendants were aware, yet callously disregarded. Rather than allow him the rest he required to recover, the Defendants added more stress, uncertainty, and agitation to Mr. Parker during his FMLA leave. This conduct was, by any standard, abysmal and clearly contrary to the objectives of FMLA.

62. Given the unpaid nature of FMLA leave, Mr. Parker requested to exhaust his paid time off, by first using his sick leave and then his vacation time.

63. In a move that is directly contrary to the way other City employees on FMLA leave have been treated, on December 14, 2016, Defendant Daniels instructed the staff to use Mr. Parker's vacation time for FMLA leave before exhausting his sick leave. Defendant Daniels' treatment of Mr. Parker was unlike the handling of other employees who requested FMLA leave.

64. Mr. Parker took FMLA medical leave from December 8, 2016 through March 6, 2017.

65. On December 16, 2016, Mr. Parker drafted an email to Defendant Daniels and challenged the instruction to use his vacation time before applying sick leave. He indicated that prior City and Law Department employees on FMLA leave had been permitted to exhaust sick leave first. Mr. Parker reiterated his request to exhaust his sick leave before using vacation time, as is the common and accepted practice.

66. On December 20, 2016, Defendant Kelly called Mr. Parker and requested he resign as Corporation Counsel.

67. On or about December 22, 2016, Defendant Kelly reiterated the demand for Mr. Parker's resignation via letter.

68. On or about December 23, 2016, Mr. Parker received a letter from Mayor Baraka's office offering him certain incentives in exchange for both his tendered resignation by December 31, 2016, and a signed general release.

69. In this letter, the Mayor offered to extend his employment through March 31, 2017 and pay all accrued leave up to and including March 31, 2017.

70. Under the FMLA, the medical leave would have extended through March 7, 2017 and Mr. Parker, ordinarily, could have returned to work.

71. On or about December 30, 2016, the Defendants terminated Mr. Parker's email access without notice. This email access was restored temporarily on or about January 3, 2017, and access was terminated completely as of January 23, 2017. Such treatment is not customary of other employees on FMLA leave.

72. In a letter dated January 11, 2017, Defendant Kelly ordered Mr. Parker to refrain from taking any action on behalf of the City during his FMLA leave. The letter was also to inform Mr. Parker that the City had currently replaced him with an Acting Corporation Counsel and Mr. Parker must return his city-issued vehicle immediately.

73. On January 22, 2017, Mr. Parker suffered additional emergency cardiac issues that required surgery. Mr. Parker's physician believes Mr. Parker's remarkably high stress levels caused by Defendants played a part in the second heart attack.

74. On or about January 23, 2017, Mayor Baraka and his staff cut off Mr. Parker's email completely.

75. On or about January 25, 2017, Mr. Parker returned his city-issued vehicle after continued harassment from the Office of Mayor Baraka.

76. On or about January 26, 2017, Mr. Parker's donated leave request was denied by Brendon Egan, assistant to Defendant Daniels.

77. On information and belief, this denial was at the direction of Defendant Daniels.

78. In or about January 2017, the Defendants refused to allow Mr. Parker to use his granted 2017 sick and vacation leave time. He had seventeen (17) sick days and forty (40) vacation days remaining as of January 1, 2017.

79. On information and belief, this denial of request was at the direction of Defendant Daniels. No reason was offered for this unusual course of action.

80. On or about February 3, 2017, the City froze payroll for Mr. Parker even though he had leave time available to continue paid leave.

81. On or about February 6, 2017, the locks on Mr. Parker's office in the Office of Corporation Counsel were changed and Mr. Parker's name was removed from the doors.

82. On or about February 6, 2017, Mr. Parker was replaced on pay records with Kenyatta Stewart ("Mr. Stewart"), who was given the title "Acting Corporation Counsel".

83. On or about February 14, 2017, it was announced that Mr. Stewart was appointed Acting Corporation Counsel.

84. In February and March 2017, Mr. Stewart held staff meetings with employees of the Legal Department and said he was preparing for the future.

