

EXHIBIT A

NJ LAD. In the last two years, Plaintiff and other similarly situated employees were terminated under the guise of layoffs, elimination of positions and/or purported job relocation.

3. After 33 years of employment, on December 18, 2018, Defendants terminated Plaintiff at age 56 purportedly because his Technology Support Manager position was being “relocated” to Defendants’ Ramsey, New Jersey facility. Defendants represented to Plaintiff Cezus and other similarly situated employees that if they did not accept the relocation of position, their positions would be filled by other applicants. However, Defendants eliminated Plaintiff Cezus’s position as a Technology Support Manager and the positions of other similarly situated employees in his department over the age of 40 in Defendants’ Windsor, Connecticut facility.

4. To circumvent its defined severance and/or retirement plan (“Severance Plan”) and avoid paying monetary benefits to Plaintiff Cezus and approximately 400 employees in Defendants’ Windsor, Connecticut facility, Defendants purported to offer their employees “job relocation” to Defendants’ Ramsey, New Jersey facility knowing that their employees, who nearly all resided in Connecticut, were not able to travel daily more than 240 miles round trip from Connecticut to New Jersey and would not accept their job relocation. As anticipated, only approximately 10% of the 450 Windsor, Connecticut employees elected for the New Jersey job relocation.

5. Pursuant to Defendants’ defined Severance Plan, Defendants designated Plaintiff Cezus’s position and the positions of similarly situated employees as “job relocations” and not “position eliminations.” Once these employees confirmed their inability to accept the job relocations, Defendants terminated them without providing any severance and/or retirement benefits under their Severance Plan.

6. During Plaintiff Cezus's employment with Defendants, Plaintiff and members of his protected class of employees were entitled to the protections of the NJ LAD as they were over the age of 40.

7. The majority of Defendants' employees working at the Windsor, Connecticut were over the age of 40 and were long tenured employees who worked more than 20 years for Defendants.

8. As members of a protected class based on age, Plaintiffs were entitled to be free from discrimination in connection with their terms and conditions of employment by Defendants.

9. Because of Plaintiff's age and position, he and other similarly situated employees were selected for "job relocation" and termination by Defendants for the Defendants' "Relocation/Termination list."

10. In violation of Plaintiffs' statutory rights, Defendants failed to properly provide Plaintiff Cezus and similarly situated employees with knowledge and information reflecting Defendants' decision making to purportedly eliminate his and other similarly situated employees' positions that would have revealed his department was being terminated which consisted of employees over the age of 40 and willfully misrepresented that their positions were not being eliminated and/or consolidated as part of a workforce reduction and rather a purported "job relocation" business strategy. Because Defendants did not designate Plaintiffs' positions as "eliminated," Plaintiff and other similarly situated employees were deemed ineligible for any severance and/or retirement benefits upon their termination under Defendants' Severance Plan.

11. As a result of Defendants' misrepresentation and their disparate treatment of Plaintiff Cezus and other similarly situated employees in Plaintiff's protected class, in their terms and conditions and in comparison to members outside of his protected class, Plaintiff and other similarly situated employees were denied equal protection under the NJ LAD and suffered economic damages including, but not limited to, loss of wages and/or severance and/or retirement payments that Defendants offered and paid to other terminated employees selected under their reduction in workforce policies that were outside of the Plaintiff's protected class.

FACTS COMMON TO ALL COUNTS

12. Plaintiff, James Cezus is a 58-year-old male residing in the County of Hartford, State of Connecticut.

13. Plaintiff Cezus was employed by Defendants Konica Minolta, Inc. and Konica Minolta Business Solutions U.S.A., Inc. from January 21, 1985 to December 18, 2018.

14. During the period of Plaintiff Cezus's employment with Defendants, Plaintiff met and/or exceeded all of Defendants' legitimate expectations in the performance of his duties.

