		Superior Court of New Jersey
CRAIG SINON,	*	APPELLATE DIVISION
	*	DOCKET NO. A-3406-24
	*	
	*	DOCKET NO. BELOW: SSX-L-305-24
Plaintiff-Appellant,	*	
	*	
	*	ON APPEAL FROM:
	*	SUPERIOR COURT OF NEW JERSEY—
v.	*	LAW DIVISION, SUSSEX COUNTY
	*	
MAGYAR BANK,	*	SAT BELOW:
	*	Hon. David J. Weaver, JSC
Defendant-Respondent.	*	
	*	

PLAINTIFF-APPELLANT'S APPEAL BRIEF

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PROCEDURAL HISTORY

Plaintiff filed a Complaint and Jury Demand against Defendant in the Superior Court of New Jersey, Sussex County, Law Division, on July 3, 2024 (Pa-1) alleging wrongful termination.

Defendant filed a Motion to Dismiss the Complaint. Oral argument was heard on May 30, 2025 (1T)[1] and the Court entered an Order granting Defendant's application on that same date (Pa-5).

On July 1, 2025, a Notice of Appeal was filed on behalf of Plaintiff (Pa-15).

STATEMENT OF FACTS

Plaintiff is a former employee of Defendant Magyar Bank. In May of 2023, Plaintiff was wrongly accused of criminal activity. Subsequent to that, he was terminated by the Defendant.

Plaintiff was tried in the Superior Court of New Jersey, Sussex County on the criminal charges and was found not guilty. Following that verdict, Plaintiff sought to be reinstated to his position at Magyar Bank since the reason that he was terminated no longer existed. Therefore, in Defendant not reinstating Plaintiff to his position at Magyar Bank, he was wrongfully terminated.

This is a case where a bank employee was terminated because there was a false complaint made against him. He went to trial and was acquitted.

[1] Transcript of Motion Hearing on 5/30/25.

The Appellant now claims that he should be reinstated. The more one reads, the more one sees that the modern-day approach to "at-will" termination, should be reviewed in terms of the modern-day work environment. The cases have traced the history of "at-will" termination.

When one reads the cases on the subject of at-will termination, one will come upon some interesting thoughts. Commentators have questioned the compatibility of the traditional at-will doctrine with the realities of modern economics and employment practices, the common law rule has been modified by the enactment of labor-relations legislation. The National Labor Relations Act and other legislation illustrate the governmental policy of preventing employers from using the right of discharge as a means of oppression, consistent with this policy, many states have recognized the need to protect employees who are not parties to a collective bargaining agreement or other contract from abuse of practices by the employer; Woolley v. Hoffmann LoRoche, 99 N.J. 284, 291.

Further, the Court stated:

> This Court has long recognized the capacity of the common law to develop and adapt to current needs. The interest of employees, employers and the public lead to the conclusion that the common law of New Jersey should limit the right of an employer to fire an employee at will.

The employer in the old sense has been replaced by a superior in the Court's hierarchy who is himself an employee. We are a nation of employees. Growth in a

number of employees has been accompanied by increasing recognition of the need for stability in the labor relations; Pierce v. Ortho Pharmaceutical Corp., 84 N.J. 58, 66.

The thrust of the thought is unmistakable. There is an interest to be served in addition to 'freedom of contract,' an interest shared by practically all and while stability in labor relations is the only specifically identified public policy objective, the reference to the laissez-fair climate and the right to fire without cause an employee at will as part of the last century "suggest that any application of the employee at will" not just its application to conflict, with a clear mandate of the policy. The precise issue in Pierce must be tested by its legitimacy today and not by its acceptance yesterday; Nicoletta v. North Jersey District Water Supply Commission, 77 N.J. 145 (1978).

Given this approach signaled by Pierce the issue is not whether the rules applicable to individual lifetime or indefinite long-term employment contracts should be changed, but rather whether a correct understanding of the 'underlying interest involved' in the relationship between the employer and the employee calls for compliance by the employer with certain rudimentary agreements voluntarily extended to the employee.

In the Magyar handbook, even though it says that employment is "at-will," this Court's attention is called to p. 3 of the Employee Handbook (Pa-18) where, under "Mission Statement," it states:

> Workplace excellence, provide our employees with an environment that recognizes hard work, dedication and superior customer service, an opportunity to develop and enrich their talents and a fulfilling and rewarding workplace atmosphere.

The modern-day concept of "at-will" employment would interpret the above workplace excellence as a contract. Magyar is providing employees with the ability to achieve "workplace excellence," only to possibly be fired on a Monday morning in August because the Chief Executive woke up on the wrong side of the bed.

The modern-day approach to this issue is not to agree with the termination by the bank. As already indicated, the Plaintiff was terminated on a false charge and under the modern-day thinking, if the charge has no validity, then the Plaintiff is entitled to being reinstated.

In the "Employment At-Will" section, it is pointed out that the bank may:

> ... discharge anyone at any time with or without cause and without prior notice.

Here, the bank claimed that it had cause in that the Plaintiff was charged with an offense. That was the reason for the termination. The cause no longer exists. When the Plaintiff was terminated, it wasn't a termination based on "at-will." It was for a reason which no longer exists.

The Plaintiff acknowledges that his employment is at will. However, in the instant case, the reason was not a termination at will, but rather a termination based upon a third-party complaint which eventually was dismissed. The reason for the Plaintiff's termination no longer exists and he should be restored.

