

**JAVERBAUM WURGAFT HICKS KAHN  
WIKSTROM & SININS  
505 Morris Avenue  
Springfield, New Jersey 07081  
Gary E. Roth, Esq. (Attorney ID: 019931981)  
Telephone No.: (973) 379-4200  
Attorneys for Plaintiff**

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: UNION COUNTY

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Plaintiff

**JANINE GERAIGERY WALLACE**

Docket No.

vs.

**CIVIL ACTION**

Defendants

**COMPLAINT AND DEMAND FOR  
TRIAL BY JURY**

**INVENTEL PRODUCTS, LLC  
and YASIR ABDUL**

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Plaintiff Janine Geraigery Wallace, by way of Complaint  
against the defendants, says:

**THE PARTIES**

1. Plaintiff Janine Geraigery Wallace in an individual residing at 7 Molino Court, Chatham, New Jersey 07928.
2. Plaintiff is an attorney-at-law.
3. Defendant InvenTel Products, LLC ("InvenTel") is a limited liability company with its principal place of business at 200 Forge Way, Unit 1, Rockaway, New Jersey 07866.
4. InvenTel does business in Union County, NJ.
5. At times relevant to this lawsuit, plaintiff was employed by InvenTel as its General Counsel.

6. At times relevant to this lawsuit, defendant Yasir Abdul ("Abdul") was InvenTel's Managing Member, as well as its President and Chief Executive Officer.

**FIRST COUNT**  
**(CEPA - Retaliatory Discharge)**

7. On or around November 6, 2017, plaintiff commenced employment as InvenTel's General Counsel.
8. During her entire employment tenure with InvenTel, plaintiff reported to Abdul, who had direct supervisory responsibility over her.
9. Plaintiff and Abdul initially enjoyed a positive and productive relationship, with Abdul viewing plaintiff as a valued and competent member of his team.
10. Everything changed, starting in the spring of 2018 and continuing until shortly before plaintiff's discharge, due to plaintiff complaining about, objecting to, and refusing to overlook, ignore, or engage in conduct that she reasonably believed to be unlawful, fraudulent, or in violation of public policies.
11. Plaintiff's specific complaints, objections, and other protected activities are set forth in a February 20, 2019 letter from plaintiff's counsel to InvenTel's counsel.

12. Shortly after plaintiff began voicing complaints and objections, Abdul commenced subjecting her to malicious acts of retaliatory harassment. He falsely, unfairly, and unwarrantedly criticized her; nit-picked her performance; treated her with a hostile attitude and a "cold-shoulder" demeanor; intentionally embarrassed her at meetings and in telephone calls; intentionally undermined her; etc.
13. On December 6, 2018, during a meeting in Abdul's office, plaintiff engaged in her last protected activity when she pointedly rejected Abdul's ultimatum either to support his desire to engage in certain unlawful conduct or resign from employment.
14. During that December 6<sup>th</sup> meeting, after plaintiff had lodged strong objections to Abdul's conduct that she reasonably believed to be unlawful, fraudulent, or in violation of public policies, Abdul vilely excoriated her and asked her to resign unless she supported his unlawful activities.
15. Two business days later, on December 10, 2018, plaintiff was informed by InvenTel's outside counsel, Joseph A. Martin, Esq., that her employment with InvenTel had been terminated, effective immediately.

16. During that December 10<sup>th</sup> meeting, Martin informed plaintiff that the decision to terminate her actually had been made on December 7, 2019, the day after her last protected activity.
17. The reason given by Martin for plaintiff's discharge was that her position had been eliminated.
18. The reason given for plaintiff's discharge was knowingly false and pretextual, and in retaliation for her engaging in activity protected by New Jersey's Conscientious Employee Protection Act ("CEPA"), N.J.S.A. 34:19-1 *et seq.*, including objecting to, complaining about, and refusing to overlook, ignore, or engage in conduct that she reasonably believed to be unlawful, fraudulent, or in violation of public policies.
19. In essence, defendants contrived a reason to fire an employee who had reported serious violations and who objected to, complained about, and refused to overlook, ignore, or engage in activity that she reasonably believed to be unlawful, fraudulent, or in violation of public policy.
20. As such, plaintiff's discharge was in derogation of CEPA.

**SECOND COUNT**  
**(Common Law Wrongful Discharge)**

23. Plaintiff repeats the allegations contained in the First Count as though fully set forth at length.
24. In the alternative, defendants' retaliation against plaintiff, which resulted in plaintiff's wrongful discharge, gives rise to common law "*Pierce v. Ortho Pharmaceutical*" wrongful discharge causes of action, in tort and contract.