15. As one of Defendants' longest tenured employees, Defendants, by their Vice President, James Ingrassia, Solutions Support Division, has stated that:

“Jim has been with Konica Minolta for many years and has always been an exemplary employee. Jim's dedication and attention to detail define his personality and character. Jim has managed multiple aspects of our call center, always working to inspire our advisors while creating an atmosphere of increased knowledge and personal growth. Jim is definitely a team player any Corporation would be fortunate to employ. Unfortunately, we decided to consolidate all Corporate Service and Support functions, previously located in Windsor, Ct., into our Ramsey, New Jersey campus. It was this decision, which forced many of our Connecticut employees to accept termination of employment as a consequence of not being able to move themselves and their families to New Jersey.”¹ (Emphasis added).

¹ Letter of Reference for Plaintiff James Cezus from Vice President, James Ingrassia.

16. Defendant Konica Minolta, Inc. (referred to herein as “Konica Minolta”) is, upon information and belief, a foreign corporation authorized to conduct business in the State of New Jersey.

17. Defendant Konica Minolta is, upon information and belief, a foreign corporation transacting business in the State of New Jersey.

18. Defendant, Konica Minolta is, upon information and belief, a Japanese multinational technology company employing approximately 43,300 employees worldwide that manufactures imaged-based products services offering equipment and instruments for office, industrial and healthcare uses.

19. Defendant, Konica Minolta, upon information and belief, has its principal place of business at 2-7-2, Marunoushi, JP Tower14-15F, Chiyoda-Ku, Tokyo, 100-0005 Japan.

20. Defendant, Konica Minolta, upon information and belief, owns Defendant, Konica Business Solutions U.S.A., Inc., which operates as the core business technology unit of Defendant Konica Minolta.

21. Defendant, Konica Minolta Business Solutions U.S.A., Inc. (referred to herein as “Konica U.S.A.”) is, upon information and belief, a foreign corporation authorized to conduct business in the State of New Jersey.

22. Defendant, Konica U.S.A. is, upon information and belief, a foreign corporation transacting business in the State of New Jersey.

23. Defendant, Konica U.S.A. is, upon information and belief, a wholly owned direct subsidiary of the Japanese multinational technology parent company worldwide that manufactures imaged-based products services offering equipment and instruments for office, industrial and

healthcare uses.

24. Defendant, Konica U.S.A., upon information and belief, has its principal place of business at 100 Williams Drive, Ramsey, New Jersey.

25. Defendant, Konica U.S.A., upon information and belief, operates its main corporate office out of Ramsey, New Jersey.

26. Defendant, Konica U.S.A. is, upon information and belief, a company that offers end-to-end product services to businesses operating in the United States. It manufactures, sells and services office equipment, primarily multifunctional peripherals), color and monochrome laser printers for graphics and professional production print systems, and the company has 115 direct sales locations and approximately 350 dealer partners in the United States.²

27. Upon information and belief, Defendants, Konica Minolta and Konica U.S.A. have a parent corporation and subsidiary corporation relationship. As such, Defendant Konica U.S.A. owns, operates, directs, controls and supervises activities for the common labor, management and financial operations located at 100 Williams Drive, Ramsey, New Jersey 07446.

28. From January 21, 1985 to December 18, 2018, Plaintiff Cezus was employed by Defendants at their Windsor, Connecticut office located at 500 Day Hill Road, Windsor, Connecticut.

29. At all relevant times, Plaintiff Cezus held the position of Technology Support Manager at Defendants' Windsor, Connecticut office.

² <https://www.konicaminolta.com/us-en/index.html>

30. In 2018, Plaintiff Cezus reported to Bill Caruso, Director of Technical Support. Mr. Caruso reported to Vice President, James Ingrassia of the Solutions Support Division located at 100 Williams Drive, Ramsey, New Jersey. Mr. Ingrassia reported to the Chief Executive Office (“CEO”), Rick Taylor, at the Ramsey, New Jersey United States corporate headquarters.

31. In or about 2018, Defendants implemented a reduction in force where Defendants selected certain positions for elimination and for job relocation.