Below, Defendant cited Horan v. Verizon N.J., Inc. where the employee was terminated for a reason. He tried to allege age discrimination, but the Appellate Division went back and clearly established that the reason for his termination remained the same. At p. 21, the Court clearly points out:

> Plaintiff submitted no evidence from which a Jury could determine that this months-long investigation was a pretext. In other words, the investigation that led up to termination was legitimate and sustained as the reason for termination.

In the instant case, the reason for termination is a false complaint which turned into a criminal case which resulted in Plaintiff's acquittal. This Plaintiff was not terminated because it is an at-will relationship between employee and employer. Certainly, the employer could have, at will, terminated the Plaintiff. But in that case, that did not happen. In this case, the termination was because of a criminal case based upon a false report which a Jury determined was exactly that – a false report. Clearly, the employer can terminate an employee for a reason, or no reason, but when a reason is asserted and it is contradicted, the reason no longer exists.

Consequently, with a Jury acquittal, the reason to terminate the Plaintiff no longer exists and he should be reinstated.

LEGAL ARGUMENT
POINT I
The Court Below Erred in Dismissing Plaintiff's Complaint (Pa-5).

This Brief is written not with a view to the past, but an eye on the future.

Plaintiff submits that "at-will terminations" are no longer entitled to the respect that they once enjoyed. In reviewing the matter of Woolley v. Hoffman Laroche, 99 N.J. 284, the Court below overlooked Woolley's statement:

> This Court has long recognized the capacity of the common law to develop and adapt to current needs. The interest of employees, employers, and the public lead to the conclusion of the common law of New Jersey should limit the right of an employer to file an employee at will.

An employee may be terminated for a reason or no reason, but not for a bad reason; Witkowski v. Lipton, 136 N.J. 385. The Plaintiff in this case was terminated because he was charged with a crime.

What seems to have been missed by the Court below is that the Plaintiff was terminated for a reason, and the reason was that he was charged with a crime. He was terminated because he was falsely accused. A third party determined the termination of this Plaintiff.

At p. 5 of the Magyar Bank Employee Handbook (Pa-), it sets forth, "Equal Employment Opportunity." This Plaintiff did not have an equal opportunity. It was deprived. This case is best viewed by seeing the result for no reason. Granted, the agreement provided for "at-will termination." The distinction that has to be made is that this termination wasn't at-will, but for a reason which no longer exists. What the Court below did in this case was to fall back on the at-will concept, when in fact it was not used in the initial termination.

In Woolley, *supra*, the New Jersey Supreme Court stated:

> The interest of employees, employers, and the public lead to the conclusion that the common law of New Jersey should limit the right of an employer to fire an employee at will. Employer-employee relations are going through a recognition that 'the employer in the old sense has been replaced by a superior in the Court's hierarchy who is himself an employee.' What we learn from Pierce v. Ortho Pharmaceutical Corp., 84 N.J. 58, 66 is that growth in a number of employees has been accompanied by increasing recognition of the need for stability in the labor relations.

The decision rendered by the Court below in this case was a look backward, and not to recognize that the Supreme Court seems not to be favoring the at-will termination in the same way that it used to. It is best to view this case as the Plaintiff was terminated for a reason, and the reason no longer exists. How unjust this situation is, is brought home by a recognition that some individual can file a complaint and a Plaintiff, in a separate case, is terminated. The Employee

Handbook (Pa-) commits employees to a mission statement on p. 3, which was adhered to by this Plaintiff.

While it is difficult to adequately describe the change that is taking place in the modern world with "at-will terminations," it is best recognized by the Supreme Court in Woolley, *supra*, at p. 289, where the Court stated:

> We believe another question, not explicitly treated below, is involved: should the legal effect of the dissemination of a personal policy manual by a company with a substantial number of employees be determined solely and strictly by traditional contract doctrine? Is that analysis adequate for the realities of such a workplace?

What the Court seems to recognize is that the person exercising the at-will termination is no longer in a direct relationship with the person terminated. These are third and fourth degrees of separation from the actual person terminated. For example, on p. 3 of the Employee Handbook (Pa-), the employees are encouraged to satisfy a mission statement and particularly, the Bank's goal is to:

> Provide our employees with an environment that recognizes hard work, dedication, and superior customer service, an opportunity to develop and enrich their talents and a fulfilling and rewarding workplace atmosphere.

Because this Plaintiff was terminated only because someone made a false charge, his employment must have developed and enriched his talents and created a "fulfilling and rewarding workplace atmosphere" is of no merit. In other words, the mission statement seems to create a contract in terms of the employee's actions,

which actions were not the reason for his termination, but rather a false complaint made against him.

This Plaintiff's termination does not find its origin in the workplace, but rather in a Sussex County courtroom. Once again, it has to be stated that once a reason is given, as opposed to no reason, when that reason no longer exists, he should be reinstated.

CONCLUSION

For the reasons set forth herein, it is clear that the Court below erred in dismissing the Complaint and this Court should remand to the Superior Court for trial.

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Dated: 9/29/25

CRAIG SINON, Plaintiff-Appellant, v. MAGYAR BANK, Defendant-Respondent.	SUPERIOR COURT OF NEW JERSEY APPELLATE DIVISION Docket No. A-003406-24 Civil Action On Appeal from a Final Judgment of the Superior Court, Law Division, Sussex County, Docket No.: SSX-L-305-24 Sat Below: Hon. David J. Weaver, J.S.C. (retired and temporarily assigned on recall)

BRIEF OF DEFENDANT-RESPONDENT MAGYAR BANK

(Submitted: October 27, 2025)

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PRELIMINARY STATEMENT

Plaintiff-Appellant Craig Sinon (hereafter, "Plaintiff" or "Sinon") was a former at-will employee of Defendant-Respondent Magyar Bank (hereafter "Defendant" or "Magyar") who alleged he was terminated from his employment after he was charged with a crime of sexual assault. Sinon was acquitted of the crime two years later and demanded he be reinstated. When Magyar declined to do so, Sinon filed a Complaint for "wrongful termination," alleging that his termination violated employment rights he possessed under Magyar's employee handbook (the "Employee Handbook").

