

**RECEIVED**  
**Honeywell International Inc.**

**JUL 17 2017**

**M. Johnson**

*PMT*

**OFFICES OF DENNIS A. DURKIN, SR, ESQ.**

**88**  
**ROSELAND, NJ 07068**  
**973/228-1490**  
**Attorney ID: 017701982**  
**973/228-1490**  
**Attorney for plaintiff, NATASHA CHANDLER**

**NATASHA CHANDLER**

Plaintiff,

**HONEYWELL INTERNATIONAL, INC. and**  
**JOHN DOES 1-5**

Defendant.

**SUPERIOR COURT OF NEW JERSEY**  
**LAW DIVISION - ESSEX COUNTY**

**DOCKET NO. L-4230-17**

**Civil Action**

**SUMMONS**

From: The State of New Jersey

To: The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense. If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment. If you cannot afford an attorney, you may call the Legal Services office in the

**ATLANTIC COUNTY:** Deputy Clerk of the Superior Court Civil Division, Direct Filing 1201 Bacharach Blvd., First Fl. Atlantic City, NJ 08401 LAWYER REFERRAL (609) 345-3444 LEGAL SERVICES (609) 348-4200

**BERGEN COUNTY:** Deputy Clerk of the Superior Court Case Processing Section, Room 119 Justice Center, 10 Main St. Hackensack, NJ 07601-0769 LAWYER REFERRAL (201) 488-0044 LEGAL SERVICES (201) 487-2166

**BURLINGTON COUNTY:** Deputy Clerk of the Superior Court Central Processing Office Attn: Judicial Intake First Fl., Courts Facility 49 Rancocas Rd. Mt. Holly, NJ 08060 LAWYER REFERRAL (609) 261-4862 LEGAL SERVICES (609) 261-1088

**CAMDEN COUNTY:** Deputy Clerk of the Superior Court Civil Processing Office 1st Fl., Hall of Records 101 S. Fifth St. Camden, NJ 08103 LAWYER REFERRAL (856) 964-4520 LEGAL SERVICES (856) 964-2010

**CAPE MAY COUNTY:** Deputy Clerk of the Superior Court 9 N. Main Street Box DN-209 Cape May Court House, NJ 08210 LAWYER REFERRAL (609) 463-0313 LEGAL SERVICES (609) 465-3001

**CUMBERLAND COUNTY:** Deputy Clerk of the Superior Court Civil Case Management Office Broad & Fayette Sts., P.O. Box 615 Bridgeton, NJ 08302 LAWYER REFERRAL (856) 692-6207 LEGAL SERVICES (856) 451-0003

**ESSEX COUNTY:** Deputy Clerk of the Superior Court 50 West Market Street Room 131 Newark, NJ 07102 LAWYER REFERRAL (973) 622-6207 LEGAL SERVICES (973) 624-4500

**GLOUCESTER COUNTY:** Deputy Clerk of the Superior Court Civil Case Management Office Attn: Intake First Fl., Court House 1 North Broad Street, P.O. Box 129 Woodbury, NJ 08096 LAWYER REFERRAL (856) 848-4589 LEGAL SERVICES (856) 848-5360

**HUDSON COUNTY:** Deputy Clerk of the Superior Court Superior Court, Civil Records Dept. Brennan Court House--1st Floor 583 Newark Ave. Jersey City, NJ 07306 LAWYER REFERRAL (201) 798-2727 LEGAL SERVICES (201) 792-6363 Revised 09/2006, CN 10792-English page 2 of 6

**HUNTERDON COUNTY:** Deputy Clerk of the Superior Court Civil Division 65 Park Avenue Flemington, NJ 08822 LAWYER REFERRAL (908) 735-2611 LEGAL SERVICES (908) 782-7979

**MERCER COUNTY:** Deputy Clerk of the Superior Court Local Filing Office, Courthouse 175 S. Broad Street, P.O. Box 8068 Trenton, NJ 08650 LAWYER REFERRAL (609) 585-6200 LEGAL SERVICES (609) 695-6249

