

AIMINO & DENNEN, LLC
Attorneys at Law
40 Newton Avenue
Woodbury, New Jersey 08096
(856) 686-9100
(856) 686-9147 Fax
Attorneys for Plaintiff

GLADYS MADDEN,

Plaintiff,

v.

MARTIN KAY, Individually and as
Investigator for the Camden County
Probation Department and/or Camden
County; JOHN DOE, a fictitious name;
CAMDEN COUNTY; CAMDEN
COUNTY PROBATION
DEPARTMENT; JEFFREY JENNINGS,
Individually and as Supervisor of the
Camden County Probation
Department; JAMES DOES I-X, all
fictitious names; ALBERT DOES I-X,
all fictitious names,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CAMDEN COUNTY
DOCKET #: L 3550-07

Civil Action

**Complaint
(Jury Trial Demand)**

FILED

JUL - 9 2007

Plaintiff, Gladys Madden, presently residing at [REDACTED]

Franklinville, New Jersey 08322, and residing at the time of the incident at 126 Kelly
Drivers Lane, Laurel Springs, New Jersey, by way of Complaint against the
Defendants, says:

FIRST COUNT

1. The Defendant, Camden County is a body politic, incorporated, organized
and authorized under the laws of the State of New Jersey, having principal offices at
520 Market Street, Camden, New Jersey 08102.

2. The Defendant, Camden County Probation Department, is a subdivision and/or department of the Defendant, Camden County, having principal offices at 40 North 5th Street, Camden, New Jersey 08102.

3. Upon information and belief, the Defendant, Martin Kay, is a citizen of the State of New Jersey, and at the time of the incident was an investigator for the Camden County Probation Department and/or Camden County. The exact address for the Defendant, Martin Kay is presently unknown to the Plaintiff.

4. Upon information and belief, the Defendant, John Doe, a fictitious name, represents the individual who violated the Plaintiff's constitutional rights and performed the illegal acts as outlined in this Complaint and who was identified as Martin Kay, in the event, the Defendant, Martin Kay has been improperly identified or named. The exact address for the Defendant, John Doe, a fictitious name, is presently unknown to the Plaintiff. Hereinafter the Defendants, Martin Kay and John Doe, a fictitious name are referred to jointly as Defendant, Martin Kay.

5. Upon information and belief, the Defendant, Jeffrey Jennings, is a citizen of the State of New Jersey, and at the time of the incident was a supervisor for the Camden County Probation Department and/or Camden County. The exact address for the Defendant, Jeffrey Jennings is presently unknown to the Plaintiff.

6. Upon information and belief, the Defendants, James Does I-X, all fictitious names, represent all supervisors, superiors, and/or employers of the Defendant, Martin Kay and/or John Doe, a fictitious name, their identities and addresses being presently unknown to the Plaintiff.

AIMINO & DENNEN, LLC
ATTORNEYS AT LAW

40 Newton Avenue
Woodbury, New Jersey 08096

7. Defendants, Alfred Does I-X, all fictitious names, represent any individuals, businesses, corporations, partnerships, public entities and/or other entities presently not known or identified to the Plaintiff, who is/are liable and/or responsible to the Plaintiff, based on any theory of liability, for damages in connection with the aforesaid incident.

8. On continuous dates beginning April of 2005 through August of 2006, the Plaintiff, Gladys Madden was subjected to violations of her constitutional rights, her equal protection rights, her due process rights, sexual discrimination and sexual harassment, as a result the actions and/or non-actions of the Defendants, Martin Kay, John Doe, a fictitious name, Camden County, Camden County Probation Department, Jeffrey Jennings, James Does I-X, all fictitious names, and Albert Does I-X, all fictitious names, entitling her to damages.

9. By order of the Camden County Court, the Plaintiff, Gladys Madden was entitled to the payment of child support by her ex-husband. The payment and enforcement of the child support payments was handled and/or processed through the Camden County Probation Department and the County of Camden. Plaintiff was entitled to all the accommodations, advantages, facilities or privileges afforded individuals similarly entitled to child support benefits and was entitled to be free of discrimination in the procuring of said services.

10. The investigator from the Camden County Probation Department who was assigned to handle the Plaintiff's case for the time period in question, was the Defendant, Martin Kay.

