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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

CARMEN CHAPMAN	:	CIVIL ACTION
	:	
Plaintiff,	:	
	:	
v.	:	No. 08-CV-____
	:	
BOROUGH OF LAWNSIDE, LLOYD LEWIS, JOHN CUNNINGHAM	:	JURY TRIAL DEMANDED
	:	
Defendants.	:	

COMPLAINT – JURY TRIAL DEMANDED

COMES NOW Carmen Chapman, plaintiff herein, and file this her complaint for damages as follows:

I. INTRODUCTION

1. Plaintiff Carmen Chapman, brings this action for damages against the Borough of Lawnside, Lieutenant Lloyd Lewis, and Public Safety Director John Cunningham, her employer, for irrational and arbitrary treatment in the terms and conditions of her employment, all in violation of the First and the Equal Protection Clause of the Fourteenth Amendments to the U.S. Constitution which constitute violations of 42 U.S.C. § 1983, for violations of the Equal Protection Clause of the Constitution of the State of New Jersey and for violations of the New Jersey Law Against Discrimination and state common law claims, over which this court has ancillary jurisdiction. Plaintiff seeks an award of compensatory damages against Defendants and rescission of any

discipline Plaintiff has been subjected to, back pay and equitable relief including front pay and/or reinstatement, and reimbursement for all costs and attorneys fees incurred in the prosecution of this litigation. Plaintiff also seeks punitive damages against Defendant Borough under the NJ LAD, and Defendants Cunningham and Lewis under 42 U.S.C. §1983.

II. **JURISDICTION AND VENUE**

2. This action is initiated pursuant to 42 U.S.C. § 1983. This Court may properly maintain personal jurisdiction over Defendant because Defendant' contacts with this state and this judicial district are sufficient for the exercise of jurisdiction over Defendant to comply with traditional notions of fair play and substantial justice, satisfying the standard set forth by the United States Supreme Court in *International Shoe Co. v. Washington*, 326 U.S. 310 (1945) and its progeny.

3. The United States District Court for the District of New Jersey may properly maintain original subject matter jurisdiction over the instant action pursuant to 28 U.S.C. §§ 1331 and 1343(a)(4) because it arises under the laws of the United States and seeks redress for violations of civil rights. The Court may also maintain supplemental jurisdiction over the state law claims set forth herein pursuant to 28 U.S.C. § 1367(a) and Rule 18(a) of the Federal Rules of Civil Procedure because they are sufficiently related to the claim(s) within the Court's original jurisdiction that they form part of the same case or controversy.

4. Venue is properly laid in the New Jersey District Court 28 U.S.C. §§ 1391(b)(1) and (b)(2), because all Defendants reside in and/or conduct business in this judicial district and because a substantial part of the acts and/or omissions giving rise to the claims set forth herein occurred in this judicial district. Plaintiff was working in the New Jersey District at the time of the illegal actions set forth herein.

III. **PARTIES**

5. Plaintiff, Carmen Chapman, is an adult individual residing in the County of Camden, State of New Jersey and is subject to the jurisdiction of this Court.

6. Defendant, John Cunningham, is an adult individual employed in the State of New Jersey, serves as the Director of Public Safety of the Borough of Lawnside and is subject to the jurisdiction of this Court.

7. Defendant, Lloyd Lewis, is an adult individual residing in the State of New Jersey, serves as a supervisory Lieutenant of the Police Department of the Borough of Lawnside and is subject to the jurisdiction of this Court.

8. Defendant the Borough of Lawnside is a municipal corporation and a political subdivision of the State of New Jersey and is subject to the jurisdiction of this Court.

IV. **FACTUAL BACKGROUND**

9. In September 2002, Plaintiff was appointed to the position of Police Officer by the Borough of Lawnside.

10. Plaintiff is a Hispanic female.

11. At the time of her appointment, through 2006, Plaintiff was and is Lawnside's sole female police officer.

12. Prior to her appointment, during the interview and application process, then Sergeant Lewis repeatedly made comments to Plaintiff about getting together for drinks and expressed a desire to spend time with Plaintiff, which made Plaintiff feel uncomfortable.