32. On or about October 26, 2018, Defendants informed Plaintiff Cezus and other similarly situated employees that they had the option to relocate their position to the Ramsey, New Jersey office from the Windsor, Connecticut office.

33. In 2018, Defendants employed approximately 450 employees at their Windsor, Connecticut facility.

34. In 2018, Defendants also operated a facility in Ramsey, New Jersey where they maintained their corporate office. The Ramsey, New Jersey facility was significantly smaller in size and was filled to capacity with employees’ work stations and corporate offices.

35. In 2018, Defendants purported to offer Plaintiff and other similarly situated employees who were over the age of 40 a “job relocation” and represented that their jobs were remaining open and being relocated to the Ramsey, New Jersey office, located more than 123 miles away from their Windsor, Connecticut office.

36. Plaintiff and other similarly situated employees in his department over the age of 40 expressed that they could not feasibly travel to and from their homes to the Ramsey, New Jersey office. Their rejection of the relocation resulted in Plaintiff’s termination and department having open positions.

37. Defendants represented that Plaintiff and his similarly situated coworkers' positions held essential positions to Defendants' business and would be fired if they elected not to relocate to Ramsey, New Jersey, which they reasonably relied upon.

38. Defendants represented to their employees that their positions at the Windsor, Connecticut facility were not selected for elimination under Defendants' layoff or reduction in force, and therefore, there were not eligible for any severance or retirement benefits, which they reasonably relied upon.

39. However, Plaintiff has learned that at the time of Defendants' decision-making, Defendants did not intend to keep those positions open, that Defendants did not advertise for these open positions, that Defendants consolidated some of these open positions and that Defendants never hired anyone to fill them.

40. Had Defendants disclosed their true intent and properly designated Plaintiff's position as "eliminated" and removed from their organization, Plaintiffs would have qualified for severance and/or retirement benefits under Defendants' Severance Plan.

41. Defendants' failure to comply with NJ LAD's protections against discrimination adversely impacted older workers, and in particular, caused Plaintiffs' damages.

42. As a result of the Defendants' violations, Plaintiffs suffered damages including, but not limited to, loss of earnings, benefits, lost opportunity, emotional distress, costs, attorneys' fees and punitive damages.

CLASS ACTION ALLEGATIONS

43. Plaintiff, Cezus, on behalf of similarly situated employees re-alleges and incorporates by reference each and every allegation in the Complaint as though fully set forth herein.

44. Plaintiff Cezus sues on behalf of himself, individually and on behalf of a class of similarly situated individuals pursuant to N.J. Ct. R. 4:32, seeking injunctive and declaratory relief. Plaintiff also bring this collective and/or class action seeking monetary damages and other make-whole relief on behalf of the below-defined Class of similarly situated employees over the age of 40.

45. Defendants have engaged in a pattern and practice of discrimination against Plaintiff and other similarly situated employees over the age of 40.

46. Defendants' reduction in force, job relocation and/or elimination of position employment policies, practices and procedures were implemented in an intentionally discriminatory manner and/or have had an adverse disparate impact on Plaintiff and other similarly situated employees over the age of 40.

47. Defendants have implemented, created and/or permitted the discrimination of Plaintiff and similarly situated employees over the age of 40, resulting in the discrimination and wrongful termination and/or wrongful denial of eligible benefits of Plaintiff and similarly situated employees over the age of 40, all to their detriment.

A. N.J. Ct. R. 4:32 Class Definition

48. Plaintiff and similarly situated employees over the age of 40 employed in the Solutions Support Division constitute the proposed Class who were wrongfully terminated by

Defendants formerly employed at the Windsor, Connecticut office.

49. Excluded from the Class are Defendants' CEO, Vice President and other executives and any individuals who, at any point, acted as a manager or supervisor of Plaintiff and other similarly situated employees over the age of 40.

50. Plaintiff reserves the right to modify this Class definition based on discovery or legal developments.

51. Certification of the proposed class is the most efficient and economical means of resolving the questions of law and fact that are common to the claims of Plaintiff and the Class.