WHEREFORE, plaintiff demands judgment against the defendants, individually and jointly, as follows:

- A. For compensatory and consequential damages encompassing, but not by way of limitation, loss of income and employee benefits and emotional distress;
- B. Compelling defendant to re-employ plaintiff at an income level commensurate with such a level as plaintiff would have obtained had she not been unlawfully discharged, together with other benefits and emoluments which plaintiff may have had the right to receive or acquire;
- C. For punitive damages;
- D. For attorneys' fees, interest, and costs of suit; and
- E. For any other relief that the Court deems just and equitable.

**THIRD COUNT**  
**(Breach of Contract)**

25. Plaintiff repeats the allegations contained in the prior Counts as though fully set forth at length.
26. By way of agreement as part of plaintiff's initial compensation package, InvenTel promised to pay plaintiff a \$30,000 bonus within the first year of her employment.
27. InvenTel has failed and refused to pay the bonus to plaintiff, despite plaintiff's repeated requests for payment.
28. The failure and refusal by InvenTel to pay plaintiff's \$30,000 bonus constitutes a breach of contract.
29. As a result of such contractual breach, plaintiff has suffered damages.

WHEREFORE, plaintiff demands judgment against defendant InvenTel for \$30,000, plus consequential damages, interest, and any other relief that the Court deems just and equitable.

**FOURTH COUNT**  
**(Breach of Covenant of Good Faith and Fair Dealing)**

30. Plaintiff repeats the allegations contained in the prior Counts as though fully set forth at length.

31. Inventel's failure to pay plaintiff's \$30,000 bonus is in breach of the implied covenant of good faith and fair dealing.

32. As a result of such breach, plaintiff has suffered damages.

WHEREFORE, plaintiff demands judgment against defendant InvenTel for \$30,000, plus consequential damages, interest, and any other relief that the Court deems just and equitable.

**FIFTH COUNT**  
**(Promissory Estoppel)**

33. Plaintiff repeats the allegations contained in the prior Counts as though fully set forth at length.

34. Inventel promised plaintiff that she would be paid a \$30,000 bonus.

35. InvenTel's promise was made with the understanding and intention that plaintiff would rely on it in accepting InvenTel's offer of employment.

36. Plaintiff reasonably relied on InvenTel's promise in accepting InvenTel's offer of employment.

37. Injustice can be avoided only by enforcement of the promise, *i.e.*, by compelling InvenTel to pay the \$30,000 bonus to plaintiff.

WHEREFORE, plaintiff demands judgment against defendant InvenTel for \$30,000, plus consequential damages, interest, and any other relief that the Court deems just and equitable.

Javerbaum Wurgaft Hicks Kahn  
Wikstrom & Sinins  
Attorneys for Plaintiff

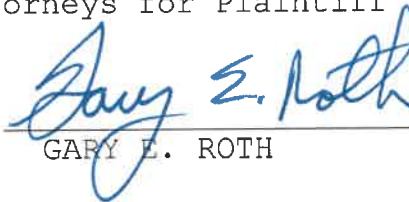
BY:   
GARY E. ROTH

Dated: 9/11/19

**DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a trial by jury as to all issues.

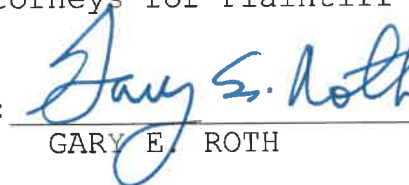
Javerbaum Wurgaft Hicks Kahn  
Wikstrom & Sinins  
Attorneys for Plaintiff

BY:   
GARY E. ROTH

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to Rule 4:25-4, Gary E. Roth, Esq. is hereby designated as trial counsel.

Javerbaum Wurgaft Hicks Kahn  
Wikstrom & Sinins  
Attorneys for Plaintiff

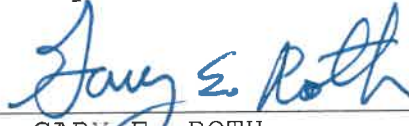
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**CERTIFICATION PURSUANT TO R. 4:5-1**

Pursuant to R. 4:5-1 the undersigned certifies that the matter in controversy is not the subject of any action pending in any other court of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated.

Javerbaum Wurgaft Hicks Kahn  
Wikstrom & Sinins  
Attorneys for Plaintiff

BY:   
GARY E. ROTH