13. During her swearing in ceremony, Plaintiff was congratulated by members of the Borough council and the police department with handshakes. Lewis grabbed and hugged Plaintiff.

14. Plaintiff was verbally reprimanded for inappropriate contact with Lewis by then Public Safety Director George D. Pugh. Lewis was not reprimanded for the conduct.

15. Following her appointment, Plaintiff attended and successfully completed the Camden County police academy. Plaintiff's Police Training Certificate was awarded to her on February 8, 2003.

16. On or about February 14, 2003, Plaintiff assumed the duties of a police officer for the Borough of Lawnside. Plaintiff was a probationary employee for the first year of employment.

17. In April 2004, Defendant Lewis, while off-duty, was present at a shooting at which Plaintiff was one of the first responding officers.

18. At that time, Lewis ordered Plaintiff not to conduct the investigation when she arrived on the scene. Plaintiff was later instructed by her supervisor that evening to conduct the investigation, which Plaintiff did.

19. During the course of her employment, Plaintiff has been supervised by Lewis.

20. During the course of her employment, Lewis has continued to ask Plaintiff socialize outside of work, but Plaintiff always refused.

21. Since April 2004 through Plaintiff's suspension in August 2007, Lewis has engaged in a pattern of harassment against Plaintiff, including, but not limited to:

a.. Instructing the officers of the Barrington Police Department not to back up Plaintiff and her partner, should they call for backup;

b. Denying Plaintiff a light duty assignment after injury on duty;

c. Initially denying Plaintiff's request for bereavement leave and then granting said leave only after requiring Plaintiff to submit information not required of other male/non-hispanic employees' requests for bereavement leave.

d. Failing to provide Plaintiff with equipment which was required to perform her duties as a police officer;

e. Participating in or recommending discipline in the form of a Preliminary Notice of Discipline which sought the removal of Plaintiff from her appointment as a police officer in August 2006.

22. In September 2005, Plaintiff suffered a work related injury to her knees. She returned to work shortly thereafter in a light duty capacity and remained in that position until December 2005.

23. Plaintiff's light duty assignments included court appearances, crossing guard duties, investigations that did not include emergent situations and police clerical work.

24. In January 2006, Plaintiff's physician determined that Plaintiff was no longer able to work in a light duty capacity.

25. In the beginning months of 2006, Plaintiff regularly met with Lewis to provide her doctor's notes regarding the status of her disability.

26. In March 2006, Plaintiff was re-released to light duty by her doctor.

27. On or about March 9, 2006 Plaintiff provided the doctor's note to Lewis who questioned her during their meeting as to whether she had a pending complaint of harassment against him. Lewis did not give her an answer of her request for light duty at that time.

28. Based upon the conduct Lewis engaged in with respect to the Plaintiff during the preceding four years of her employment, as described in paragraphs 12, 13, and 21, a person in Lewis's position would have reasonably believed that Plaintiff had a claim against him for harassment.

29. Plaintiff denied having a complaint pending against Lewis but Lewis told her he was denying her request for light duty any way on May 13, 2006.

30. On May 5, 2006, Cunningham began serving as the Director of Public Safety for the

Borough of Lawnside.

31. Immediately following his appointment, Cunningham treated Plaintiff differently than other officers in the police department by engaging in the following conduct:

a.. Reviewing Plaintiff's personnel file to examine her history of work-related injuries;

b. Interviewing the adjusters, investigators and attorneys for the workers' compensation carrier;

c. Ordering Sgt. Plenty to write reports on his knowledge of each and every injury Plaintiff had sustained during her four years on the force;

d. Reviewing and researching state law to determine a basis to remove Plaintiff from her appointment;

32. At no time did Cunningham interview Plaintiff to determine her status or to obtain information from her about her work-related injuries.

33. In May 2006, Plaintiff had surgery on her right knee as a result of her work injury.

34. On July 30, 2006, Defendant discontinued paying Plaintiff's salary.

34. On August 6, 2006, without warning, while Plaintiff remained on full work restrictions, Cunningham issued a Preliminary Notice of Discipline to Plaintiff suspending her from duty effective August 15, 2006 with the intent to remove on the basis of her inability to return to work as a police officer.

35. The disciplinary notice was based upon Cunningham's determination that Plaintiff was unfit for duty due to her inability to return to work.