52. Plaintiff Cezus's individual claims and as Class Representative, require resolution of the common questions concerning whether Defendants engaged in a pattern and/or practice of age discrimination against its employees over the age of 40 and whether their policies, practices, and procedures have an adverse effect on the Class. The Class Representative seeks remedies to eliminate the adverse effects of such discrimination in his own life, career and working conditions and in the lives, careers, and working conditions of the class members and to prevent Defendants' continued age discrimination.

53. The Class Representative brings claims that are typical of those of the Class because of the adverse effect that such discrimination has had on them individually and on employees over the age of 40 employed by Defendants. Defendants have caused Plaintiff's and other similarly situated employees harm through their discriminatory practices, policies, and procedures and failure to remedy or correct such discrimination and the discriminatory disparate impact that these practices have had on employees over the age of 40. These injuries are redressable through systemic relief, such as the monetary damages sought in this action.

54. To obtain relief for himself and the Class members, the Class Representative will first establish the existence of systemic age discrimination as the premise for the relief he seeks. Without class certification, the same evidence and issues would be subject to re-litigation in a multitude of individual lawsuits with an attendant risk of inconsistent adjudications and conflicting obligations.

55. Certification of the proposed Class is the most reasonable and efficient means of presenting the evidence and arguments necessary to resolve such questions for the Class Representative, the Class members and the Companies.

B. Numerosity and Impracticability of Joinder

56. The members of the class identified herein are so numerous that joinder of all members are impracticable, in satisfaction of R. 4:32. Upon information and belief, Defendants are in possession of employment data consisting of approximately 450 Windsor, Connecticut employees formerly employed by Defendants whose positions were affected by the “Relocation/Termination list.”

57. In addition, joinder is impractical because while all employees worked in Defendants’ Windsor, Connecticut office, Class members lived in different parts of the state or in different states, especially to the extent that the Class may include former employees.

58. Based on its definition, the proposed class consists of more than 400 former employees over the age of 40. The exact size of the Class and the identities of the individual members are ascertainable through records maintained by Defendants.

C. Common Questions of Law and Fact

59. There are questions of law and fact common to the class, and these questions predominate over any questions affecting only individual members. The common questions of law and fact include, *inter alia*: (a) whether Defendants' policies, practices and procedures, including, but not limited to, those related to anti-discrimination against employees of the Windsor, Connecticut office over the age of 40; (b) whether their policies and practices violate the NJ LAD; (c) whether their employment policies had a disparate impact on the Class; (d) whether they engaged in a pattern or practice of discrimination under the disparate treatment theory of liability; (e) whether equitable remedies, injunctive relief, compensatory damages, and punitive damages for the class are warranted; (f) whether Defendants implemented policies and/or practices that lack appropriate standards, implementation metrics, quality controls, transparency and opportunities for redress; and (g) whether they had a policy and/or practice of minimizing, ignoring or covering up evidence including statistical data of age discrimination in the workplace.

60. Upon information and belief, Defendants' employment policies, practice and procedures apply uniformly and systematically to employees over the age of 40 employed at the Windsor, Connecticut office in the Solutions Support Division as a pattern or practice. They thus affect the Class Representative and Class members in the same ways regardless of whether they were on a Relocation/Termination list.

D. Typicality of Claims and Relief Sought

61. The Class Representative is a member of the class he seeks to represent. The Class Representative's claims are typical of the claims of the proposed Class. The Class Representative possesses and asserts each of the claims he asserts on behalf of the proposed class. They pursue the same factual and legal theories and seek similar relief.

62. Like members of the proposed class, the class representative is over the age of 40 who was employed by Defendants at the Windsor, Connecticut office in the Solutions Support Division, the putative employer(s) during the liability period.

63. The Class Representative and the Class members all share the same essential characteristics. The acts and omissions to which Defendants subjected the class representative and the Class applied universally within the Class and were not unique to any class representative or class member.