85. On or about February 22, 2017, a Special Meeting was called before the City Council to introduce the new Acting Corporation Counsel, Mr. Stewart.

86. In or about February 2017, the Law Department directory was published without listing Mr. Parker's name.

87. On or about February 24, 2017, during the Director's meeting, Mr. Stewart spoke about his plans to make changes to the Law Department.

88. Mr. Parker's FMLA leave was scheduled to expire March 7, 2017, thus all these actions were taken weeks before Mr. Parker's scheduled return from FMLA leave.

89. Upon information and belief, the motives for these acts were malicious and intended to cause harm.

90. On or about March 6, 2017, Mr. Parker returned to work from his FMLA leave. Upon his arrival to the Law Department, his office was occupied, and he was informed by Defendant Daniels that he would no longer be Corporation Counsel.

91. Defendant Daniels said she was only authorized to offer him the position of Section Chief of Labor, a clear demotion in rank and salary.

92. Mr. Parker responded that by law, he was entitled to be restored to his previous position or an equivalent position, and not a lesser position.

93. On March 7, 2017, at the end of the day, Mr. Parker was informed via email that he was terminated from employment with the City.

94. Upon information and belief, the decision to terminate Mr. Parker was not perfected until he commenced his FMLA claim.

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COUNT I.
INTERFERENCE WITH ENTITLEMENTS UNDER THE
FAMILY AND MEDICAL LEAVE ACT
(AGAINST DEFENDANT CITY OF NEWARK AND MAYOR BARAKA)

95. Plaintiff incorporates by reference the allegations contained in paragraphs 1 - 94 as if realleged herein.

96. Mr. Parker is an “eligible employee” within the meaning of the FMLA in that he had been employed with the City of Newark for more than twelve (12) months and worked more than 1250 hours in the twelve (12) months preceding his approved FMLA leave to recover from a serious health condition. 29 U.S.C. § 2611(2).

97. The City is an “employer” within the meaning of the FMLA. 29 U.S.C. § 2611 *et seq.* Public employers are covered, regardless of the number of employees. 29 C.F.R. §825.104.

98. The City has more than fifty (50) employees within a seventy-five (75) mile radius in each of twenty (20) or more consecutive calendar weeks in the current or preceding year within the meaning of FMLA. 29 U.S.C. § 2601 *et seq.*

99. By law, Mr. Parker was entitled to take a medical leave of absence from his position as Corporation Counsel.

100. Mr. Parker exercised his rights under the FMLA by taking a medical leave, pursuant to 29 U.S.C. § 2612(e).

101. The basis for medical leave, his heart attack, qualified as a serious health condition, as defined in 29 C.F.R. § 825.113(a).

102. Mr. Parker provided notice of his need for leave as was practicable under the circumstances.

103. Defendants were aware of Mr. Parker’s serious health condition and the medical necessity of Mr. Parker taking medical leave for treatment.

104. It is unlawful for an employer to interfere with, restrain, or deny the exercise or the attempt to exercise rights under the FMLA, or to discharge or discriminate in any other manner against any individual for opposing any practice made unlawful by the FMLA leave requirements.

105. Defendants' conduct as described above violated Plaintiff's rights and caused Plaintiff to suffer severe damages including loss of reputation, pain and suffering, mental anguish, and legal expenses, as alleged herein.

106. The City violated the Family and Medical Leave Act by denying Mr. Parker's request to return to work following an absence that qualified for Family Medical Leave and for terminating him under these circumstances.

107. In so doing, the City interfered with and denied Plaintiff's rights under the FMLA.

108. Even in their policies of sick leave and FMLA leave, Defendants attempt to make city government employees who complain about the above described discriminatory practices look like malingers, thus subjecting them to punishment, whereas employees who do not complain are not treated adversely for the use of sick time or stress leave.

109. As a result of Defendants' aforesaid illegal actions, Plaintiff has suffered damages and is entitled to all remedies available by law.