Magyar moved to dismiss the Complaint for failure to state of claim upon which relief can be granted under Rule 4:6-2(e), and the trial court granted the motion because Plaintiff's scant, nine-paragraph Complaint failed to state any legally cognizable claim for relief. The Employee Handbook contains a clear, unequivocal, and plainly worded disclaimer informing employees that it does not create a contract of employment and those employees (including, previously, Sinon) are at-will employees who can be terminated with or without cause, at any time. And Sinon actually concedes he is an at-will employee Accordingly, under the clear and binding authority of Woolley v. Hoffman-La Roche, 99 N.J. 284 (1985) and its progeny, Plaintiff cannot maintain a wrongful termination claim as a matter of law.

To the extent Plaintiff argues that the at-will employment doctrine should be changed based on the "realities of modern economics and employment practices," his argument is more suited to the Legislature, not to this Court, which is bound by the longstanding, common-law doctrines repeatedly affirmed in Supreme Court precedent.

As such, Plaintiff's Complaint was properly dismissed as a matter of law under Rule 4:6-2(e) and, since Plaintiff never sought leave to amend (or argued otherwise in this appeal), dismissal with prejudice was appropriate. The trial court's judgment should be affirmed in all respects.

COUNTERSTATEMENT OF FACTS[1]

I. PLAINTIFF'S BARE-BONES COMPLAINT

According to his Complaint, Plaintiff is a "former employee" of Defendant. (Pa1, ¶ 1.)[2] Plaintiff alleges that he was "wrongly accused of criminal activity and was terminated by the Defendant" (Pa1, ¶ 2), but thereafter

---

[1] The facts are derived from the allegations of the Complaint and must be presumed to be true for purposes of considering a motion to dismiss for failure to state a claim under Rule 4:6-2(e). See, e.g., Big Smoke LLC v. Twp. of W. Milford, 478 N.J. Super. 203, 225 (App. Div. 2024); see also infra, at 8-9. Defendant's recitation of those allegations is not intended to and do not constitute a concession of the truth of any of the allegations.

[2] Per Rule 2:6-8, references to Appellant's Brief and Appendix are cited as "Pb [page]" and "Pa [page]." References to Respondent's appendix are cited as "Da [page]." References to the motion hearing transcript of May 23, 2025 are cited as "T [page]:[line]."

was "tried in the Superior Court of New Jersey, Sussex County and was found not guilty." (Pa1, ¶ 3.)[3]

Plaintiff further claims he "sought the Employee Handbook of Defendant" and made numerous requests for it, but Defendant "refuse[d] to share [it] with him." (Pa1, ¶ 5, Pa2, 7.) The Employee Handbook, Plaintiff alleges, was "kept by the Defendant and shown only to employees". (Pa1, ¶ 6.)

On the basis of these sparse allegations, Plaintiff filed a single-count Complaint contending he was "wrongfully terminated" by Defendant. (Pa2, ¶ 9; Pa2, Count One, ¶ 2.)

II. THE EMPLOYEE HANDBOOK

During the time Plaintiff was employed, Defendant maintained an Employee Handbook. (Pa18-71.) On the second page, immediately following a welcome message from Defendant's President, the Handbook sets forth a clear

[3] Although Plaintiff did not plead the dates of his employment or termination, the trial court took judicial notice, from the public record pertaining to Plaintiff's prosecution in State of New Jersey v. Craig Sinon, Docket No. SSX-22-cr-000353, that a criminal complaint of sexual assault had been filed against Plaintiff on July 25, 2022 and a judgment of acquittal was entered on March 4, 2024. (Pa7, n. 1.) See also N.J. R. Evid. 201(b)(4) (a court can take judicial notice of "records of the court in which the action is pending and of any other court of this state or federal court sitting for this state.") In addition, following oral argument on the motion, but before the trial court ruled, Plaintiff's counsel filed a letter in response to the Court's question about what Plaintiff had been charged with (T9:7-14), enclosing a copy of Plaintiff's indictment for sexual assault. (Da123-124.)

and prominent statement to all employees that they are at-will employees and that the Handbook is not a contract of employment. Reproduced in full, the relevant provision of Section 1 states:

Section I – Introduction

Employment-at-Will

IMPORTANT INFORMATION – READ CAREFULLY

> This Handbook, which replaces all previously issued handbooks and policy statements, is provided only as a matter of reference, and is not an employment contract.
>
> **THE EMPLOYMENT RELATIONSHIP IS "AT-WILL EMPLOYMENT", WHICH MEANS REGARDLESS OF ANYTHING CONTAINED IN THE HANDBOOK AND REGARDLESS OF ANY CUSTOM OR PRACTICE, THE COMPANY MAKES NO PROMISES AND REMAINS FREE TO CHANGE POLICIES, BENEFITS, AND ALL OTHER WORKING CONDITIONS WITHOUT HAVING TO CONSULT ANYONE OR OBTAIN ANYONE'S AGREEMENT. JUST AS ANY EMPLOYEE HAS THE RIGHT TO TERMINATE HIS OR HER EMPLOYMENT FOR ANY REASON, THE COMPANY RETAINS THE ABSOLUTE POWER TO DISCHARGE ANYONE AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITHOUT PRIOR NOTICE.**
>
> The at-will relationship can only be changed by a written document that (1) is signed by the President & Chief Executive Officer and the employee, (2) specifically identifies the employee, (3) expressly states that the employee is not employed at-will, and (4) sets forth a specific duration of employment. No person other that the President & Chief Executive Officer has

> the authority to adopt new policies or to change or eliminate existing ones, in writing, and no other person has the authority to make any commitment which modifies or contradicts any provision contained in this Handbook.