64. The Class Representative and the Class have experienced differential treatment. This differential treatment occurs as a pattern and practice throughout Defendants' business and has affected the Class Representative and the Class members in the same or similar ways up to the immediate present.

65. Defendants' failures, omissions and inactions have affected the Class Representative and the Class members in the same or similar ways. Defendants have failed to create and enforce adequate policies and procedures to ensure their employees comply with anti-discrimination laws and have failed to adequately discipline them when they violate anti-discrimination laws. Defendants have failed to create and enforce adequate

policies and procedures to ensure that employees over the age of now 40 employed in the Ramsey, New Jersey office are protected from discrimination and/or a hostile work environment and have opportunities for redress. Defendants have failed to respond adequately or appropriately to evidence and address complaints of discrimination and unequal treatment. The Class Representative and class members have been affected in the same or similar ways by Defendants' failure to implement adequate complaint procedures to detect, monitor, and correct this pattern or practice of discrimination.

66. The relief necessary to remedy the claims of the Class Representative are the same as that necessary to remedy the claims of the proposed Class members.

67. The Class Representative seeks the following relief for their individual claims and on behalf of the members of the proposed Class: (a) lost earnings and/or severance pay, and other equitable remedies necessary to make the employees whole from Defendants' discrimination; (b) punitive and nominal damages to prevent and deter Defendants from engaging in similar discriminatory practices in the future; (c) compensatory damages; and (d) attorneys' fees, costs and expenses.

E. Adequacy of Representation

68. The Class Representative is an adequate representative of the proposed class.

69. The Class Representative's interests are coextensive with those of the members of the proposed Class that they seek to represent in this case. The Class Representative seeks to remedy Defendants' discriminatory policies, practices, and procedures so employees over the age of 40 employed in the Windsor, Connecticut office will not receive differential treatment.

70. The Class Representative is willing and able to represent the proposed Class fairly and vigorously as they pursue their similar individual claims in this action.

71. The Class Representative has retained counsel sufficiently qualified, experienced, and able to conduct this litigation and to meet the time and fiscal demands required to litigate a class action of this size and complexity. The combined interests, experiences, and resources of the class representative and his counsel to litigate competently the individual and class claims at issue in this case clearly satisfy any adequacy of representation requirement.

72. Class or collective certification is appropriate because Defendants have acted and/or refused to act on grounds generally applicable to the Class, making appropriate declaratory and injunctive relief with respect to Plaintiffs and the Class as a whole. The Class members are entitled to injunctive relief to end Defendants' common, uniform, unfair, and discriminatory policies and practices.

Common Issues Predominate

73. Class or collective certification is also appropriate pursuant to R. 4:32 because common issues of fact and law affecting the claims of the Class Representative and proposed class members—including, but not limited to, the common issues identified above—predominate over any issues affecting only individual claims. The common issues include whether (1) Defendants have engaged in age discrimination and (2) whether Plaintiffs have been denied various privileges of employment and selected for termination because of their age.

74. The Class members have thus been damaged and are entitled to recovery as a result of Defendants' common, uniform, unfair and discriminatory policies and practices. Defendants have computerized work assignment data, payroll, overtime data and personnel data that will make calculation of damages for specific Class members relatively simple. The proprietary and amount of punitive damages are based on Defendants' conduct, making these issues common to the Class.

Superiority

75. A class action is superior to other available means for fairly and efficiently adjudicating the claims of the Class Representative and members of the proposed Class. The damages or other financial detriment suffered by Plaintiffs and the other Class members are relatively small compared to the burden and expense of proving Defendants' pattern and practice of discrimination, making it impracticable for the class members to pursue their claims individually.

76. By virtue of the pattern and practice of discrimination at Defendant, the Class Representative and Class members eligible for monetary remedies for losses caused by this systemic discrimination, including severance pay, back pay, compensatory damages, benefits and other relief.

F. Issue Class

77. Additionally, or in the alternative, the Court may grant "partial" or "issue" certification under R. 4:32. Resolution of common questions of fact and law would materially advance the litigation for all Class members.