**MIDDLESEX COUNTY:** Deputy Clerk of the Superior Court Administration Building Third Floor 1 Kennedy Sq., P.O. Box 2633 New Brunswick, NJ 08903-2633 LAWYER REFERRAL (732) 828-0053 LEGAL SERVICES (732) 249-7600

**MONMOUTH COUNTY:** Deputy Clerk of the Superior Court Court House 71 Monument Park P.O. Box 1269 Freehold, NJ 07728-1269 LAWYER REFERRAL (732) 431-5544 LEGAL SERVICES (732) 866-0020

**MORRIS COUNTY:** Deputy Clerk of the Superior Court Civil Division 30 Schuyler Pl., P.O. Box 910 Morristown, NJ 07960-0910 LAWYER REFERRAL (973) 267-5882 LEGAL SERVICES (973) 285-6911

**OCEAN COUNTY:** Deputy Clerk of the Superior Court Court House, Room 119 118 Washington Street Toms River, NJ 08754 LAWYER REFERRAL (732) 240-3666 LEGAL SERVICES (732) 341-2727

**PASSAIC COUNTY:** Deputy Clerk of the Superior Court Civil Division Court House 77 Hamilton St. Paterson, NJ 07505 LAWYER REFERRAL (973) 278-9223 LEGAL SERVICES (973) 345-7171

**SALEM COUNTY:** Deputy Clerk of the Superior Court 92 Market St., P.O. Box 18 Salem, NJ 08079 LAWYER REFERRAL (856) 935-5628 LEGAL SERVICES (856) 451-0003 Revised 09/2006, CN 10792-English page 3 of 6

**SOMERSET COUNTY:** Deputy Clerk of the Superior Court Civil Division Office New Court House, 3rd Fl. P.O. Box 3000 Somerville, NJ 08876 LAWYER REFERRAL (908) 685-2323 LEGAL SERVICES (908) 231-0840

**SUSSEX COUNTY:** Deputy Clerk of the Superior Court Sussex County Judicial Center 43-47 High Street Newton, NJ 07860 LAWYER REFERRAL (973) 267-5882 LEGAL SERVICES (973) 383-7400

**UNION COUNTY:** Deputy Clerk of the Superior Court 1st Fl., Court House 2 Broad Street Elizabeth, NJ 07207-6073 LAWYER REFERRAL (908) 353-4715 LEGAL SERVICES (908) 354-4340

**WARREN COUNTY:** Deputy Clerk of the Superior Court Civil Division Office Court House 413 Second Street Belvidere, NJ 07823-1500 LAWYER REFERRAL (908) 267-5882 LEGAL SERVICES (908) 475-2010

Note: Adopted July 13, 1994, effective September 1, 1994; amended June 28, 1996, effective September 1, 1996; address/phone information updated July 1, 1999, effective September 1, 1999; amended July 12, 2002 to be effective September 3, 2002; amended July 27, 2006 to be effective September 1, 2006. Revised 09/2006, CN 10792-English page 4 of 6

LAW OFFICES OF DENNIS A. DURKIN  
POB 88  
ROSELAND, New Jersey 07068  
973/228-1490  
Attorney for plaintiff, NATASHA CHANDLER

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SUPERIOR COURT OF N.J.  
CIVIL DIVISION  
ESSEX VICINAGE

2017 JUN 9 P 4:12

FINANCE DIVISION  
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NATASHA CHANDLER

Plaintiff,

HONEYWELL INTERNATIONAL, INC.  
and JOHN DOES 1-5

Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - ESSEX COUNTY

DOCKET NO. L 4230-17

Civil Action

**COMPLAINT, JURY DEMAND,  
DESIGNATION OF TRIAL COUNSEL AND  
R.4:5-1 CERTIFICATION**

Plaintiff, NATASHA CHANDLER residing at 11 Green Hill Road, in the Township of Chester, County of Morris and State of New Jersey by way of Complaint against defendants, each of them, and all of them allege as follows:

**JURISDICTION AND VENUE**

At all times material to the within causes of action the parties were residents of the State of New Jersey and defendant transacted business within the County of Essex in which on information and belief it owned real property and maintained facilities to further its business enterprise.