(Pa19) (Emphasis in original).

PROCEDURAL HISTORY

Plaintiff filed his Complaint on July 3, 2024, asserting a single claim of "wrongful termination." (Pa1-3.) Plaintiff demanded to be reinstated to his employment and to be awarded compensatory and punitive damages and attorney's fees. (Pa2, Prayer for Relief, ¶¶ 2(a), (c), (d).) Plaintiff's demand for relief also included a request that he be "provided a copy of the Employee Handbook of Magyar Bank." (Pa2, ¶ 2(b).)

On August 30, 2024, Defendant filed its Motion to Dismiss. (Pa6; Da1-2.) Because the Complaint expressly referenced and relied on the Employee Handbook, Defendant's Motion attached a copy of the relevant Employee Handbook. (Da3, 13-66.)[4]

In response to the Motion to Dismiss, Plaintiff's counsel filed a letter on October 1, 2024, advising the court as follows:

[4] Because it was referenced multiple times in Plaintiff's Complaint, the trial court properly considered the Employee Handbook as part of the Motion to Dismiss, without converting it to a motion for summary judgment and Plaintiff never objected to its consideration. (See Standard of Review, infra, at 8-9.)

> You will recall that the Plaintiff's Complaint was aimed mostly at the employee handbook which could not be obtained. The Motion asks that the Complaint be dismissed without prejudice since I finally did get the employee handbook [sic].
>
> In view of the above, I consent to dismissing this matter without prejudice.

(Da93.)

After receiving the letter from Plaintiff's counsel, the court marked Defendant's Motion to Dismiss as withdrawn but did not dismiss the Complaint. Defendant's counsel thereafter promptly sought and secured the consent of Plaintiff's counsel to dismiss the Complaint by stipulation, and a Rule 4:37-1(a) stipulation of dismissal without prejudice was filed on October 10, 2024. (Pa6; Da94.)

On January 16, 2025, Plaintiff filed a motion to "reinstate" or "reactivate" his case. (Pa6; Da96.) In an attorney certification filed in support of the motion, Plaintiff's counsel asserted that the Complaint was filed in the first instance to "get the employee handbook because the employer would not share it with counsel" and that, "[b]ased upon the handbook, I make this Certification in support of my Motion to Reactivate the Complaint." (Da 97, ¶¶ 2, 4.) Plaintiff sought only to reinstate his original Complaint; he did not seek leave to file an amended pleading. (Pa13 ("In addition, since the original complaint was voluntarily dismissed, Plaintiff has reinstated the same Complaint with no

modifications, and has not sought leave to amend his complaint.".) On February 14, 2025, the court granted the motion. (Pa6; Da98.) In its order, the court also reinstated Defendant's Motion to Dismiss and set a new return date. (Da98.)

On March 20, 2025, Plaintiff filed a certification of counsel in opposition to the Motion to Dismiss but did not submit a brief. (Pa6.) On March 24, 2025, Defendant submitted a reply. (Id.) As part of that reply, Defendant argued "[s]ince Plaintiff does not request leave to amend his Complaint, dismissal should be with prejudice." (Da115-119.) By leave of court granted, on April 7, 2025, Plaintiff filed a supplemental opposition to the Motion to Dismiss which included, for the first time, a brief. (Pa6.) Plaintiff's opposition conceded that his employment was at-will (Pa8; Da120-122.) Furthermore, the opposition did not respond to Defendant's request for a "with prejudice" dismissal of the Complaint. (Da120-122.)[5]

On April 15, 2025, Defendant filed a supplemental reply brief in reply to Plaintiff's brief and in further support of its Motion to Dismiss. (Pa6.) On May 12, Plaintiff filed a supplemental letter brief in opposition to the Motion to

[5] Pursuant to Rule 2:6-1(a)(2), Defendant has included its March 24, 2025 reply letter brief in its appendix as it is germane to the question of whether Defendant sought dismissal of the Complaint with prejudice. Similarly, Defendant has included Plaintiff's opposition letter brief in its appendix as that is germane to the show both Plaintiff's admission that he was an at-will employee as well as his failure to address Defendant's request for a "with prejudice" dismissal of the Complaint.

Dismiss. (Id.)

On May 23, 2025, the trial court heard oral argument on the Motion to Dismiss and reserved decision. (T12:24-13:6.) Following oral argument, on May 27, 2025, Plaintiff's counsel filed a letter responding to the Court's question at oral argument about Plaintiff's prior criminal charges and enclosed a copy of a February 2, 2023 indictment charging Plaintiff with sexual assault under N.J.S.A. 2C:14-2c(1). (Da123-124.) On May 30, 2025, the court entered an order with supporting opinion granting the Motion to Dismiss with prejudice pursuant to Rule 4:6-2(e). (Pa5-14.)

On July 1, 2025, Plaintiff timely filed his Notice of Appeal with this court. (Pa15.)