COUNT ONE

**NEW JERSEY LAW AGAINST DISCRIMINATION, *N.J.S.A 10:5-12, et seq.*
DISCRIMINATION IN TERMS & CONDITIONS OF EMPLOYMENT
(Disparate Treatment)**

78. The allegations set forth above in paragraphs “1” through “77” are incorporated herein as if set forth at length.

79. Defendants were Plaintiff’s employer as the term is defined under the NJ LAD.

80. As stated above, Plaintiff, Cezus is a 58-year-old male, and is therefore a protected employee under the NJ LAD.

81. At all relevant times, Defendants maintained a pattern and practice of unlawful discrimination on the basis of age.

82. During the time Plaintiff was employed by Defendants, the Defendant-Employer discriminated against Plaintiff with respect to the terms, conditions and privileges of his employment because of his age.

83. The discrimination consisted of, *inter alia*, Defendants’ disparate treatment towards Plaintiff and their failure to afford equal terms and conditions of employment through their agents, servants and/or employees.

84. Notwithstanding the foregoing, Plaintiff, Cezus’s employment was terminated on or about December 18, 2018, and Plaintiff’s age had a determinative influence on Defendants’ decision to terminate his employment.

85. Defendants’ conduct is outrageous and malicious, was intended to injure Plaintiff and was carried out with reckless indifference to Plaintiff’s protected civil rights, thereby entitling Plaintiff to punitive damages.

WHEREFORE, Plaintiff James Cezus demands judgment against Defendants, Konica Minolta, Inc. and Konica Minolta Business Solutions U.S.A., Inc., for compensatory damages both economic and non-economic, punitive damages, attorneys' fees, costs of suit and such other relief as this Court may deem equitable and just and/or as allowed or permitted under the NJ LAD.

COUNT TWO
NEW JERSEY LAW AGAINST DISCRIMINATION, N.J.S.A 10:5-12, et seq.
DISCRIMINATION BASED ON AGE (DISPARATE IMPACT BASIS)

86. Plaintiff repeats and incorporates the allegations contained in the above paragraphs as if set forth in full herein.

87. Defendants were Plaintiff's employer as the term is defined under the NJ LAD.

88. As a result of Defendants' aforesaid acts, Defendants discriminated against Plaintiff and other similarly situated employees on account of their age on a systematic basis during their employment with Defendants.

89. As a result of Defendants' aforesaid acts, Defendants discriminated against Plaintiff on account of their age and particularly, in regard to their reduction in force policies and purported "job relocation" decision-making during their employment with Defendants and Defendants' application of their reduction in force policies and purported "job relocation" in that Defendants failed to provide the same treatment, terms and conditions of employment that it provided to members outside the protected class.

90. As a result of Defendants' aforesaid acts, Defendants discriminated against Plaintiff and similarly situated employees and particularly, those employees in the technology support department on account of their age in affording their treatment and terms and conditions of employment with Defendants and thus caused a disparate discriminatory impact upon employees

over the age of 40 in violation of the NJ LAD.

WHEREFORE, Plaintiff, James Cezus demands judgment against Defendants for front pay, back pay, consequential damages, compensatory damages, incidental damages, emotional distress, expectancy damages, pecuniary damages, punitive damages, prejudgment and postjudgment interest, attorney's fees, costs of suit and such other relief as this Court may deem equitable and just and/or as allowed or permitted under the NJ LAD.

**COUNT THREE
BREACH OF CONTRACT**

91. Plaintiff repeats and incorporates the allegations contained in the above paragraphs as if set forth in full herein.

92. Defendants were Plaintiff's employer as the term is defined under the NJ LAD.

93. Plaintiff was entitled to and denied benefits under Defendants' defined Severance Plan.

94. As a result of the foregoing, Plaintiff has sustained economic damages.

WHEREFORE, Plaintiff, James Cezus demands judgment against Defendants for the value of the severance and/or retirement benefits, prejudgment and postjudgment interest, attorney's fees, costs of suit and such other relief as this Court may deem equitable and just and/or as allowed or permitted under the law.