AIMINO & DENNEN, LLC
ATTORNEYS AT LAW

40 Newton Avenue
Woodbury, New Jersey 08096

11. On each occasion that the Plaintiff, Gladys Madden contacted the Defendant, Camden County Probation Department for purposes of enforcing or obtaining payment of her child support, the Plaintiff would be forced to endure, embarrassing, degrading and humiliating, sexual questions, sexual comments, and/or sexual innuendo, by the Defendant, Martin Kay. Defendant, Martin Kay forced the Plaintiff, Gladys Madden to undergo said unconstitutional, discriminatory and harassing conduct on each and every occasion that she sought the assistance of the Camden County Probation Department and/or the County of Camden.

12. The Plaintiff, Gladys Madden was forced to endure the aforesaid offensive and unconstitutional conduct by the Defendant, Martin Kay due to the fact that she was a female. Plaintiff was denied all the accommodations, advantages, facilities or privileges afforded individuals similarly entitled under law to child support benefits and services and was discriminated against in the procuring of said benefits and services.

13. The Defendants, Camden County, Camden County Probation Department, Jeffrey Jennings, James Does I-X, all fictitious names, and Albert Does I-X, all fictitious names, knew or reasonably should have known of the illegal conduct of the Defendant, Martin Kay, but failed to take any action to prevent or stop said illegal conduct. They permitted the conduct of the Defendant, Martin Kay to continue in his job and continue his actions, despite their knowledge of his illegal, unconstitutional, discriminatory and harassing conduct.

14. The Defendants, Camden County, Camden County Probation Department, Jeffrey Jennings, James Does I-X, all fictitious names, and Albert Does

I-X, all fictitious names, through their policies, procedures and practices, or lack thereof, failed to properly train, supervise and oversee the Defendant, Martin Kay.

15. The aforesaid conduct of the Defendants, Martin Kay, John Doe, a fictitious name, Camden County, Camden County Probation Department, Jeffrey Jennings, James Does I-X, all fictitious names, and Albert Does I-X, all fictitious names constituted sexual discrimination and/or sexual harassment, were a violation of her equal protection and due process rights and other constitutional rights, thereby violating the Plaintiff, Gladys Madden's rights, privileges and immunities as secured under the Federal Constitution of the United States and Title 42 U.S.C. §1981, 1983 and 1988.

16. At all times relevant thereto the Defendants were acting under the color of law.

17. Plaintiff has suffered, and will continue to suffer in the future, extreme mental distress, humiliation, embarrassment, degradation, the violation of her constitutional rights as a result of the actions of the Defendants set forth above.

18. Plaintiff is entitled to payment of her attorney's fees pursuant to Title 42 U.S.C. §1988.

WHEREFORE, Plaintiff, Gladys Madden demands judgment against the Defendants, Martin Kay, John Doe, a fictitious name, Camden County, Camden County Probation Department, Jeffrey Jennings, James Does I-X, all fictitious names, and Albert Does I-X, all fictitious names, as follows:

- A. Declaring as unconstitutional and discriminatory, the aforesaid actions of the Defendants; and

AIMINO & DENNEN, LLC
ATTORNEYS AT LAW

40 Newton Avenue
Woodbury, New Jersey 08096

- B. Awarding compensatory and punitive damages as permitted by law; and
- C. Awarding attorney's fees, costs, interest and disbursements as provided by law; and
- D. For such further relief deemed equitable and just by the Court.

SECOND COUNT

- 1. Plaintiff repeats and reiterates each and every allegation contained in the First Count as if written out at length herein.
- 2. The aforesaid actions of the Defendants, Martin Kay, John Doe, a fictitious name, Camden County, Camden County Probation Department, Jeffrey Jennings, James Does I-X, all fictitious names, and Albert Does I-X, all fictitious names, constitute a violation of the Plaintiff's constitutional rights as secured by the Constitution of the State of New Jersey and N.J.S.A. 10:6-2, entitling her to damages.
- 3. Plaintiff is entitled to payment of her attorney's fees pursuant to N.J.S.A. 10:6-2(f).

