

THE MARK LAW FIRM, LLC

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Attorneys for Plaintiff Duane Hunt

DUANE HUNT,

Plaintiff,

v.

**MATTHEWS INTERNATIONAL
CORPORATION; MATTHEW GEISLER;
MILSO INDUSTRIES CORP; JOHN DOES**
1-10 (Fictitious Names Representing
Unknown Persons); ABC CORPS 1-5,

Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUDSON COUNTY

Docket No. HUD-L-

CIVIL ACTION

**COMPLAINT, JURY DEMAND,
DESIGNATION OF TRIAL COUNSEL,
AND DEMANDS FOR DISCOVERY**

Duane Hunt, by and through his attorneys, The Mark Law Firm, LLC, does hereby complain and alleged against Defendants as follows:

PARTIES

1. **DUANE HUNT** is a resident of the Camden, New Jersey 08104 and was at all times relevant a prospective employee of Defendant **MATTHEWS INTERNATIONAL CORPORATION** (hereinafter “Defendant” or “Matthews International”). Plaintiff **DUANE HUNT** was hired to as a truck driver.

2. **MATTHEWS INTERNATIONAL CORPORATION** (“Matthews International” or “Matthews”) and its members have a principal place of business located at Two North Shore Center Pittsburgh, PA 15212. Plaintiff’s prospective employer at all times herein,

has a business location in 400 Bergen Ave, Kearny, NJ 07032, which is where Plaintiff's local report office where he was hired.

3. **MATTHEW GEISLER** at all relevant times during the hiring process of Duane Hunt was the hiring manager that made the decision, or influenced same to withdraw the offer of employment of Mr. Hunt's employment, and was an employee at **MATTHEWS INTERNATIONAL**.

4. **MILSO INDUSTRIES CORP (MILSO)**- a wholly owned subsidiary of **MATTHEWS INTERNATIONAL** with a place of business located in 400 Bergen Ave, Kearny, NJ 07032. Mr. Hunt was hired to work at the **MILSO** division of **MATTHEWS INTERNATIONAL**.

5. **ABC CORPS. 1-3** are entities who are unknown but had authority, control and/or engaged in conduct to discriminate directly or indirectly against Mr. Hunt due to his disability in furtherance of the allegation set forth below.

6. **JOHN DOES 1-10** are individual persons who are unknown but had authority, control and/or engaged in conduct to discriminate directly or indirectly against Mr. Hunt due to his disability in furtherance of the allegation set forth below.

VENUE

7. The matter is properly venued in Hudson County, Superior Court Law Division pursuant to Rule 4:3-2(a), because the Plaintiff was hired to be employed in Hudson County and the cause of action arose in the Township of Kearney, Bergen County.

FACTS

8. On or about February 9th, 2021, Duane Hunt applied for a position as a driver with Matthews International (hereinafter "Matthews").

9. Shortly thereafter, Matthew Geisler, a hiring manager at Matthews, contacted Mr. Hunt and expressed excitement over Mr. Hunt's resume and communicated his desire to both interview Mr. Hunt, and to hire someone for the position as soon as possible.

10. Mr. Hunt subsequently arranged an appointment to meet with Mr. Geisler and at the time of said meeting, Mr. Hunt was offered the position based upon his resume.

11. Thereafter, Mr. Hunt was invited to attend a follow up interview with Timothy Byrne, the manager at the Pennsauken branch of Matthews International.

12. The next day, Mr. Hunt met with Timothy Byrne at the Pennsauken office where they discussed the job, benefits, hours, pay and Mr. Byrne ultimately expressed his interest in hiring Mr. Hunt.

13. Following his interview with Mr. Byrne at the Pennsauken branch, Mr. Hunt was again contacted by Matthew Geisler who confirmed that the company wanted to hire him and supplied Mr. Hunt with forms for him to complete and return.

14. Mr. Hunt returned the same and later received an email from Talent Acquisition Coordinator John Herbick, who provided him with an offer letter regarding employment with Milso Industries Corp., a division of Matthews International.

15. Mr. Hunt's employment with Milso Industries was to commence on February 24, 2021, pending the completion of various pre-employment background checks, including, but not limited to a drug test.

16. In June of 2019, Mr. Hunt received his license for the legal use of medical marijuana pursuant to the New Jersey Medical Marijuana Program.

17. During the conversation between Mr. Hunt and Matthew Geisler, Mr. Geisler inquired about the drug test, asking “When you take the drug test we aren’t going to find anything right?” Mr. Hunt responded by saying, “no, its all medical.”

18. Mr. Hunt was subsequently required to complete a consumer report check and provide additional information for the purpose of commencing his employment with the Milso Corp. division of Matthews International.