BATCH # 387 FILED 06/19/17  
CHECK/RECEIPT# 4202 AMT. 250

**PARTIES**

1. NATASHA CHANDLER (“CHANDLER”) is an individual residing at 11 Green Hill Road, Township of Chester, County of Morris, State of New Jersey.
2. HONEYWELL INTERNATIONAL, INC. (“HONEYWELL”) is a New Jersey corporation, authorized to do business in New Jersey with its corporate headquarters located at 115 Tabor Road, Borough of Morris Plains, County of Morris, and State of New Jersey.
3. John Does 1-5 are fictitious agents, employees, servants, and alter egos of HONEYWELL, or those acting in concert with it whose identity can only be ascertained through discovery.

**COMMON FACTUAL ALLEGATIONS**

4. HONEYWELL employed CHANDLER with the title of Vice President, Organizational Development and Learning for the Performance Material and Technologies business from July 2015 to December 2016.
5. HONEYWELL assigned to that title the duties and function necessary to accomplish the task identified by HONEYWELL as in its interest and for its benefit.
6. HONEYWELL informed CHANDLER during negotiation in the pre-employment phase of their relationship, at all times during the actual vocational relationship, and afterwards it, HONEYWELL, it recognized it had created, caused, allowed, tolerated and suffered non diverse appointment of managers to its executive ranks.

7. HONEYWELL appreciated the fact the situation it had caused to be created did, or might, at the present time and in the future, constitute one or more violations of state and federal law, particularly but not limited to statutes and regulations, which prohibited workplace discrimination in employers such as HONEYWELL.
8. HONEYWELL informed, uttered, communicated and otherwise led CHANDLER to believe it, HONEYWELL recognized the situation it had caused to be created as hereinabove referenced was intolerable to what it, HONEYWELL described as its core business values, to its work force, shareholders, vendors, and customers, particularly but not limited to acquisition branches of the United States Government and other agencies of public authority.
9. HONEYWELL informed, uttered and communicated to CHANDLER, during negotiation in the pre-employment phase of their relationship, and at all times during the actual vocational relationship, a sincere desire to remedy the situation by implementation of strategies, procedures, protocols, and processes to cause diversity in its executive ranks.
10. HONEYWELL informed, uttered and communicated to CHANDLER, during negotiation in the pre-employment phase of their relationship, at all times during the actual vocational relationship, the instruction she was tasked with specific responsibility to formulate the plan, procedure, protocol, techniques, and strategies to achieve in due and deliberate fashion to a deadline within a budget the goal of diversity in HONEYWELL executive ranks.

11. HONEYWELL directed CHANDLER to commence tasks to accomplish goals within the duties and functions of the responsibility given to her.
12. HONEYWELL instructed, supervised, directed and managed CHANDLER in the discharge of her vocational duties and functions as hereinabove identified.
13. HONEYWELL at all material times of within the causes of action informed, communicated, and otherwise led CHANDLER to believe her performance was as desired, was within the duties and functions of her title, and in fact was exemplary.
14. HONEYWELL was to compensate CHANDLER, in substantial part by payment of emoluments designed, created and intended to provide an incentive for CHANDLER to design strategies for the executive ranks of HONEYWELL to become racially, culturally, and ethnically diverse, in mutual recognition of the importance to HONEYWELL.
15. CHANDLER, at a certain point in time, and while within the discharge of the duties and functions with her title as aforesaid questioned if HONEYWELL was sincere in its putative commitment to remedy past instances of workplace discrimination, to avoid further instances of workplace discrimination to achieve diversity in its executive ranks, and to be otherwise compliant in its lawful obligation to not cause, tolerate, or leave unremedied violations of law, including but not limited to violations of statutes, and regulations that prohibit workplace discrimination in such employers as HONEYWELL.
16. HONEYWELL in consequence of the disclosure by CHANDLER of her opinion, and as a result of the activity it had directed, managed, supervised, and instructed her to



undertake for its benefit did then retaliate against CHANDLER for doing that which it recognized had to be done and which responsibility for which had been specifically delegated by HONEYWELL to CHANDLER.