36. Thereafter on August 9, 2006, the Notice was served on Plaintiff by officers of the Defendant at her home, at which time she was required to relinquish her Borough keys, service

weapon, badge and Borough identification.

37. On August 15, 2006, Plaintiff's physician released her to perform desk duty and to allow her to train and qualify with her service weapon.

38. Defendant again refused to accommodate Plaintiff's disability and refused to return her to work.

39. Following the Borough's refusal to reinstate Plaintiff, Plaintiff was released to return to her full duties on September 4, 2006.

40. Once again, the Borough refused, without rational or legitimate basis, to return Plaintiff to her duties as a police officer.

41. Plaintiff's period of disability due to the work injury was approximately nine months.

42. The Borough's policy provides employees with medical leave of absence up to one year, with extensions as granted by the Borough.

43. The Borough did not provide Plaintiff with one year of leave before it instituted its disciplinary action.

44. In 2000, the Borough provided a male police officer, Timothy Israel, with one year paid leave for a work related injury. Following his leave, Officer Israel was returned to his regular duties without any discipline.

45. Following the Borough's unreasonable refusal to reinstate Plaintiff, her doctor recommended a surgery to repair Plaintiff's left knee, which was performed in October 2006.

46. Once again, following a period of recuperation, Plaintiff was released to return to full duty on June 5, 2007.

47. Again the Borough refused, without rational or legitimate basis, to reinstate Plaintiff to her duties as a police officer.

48. Rather than reinstate Plaintiff, the Borough required the Plaintiff to submit to a psychological evaluation, an independent medical evaluation and to return to the police academy as a recruit.

49. At all times, Plaintiff maintained a Police Training Certificate, which qualifies Plaintiff to serve as a police officer.

50. A Police Training Certificate ("PTC") expires only after a police officer has not served in that capacity for a period of three years or more.

51. At all times Plaintiff's PTC was valid.

52. Defendant could have sent Plaintiff to the Academy for training, but not with recruit status.

53. Sending Plaintiff to the Police Academy as a recruit was designed to humiliate and harass Plaintiff, since Plaintiff could not be awarded a second PTC.

54. Officer Israel, who was on leave for a full year, was not required to return to the police academy.

COUNT I
VIOLATION OF PLAINTIFF'S RIGHT TO
EQUAL PROTECTION UNDER THE FOURTEENTH AMENDMENT
CLASS OF ONE
AGAINST DEFENDANT CUNNINGHAM
42 U.S.C § 1983

55. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

56. Plaintiff has been treated differently in the terms and conditions of her employment than other similarly situated employees.

57. The discipline Plaintiff has been subjected to was motivated by Defendant Cunningham's ill will towards Plaintiff and is irrational and arbitrary and not based upon enforcement of a legitimate governmental objective. Defendant's ill will and malice toward Plaintiff was generated

in part by Plaintiff's work-related injuries which resulted in a disability.

58. There is no rational or legitimate basis for disciplining Plaintiff with a suspension with the intent to remove where she was unable to return to work due to her disability.

59. There was no rational or legitimate basis for refusing to reinstate Plaintiff on September 4, 2006 when she was cleared to return to work without restriction.

60. There was no rational or legitimate basis for requiring Plaintiff to submit to a psychological evaluation once she was cleared to return to work following her second surgery, where Plaintiff had no history of a psychological injury.

61. There was no rational or legitimate basis for sending Plaintiff to the police academy as a recruit when she held a valid PTC.

62. As a result of Defendant's actions, Plaintiff has suffered pecuniary losses, and emotional pain and suffering, as set forth herein.

63. Defendant's actions as complained of above were willful, wanton, malicious, and/or were made in reckless disregard of plaintiff's civil rights and plaintiff is entitled to receive an award of punitive damages.

64. Defendant Cunningham's actions, as complained of above, were taken under color of state law.

65. Defendant Cunningham's actions were taken with deliberate indifference to plaintiff's well established rights under the law. Defendant Lewis knew or should have known that his actions of twice refusing to reinstate Plaintiff to her police officer duties, denying Plaintiff light duty assignments, denying Plaintiff a full one leave, sending plaintiff back to the police academy as a recruit and in subjecting Plaintiff to psychological testing were illegal and not reasonable under the law as established at the time he took said action. His action therefore constituted a violation of

plaintiff's rights to equal protection under the law and results in liability under 42 U.S.C. § 1983.