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COUNT II.
RETALIATION IN VIOLATION OF THE
FAMILY AND MEDICAL LEAVE ACT
(AGAINST DEFENDANT CITY OF NEWARK AND MAYOR BARAKA)

110. Plaintiff incorporates by reference the allegations contained paragraphs 1 - 109 as if realleged herein.

111. Mayor Baraka's subsequent termination of Plaintiff's employment was due to Mr. Parker's exercise of his FMLA rights and constitutes retaliation. 29 U.S.C. § 2615.

112. Mr. Parker took proper FMLA medical leave from December 8, 2016 through March 6, 2017.

113. Mr. Parker was entitled to a period of leave under the FMLA. 29 U.S.C. § 2611 *et seq.*

114. During his FMLA leave, Mr. Parker was entitled to protection from adverse employment actions. Nonetheless, after initiating FMLA leave, Mr. Parker suffered a series of adverse employment actions.

115. As a direct consequence of Mr. Parker exercising his rights under the Family and Medical Leave Act, Defendant City, by and through its agents, retaliated against Plaintiff by deriving and orchestrating a pretextual plan to terminate Plaintiff.

116. This was adverse employment action by Defendants against Plaintiff for exercising his rights under the FMLA and constitutes retaliation in violation of 29 U.S.C. §§ 2612, 2615(a)(2).

117. Defendants intentionally and willfully violated Plaintiff's rights under the FMLA to take medical leave and to be free from retaliation for taking FMLA leave. Furthermore, Defendants retaliated against Plaintiff for exercising his rights under the FMLA.

118. Defendants terminated and/or constructively discharged Mr. Parker from his employment because he had taken a period of leave to which he was entitled under the FMLA. 29 U.S.C. § 2611 *et seq.*

119. Defendants refused to consider Mr. Parker for reinstatement to his former position because he had taken the period of leave to which he was entitled under the FMLA. 29 U.S.C. § 2611 *et seq.*

120. Defendants deviated from written and unwritten employment policies, practices, and procedures with respect to Mr. Parker because he had taken a period of leave to which he was entitled under the FMLA. 29 U.S.C. § 2611 *et seq.*

121. By and through its course of conduct, Defendants willfully violated the FMLA by terminating Plaintiff's employment in retaliation for his exercise of his FMLA rights; failing to restore Mr. Parker to the position of employment held by him when the leave commenced; terminating him shortly after his leave and by terminating his employment; and by denying, restraining, and threatening to deny Plaintiff leave under the FMLA. 29 U.S.C. § 2601 *et seq.*

122. As a result of Defendants' aforesaid illegal actions, Plaintiff has suffered damages and is entitled to all remedies available by law.

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**COUNT III.
DISCRIMINATION IN VIOLATION OF THE
NEW JERSEY LAW AGAINST DISCRIMINATION (“NJLAD”)
(AGAINST ALL DEFENDANTS)**

123. Plaintiff incorporates by reference the allegations contained in paragraphs 1 - 122 as if realleged herein.

124. Defendants' conduct, as alleged herein, constituted unlawful employment practices and unlawful discrimination on the basis of a disability, in violation of the NJLAD.

125. An employee with a disability or perceived disability is a member of a protected class under the New Jersey Law Against Discrimination (“NJLAD”). N.J.S.A § 10: 5-12.

126. Mr. Parker is both an employee and member of a protected class under the NJLAD.

127. The NJLAD applies to all employers (except federal employers), regardless of size. N.J.S.A. §§ 10:5-5(e) and 10:5-12.

128. Defendants City of Newark and Mayor Baraka were employers under the NJLAD. N.J.S.A. § 10:5-1 *et. seq.*

129. Plaintiff suffered from a serious heart condition. Plaintiff was hospitalized and/or underwent surgery with respect to this medical condition. The aforesaid conditions constitute “handicaps” and/or “disabilities” under the NJLAD.