17. HONEYWELL in further and additional consequence of its refusal, inability, and election to refrain from implementing the action it claimed to recognize was obligatory upon it, and which it said it desired, and which it also said would be beneficial to it, instead created a hostile workplace against CHANDLER,.
18. HONEYWELL, thereupon, undertook, allowed, encouraged and suffered steps by act, omission, or both against CHANDLER including: (i.) utterance of false, untrue, incomplete statements pertaining to CHANDLER'S state of mind, ability to discharge her vocational duties and functions (ii.) to question her good name, character, integrity and honesty (iii.) to falsely suggest CHANDLER was not qualified, was unqualified, was not fit, or if fit and otherwise qualified was not discharging her duties in a satisfactory fashion.
19. HONEYWELL took these steps with the purpose, design and intent, or hope and desire of driving CHANDLER from the HONEYWELL workforce so to allow the tradition of discrimination in the identification, selection, promotion, supervision, discipline and retention of executive staff could continue undisclosed and unhindered, concomitantly.
20. HONEYWELL took these steps so it at least on a temporary basis could use CHANDLER'S tenure as a false shield to deflect at least momentarily inquiry by third parties including but limited to government authorities, particularly acquisition

branches that in good faith was attempting to end workplace discrimination.

21. HONEYWELL at all times material to the time in question was motivated by bad intent, acted with malice, (or tis functional equivalent) or in gross disregard of the true state of affairs or of the consequences of its action, or by negligence and purposeful ignorance, of the true state of affairs all contrary to law, the duty of HONEYWELL, and its obligation, to act in accordance with law. .
22. HONEYWELL through its acts and omission caused CHANDLER to sustain damage through no fault of her own including but not limited to substantial adverse impact to her health, wellbeing, self-esteem and standing in the community.

**FIRST CAUSE OF ACTION**  
**(Breach of Employment Contract)**

23. CHANDLER restates each and every claim, assertion, and allegation set forth in the foregoing Paragraphs of this Complaint as if fully set forth herein.
24. CHANDLER entered into an employment agreement with HONEYWELL. At all times material to the within causes of action, HONEYWELL, and those acting in concert with it including but not limited to its agents, employees and servants as contract parties were obliged to act in good faith and to discharge the contract honestly both as between themselves and as to CHANDLER.
25. CHANDLER at all times material to the within causes of action discharged the duties and functions of her title honestly, diligently, competently, and in all events in accord with instruction and supervision by HONEYWELL through its staff.

26. HONEYWELL breached CHANDLER'S employment agreement by constructively terminating CHANDLER without good cause, and refusing to pay CHANDLER due and owing compensation, where such adverse employment action was not based on fair and honest cause or reason, and was not taken in good faith.
27. As a direct and proximate result of HONEYWELL's breach of duty as aforesaid, CHANDLER has sustained and will in the future sustain damages.

**SECOND CAUSE OF ACTION**  
**(Breach of Implied Employment Contract)**

28. CHANDLER restates each and every claim, assertion, and allegation set forth in the foregoing Paragraphs of this Complaint as if fully set forth herein.
29. CHANDLER entered into an employment agreement with HONEYWELL. At all times material to the within causes of action, HONEYWELL as contract parties were obliged to act in good faith and to discharge the contract honestly both as between themselves and as to CHANDLER.
30. HONEYWELL was subject to an implied obligation not to terminate, demote, or adversely affect CHANDLER, except honest, accurate, and truthful reason.
31. CHANDLER at all times material to the within causes of action at least adequately performed her job duties.
32. HONEYWELL breached CHANDLER's employment agreement by constructively and actually terminating CHANDLER without good cause, and refusing to pay CHANDLER due and owing compensation, where such adverse employment action was not honest, accurate, or truthful and was not taken in good faith.

33. As a direct and proximate result of HONEYWELL's breach of duty as aforesaid, CHANDLER has sustained and will in the future sustain damages.

**THIRD CAUSE OF ACTION**  
**(Breach of Implied Covenant of Good Faith and Fair Dealing)**

34. CHANDLER restates each and every claim, assertion, and allegation set forth in the foregoing Paragraphs of this Complaint as if fully set forth herein.