STANDARD OF REVIEW

An appellate court reviews de novo the trial court's grant of a motion to dismiss for failure to state a claim pursuant to Rule 4:6-2(e), applying the same standard that governs the trial court in that inquiry. Am. Civil Liberties Union of N.J. v. County Prosecutors Ass'n of N.J., 257 N.J. 87, 100 (2024); Dimitrakopoulos v. Borrus, Goldin, Foley, Vignuolo, Hyman & Stahl, P.C., 237 N.J. 91, 108 (2019). Under that standard, the court affords the plaintiff "every reasonable inference of fact," and will search the complaint "in depth and with liberality to ascertain whether the fundament of a cause of action may be gleaned

even from an obscure statement of claim," Printing Mart-Morristown v. Sharp Elecs. Corp., 116 N.J. 739, 746 (1989), but "if the complaint states no claim that supports relief, and discovery will not give rise to such a claim, the action should be dismissed." ACLU of N.J., 257 N.J. at 100 (citing Dimitrakopoulos, 237 N.J. at 107; and Banco Popular N. Am. v. Gandi, 184 N.J. 161, 166 (2005)); see also Reider v. State Dep't of Transp., 221 N.J. Super. 547, 552 (App. Div. 1987) ("[D]ismissal is mandated where the factual allegations are palpably insufficient to support a claim upon which relief can be granted.") (emphasis added).

In deciding a motion to dismiss, a court may "consider allegations in the complaint, exhibits attached to the complaint, matters of public record, and documents that form the basis of a claim." Banco Popular, 184 N.J. at 183. Furthermore, in reviewing the legal sufficiency of a complaint under Rule 4:6-2, "a court may consider documents specifically referenced in the complaint 'without converting the motion into one for summary judgment.'" Myska v. New Jersey Mfrs. Ins. Co., 440 N.J. Super. 458, 482 (App. Div. 2015) (quoting E. Dickerson & Son, Inc. v. Ernst & Young, LLP, 361 N.J. Super. 362, 365 n.1 (App. Div. 2003), aff'd, 179 N.J. 500 (2004)); see also In re Burlington Coat Factory Sec. Litig., 114 F.3d 1410, 1426 (3d Cir. 1997) ("Plaintiffs cannot prevent a court from looking at the texts of the documents on which its claim is based by failing to attach or explicitly cite them.") (cited with approval in E.

Dickerson & Son, Inc., 361 N.J. Super. at 365 n. 1).

LEGAL ARGUMENT

I. THE JUDGMENT SHOULD BE AFFIRMED BECAUSE THE TRIAL COURT CORRECTLY HELD THAT THE CLEAR AND PROMINENT AT-WILL EMPLOYMENT DISCLAIMER IN THE EMPLOYEE HANDBOOK PRECLUDES PLAINTIFF'S WOOLLEY CLAIM AS A MATTER OF LAW (PA5, 12-13).

A. The trial court correctly applied settled precedent to conclude that the Employee Handbook contained a clear and prominent disclaimer precluding Plaintiff's Woolley claim.

As the trial court aptly noted, Plaintiff's claim as to why he was wrongfully terminated from Magyar "is difficult to discern" as "[t]here is a dearth of pled facts on the face of the Complaint or in any subsequent filings." (Pa7.) Nonetheless, affording Plaintiff all favorable inferences of fact and searching the complaint liberally for the fundament of a cause of action, the trial court treated the Complaint as asserting a claim of wrongful termination under Woolley v. Hoffman-La Roche, based on alleged implied contract rights derived from the Employee Handbook. (See Pa7 ("Presumably, and implicitly, Plaintiff appears to be arguing that Magyar's employee handbook indicates that, as applied to Plaintiff's circumstances, an implied contract was created between Plaintiff and Magyar whereby his termination from an at-will employment could manifest into a claim for wrongful termination."). Confirming this assumption, in his appeal brief,

Plaintiff concedes that his Complaint raised a Wooley claim, arguing solely as to the application of Wooley and its progeny. (Pb6-9.)

As a Woolley claim, however, Plaintiff's Complaint fails as a matter of law because the clear and prominent disclaimer language in the Employee Handbook forecloses any possibility that Plaintiff could prevail on such a claim in this case.

In New Jersey, it is well-settled that, absent a contrary statute or contract, "an employer may fire an employee for good reason, bad reason, or no reason at all under the employment-at-will doctrine." Witkowski v. Thomas J. Lipton, 136 N.J. 385, 397 (1994); see also Velantzas v. Colgate-Palmolive Co., 109 N.J. 189, 191 (1988) ("An employer can fire an at-will employee for no specific reason or simply because an employee is bothering the boss."). Indeed, today, "both employers and employees commonly and reasonably expect employment to be at-will, unless specifically stated in explicit, contractual terms." Bernard v. IMI Sys., Inc., 131 N.J. 91, 105-06 (1993).

In Woolley, the Supreme Court held that the presumption of at-will employment can be overcome if a plaintiff can prove that an employment manual contains "job-security and termination procedures [that] could reasonably be understood by an employee to create binding duties and obligations between the employer and its employees. . . ." Witkowski, 136 N.J.

at 399 (citing Woolley, 99 N.J. at 309.) Thus, to state a Woolley claim, the employee must point to an employee handbook that "contain[s] an express or implied promise concerning the terms and conditions of employment." Id. at 393 (quotation and citation omitted).[6]

The Woolley Court made equally clear, however, that "if the employer . . . does not want the manual to be capable of being construed by the court as a binding contract, there are simple ways to attain that goal," specifically:

> All that need be done is the inclusion in a very prominent position of an appropriate statement that there is no promise of any kind by the employer contained in the manual; that regardless of what the manual says or provides, the employer promises nothing and remains free to change wages and all other working conditions without having to consult anyone and without anyone's agreement; and that the employer continues to have the absolute power to fire anyone with or without good cause.