WHEREFORE, plaintiff respectfully requests that this court enter a judgment in her favor:

- (a) awarding her back pay, front pay and/or reinstatement;
- (b) awarding her compensatory damages;
- (c) awarding her punitive damages;
- (d) awarding her attorneys fees and costs of this action: and
- (e) granting other such relief as the Court deems necessary and appropriate.

COUNT II
VIOLATION OF PLAINTIFF'S RIGHT TO FREE SPEECH
FIRST AMENDMENT -RETALIATION
42 USC §1983
AGAINST DEFENDANT LEWIS IN HIS INDIVIDUAL CAPACITY

66. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

67. Defendant Lewis denied Plaintiff's request for light duty in May 2006, after expressing his concern that Plaintiff had filed a charge of harassment against him.

68. Defendant's refusal to grant Plaintiff light duty, as she had been granted in the past, was motivated, in whole or in part, by Defendant's concern that Plaintiff had complained about his conduct and treatment.

69. Defendant Lewis's actions, as complained of above, were taken under color of state law.

70. Defendant Lewis's actions were taken with deliberate indifference to plaintiff's well established rights under the law. Defendant Lewis knew or should have known that his action of denying light duty to plaintiff in retaliation for engaging in protected activity was illegal and not reasonable under the law as established at the time he took said action. His action therefore constituted a violation of plaintiff's rights under the First Amendment to the U.S. Constitution and results in liability under 42 U.S.C. § 1983.

71. Plaintiff suffered damages as a direct result of Defendant's unlawful actions, including lost pay and emotional distress.

72. Defendant's actions as complained of above were willful, wanton, malicious, and/or were made in reckless disregard of plaintiff's civil rights and plaintiff is entitled to receive an award of punitive damages.

WHEREFORE, plaintiff respectfully requests that this court enter a judgment in her favor:

- (a) awarding her back pay, front pay and/or reinstatement;
- (b) awarding her compensatory damages;
- (c) awarding her punitive damages;
- (d) awarding her attorneys fees and costs of this action: and
- (e) granting other such relief as the Court deems necessary and appropriate. .

COUNT III
AGAINST THE BOROUGH OF LAWNSIDE
NEW JERSEY LAW AGAINST DISCRIMINATION
GENDER DISCRIMINATION
N.J.S.A.10:5-1 et seq.

73. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

74. The Plaintiff is a member of a class of persons who are female and as such are protected from discrimination under the NJ LAD.

75. Defendant has intentionally discriminated against Plaintiff in the terms and conditions of her employment subjecting to disparate treatment on the basis of gender which is proscribed by the LAD.

76. As a direct result of defendant's discriminatory conduct, Plaintiff has suffered pecuniary losses, and emotional pain and suffering, as set forth herein.

77. Defendant's actions as complained of above were willful, wanton, malicious, and/or were

made in reckless disregard of plaintiff's rights and plaintiff is entitled to receive an award of punitive damages.

WHEREFORE, plaintiff respectfully requests that this court enter a judgment in her favor:

- (a) awarding her back pay;
- (b) awarding her compensatory damages;
- (c) awarding her punitive damages;
- (d) awarding her attorneys fees and costs of this action: and
- (e) granting other such relief as the Court deems necessary and appropriate.

COUNT IV
AGAINST THE BOROUGH OF LAWNSIDE
NEW JERSEY LAW AGAINST DISCRIMINATION
DISABILITY DISCRIMINATION

78. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

79. As a result of her injuries, Plaintiff was a person with a disability, or in the alternative, was perceived to have a disability.

80. Plaintiff is a member of a class of persons who are handicapped and as such is protected from discrimination under the NJ LAD.

81. Defendant has intentionally discriminated against Plaintiff in the terms and conditions of her employment by

- a. refusing to accommodate Plaintiff and assign her to light duty work.
- b. disciplining Plaintiff based on her disability or in the alternative, Defendant's perception of her as disabled;
- c. suspending Plaintiff with the intent to remove her from her appointment;
- d. ordering Plaintiff to undergo psychiatric evaluation;
- e. ordering Plaintiff to return to the police academy as a recruit.