WHEREFORE, Plaintiff, Gladys Madden demands judgment against the Defendants, Martin Kay, John Doe, a fictitious name, Camden County, Camden County Probation Department, Jeffrey Jennings, James Does I-X, all fictitious names, and Albert Does I-X, all fictitious names, as follows:

- A. Declaring as unconstitutional and discriminatory, the aforesaid actions of the Defendants; and
- B. Awarding compensatory and punitive damages as permitted by law; and
- C. Awarding attorney's fees, costs, interest and disbursements as provided by law; and

AIMINO & DENNEN, LLC
ATTORNEYS AT LAW

40 Newton Avenue
Woodbury, New Jersey 08096

D. For such further relief deemed equitable and just by the Court.

THIRD COUNT

1. Plaintiff repeats and reiterates each and every allegation of the First and Second Counts as if written out at length herein.

2. The aforesaid actions of the Defendants, Martin Kay, John Doe, a fictitious name, Camden County, Camden County Probation Department, Jeffrey Jennings, James Does I-X, all fictitious names, and Albert Does I-X, all fictitious names, were discriminatory in violation of the Plaintiff's rights under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-12, entitling her to damages.

3. Plaintiff is entitled to payment of her attorney's fees pursuant to N.J.S.A. 10:5-27.1.

WHEREFORE, Plaintiff, Gladys Madden demands judgment against the Defendants, Martin Kay, John Doe, a fictitious name, Camden County, Camden County Probation Department, Jeffrey Jennings, James Does I-X, all fictitious names, and Albert Does I-X, all fictitious names, as follows:

- A. Declaring as unconstitutional and discriminatory, the aforesaid actions of the Defendants; and
- B. Awarding compensatory and punitive damages as permitted by law; and
- C. Awarding attorney's fees, costs, interest and disbursements as provided by law; and
- D. For such further relief deemed equitable and just by the Court.

MINO & DENNEN, LLC
ATTORNEYS AT LAW

40 Newton Avenue
Woodbury, New Jersey 08096

FOURTH COUNT

1. Plaintiff repeats and reiterates each and every allegation contained in the First, Second and Third Counts as if written out at length herein.

2. The aforesaid actions of the Defendant, Martin Kay and/or John Doe, a fictitious name, constitute a cause of action for harassment and the intentional infliction of emotional distress and mental distress, entitling the Plaintiff to damages.

3. Plaintiff has suffered, and will continue to suffer in the future, extreme mental distress, humiliation, embarrassment, and degradation, as a result of the actions of the Defendants, Martin Kay and John Doe, a fictitious name, set forth above.

WHEREFORE, Plaintiff, Gladys Madden demands judgment against the Defendants, Martin Kay and John Doe, a fictitious name, for damages, punitive damages, attorney's fees, interest, costs of suit and such further relief deemed equitable and just by the Court.

FIFTH COUNT

1. Plaintiff repeats and reiterates each and every allegation contained in the First, Second, Third and Fourth Counts as if written out at length herein.

2. The aforesaid actions of the Defendant, Martin Kay and/or John Doe, a fictitious name, constitute a cause of action for harassment and/or assault and battery, entitling the Plaintiff to damages.

3. Plaintiff has suffered, and will continue to suffer in the future, extreme mental distress, humiliation, embarrassment, and degradation, as a result of the

AIMINO & DENNEN, LLC
ATTORNEYS AT LAW

40 Newton Avenue
Woodbury, New Jersey 08096

actions of the Defendants, Martin Kay and John Doe, a fictitious name, set forth above.

WHEREFORE, Plaintiff, Gladys Madden demands judgment against the Defendants, Martin Kay and John Doe, a fictitious name, for damages, punitive damages, attorney's fees, interest, costs of suit and such further relief deemed equitable and just by the Court.

AIMINO & DENNEN, LLC

BY: 

MICHAEL A. AIMINO, ESQ.
ATTORNEY FOR PLAINTIFF

DATED: 7/6/07

JURY TRIAL DEMAND

Demand is hereby made for a trial by jury as to all issues.

AIMINO & DENNEN, LLC

BY: 

MICHAEL A. AIMINO, ESQ.
ATTORNEY FOR PLAINTIFF

DATED: 7/6/07

DESIGNATION OF TRIAL COUNSEL

Michael A. Aimino, Esq. is hereby designated as trial counsel in the within matter.

AIMINO & DENNEN, LLC

BY: 

MICHAEL A. AIMINO, ESQ.
ATTORNEY FOR PLAINTIFF

DATED: 7/6/07


AIMINO & DENNEN, LLC
ATTORNEYS AT LAW

40 Newton Avenue
Woodbury, New Jersey 08096

CERTIFICATION

I hereby certify that, to the best of my knowledge, the above matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding nor at the present time is any other action or arbitration proceeding contemplated. I am aware of other individuals who have indicated a desire to bring similar claims against these defendants, but I am unaware of their identities and whether the claims have been filed. Other than these additional unknown claimants, I know of no additional parties who should be joined to this action.