**COUNT FOUR
BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

95. Plaintiff repeats and incorporates the allegations contained in the above paragraphs as if set forth in full herein.

96. Defendants were Plaintiff's employer as the term is defined under the NJ LAD.

97. Defendants failed to act in any way which resembles good faith toward Plaintiff in that Defendants improperly terminated Plaintiff while denying Plaintiff compensation and/or benefits from his employment through the use of fabricated pretenses.

98. Defendants acted in bad faith toward Plaintiff by favoring younger employees over Plaintiff for continued employment and benefits, despite the fact that Plaintiff had more experience in his respective role, longer tenures at Employer, and superior work performance.

99. Defendants acted in bad faith toward Plaintiff by terminating his employment without following Defendants' respective policies and procedures for same.

100. Despite the foregoing allegations, Defendants perpetrated a pretext of compliance with their respective internal policies and procedures and particularly, in regard to its disparate and/or biased decision-making for its reduction in force and/or "job relocation" policies in a further act of extreme bad faith.

101. As a proximate result of Defendants' breach of the covenant of good faith and fair dealing, Plaintiff suffered severe economic harm directly and proximately caused by such acts of bad faith and breaches of implied promises to act in good faith.

102. As further proximate result of the above-mentioned acts, Plaintiff has suffered humiliation, mental pain and anguish.

103. The above-mentioned acts of Defendants were willful, wanton and malicious and justify the awarding of punitive damages.

WHEREFORE, and for the foregoing reasons, Plaintiff respectfully request this Court grant them the following relief:

- A. Declaring Defendants acted in bad faith with respect to their dealings with Plaintiff surrounding his termination;
- B. Awarding Plaintiff actual and compensatory damages relating to Defendants' discrimination and their termination of Plaintiff;
- C. Awarding Plaintiff punitive damages relating to his termination;
- D. Awarding Plaintiff costs of suit and reasonable attorney's fees; and
- E. Awarding all such other relief as this Court deems equitable and just under the circumstances.

COUNT FIVE
FRAUD, DECEIT AND MISREPRESENTATION

104. Plaintiff repeats and incorporates the allegations contained in the above paragraphs as if set forth in full herein.

105. During Plaintiff's employment, Defendants, by their agents, servants and/or employees, made material misrepresentation(s) of fact that Plaintiff would be judged objectively on the basis of merit, ability and service with respect to his terms and conditions of employment.

106. During Plaintiff's employment, Defendants, by their agents, servants and/or employees, held themselves out as being situated as Plaintiff's long-term employer for 33 years so that Plaintiff would reasonably rely on Defendants' statements.

107. Defendants, by their agents, servants and/or employees, concealed facts from Plaintiff, which Defendants had an affirmative duty to disclose, to the effect that Defendants

selected Plaintiff's position for job elimination and qualify him for benefits under their defined severance and/or retirement plan.

108. On or prior to December 18, 2018, Defendants, by their agents, servants and/or employees, made the material misrepresentations and concealed facts with the knowledge of the falsity of the representations made, with the intent to induce Plaintiff to rely on such representations.

109. On or prior to December 18, 2018, Defendant Konica U.S.A., by its CEO, Rick Taylor, Vice President, James Ingrassia and other executives, represented that Defendants' Windsor, Connecticut facility employees were offered jobs and continued employment at Defendants' Ramsey, New Jersey office.

110. Defendant Konica U.S.A., by its CEO, Rick Taylor, Vice President, James Ingrassia and other executives represented that its employees would physically be housed in its Ramsey, New Jersey facility. However, such New Jersey facility was not large enough to accommodate another 400 employees.

111. Defendants knew that 90% of its employees would not travel daily to and from Connecticut to New Jersey and chose to not fire these positions.