19. On or about February 10, 2021, Mr. Hunt received an email from Milso Corp. advising him that a pre-employment drug test had been scheduled for him.

20. Mr. Hunt arrived at the testing facility the next day and inquired with medical examiners as to his medical marijuana card and the implications of a THC positive drug test.

21. Furthermore, Mr. Hunt attempted to speak with a manager at the testing facility in order to understand how his medical marijuana card might change the procedure. However medical examiners simply informed Mr. Hunt that they would call if he tested positive for any drugs

22. On or about February 22, 2021, Mr. Hunt received the results of his pre-employment background and drug tests via email.

23. However, on February 24, 2021, Mr. Hunt still had not heard back from Matthew Geisler, who he had been in regular contact with since first interviewing two weeks earlier.

24. The same day, Mr. Hunt contacted Mr. Geisler by phone seeking an update with regard to the hiring process. Mr. Geisler immediately returned this call and advised Mr. Hunt that the drug test had disclosed the presence of THC in his system, to which Mr. Hunt responded that he possessed a medical marijuana card, as he had previously intimated.

25. Mr. Geisler advised that he would no longer be able to hire Mr. Hunt and would, “have to look into some things before getting back to him.”

26. On March 1, 2021, Mr. Hunt had not heard back from Matthew Geisler. On the same day Mr. Hunt sent via text, a photo of his medical marijuana card, and asked Mr. Geisler to give him a call.

27. To date, Mr. Hunt has never heard back from Matthew Geisler or any other agents of Matthews International regarding his employment with the company, which was to commence on February 24, 2021.

COUNT I

AS TO ALL DEFENDANTS

*(New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.
- Disability)*

28. Plaintiff repeats and realleges paragraphs 1 through 27 of this Complaint.

29. Plaintiff was disabled as defined in the New Jersey Law Against Discrimination N.J.S.A. 10:5-1 et seq.

30. Defendants treated Plaintiff in a discriminatory manner due to Plaintiff's disability and prescribed medical treatment.

31. Defendants withdrew Plaintiff's offer of employment due to his disability and off work use of prescribed medical treatment, and purported pretextual reason that Plaintiff was working "under the influence" of medical marijuana.

32. Defendants were aware of Plaintiff's medical marijuana card and disability.

33. Defendants were constructively aware of the above prior to Plaintiff undergoing the drug test, and even then, failed to engage Plaintiff in any discussions about how to accommodate Plaintiff's use of Medical Marijuana outside the workplace.

34. Due to his disability, Plaintiff was treated illegally compared to those without a disability, and were consuming medicinal marijuana without criminal prosecution, pursuant to NJCUMMA.

35. In fact, any such work-place policy that automatically eliminates from consideration of employment, without exception, a prospective employee with a valid NJCUMMA Card and who consumes medicinal marijuana not in the workplace, and is fully compliant with NJCUMMA, is a violation of the NJ Law Against Discrimination.

36. Although the Defendants knew or should have known of the discrimination suffered, Defendants failed to take any corrective measures to stop or prevent the discrimination or such a discriminatory policy which clearly fails to take into account Plaintiff's Card to consume medicinal Marijuana without criminal prosecution, and therefore violates of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq.

37. Defendants failed to engage Plaintiff in the interactive process to determine the extent of Plaintiff's disability, the manner and method of his treatment and need for a work-place accommodation, and any limitations or hardships presented to the company due to same.

38. These illegal actions were committed against Plaintiff and the conduct complained of would not have occurred but for Plaintiff's disability. Defendants have engaged in behavior that violates the New Jersey Law Against Discrimination, N.J.S.A. 10:15-1, et seq., and have thereby irreparably injured Plaintiff.

COUNT II

*(New Jersey Law Against Discrimination, N.J.S.A. 10:15-12 et seq. –
Failure to Accommodate)*

39. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 38 above and incorporates them as if fully set forth herein.

40. Plaintiff suffered from a disability which limited his ability to leave a pain free life, and required the consumption of Medicinal Marijuana opposed to continued use of opioids.

41. Defendants were aware his medical marijuana card, granted pursuant to NJCUMMA.

42. Despite the company being aware of same, Defendants failed to address Plaintiff's disability, did not engage Plaintiff about an accommodation, and instead Plaintiff's offer of employment was immediately withdrawn due to the Company's unwillingness to provide, or even discuss, a very reasonable accommodation of Plaintiff's disability.

43. Defendants were aware of Plaintiff's need for an accommodation to allow him to continue use of the Medical Marijuana to treat his medical condition.