35. HONEYWELL was obliged by the law of New Jersey to act in good faith in regard to CHANDLER, which it failed to do.

36. As a direct and proximate result of HONEYWELL's breach of duty as aforesaid, CHANDLER has sustained and will in the future sustain damages.

**FOURTH CAUSE OF ACTION**  
**(Termination in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq.)**

37. CHANDLER restates each and every claim, assertion, and allegation set forth in the foregoing Paragraphs of this Complaint as if fully set forth herein.

38. Notwithstanding the fact that CHANDLER was performing the duties of her job at a competent level, HONEYWELL fired her.

39. CHANDLER was terminated due in whole or in part to her gender and was in retaliation for her challenging HONEYWELL'S discriminatory employment, retention, and promotion practices in senior executive ranks.

40. New Jersey's Law Against Discrimination, N.J.S.A. 10:5-1, et seq., (hereinafter "NJLAD") prohibits an employer from taking negative/adverse employment action against an employee based upon said employee's gender and/or an employee's "whistle-blowing" of discriminatory hiring and firing practices.
41. In taking actions that they knew were a breach of HONEYWELL'S duty under NJLAD, and knowingly giving substantial assistance or encouragement to such unlawful conduct, HONEYWELL staff as agents and/or employees of both HONEYWELL caused HONEYWELL to be vicariously liable to CHANDLER in damages. HONEYWELL'S conduct was egregious, willful, wanton and in reckless disregard of CHANDLER'S rights for which punitive damages are also appropriate.
42. As a result of the HONEYWELL'S unlawful conduct, CHANDLER suffered economic damages including loss of income and benefits and emotional distress.

**FIETH CAUSE OF ACTION**

**(Conscientious Employee Protection Act Violation -[NJSA 34:19-1])**

43. CHANDLER restates each and every claim, assertion, and allegation set forth in the foregoing Paragraphs of this Complaint as if fully set forth herein.
44. HONEYWELL'S actions against CHANDLER are in retaliation for CHANDELER'S whistle-blowing activities described herein, in violation of the New Jersey Conscientious Employee Protection Act ("CEPA"), N.J.S.A. 34:19-1 *et seq.*
45. CHANDLER engaged in "whistle-blowing" activities in that she disclosed and objected to, and/or refused to participate in, HONEYWELL'S conduct which he reasonably believed was in violation of law and/or public policy, and/or rules or regulations promulgated pursuant to law and/or public policy, was fraudulent,

and/or negatively impacted the health, safety and welfare of the public. In retaliation for her whistleblowing activities, CHANDLER suffered adverse employment action (s) and other retaliatory and harassing acts at the hands of HONEYWELL.

46. HONEYWELL created a hostile work environment against CHANDLER in retaliation for her whistleblowing activities.

47. HONEYWELL'S adverse employment actions and harassment against CHANDLER were without any legitimate and/or lawful purpose. The purported rationale for HONEYWELL'S adverse employment actions were pre-textual and were advanced in order to mask HONEYWELL'S retaliatory intent.

48. HONEYWELL'S harassing and retaliatory actions against CHANDLER constitute violations of CEPA.

49. As a result, CHANDLER'S statutory rights have been violated and her protections under the law have been eviscerated.

50. CHANDLER has suffered damages resulting in the loss of compensation and benefits, emotional distress, the loss of fringe benefits, and is incurring legal expenses and other expenses as a result of HONEYWELL'S actions.

51. The foregoing actions were knowing, willful and deliberate violations of law and deprivations of CHANDLER'S statutory and civil rights, and CHANDLER is entitled to punitive damages under applicable law.