82. Defendant treated other similarly situated employees more favorably.

83. As a direct result of defendant's discriminatory conduct, Plaintiff has suffered pecuniary losses, and emotional pain and suffering, as set forth herein.

84. Defendant's actions as complained of above were willful, wanton, malicious, and/or were made in reckless disregard of plaintiff's rights and plaintiff is entitled to receive an award of punitive damages.

WHEREFORE, plaintiff respectfully requests that this court enter a judgment in her favor:

- (a) awarding her back pay;
- (b) awarding her compensatory damages;
- (c) awarding her punitive damages;
- (d) awarding her attorneys fees and costs of this action: and
- (e) granting other such relief as the Court deems necessary and appropriate.

COUNT V
VIOLATION OF 14TH AMENDMENT RIGHT TO EQUAL PROTECTION UNDER 42
U.S.C § 1983 AGAINST DEFENDANT BOROUGH OF LAWNESIDE

85. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

86. As a municipality organized under the laws of the State of New Jersey the Borough of Lawneside's actions were taken under color of state law.

87. Defendant Borough of Lawneside maintains a policy, practice, custom or procedure of preventing female police officers from receiving medical leave benefits including modified duty assignments and additionally in disciplining them for taking medical leave benefits on the basis of their gender.

88. Defendant Borough of Lawneside's policy, practice, custom or procedure as set forth

in the preceding caused, or directly resulted in the failure to allow plaintiff to work in a light duty status as well as discipline for taking medical leave as set forth herein.

89. By preventing plaintiff from receiving medical leave benefits as set forth herein which actions were based upon her gender, Defendant Borough of Lawnside violated Plaintiff's right to Equal Protection as guaranteed by the Fourteenth Amendment to the U.S. Constitution.

90. Defendant Borough of Lawnside engaged in the aforesaid discriminatory practices with malice and/or reckless indifference to Plaintiff's federally-protected right to be free from employment discrimination based on her gender in violation of 42 U.S.C. § 1983.

91. As a result of Defendant's actions, Plaintiff has suffered pecuniary losses, and emotional pain and suffering, as set forth herein.

WHEREFORE, Plaintiff prays that this Court enter an order providing that:

- a. Defendant is to compensate Plaintiff, reimburse Plaintiff, and make Plaintiff whole for any and all pay and benefits Plaintiff would have received had it not been for all Defendant's illegal actions, including but not limited to back pay, front pay, salary, pay increases, bonuses, insurance, benefits, training, promotions, reinstatement, and seniority;
- b. Plaintiff is to be awarded actual damages, as well as damages for the pain, suffering, and humiliation caused by all Defendant's actions;
- c. Plaintiff is to accorded other equitable and legal relief as the Court deems just;
- d. Plaintiff is to awarded the costs and expenses of this action and reasonable attorney's fees and as provided by applicable federal and state law;

COUNT VI
VIOLATION OF 14TH AMENDMENT RIGHT TO EQUAL PROTECTION UNDER 42
U.S.C § 1983 AGAINST DEFENDANT CUNNINGHAM
IN HIS INDIVIDUAL CAPACITY

92. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

93. As the Director of Public Safety for the Borough of Lawnside all of John Cunningham's actions as taken toward plaintiff as described herein were taken under color of state law.

94. By preventing plaintiff from receiving medical leave benefits and from returning to her duties as a police officer on the basis of her gender, as set forth in paragraphs 19-28, Defendant Cunningham violated Plaintiff's right to Equal Protection as guaranteed by the Fourteenth Amendment to the U.S. Constitution.

95. As a result of Defendant's actions, Plaintiff has suffered pecuniary losses, and emotional pain and suffering, as set forth herein.

96. Defendant John Cunningham's actions as complained of above were willful, wanton, malicious, and/or were made in reckless disregard of plaintiff's civil rights and plaintiff is entitled to receive an award of punitive damages.