130. Plaintiff is and was, at all times relevant to this action, a person defined as “handicapped” and disabled under the NJLAD who was, despite his disability, otherwise capable and qualified to perform his duties as Corporate Counsel for the City of Newark.

131. Mayor Baraka personally selected Mr. Parker to join his staff, showing Plaintiff was objectively qualified for the position of Corporate Counsel.

132. The defendant's acts and employment practices, with respect to Plaintiff's terms, conditions and privileges of employment, resulted in the termination of the plaintiff's employment and violated the NJLAD.

133. Defendants unlawfully discharged Mr. Parker because of a disability in violation of the NJLAD.

134. Defendants also failed to engage in an interactive process with Plaintiff to determine whether any reasonable accommodations could be made to Plaintiff for Plaintiff's handicaps and/or disabilities.

135. Defendants further failed to provide Plaintiff with a reasonable accommodation concerning Plaintiff's handicaps and/ or disabilities.

136. The acts of the individual Defendants, as described herein, were committed within their scope of employment.

137. These actions as aforesaid constitute violations of the NJLAD.

138. As a result of Defendants' aforesaid illegal actions, Plaintiff has suffered damages and is entitled to all remedies available by law.

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**COUNT IV.
RETALIATION IN VIOLATION OF THE
NEW JERSEY LAW AGAINST DISCRIMINATION (“NJLAD”)
(AGAINST ALL DEFENDANTS)**

139. Plaintiff incorporates by reference the allegations contained in paragraphs 1 - 138 as if realleged herein.

140. The retaliatory actions taken by Defendants against Plaintiff are in violation the NJLAD. N.J.S.A. § 10:5–12(d).

141. Defendants' conduct and/or treatment of Plaintiff, including the termination of his employment, were in retaliation for Plaintiff's exercise and/or enjoyment of rights provided to him under the NJLAD including but not limited to, Mr. Parker's complaints that he was entitled to be restored to his previous position or an equivalent position, and not a lesser position.

142. These actions as aforesaid constitute violations of the NJLAD.

143. As a result of Defendants' aforesaid illegal actions, Plaintiff has suffered damages and is entitled to all remedies available by law.

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**COUNT V.
AIDING AND ABETTING IN VIOLATION OF THE
NEW JERSEY LAW AGAINST DISCRIMINATION (“NJLAD”)
(AGAINST INDIVIDUAL DEFENDANTS)**

144. Plaintiff incorporates by reference the allegations contained in paragraphs 1 - 143 as if realleged herein.

145. An individual may be held liable under the NJLAD for aiding and abetting discriminatory conduct by the employer. N.J.S.A. § 10:5-12(e).

146. Defendants knowingly or recklessly aided and abetted in the unlawful discrimination/ retaliation against and discharge of Mr. Parker in violation of the NJLAD.

147. At all relevant times, the individual Defendants had the ability to control the terms and conditions of Mr. Parker’s employment, including, but not limited to, the power to terminate Mr. Parker’s employment.

148. The acts of the individual Defendants, as described herein, were committed within their scope of employment.

149. The individual Defendants set out to destroy Plaintiff’s reputation, intentionally interfere with his employment and prospective economic advantage, and have continued to do so through the present date.

150. The Business Administrator for the City of Newark is individual defendant, Jack Kelly, who had the authority to hire and fire employees.

151. Jack Kelly ultimately terminated the Plaintiff’s employment on March 7, 2017.

152. Defendant City delegated to individual defendant Jack Kelly the supervisory authority to control the work environment of the Plaintiff.

153. Defendants aided, abetted, incited, compelled or coerced the City's discrimination and harassment against Mr. Parker, or attempted to do so, in violation of NJLAD. N.J.S.A. § 10:5-12(e).

154. Defendants Mayor Baraka, Amiri Baraka, Kecia Daniels, and Jack Kelly abused the authority delegated by Defendant City when they discriminated against Mr. Parker and altered the workplace by terminating his employment immediately after returning from medical leave.

155. These actions as aforesaid constitute violations of the NJLAD.

156. As a result of Defendants' aforesaid illegal actions, Plaintiff has suffered damages and is entitled to all remedies available by law.