**SIXTH CAUSE OF ACTION**  
**(Discrimination under 42 U.S.C.A. 1981, et seq.)**

52. CHANDLER restates each and every claim, assertion, and allegation set forth in the foregoing Paragraphs of this Complaint as if fully set forth herein.
53. CHANDLER was an employee of HONEYWELL.
54. CHANDLER'S relationship with HONEYWELL was by nature contractual and therefore she was entitled to equal rights under the law. HONEYWELL performed all conditions, covenants and promises required to be performed on her part in accordance with her job responsibilities with HONEYWELL.
55. In this way, CHANDLER'S employment relationship was protected pursuant to Civil Rights Act of 1866 & Civil Rights Act of 1871 (as amended in 1991).
56. Notwithstanding the fact that CHANDLER was performing the duties of her job at a competent level, HONEYWELL fired her.
57. CHANDLER was intentionally terminated due to her gender and her "whistle-blower" status in challenging HONEYWELL'S discriminatory hiring and/or firing practices.
58. HONEYWELL'S actions were inexcusable and illegal under the law.
59. HONEYWELL'S conduct was egregious, willful, wanton and in reckless disregard of CHANDLER'S rights for which punitive damages are also appropriate.
60. As a result of the HONEYWELL'S unlawful conduct, CHANDLER has suffered economic damages including loss of income and benefits and emotional distress.

**(SEVENTH CAUSE OF ACTION)**  
**(Tortious Interference with an Employment Relationship)**

61. CHANDLER repeats each and every allegation herein above made and incorporates herein by reference.
62. HONEYWELL agents, employees and servants were caused, allowed, encouraged to improperly interfere with CHANDLER'S employment by advising, encouraging and inducing HONEYWELL to terminate CHANDLER.
63. As a direct and proximate result of HONEYWELL'S actions, CHANDLER has incurred and will continue to incur damages.

**(EIGHTH CAUSE OF ACTION)**  
**(Promissory Estoppel against HONEYWELL)**

64. CHANDLER repeats each and every allegation herein above made and incorporates herein by reference.
65. When HONEYWELL solicited CHANDLER to separate from her prior employment, it led CHANDLER to reasonably believe that she would not be terminated without cause. In addition, HONEYWELL'S policies and practices towards CHANDLER and other employees, of which CHANDLER was aware, enforced CHANDLER'S reasonable understanding that she would not be terminated without cause.
66. In reliance upon HONEYWELL'S promise that she would not be terminated without cause, CHANDLER separated from her prior employment. CHANDLER'S reliance on HONEYWELL'S statements and actions was both reasonable and foreseeable by HONEYWELL.



67. CHANDLER was injured as a direct and proximate result of her reliance on HONEYWELL's promise in an amount in excess of \$3,000,000.

**NINTH CAUSE OF ACTION**  
**(Fraud)**

68. CHANDLER restates each and every claim, assertion, and allegation set forth in the foregoing Paragraphs of this Complaint as if fully set forth herein.

69. At all times material to the within causes of action HONEYWELL sought to establish and did establish a relationship of implicit trust and confidence with CHANDLER.

70. At all times material to the within causes of action, HONEYWELL, through its agents, employees, and servants collectively and individually communicated knowingly false, misleading, deceptive, and otherwise untrue statements to CHANDLER.

71. Notwithstanding and disregarding their duty to refrain from misstatement of material fact, from fraud and deceit, and to conduct their affairs in good faith and honestly, at all times material to the within causes of action HONEYWELL concealed and did not disclose the true state of affairs to CHANDLER and did so in the hope, expectation, and belief he would rely upon the false, misleading statements to his detriment, which she did.

72. HONEYWELL conduct as aforesaid was done knowingly, willfully, and either with malicious intent or in utter disregard for the consequences of the conduct.

73. As a direct and proximate result of HONEYWELL's breach of duty as aforesaid, CHANDLER has sustained and will in the future sustain damages.

**TENTH CAUSE OF ACTION**  
**(Negligent Infliction of Emotional Distress)**

74. CHANDLER repeats each and every allegation herein above made and incorporates herein by reference.
75. HONEYWELL acted with malice and the simple desire to find a convenient scapegoat for HONEYWELL'S own discriminatory practices.
76. The acts of the HONEYWELL as alleged herein were done with the intent to cause or the foreseeable consequence of causing severe emotional distress to CHANDLER.