WHEREFORE, Plaintiff prays that this Court enter an order providing that:

- a. Defendant is to compensate Plaintiff, reimburse Plaintiff, and make Plaintiff whole for any and all pay and benefits Plaintiff would have received had it not been for all Defendant's illegal actions, including but not limited to back pay, front pay, salary, pay increases, bonuses, insurance, benefits, training, promotions, reinstatement, and seniority;
- b. Plaintiff is to be awarded actual damages, as well as damages for the

pain, suffering, and humiliation caused by all Defendant's actions;

c. Plaintiff is to be awarded punitive damages as permitted by applicable law, in an amount believed by the trier of fact to be appropriate to punish Defendant Cunningham for his reckless, willful, deliberate, and malicious conduct;

d. Plaintiff is to accorded other equitable and legal relief as the Court deems just;

e. Plaintiff is to awarded the costs and expenses of this action and reasonable attorney's fees and as provided by applicable federal and state law;

PLEASE TAKE NOTICE that demand is hereby made by the Plaintiff for a Trial by Jury as to all issues of this cause of action.

Dated:

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<p>CARMEN CHAPMAN</p> <p>Plaintiff,</p> <p>v.</p> <p>BOROUGH OF LAWNSIDE, LLOYD LEWIS, JOHN CUNNINGHAM</p> <p>Defendants.</p>	<p>UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY CAMDEN VICINAGE CIVIL NO. 08-cv-1695</p> <p>Civil Action</p> <p>SETTLEMENT AGREEMENT AND GENERAL RELEASE</p>
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This Settlement Agreement and General Release (hereinafter "this Agreement") entered into and by and among Carmen Chapman (or "Plaintiff"), Releasor, and the Borough of Lawnside ("Borough of Lawnside" or "Defendant"), Releasee, collectively known as "the Parties."

Whereas, Carmen Chapman, as Plaintiff, filed a Complaint against Releasees in the United States District Court For the District of New Jersey, Camden Vicinage, entitled *Carmen Chapman v. Borough of Lawnside, Lloyd Lewis, John Cunningham* bearing Civil Action Docket Number 08-cv-1695, and has asserted claims against Releasee; and,

Whereas, the Parties wish to settle all controversies among them involving Plaintiff, including Plaintiff's claims bearing Docket No. 08-cv-1695, and any and all

a

related claims which could have been asserted, whether they are presently known or unknown, except claims for retroactive pay to which Chapman may be entitled pursuant to her collective bargaining agreement and for paid time off accruing up through the date of separation.

Whereas, Releasee denies each and every allegation made by Plaintiff, and enter into this agreement for reasons other than the merits of Plaintiff's claims; and,

Whereas, Plaintiff agrees that the merits of her claims against Releasee are disputed and have not been adjudicated by any Court.

Now, and for the consideration of the agreements, covenants, and conditions herein contained, the adequacy and sufficiency of which is expressly acknowledged by the Parties hereto, the Parties agree as follows:

1. **SETTLEMENT PAYMENTS.**

- After RELEASOR's execution and presentation of the attached Release and Stipulation of Dismissal with Prejudice, plaintiff shall be paid the total amount of Three Hundred and Fifty Thousand dollars (\$350,000.00), which includes \$100,000.00 for attorneys' fees and costs which payment shall constitute consideration for the execution of this agreement and any other documents necessary to resolve and compromise this matter, with finality and with prejudice. Counsel for Releasor shall provide Releasee with a duly executed and completed form W-9.
 - a. Releasee take no position on the allocation of the settlement amount, which represents a global settlement of all claims presented and which

could have been presented. All prayers for relief are dismissed in consideration for the sum tendered. This release includes any and all claims for pain and suffering, emotional distress, medical conditions and symptoms resulting from emotional distress, psychological damages, lost wages, attorneys fees and costs. Plaintiff will not seek further compensation from the Borough of Lawnside for these claims in any forum. Plaintiff hereby agrees to be responsible for any and all liens arising out of this matter.

- b. Plaintiff agrees that, but for this Settlement Agreement and General Release, she would not be entitled to the aforesaid payment.
- c. The settlement amount shall be paid by Releasee in the form of a check or checks payable to "Carmen Chapman and The Vigilante Law Firm, her attorney."
- d. No payment shall be released without an executed Release and Settlement Agreement and signed Stipulation of Dismissal with Prejudice for the matter bearing Docket No.08-cv-1695.
- e. Time is of the essence. Within seven (7) days of the date Releasor executes this agreement, but in no event later than October 19, 2009, payment set forth in paragraph a. of this section shall be delivered to counsel for Releasor, The Vigilante Law firm, P.C.