Woolley, 99 N.J. at 309. If the employee handbook contains prominent and clear disclaimers that the employment is at will, then an employee cannot establish an express or implied employment contract, which is a predicate for a Woolley claim, as a matter of law. Witkowski, 136 N.J. at 400; see also Nandy

[6] In determining whether an employee handbook contains enforceable obligations, New Jersey courts look to factors including the "definiteness and comprehensiveness of the termination policy and the context of the manual's preparation and distribution." Witkowski, 136 N.J. at 392.

v. Hampton Behav. Health Ctr., No. A-5872-07T3, 2009 N.J. Super. Unpub. LEXIS 1897, at *11 (N.J. Super. Ct. App. Div. July 20, 2009) (Da68-72) (when an employee handbook contains a disclaimer "sufficient to advise the reasonable reader that the document does not create legally binding obligations" a Woolley claim cannot be sustained.)

Cases decided after Woolley have held that no specific language is required for a disclaimer to be effective, as long as it is in a prominent position and "make[s] clear 'that the employer continues to have the absolute power to fire anyone with or without cause.'" Nicosia v. Wakefern Food Corp., 136 N.J. 401, 413 (1994) (quoting Woolley, 99 N.J. at 309). A disclaimer can be sufficiently prominent in "in a variety of ways so long as it is 'separated from or set off in a way to attract attention.' 'Ways to give a statement prominence include bold lettering, italics, capital letters, underlining, color, bordering, or highlighting or any other presentation that would 'make it likely that it would come to the attention of an employee reviewing it.'" Nandy, 2009 N.J. Super. Unpub. LEXIS 1897, at * 11 (quoting Nicosia, 136 N.J. at 415).

When viewed against these factors, there can be no doubt that the Employee Handbook in this case contains sufficiently clear and prominent disclaimers that it does not create a contractual relationship and that Plaintiff's employment with Magyar was and remained at will. Indeed, the Handbook

contains all of the essential language and eye-catching methods identified by our Supreme Court as legally sufficient to notify employees that they have no contractual rights under the Handbook.

First, the disclaimer is in a separate section of the Employee Handbook, clearly titled "Employment-At-Will" with a bold notice, underlined and in all capitals, that it contains "**IMPORTANT INFORMATION – READ CAREFULLY**" under the title "**Employment-At-Will.**" (Pa19.) The very first paragraph of the disclaimer section states that the Handbook "is provided only as a matter of reference, and is not an employment contract." (Id.)

Second, the disclaimer is prominently set off in all capital letters and bold text, and is stated in the following plain language:

> **THE EMPLOYMENT RELATIONSHIP IS "AT-WILL EMPLOYMENT", WHICH MEANS REGARDLESS OF ANYTHING CONTAINED IN THE HANDBOOK AND REGARDLESS OF ANY CUSTOM OR PRACTICE, THE COMPANY MAKES NO PROMISES AND REMAINS FREE TO CHANGE POLICIES, BENEFITS, AND ALL OTHER WORKING CONDITIONS WITHOUT HAVING TO CONSULT ANYONE OR OBTAIN ANYONE'S AGREEMENT. JUST AS ANY EMPLOYEE HAS THE RIGHT TO TERMINATE HIS OR HER EMPLOYMENT FOR ANY REASON, THE COMPANY RETAINS THE ABSOLUTE POWER TO DISCHARGE ANYONE AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITHOUT PRIOR NOTICE.**

(Id.)

Third, the content of the disclaimer advises employees that their employment is "at-will" and explains in clear language that this means that, regardless of anything contained in the Handbook or any custom or practice, Magyar: (a) makes no promises to the employees; (b) remains free to change policies, benefits, and all other working conditions without having to consult anyone or obtain anyone's agreement; and (c) retains the absolute power to discharge anyone at any time, with or without cause, and without prior notice, just as any employee has the right to terminate his or her employment for any reason. (Id.) (emphasis omitted).) This is the same language the Supreme Court deemed sufficient in Woolley to negate any contract rights under an employee handbook. Woolley, 99 N.J. at 309.

Fourth, the Employee Handbook sets forth an unambiguous process that would be required for an at-will relationship to be changed into a contractual relationship, namely, a separate, written contract specifically stating the employee is not at will, signed by Magyar's President & CEO and that no other person at Magyar had the authority to make such a change. (Pa19.)

This Court has not hesitated to dismiss Woolley claims with similar disclaimers. See, e.g., Armato v. AT&T Mobility LLC, No. A-2754-11T2, 2013 N.J. Super. Unpub. LEXIS 90, at *6 (App. Div. Jan. 15, 2013) (Da74-76) (affirming dismissal of Woolley claim with disclaimer stating "AT&T Mobility

retains all rights arising out of its at-will employment relationships. This policy does not change any of the terms of its at-will employment relationship and is not to be construed as a contract of employment."); Horan v. Verizon N.J., Inc., No. A-1643-12T2, 2014 N.J. Super. Unpub. LEXIS 966, at *12 (App. Div. Apr. 29, 2014) (Da78-84) (affirming dismissal of Woolley claim based on disclaimer that "could not have been clearer," which stated "this Code does not give you rights of any kind, and may be changed by the company at any time without notice. Unless governed by a collective bargaining agreement, employment with Verizon is 'at will,' which means that you or Verizon may terminate your employment for any reason or no reason, with or without notice, at any time."); Based on this and the other well-settled authority identified above, the trial court correctly held that the disclaimer in this case "forecloses any reasonable expectation that an employee's at-will status is modified based on an implied promise to garner contractual rights. . . . " (Pa12.)

B. Plaintiff's misreading of Woolley and policy arguments on changing the at-will employment doctrine do not provide a basis to reverse the trial court's decision.