AIMINO & DENNEN, LLC

BY: 
MICHAEL A. AIMINO, ESQ.
ATTORNEY FOR PLAINTIFF

DATED: 7/6/07

AIMINO & DENNEN, LLC
ATTORNEYS AT LAW

40 Newton Avenue
Woodbury, New Jersey 08096

ANNE MILGRAM
 ATTORNEY GENERAL OF NEW JERSEY
 R.J. Hughes Justice Complex
 25 W. Market Street
 P.O. Box 112
 Trenton, NJ 08625-0112
 Attorneys for Defendants,
 the Superior Court of New Jersey,
 Camden Vicinage, Probation Division
 and Jeffrey Jennings

By: Matthew Sapienza
 Deputy Attorney General
 (609) 777-3410

GLADYS MADDEN,

 Plaintiff,

v.

MARTIN KAY, Individually and as :
 Investigator for the Superior Court of New :
 Jersey, Camden Vicinage, Probation :
 Division; JOHN DOE, a fictitious name; :
 CAMDEN COUNTY; SUPERIOR COURT :
 OF NEW JERSEY, CAMDEN VICINAGE, :
 PROBATION DIVISION; JEFFREY :
 JENNINGS, Individually and as Supervisor :
 of the Superior Court of New Jersey, Camden :
 Vicinage, Probation Division; JAMES DOES :
 I-X, all fictitious names; ALBERT DOES I- :
 X, all fictitious names, :

 Defendants. :

: SUPERIOR COURT OF NEW JERSEY
 : LAW DIVISION: CAMDEN COUNTY
 : DOCKET NO. L-3552-07
 :
 :
 :

Civil Action

**SETTLEMENT AGREEMENT
 AND GENERAL RELEASE**

WHEREAS, Plaintiff Gladys Madden ("Plaintiff") has asserted various claims in the above-captioned matter against the Defendants, the Superior Court of New Jersey, Camden Vicinage, Probation Division, and Jeffrey Jennings, hereinafter referred to as the "Defendants," and

WHEREAS, the Defendants expressly deny the validity of Plaintiff's claims and nothing contained in this Settlement Agreement and General Release (the "Agreement") may be used or viewed as an admission of liability, and

WHEREAS, Plaintiff and the Defendants are entering into this Agreement to avoid further expense, inconvenience and delay, dispose of potentially burdensome and protracted litigation, and forever resolve the claims that were asserted or could have been asserted in this matter;

NOW, THEREFORE, in consideration of the terms, promises, covenants, conditions and agreements contained herein, the parties hereby agree as follows:

1. Releasor and Releasees: The Releasor is Plaintiff, referred to as "I." The Releasees are the Defendants, including all of the departments, agencies, employees, agents, officials, and assigns, past and present, of the Defendants. Releasees are referred to as "You."

2. Release: I release and give up any and all claims and rights which I may have against You. This releases all claims, demands, damages, causes of action, or suits which have been or could have been brought in any forum. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This releases all claims resulting from anything which has happened up to now, including but not limited to, all claims which were or could have been brought in the Litigation.

This release includes, but is not limited to, all claims under the Constitution or statutes of the United States, the Constitution, statutes or compacts of the State of New Jersey, or under common law, including but not limited to all claims under: Title VII of the Civil Rights Act, Sections 1981, 1983 and 1985 of the Civil Rights Act, the New Jersey Law Against Discrimination, the New Jersey Civil Rights Act, the Family Medical Leave Act, the Family Leave Act, the Equal Pay Act, the Fair

Labor and Standards Act, the Conscientious Employee Protection Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Civil Service Act, the Handicapped, Blind, or Deaf Persons Civil Rights Law, the Developmentally Disabled Rights Act, the Alcoholism Treatment and Rehabilitation Act, the Education Code, public works statutes, the Public Transportation Act, the Right to Know Law, the Occupational Safety and Health Act, the Worker Health and Safety Act, the Farm Labor Law, the Public School Safety Law, the Minimum Wage Law, the Prevailing Wage Law, the New Jersey Smoking Act, wages and hour laws, disability benefits laws, the U.S. Constitution, the New Jersey Constitution, tort law or contract law.