44. Defendants were aware that Plaintiff possessed a valid card in compliance with NJCUMMA.

45. The company had available to Mr. Hunt various forms to which it could reasonable accommodate that would not create a hardship to its operations.

46. The ability to accommodate Plaintiff to allow him to continue Medical Marijuana use would not have created a hardship upon the Defendant employer.

47. Despite his request for an accommodation, Matthews International withdrew plaintiff's offer of employment in violation of the New Jersey Law Against Discrimination.

48. Defendants conduct violated the NJ Law Against Discrimination when it failed to engage its employee in the interactive process, when it failed to accommodate Plaintiff, and when it terminated him due to his disability.

COUNT III

*(New Jersey Law Against Discrimination, N.J.S.A. 10:15-12 et seq. –
Perceived Disability Discrimination*

49. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 48 above and incorporates them as if fully set forth herein.

50. Defendants, under belief, treated Plaintiff in a discriminatory manner due to a perception that Plaintiff suffered from a disability.

51. Due to Defendants' belief of disability, Plaintiff suffered and was terminated from his employment.

52. Defendants incorrectly believed that Plaintiff's use of Medical Marijuana was illegal and withdrew his offer of employment as it perceived continued use was illegal and not a legal form of medical accommodation.

53. The Company also incorrectly perceived that due to the form of treatment, medical marijuana, being used by Plaintiff, he would not be able to perform his job responsibilities.

54. Plaintiff's termination, an adverse act, was committed by the Defendant company's upper management, and/or supervisors due to the incorrect belief of perceived disability.

55. Defendants' termination of Plaintiff's employment would not have occurred but for the Defendants' perception of Plaintiff's disability, and form of treatment.

COUNT IV

*(New Jersey Law Against Discrimination, N.J.S.A. 10:15-12 et seq. –
Aiding and Abetting)*

56. Plaintiff repeats and reasserts all allegations above as if fully set forth in paragraphs 1 through 55 of this Complaint.

57. Defendants, including John and Jane Does 1-10, wrongfully aided and abetted Defendant co-employees' unlawful and discriminatory treatment of Plaintiff in violation of the New Jersey Law Against Discrimination N.J.S.A. 10:5-1, et seq. and for all causes of action and actions herein.

58. Because of the collective acts of each Defendant, and due to their plan, scheme and motivation to terminate and treat Plaintiff in an unlawfully discriminatory manner, Defendant Management, including Geisler and unknown members of Human Resources, wrongfully aided and abetted John Does 1-10 management, supervisors, administration, and co-employees.

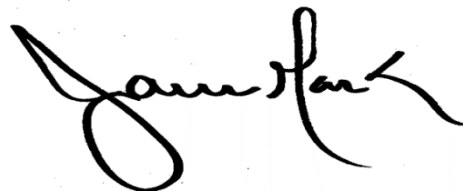
59. As a result of all Defendants unlawful conduct, Plaintiff suffered emotional distress, anxiety, and humiliation and embarrassment.

60. As a concerted effort, Defendants, upper management and the company employees conspired to discrimination, retaliate/terminate Plaintiff.

WHEREFORE, Plaintiff demands judgment against all Defendant, Compensatory Damages for loss of pension, health insurance and other benefits, wages and rights, including back pay and front pay, for the violation of rights, for emotional distress, for pain and suffering; Punitive Damages; Pre-and-Post Judgment Interest; and Attorney's Fees and Costs; and Other Equitable Relief.

RESPECTFULLY SUBMITTED,

THE MARK LAW FIRM, LLC
Attorney for Plaintiff, Duane Hunt

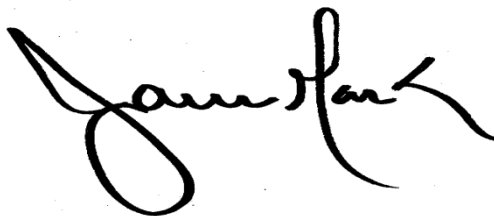


Dated: January 18, 2022

NOTICE OF TRIAL DESIGNATION

PLEASE TAKE NOTICE that pursuant to Rule 4:24-4 and Rule 4:5-1(c) Jamison M. Mark, Esq. is hereby designated as trial counsel in the above captioned matter for the Mark Law Firm, LLC, attorneys for Plaintiff DUANE HUNT

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff Duane Hunt



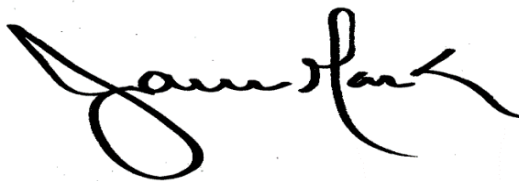
Dated: January 18, 2022

By: _____
JAMISON M. MARK, ESQ

DEMAND FOR JURY TRIAL

Plaintiff hereby demands, pursuant to R.4:35-1 trial by jury of all issues triable by jury.