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**COUNT VI.
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(AGAINST ALL DEFENDANTS)**

157. Plaintiff incorporates by reference the allegations contained in paragraphs 1 - 156 as if realleged herein.

158. Defendants have harmed Mr. Parker's professional reputation and inflicted upon him undue emotional distress, financial hardship and personal humiliation, which have manifested themselves in physical ailments as well.

159. At all relevant times, Defendants, through its officials, acting jointly and/or in concert with each other, intended and did cause the Mr. Parker extreme emotional distress.

160. Defendants, in committing the acts alleged herein, intended to and did inflict severe emotional distress upon Plaintiff. Defendants acted with a reckless disregard of the probability of causing Mr. Parker emotional distress.

161. The actions of the Defendants as alleged herein were extreme and outrageous, were performed intentionally, willfully and wantonly, and/or with knowledge that there was a high degree of likelihood that their conduct would cause Plaintiff severe emotional distress as alleged herein.

162. Without providing Mr. Parker any explanation, Defendants barred his physical entry into Corporation Counsel working areas, prohibited his direct communication with employees, and took other action precluding him acting as Corporation Counsel, informing himself of Corporation Counsel business, or otherwise returning to his position.

163. Further, Defendants interfered with, restrained, and denied the exercise of each attempt by Mr. Parker to be reinstated to the former position or an alternate one with equivalent

pay, benefits and working conditions and denied him the opportunity to exercise the right to return to his Corporation Counsel position.

164. After acting to replace Mr. Parker in the Corporation Counsel position and refusing to offer him an equivalent position, Defendants terminated his employment.

165. Defendants' actions to replace Mr. Parker as Corporation Counsel during his FMLA leave constitutes outrageous and extreme conduct and goes beyond all possible bounds of decency.

166. As a direct and proximate result of Defendants' wrongful actions, Mr. Parker has suffered severe emotional and physical distress, illness, anxiety, humiliation, embarrassment, loss of income, loss of benefits, and other severe financial losses.

167. As a result of Defendants' aforesaid illegal actions, Plaintiff has suffered damages and is entitled to all remedies available by law.

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COUNT VII.
VIOLATION OF 42 U.S.C. § 1983
(AGAINST ALL DEFENDANTS)

168. Plaintiff incorporates by reference the allegations contained in paragraphs 1 - 167 as if realleged herein.

169. As the Corporation Counsel for the City of Newark, Mr. Parker acted as an employee of the City, in the best interest of and for the citizens of Newark and expressed his own opinion on matters of public importance and impact.

170. After Mr. Parker expressed his opinion and refused to sign the Contract, which he honestly believed would not be in the public interest, he was subject to repeated adverse acts to his reputation and employment, culminating in his termination from employment.

171. As an individual and employee, Mr. Parker was entitled to protections under the First Amendment of the United States Constitution to express opinions on matters of public importance without retaliation or reprisal or harm to his employment.

172. Mr. Parker's professional reputation within the City and his outside employment prospects were damaged as a result of the Defendants' adverse actions.

173. Defendant Mayor Baraka, acting in his official capacity on behalf of the City of Newark, is a "person" and, at all times relevant to this action, was "acting under color of state law," as those terms are defined under the Civil Rights Act of 1871. 42 U.S.C. § 1983 *et seq.*

174. Defendant Mayor Baraka's act of terminating Mr. Parker was motivated, at least in part, by Mr. Parker's protected activity.

175. Defendant Mayor Baraka's actions were taken in deliberate indifference to Mr. Parker's well-established rights under the law.

176. Defendant Mayor Baraka knew or should have known that his action of terminating Mr. Parker in retaliation for engaging in protected activity was illegal and not reasonable under the law as established at the time he took said action.

177. That action therefore constituted a violation of Mr. Parker's rights under the First Amendment to the U.S. Constitution and results in liability under 42 U.S.C. § 1983.