As he did below, Plaintiff acknowledges in his brief to this court that his employment with Magyar was at will. (Pb5 ("The Plaintiff acknowledges that his employment is at will."); Da121.) Nevertheless, he argues that he has a contractual right to reinstatement to his former job under a purported "modern-

day approach" to the at-will employment doctrine. (Pb2; Pb4.) This argument is wholly without merit.

The Handbook language Sinon relies on to support his alleged contractual right to employment is an excerpt from the Mission Statement—a "cherry-picked snippet[]" of the Employee Handbook "appearing subsequent to the express disclaimer language" (Pa13)—which states that part of the company's vision is:

> Workplace Excellence - Provide our employees with an environment that recognizes hard work, dedication and superior customer service, an opportunity to develop and enrich their talents and a fulfilling and rewarding workplace atmosphere.

(Pb4.) This language does not contain any "express or implied promise concerning the terms and conditions of employment" as is needed to state a claim under Woolley. Witkowski, 136 N.J. at 393. But even if there were some doubt as to the intended meaning of this language, the unambiguous and prominent disclaimer in Magyar's Employee Handbook "make[s] clear that the employer continues to have the absolute power to fire anyone with or without cause," Nicosia, 136 N.J. at 413, thereby precluding any express or implied contract claim in this case as a matter of law.

Despite the Handbook's disclaimer, Plaintiff argues that "[t]he modern-day concept of "at-will" employment would interpret the above workplace

excellence [provision] as a contract." (Pb4.) However, Plaintiff has failed to provide this court with any legal or factual support for this argument. As in the trial court, "Plaintiff provides no case law (binding or not), journal articles, or treatises to support his contention that a 'modern trend' is emerging which reinterprets the long-standing Woolley standard" and, as a result, Plaintiff's "conclusory statement" to the contrary "is insufficient to form the 'fundament' of a cause of action." (Pa13.)

In fact, Plaintiff's central argument – that an at-will employee can be terminated for any reason or no reason, but not a "bad reason" or "reason that no longer exists" (Pb4-5, Pb6) – flies in the face of decades of precedent and fundamentally misconstrues the nature of at-will employment. In Witkowski, the Supreme Court left no doubt that, in the absence of a contrary statute or contract, an employer may fire an employee for a "good reason, **bad reason**, or no reason at all" under the employment-at-will doctrine. Witkowski, 136 N.J. at 397 (emphasis added); see also Sheldon v. Cooper Health Sys. & Larraine Ramos, No. A-4954-18, 2021 N.J. Super. Unpub. LEXIS 484, at *31 (App. Div. Mar. 24, 2021) (Da103-114) (explaining that under the at-will doctrine, an employer can "discharge employees for almost any reason whatsoever (***even a mistaken but honest belief***) as long as the reason is not illegal discrimination.'") (quoting Capps v. Mondelez Glob. LLC, 847 F.3d 144, 153

(3d Cir. 2017)) (emphasis added).

Additionally, Plaintiff's attempted reliance on a cherry-picked, out-of-context quote from Horan v. Verizon N.J., Inc., 2014 N.J. Super. Unpub. LEXIS 966, at *21 (Da 78-84) provides no aid to his argument, and actually disproves his point. (Pb5). The plaintiff in Horan alleged age discrimination under the Law Against Discrimination (LAD) and, in so doing, was required to prove that "the prohibited consideration[, age,] played a role in the decision making process and that it had a determinative influence on the outcome of that process." Id. at *15 (quoting Bergen Commercial Bank v. Sisler, 157 N.J. 188, 207 (1999)). Applying the McDonnell-Douglas burden shifting framework in the context of a summary judgment motion, the court rejected Horan's claim because there was no evidence that the employer's proffered reason for the termination — that Horan was not reaching his productivity goals — was pretext for age discrimination. Id. at *19.

The court did not discuss what would have happened if the employer's business justification was mistaken — i.e., if Horan was actually reaching his productivity goals — but still did not constitute pretext for age discrimination. If that were the case, Horan's claim still would have failed because, in the context of at-will employment, a court is not "a super-personnel department that reexamines an entity's business decisions." Brewer v. Quaker State Oil Ref.

Corp., 72 F.3d 326, 332 (3d Cir. 1995). In other words, as long as a termination is not for a discriminatory reason, the law does not permit the court to intervene "[n]o matter how medieval a firm's practices, no matter how high-handed its decisional process, [and] no matter how mistaken the firm's manager." Id. (emphasis added). Thus, even assuming it is true that Plaintiff was terminated by Defendant because he was charged with a crime he didn't commit and was later acquitted of, this "mistaken" reason for his termination is simply not actionable as wrongful termination under New Jersey law.

At bottom, Plaintiff's argument for reversal is based, not on controlling law, but on his and/or his counsel's subjective opinion as to what the "modern-day approach" to at-will employment should be. (See, e.g., Pb2 ("The more one reads, the more one sees that the modern-day approach to 'at-will' termination, should be reviewed in terms of the modern-day work environment"); Pb6 ("This Brief is written not with a view to the past, but an eye on the future").) But the function of this court is to construe the law and apply binding judicial precedent, not create employment policy. Luchejko v. City of Hoboken, 207 N.J. 191, 208 (2011) (Absent special justification, courts are "bound to adhere to settled precedent" under the principle of stare decisis); see also Egan v. Erie R. Co., 29 N.J. 243, 252 (1959) ("The declaration of a contrary rule on grounds of policy is a legislative rather than a judicial function.").