112. As a result, Plaintiff reasonably relied on the fraudulent and material misrepresentations that his job was relocated to Ramsey, New Jersey. However, Plaintiff has learned that Defendants did, in fact, eliminate Plaintiff's position and that of other similarly situated employee positions.

113. As a result of Defendants' fraud, deceit and misrepresentations, by their agents, servants and/or employees, as set forth above, Plaintiff has suffered damages in excess of the

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4, attorney, DONNA H. CLANCY is hereby designated as trial counsel for Plaintiff, James Cezus and other similarly situated employees in this matter.

Dated: December 17, 2020

THE CLANCY LAW FIRM, P.C.

By: _____/s/_____
Donna H. Clancy, Esq.

JURY DEMAND

Plaintiff, James Cezus, hereby demand trial by a jury on all of the triable issues of this complaint, pursuant to R. 1:8-2(b) and 4:35-1(a).

Dated: December 17, 2020

THE CLANCY LAW FIRM, P.C.

By: _____/s/_____
Donna H. Clancy, Esq.

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to Rule 4:10-2(b), demand is made that defendant disclose to Plaintiffs' attorneys whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or indemnity or reimburse for payments made to satisfy the judgment and provide Plaintiffs' attorneys with true copies of those insurance agreements or policies, including, but not limited to, any and all declaration sheets. This demand shall include and cover not only primary coverage, but also any and all excess, catastrophe, and umbrella policies.

Dated: December 17, 2020

THE CLANCY LAW FIRM, P.C.

By /s/ _____
Donna H. Clancy, Esq.

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-007858-20

Case Caption: CEZUS JAMES VS KONICA MINOLTA, INC.	Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES
Case Initiation Date: 12/17/2020	Document Type: Complaint with Jury Demand
Attorney Name: DONNA H CLANCY	Jury Demand: YES - 6 JURORS
Firm Name: THE CLANCY LAW FIRM, PC	Is this a professional malpractice case? NO
Address: 40 WALL ST 61ST FL	Related cases pending: NO
NEW YORK NY 10005	If yes, list docket numbers:
Phone: 2127471744	Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO
Name of Party: PLAINTIFF : Cezus, James	
Name of Defendant's Primary Insurance Company (if known): None	Are sexual abuse claims alleged by: James Cezus? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Employer/Employee

Does the statute governing this case provide for payment of fees by the losing party? YES

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? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? YES **Title 59?** NO **Consumer Fraud?** NO

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

12/17/2020
Dated

/s/ DONNA H CLANCY
Signed

THE CLANCY LAW FIRM, P.C.
Donna H. Clancy, Esq.
40 Wall Street, 61st Floor
New York, New York 10005
(212) 747-1744
*Attorneys for Plaintiff James Cezus, and other
similarly situated employees*

-----X	
JAMES CEZUS, and other similarly situated employees,	: SUPERIOR COURT OF NEW JERSEY
	: LAW DIVISION – CIVIL PART
	: BERGEN COUNTY
Plaintiff(s),	:
	: DOCKET NO.: BER-L-007858-20
vs.	:
	: <i>Civil Action</i>
KONICA MINOLTA, INC. and KONICA	:
MINOLTA BUSINESS SOLUTIONS	: SUMMONS
U.S.A., INC.,	:
	:
Defendants.	:
-----X	

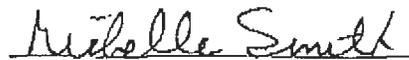
From the State of New Jersey, To the Defendants Named Above:

The plaintiffs, named above, have filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this Summons states the basis of 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 courting the date you received it. 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, Bergen County, 10 Main Street, Suite 1, Hackensack, New Jersey. A filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiffs' attorneys 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 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 demands, plus interest and cost 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 county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Dated: December 17, 2020



Superior Court Clerk

Names of Defendants to be served:

KONICA MINOLTA, INC.

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

Address of Defendants of service:

KONICA MINOLTA, INC.

100 Williams Drive

Ramsey, New Jersey 07446

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

100 Williams Drive

Ramsey, New Jersey 07446