**DEMAND FOR RELIEF**

**WHEREFORE**, CHANDLER demands Judgment against HONEYWELL for:

- a. Compensatory damages; inclusive of front and back pay; prejudgment interest, post-judgment interest;
- b. Punitive damages;
- c. Attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1 and CEPA and Civil Rights Act.
- d. Costs of suit; and
- e. Such other and further relief as the Court may deem just and appropriate.

**DEMAND FOR JURY**

SUPERIOR COURT OF N.J.  
CIVIL DIVISION  
ESSEX VICINAGE

PLEASE TAKE NOTICE CHANDLER hereby demand a trial by jury as to all triable issues.

2017 JUN 9 P 4:11

**DESIGNATION OF TRIAL COUNSEL**

PLEASE TAKE NOTICE Pursuant to R. 4:25-4, Dennis A. Durkin, Esq. is hereby designated as trial counsel in this matter.

LAW OFFICES OF DENNIS A. DURKIN  
Attorney for CHANDLER

By:

  
DENNIS A. DURKIN, SR. ESQ.


Dated: June 8, 2017

R. 4:5-1 CERTIFICATION

SUPERIOR COURT OF NJ  
CIVIL DIVISION  
ESSFX VICINAGE  
2017 JUN 14 10:11 AM




Pursuant to R. 4:5-1, it is hereby stated that the matter in controversy in the within Complaint is not subject to any other action pending in any other court or of any other arbitration proceeding to the best of my knowledge or belief. To the best of my belief, no other action or arbitration proceeding regarding this matter and controversy are presently contemplated by CHANDLER. Further, other than the parties set forth herein, I know of no other parties that should be joined in the above action. I recognize the continuing obligation of each party to file and serve on all parties and the Court an amended Certification if there is a change in the facts stated in this original Certification.

LAW OFFICES OF DENNIS A. DURKIN  
Attorney for CHANDLER

By:   
DENNIS A. DURKIN, SR. ESQ.

Dated: June 8, 2017

**Appendix XII-B1**

	<b>CIVIL CASE INFORMATION STATEMENT (CIS)</b>		Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> <b>Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>,                  if information above the black bar is not completed                  or attorney's signature is not affixed</b>		FOR USE BY CLERK'S OFFICE ONLY PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO.: AMOUNT: OVERPAYMENT: BATCH NUMBER:	
	ATTORNEY / PRO SE NAME Dennis A. Durkin, Sr., Esq.		TELEPHONE NUMBER (973) 228-1490		COUNTY OF VENUE Essex	
	FIRM NAME (if applicable) Law Offices of Dennis A. Durkin, Sr. Esq.				DOCKET NUMBER (when available) L 4230-17	
	OFFICE ADDRESS POB 88 Roseland, New Jersey 07068				DOCUMENT TYPE Complaint JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
NAME OF PARTY (e.g., John Doe, Plaintiff) Natasha Chandler, Plaintiff		CAPTION Chandler v Honeywell International, Inc.				
CASE TYPE NUMBER (See reverse side for listing) 616		HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS				
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN				
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>						
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION						
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input checked="" type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS				
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO						
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION						
 Do you or your client need any disability accommodations? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION				
Will an interpreter be needed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, FOR WHAT LANGUAGE?				
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 <i>Rule 1:38-7(b)</i> .						
ATTORNEY SIGNATURE: 						

ESSEX COUNTY - CIVIL DIVISION  
SUPERIOR COURT OF NJ  
465 MARTIN LUTHER KING JR BLVD  
NEWARK NJ 07102

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (973) 776-9300  
COURT HOURS 8:30 AM - 4:30 PM

DATE: JUNE 15, 2017  
RE: CHANDLER VS HONEYWELL INTERNATIONAL INC  
DOCKET: ESX L -004230 17

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 3.

DISCOVERY IS 450 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS  
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON PATRICK J. BARTELS

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 003  
AT: (973) 776-9300.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A  
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.  
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE  
WITH R.4:5A-2.

ATTENTION:

ATT: DENNIS A. DURKIN  
DENNIS A. DURKIN, SR, ESQ  
23 HOLMEHILL LANE  
P.O. BOX 88  
ROSELAND NJ 07068

JUMJB3