Furthermore, the policy factors that Plaintiff cites in support of the supposed "new" or "modern" approach to at-will employment – such as the growth in the number of employees, the need for stability in the labor relations, and the desire to prevent employers from using the right of discharge as a means of oppression – are not new at all: they informed the balanced judicial approach embodied in Woolley and progeny, a fact evident from Plaintiff's citation to those very cases to support his policy arguments. (Pb2-3, Pb6-8.) For example, more than forty-five years ago, in Pierce v. Ortho Pharmaceutical Corp., 84 N.J. 58 (1980), the Supreme Court limited the right of an employer to fire an at-will employee for complaining about a clear mandate of public policy, but otherwise reaffirmed the benefits and need for the at-will employment doctrine. Balancing the interests of the employee, the employer, and the public, the Court held that "[e]mployees have an interest in knowing they will not be discharged for exercising their legal rights" while also recognizing that employers whose conduct is consistent with public policy "have an interest in knowing they can run their businesses as they see fit", and "[t]he public has an interest in employment stability and in discouraging frivolous lawsuits by dissatisfied employees." Id. at 71.

Our State's employment laws are not a panacea for every alleged erroneous employment termination. If Defendant was mistaken in the reason for

its termination of Plaintiff, that error is not a valid basis for a wrongful termination claim and provides no legally cognizable basis for "reinstatement" to an at-will job. As Judge Weaver correctly concluded:

> [A] reading of the Complaint, in fact, suggests that Plaintiff does not even contest that he was rightfully terminated in the first place. Essentially, Plaintiff's claim is that Defendant's choice not to rehire him approximately two years after he was rightfully terminated means that he was wrongfully terminated to begin with. This is a slippery (and circuitous) slope that the Court declines to traverse after Plaintiff was properly terminated.

(Pa13.) This Court should likewise not traverse the slippery and circuitous slope of Plaintiff's argument. The trial court properly dismissed Plaintiff's "wrongful termination" claim and that judgment should be affirmed.

II. THE TRIAL COURT CORRECTLY DISMISSED THE COMPLAINT WITH PREJUDICE (PA5, 9-10, 13.)

There is also no question that the lower court properly dismissed the complaint *with prejudice*.

Courts may dismiss a complaint with prejudice if the non-moving party has "not offered ... or proposed a[n] amended pleading that would suggest their ability to cure the [pleading's] defects." (Pa9-10 (quoting Johnson v. Glassman, 401 N.J. Super. 222, 246 (App. Div. 2008)). Plaintiff never sought leave to amend the Complaint below nor did he ever advance any other legal argument or theory, other than his Woolley implied contract theory, to support his claim

of wrongful termination. (Pa13; Da120-122; IT8:7 to 11:18) Having failed to raise the issue below or brief this issue on this appeal, Plaintiff has waived his right to contest this aspect of the trial court's ruling. See W.H. Industries, Inc. v. Fundicao Balancins, Ltda, 397 N.J. Super. 455, 459 (App. Div. 2008) ("An issue not briefed is deemed waived"); Nieder v. Royal Indem. Ins. Co., 62 N.J. 229, 234 (1973) (quoting Reynolds Offset Co. v. Summer, 58 N.J. Super. 542, 548 (App. Div. 1959) (except where a question raised on appeal goes to the jurisdiction of the trial court or concerns matters of great public interest, "[i]t is a well-settled principle that our appellate courts will decline to consider questions or issues not properly presented to the trial court when an opportunity for such a presentation is available").

CONCLUSION

For the foregoing reasons, the Court should affirm the dismissal of Plaintiff's Complaint with prejudice under Rule 4:6-2(e) for failure to state a claim upon which relief can be granted.

Dated: October 27, 2025

Respectfully submitted,

GENOVA BURNS LLC

By: */s/ Lawrence Bluestone*
Lawrence Bluestone

Attorneys for Defendant-Respondent Magyar Bank

		Superior Court of New Jersey
CRAIG SINON,	*	APPELLATE DIVISION
	*	DOCKET NO. A-3406-24
	*	
	*	DOCKET NO. BELOW: SSX-L-305-24
Plaintiff-Appellant,	*	
	*	
	*	ON APPEAL FROM:
	*	SUPERIOR COURT OF NEW JERSEY—
v.	*	LAW DIVISION, SUSSEX COUNTY
	*	
MAGYAR BANK,	*	SAT BELOW:
	*	Hon. David J. Weaver, JSC
Defendant-Respondent.	*	
	*	

PLAINTIFF-APPELLANT'S **AMENDED** REPLY BRIEF

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**Amended* Reply Brief Submitted: 11/17/25*

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APPELLANT'S REPLY TO RESPONDENT'S BRIEF

Please accept this filing on behalf of the Appellant in reply to Respondent's Brief filed in this matter. Respectfully, it is about time that New Jersey adopted the policy set forth in Woolley v. Hoffmann La Roche, 99 N.J. 284, 291.

Throughout this appeal, the Appellant has advocated that the policy annunciated in Woolley, *supra*, at p. 291 where the Court stated essentially that had at-will terminations had to be terminated. In Woolley, *supra,* the Court recognizes the modern-day employment picture. The Court actually calls for the common law to developed and adapt to current needs.

The current needs argue against at-will termination, especially in this case where a many-year employee of the Defendant Bank was terminated because someone made a false charge.

If this Court recognizes the policy set forth in Woolley and understands that at-will can no longer be at will, the employment picture will be brighter.

CONCLUSION

For the reasons set forth herein, it is clear that the Court below erred in dismissing the Complaint and this Court should remand to the Superior Court for trial.

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Amended Reply
Brief Submitted: 11/17/25