178. Pursuant to the due process clause of the Fourteenth Amendment to the Constitution, Mr. Parker was entitled to due process of a minimum of notice, and a meaningful chance to be heard before any adverse impact on or damage to his liberty and property interests.

179. Mr. Parker did not receive notice of the right to have his case heard and voted by the City Council.

180. By the aforesaid acts, the Defendants individually, collectively, and willfully violated Mr. Parker's constitutional rights in violation of 42 U.S.C. § 1983.

181. Mr. Parker's personal and professional reputation and pay are a liberty and property interest pursuant to the due process clause of the Fourteenth Amendment to the Constitution.

182. Mr. Parker suffered damages as a direct result of Defendants' unlawful actions, including lost pay.

183. As a result of Defendants' aforesaid illegal actions, Plaintiff has suffered damages and is entitled to all remedies available by law.

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COUNT VIII.
VIOLATION OF THE NEW JERSEY CONSCIENTIOUS EMPLOYEE
PROTECTION ACT (“CEPA”)
(AGAINST ALL DEFENDANTS)

184. Plaintiff incorporates by reference the allegations contained in paragraphs 1 - 183 as if realleged herein.

185. At all relevant times, Defendants were employers within the meaning of the New Jersey Conscientious Protection Act (“CEPA”). N.J.S.A. § 34:19-2(a).

186. At all relevant times, Plaintiff was an employee within the meaning of CEPA. N.J.S.A. 34:19-2(b).

187. Mr. Parker’s conduct, as alleged herein, constituted protected activities within the meaning of CEPA. N.J.S.A. 34:19-3.

188. Defendants took retaliatory actions against Plaintiff, including terminating Plaintiff because Plaintiff engaged in protected activities within the meaning of CEPA.

189. Defendants' conduct, jointly and severally, constituted unlawful retaliatory actions, in violation of CEPA.

190. Defendants retaliated against Mr. Parker who objected to, and refused to participate in an activity, policy and practice that he reasonably believed was in violation of law, fraudulent/criminal, and incompatible with a clear mandate of public policy concerning the public health, safety or welfare; to wit, the signing of an Agreement that was contrary and detrimental to the present and future interest of the citizens of Newark and the State of New Jersey.

191. Mr. Parker performed a “whistle-blowing” activity of objecting to the activity and refusing to act against the activity.

192. The acts of the Defendants were willful and malicious.

193. A causal connection exists between Plaintiff's whistle-blowing activity and Defendants' unlawful conduct, including, but not limited to, his termination.

194. Defendants unlawfully discriminated against, harassed and retaliated against Plaintiff and unlawfully discharged Plaintiff for engaging in protected activities within the meaning of CEPA.

195. Defendants were put on plain notice of their CEPA violation in the form of a letter from Mr. Parker's counsel on March 5, 2017.

196. The discharge of the Plaintiff was wrongful and violated CEPA. N.J.S.A. § 34:19-1 *et seq.*

197. As a result of Defendants' aforesaid illegal actions, Plaintiff has suffered damages and is entitled to all remedies available by law.

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PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF ASKS AS FOLLOWS: Plaintiff prays for any and all remedies available under law to include, but not limited to, the following:

198. Retroactive restoration as Corporation Counsel with back pay, benefits, and other emoluments of that position;

199. Liquidated damages in the amount of twice the front and back pay due the Plaintiff;

200. Compensatory damages including but not limited to, past damages and foreseeable future damages in the amount of between \$1 million and \$5 million or as proved by the evidence;

201. Punitive damages;

202. Emotional distress damages;

203. Reasonable attorneys' fees under applicable fee-shifting statutes under which these claims are brought and enhanced in accordance with applicable law;

204. Interest and costs; and

205. Any further award or other relief as this Court deems necessary, appropriate, or proper in the interests of equity.

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DEMAND FOR A JURY TRIAL

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiff demands a trial by jury in this action.

Respectfully Submitted,

Dated: June 23, 2017

By: s/ Gregg H. Salka
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