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff Duane Hunt



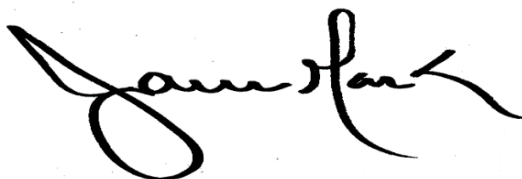
Dated: January 18, 2022

Jamison M. Mark, Esq.
jmark@newjerseyattorneys.com

DEMAND FOR INSURANCE INFORMATION

Pursuant to New Jersey Court Rule 4:10-2(b), demand is made that Defendant's disclose to Defendant's attorney 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 indemnify or reimburse for payments made to satisfy the judgment and provide Defendant's attorney 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 EPLI, excess, homeowners, and umbrella policies.

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff Duane Hunt

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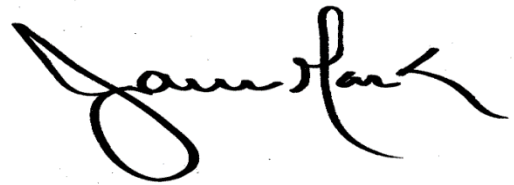
Dated: January 18, 2022

Jamison M. Mark, Esq.
jmark@newjerseyattorneys.com

DEMAND TO PRESERVE EVIDENCE

Defendants are hereby directed and demanded to preserve all physical and electronic information pertaining in any way to the subject matter of this litigation, Plaintiffs' cause of action and or prayers for relief, as pertaining to any party, including but not limited to, electronic data storage, any footage, images, re-creations, e-data, cloud stored information, searchable data, emails, spreadsheets, files, memos, text messages and all and any online social or work related websites, entries on social networking sites, and any other information and or data in our documents or tangible evidence which may be relevant to any claim or defense in this litigation.

THE MARK LAW FIRM, LLC

A handwritten signature in black ink, appearing to read "Jamison Mark", with a stylized flourish at the end.

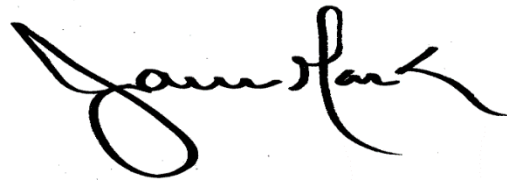
Dated: January 18, 2022

Jamison M. Mark, Esq.
jmark@newjerseyattorneys.com

CERTIFICATION

Pursuant to R. 4:5-1, I hereby certify that the matter in controversy is not the subject of other actions pending in any other court or pending arbitration proceeding. I further certify that I have no knowledge of any contemplated pending arbitration proceeding regarding the subject matter of this action, and Pursuant to R. 4:28, I am not aware of any other parties who should be joined to this matter based upon the same transactional facts. Pursuant to R. 1:38-7(b), I certified that the confidential and personal identifies have been redacted from this document now submitted to the Court, and will be redacted from all documents submitted in the future.

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff Duane Hunt



Jamison M. Mark, Esq.
jmark@newjerseyattorneys.com

Dated: January 18, 2022

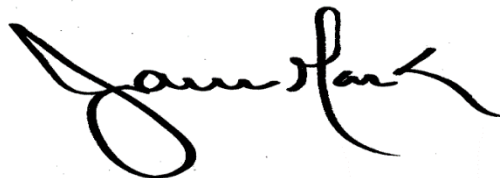
NOTICE OF DEPOSITIONS

Dear Sir/Madam:

PLEASE TAKE NOTICE, that pursuant to the provisions of R.1:9-2 and Rule 4:14-2, the undersigned Attorney for Plaintiff **DUANE HUNT** hereby demands that you produce for appearance for deposition at the offices of The Mark Law Firm, LLC, 675 Morris Avenue, Suite 102, Springfield, New Jersey 07081 the following persons:

- 1) April 21st, 2022, at 10:00 a.m. – Matthew Geisler

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff Duane Hunt



Jamison M. Mark, Esq.
jmark@newjerseyattorneys.com

Dated: January 18, 2022

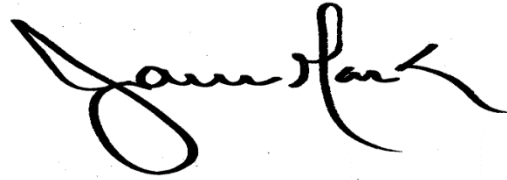
DEMAND FOR DOCUMENTS

PLEASE TAKE NOTICE Plaintiff DUANE HUNT demands that Defendant MATTHEWS INTERNATIONAL produce at the office of Plaintiff's attorneys at The Mark Law Firm, LLC, 675 Morris Avenue, Suite 102, NJ 07081 the documents requested herewith for inspection by their attorneys, or a duly authorized representative of one or more of them within the time required by Court Rules, and for such period thereafter during regular office hours as may be necessary to complete such inspection:

1. All documents which evidence, relate or refer to any and all employee manuals, personnel policies or rules and regulations of Defendant Matthews International in effect from January 1, 2019 to the present, including but not limited to:
 - a. Personnel procedures and practices;
 - b. Employee discipline;
 - c. Substance Abuse Policy;
 - d. 2nd Chance Policy;
 - e. Drug Testing Policy;
 - f. Motor Vehicle Policy;
 - g. Anti-discrimination Policy;
 - h. Accommodation Policy;
 - i. Termination of Employee Policies.
2. All documentation identifying (a)-(i) was provided to Plaintiff (an example would be a signed acknowledgement form).
3. All documentation identifying (a)-(i) was provided to Matthew Geisler (an example would be a signed acknowledgement form).
4. Any and all job descriptions regarding Plaintiff's prospective employment position at Matthews International.
5. Any video or audio recordings which are in your possession and identify Plaintiff in any manner since 2020.
6. Any and all Matthews International employee manual(s) received by Plaintiff during his employment, and evidence that he received said manual (such as an acknowledgement form).

7. Any and all training certificates or any evidence that Matthew Geisler (or the person(s) who made the decision to terminate Plaintiff) received training on how to recognize, handle, investigate, and enforce the Company's policy relating to Work Place Accommodation.
8. Any and all training certificates or any evidence that Matthew Geisler (or the person(s) who made the decision to terminate Plaintiff) memorializing any training received on NJCUMMA, and accommodations to employees in the workplace.
9. All medical reports, test results, printouts, notes, narratives, treatment records, etc.. from any doctors resulting from Plaintiff's 2021 Drug Test, which was relied upon to withdraw Plaintiff's employment offer.
10. Any company policy relied upon by the Company in its decision to withdraw Plaintiff's employment offer.
11. Any and all emails, messages, texts, etc.. or written communication between Defendant Matthew Geisler and any employee of Matthews International wherein Plaintiff's prospective employment was discussed.
12. Any and all emails, messages, texts, etc.. or written communication between Defendant Matthew Geisler and any employee of Matthews International wherein Plaintiff's medical marijuana use was discussed, inclusive of any time during Plaintiff's employment.
13. All calendar entries, notes kept, memos written or other form of memorialized communication from any person, including Ms. Brogan or Mr. Hunt, or any employee or agent of ATS or Altice relating to Plaintiff's medical marijuana use.
14. All calendar entries, notes kept, memos written or other form of memorialized communication from any person, including Mr. Geisler or Mr. Hunt, or any employee or agent of Matthews International relating to Plaintiff's medical marijuana use.
15. All documents related to any discipline, critique or concerns issued to Plaintiff during his hiring process.
16. Any documents relied upon by Matthews International in making its decision to withdraw Mr. Hunt's employment offer.
17. Any documents, correspondence, memos, calendar entries, or notes between Mr. Geisler and any Matthews International employee in which there was discussion relating to its decision to terminate Mr. Hunt's employment.
18. All medical notes, reports, test results, and written documents received by Mr. Geisler from any 3rd party medical provider, including the testing facility, relating to Mr. Hunt's drug and alcohol test.

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff Duane Hunt

A handwritten signature in black ink, appearing to read "Jamison Mark", written in a cursive style.

Dated: January 18, 2022

Jamison M. Mark, Esq.
jmark@newjerseyattorneys.com

Civil Case Information Statement

Case Details: HUDSON | Civil Part Docket# L-000218-22

Case Caption: HUNT DUANE VS MATTHEWS
INTERNATIONAL CORP.

Case Initiation Date: 01/18/2022

Attorney Name: JAMISON M MARK

Firm Name: MARK LAW FIRM LLC

Address: 675 MORRIS AVE STE 102

SPRINGFIELD NJ 07081

Phone: 9738456606

Name of Party: PLAINTIFF : Hunt, Duane

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Complaint with Jury Demand

Jury Demand: YES - 12 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Are sexual abuse claims alleged by: Duane Hunt? 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? NO

If yes, is that relationship:

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? NO **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)*

01/18/2022

Dated

/s/ JAMISON M MARK

Signed