This Release includes all claims made or which could have been brought as grievances under any collective bargaining agreement, and/or all claims made or which could have been brought in any other administrative or judicial proceeding.

This Release includes all claims involving any continuing effects of actions or practices which arose prior to the date of this Release and I release the use in any way of any past action or practice in any subsequent claim. This Release is a compromise and in full settlement of all claims that I may have against You.

3. Payment. In full payment for making this Release, the State of New Jersey shall pay the Releasor a total of TWENTY-ONE THOUSAND DOLLARS (\$21,000.00). Payment shall be made by way of check made payable to "Aimino & Dennen, LLC, and Gladys Madden." The check shall be accompanied by a U.S. Internal Revenue Service Form 1099. I acknowledge that this is payment of consideration to which I am not otherwise entitled. In further consideration for this settlement, I agree that I will not seek anything further including any other payment or consideration from You.

4. Indemnification: It is understood and agreed that You have not made any representations to me or to my counsel concerning the taxability of the amounts described in paragraph three (3) of this Release. I shall be solely responsible for the payment of appropriate taxes on this settlement, and make no claim against You for payment of any such taxes, or the payment of any applicable interest or penalties, and shall hold You harmless and indemnify You against any liability for same.

5. Child Support Judgment Search: I authorize and instruct my legal counsel of record to provide counsel for Releasees with a Child Support Judgment Search, as required by N.J.S.A. 2A:17-56.23b. Payment as set forth in paragraph 3 of this is contingent upon the Releasor providing the Releasees with a Child Support Judgment Search which fails to evidence a judgment against the Releasor.

6. Attorneys' Fees: This Release includes all claims for attorneys' fees and costs. I am responsible for my own attorneys' fees and costs.

7. No Admission of Liability: Releasees expressly deny the validity of Releasor's disputed claims and nothing contained herein may be used or viewed as an admission of liability.

8. Dismissal of Lawsuit: I hereby authorize and instruct my legal counsel of record to sign a Stipulation of Dismissal with Prejudice and Without Costs as to all claims in the Litigation, and to provide same to counsel for Releasees at the time of execution of this Release. The Stipulation of Dismissal shall be filed by counsel for Releasee upon tender of the settlement check to Releasor.

9. Non-Assignment: None of the benefits being given herein have been assigned or are subject to alienation (i.e., personal bankruptcy).

10. Who is Bound: I am bound by this Release. Anyone who succeeds to my rights and responsibilities is also bound. This Release is made for Your benefit and all who succeed to Your rights and responsibilities.

11. Entire Agreement: This Agreement contains the entire agreement between the parties and fully supersedes any and all prior agreements or understanding pertaining to the subject matter addressed in this Agreement. The parties represent and acknowledge that in executing this Agreement neither party has relied on any representation or statement not set forth herein with regard to the subject matter of this Agreement.

12. Severability: If any term or condition of this Agreement shall be invalid or unenforceable to any extent or in any application, then such term or condition shall automatically, and without any further action, be reformed so as to retain the fullest extent of any restriction therein permitted by law and the remainder of this Agreement, and such term or condition, except to such extent or in such application, shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law.

13. Law Governing: The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of New Jersey.

14. Facsimile Signature: This Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which together shall constitute one and the same instrument. Any signatory hereto may indicate acceptance of this Agreement with a facsimile signature, provided that an original signature is provided to all other parties thereafter.

15. Signatures: I understand and agree to the terms of this Release. I have had sufficient opportunity to review it with counsel of my choice, and sign it knowingly and voluntarily.

Gladys Madden
Gladys Madden

Subscribed and sworn to
before me on this 4th day of June, 2009.

Michael A. Aimino, Esq.
Notary Public of the State of New Jersey
My Commission Expires: N/A
*Michael A. Aimino, Esq.
Attorney at Law of
the State of
New Jersey*

AGREED AS TO FORM:

AIMINO & DENNEN, LLC
Attorney for Plaintiff

Michael A. Aimino, Esq.
Michael A. Aimino, Esq.

ANNE MILGRAM
ATTORNEY GENERAL OF NEW JERSEY
Attorney for Defendants

Matthew Sapienza
Matthew Sapienza
Deputy Attorney General