2. **DISMISSAL OF ACTION.**

Plaintiff understands and agrees that counsel for Releasees will file with the

United States District Court For the District of New Jersey, Camden Vicinage, an executed Stipulation of Dismissal with prejudice not later than the date on which Releasor executes this agreement. The Parties understand and agree that the terms of the aforesaid Dismissal are expressly incorporated by reference within the Settlement Agreement and General Release as if fully set forth herein.

Plaintiff has agreed to execute a voluntary stipulation of dismissal as to all claims against Public Safety Director John Cunningham and Lieutenant Lloyd Lewis set forth in the United States District Court For the District of New Jersey, Camden Vicinage, entitled *Carmen Chapman v. Borough of Lawnside, Lloyd Lewis, John Cunningham* bearing Civil Action Docket Number 08-cv-1695. This condition may be satisfied upon delivery to the court of a letter from Releasor's counsel requesting a dismissal under Local Civil Rule 41.1(b). Releasee agrees to withdraw the Notice of Preliminary Discipline, dated August 7, 2006.

3. **RELEASE.**

In consideration for the payment and other consideration provided for in this agreement, Plaintiff, personally and for her estate and/or her heirs, waives, releases, and gives up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that she may have against the Borough of Lawnside and any and all of their officers, officials, employees (present and former), and their respective successors and assigns, heirs, executors and legal or personal representatives, based upon any act, event, or omission of any kind occurring before the execution of this Agreement, including, but not limited to, any claim that was asserted or could

have been asserted under any federal and/or state statutes, regulations and/or common law, expressly including but not limited to any potential claim relating to the following (including any amendments thereto):

- a. The National Labor Relations Act;
- b. Title VII of the Civil Rights Act of 1964;
- c. Sections 1981 through 1988 of Title 42 of United States Code;
- d. The Employment Retirement Income Security Act of 1974;
- e. The Immigration Reform Control Act;
- f. The Americans with Disabilities Act;
- g. The Age Discrimination in Employment Act of 1967;
- h. The Fair Labor Standards Act;
- i. The Occupational Safety and Health Act;
- j. The Family and Medical Leave Act of 1993;
- k. The Equal Pay Act;
- l. The New Jersey Law Against Discrimination;
- m. The New Jersey Minimum Wage Law;
- n. The Equal Pay Law for New Jersey;
- o. The New Jersey Worker Health and Safety Act;
- p. The New Jersey Family Leave Act;
- q. The New Jersey Conscientious Employee Protection Act;
- r. Any anti-retaliation provision of any statute or law;
- s. Any other federal, state or local, civil or human rights law or any other

local, state or federal law, regulation or ordinance, any provision of any federal or state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs), except claims for retroactive pay to which Chapman may be entitled pursuant to her collective bargaining agreement and for paid time off accruing up through the date of separation.

Plaintiff Carmen Chapman hereby expressly agrees to a lateral transfer by the Borough of Lawnside pursuant to Civil Service Intergovernmental Transfer program. Releasor agrees to use her best efforts to secure employment with another civil service law enforcement agency and Releasee agrees that it will execute any and all documentation necessary to effectuate a lateral transfer within fourteen (14) calendar days of its receipt of such documentation. Releasor shall have until December 31, 2009 to secure an offer of employment under the Civil Service Intergovernmental Transfer Program. As of the date of Releasor's receipt of the settlement proceeds, Releasor's employment status with Releasee shall be "approved leave of absence" without pay and without medical benefits. Releasor shall remain on approved unpaid leave of absence until the date of a lateral transfer or the date she receives a new job offer or the date of her resignation, which ever occurs first. Releasor's medical benefits shall cease the day she receives the settlement proceed in this matter. In the event that Releasor has not obtained a lateral transfer or any other employment by December 31, 2009, Releasor agrees that she will resign her employment with the Borough of Lawnside. Releasor has executed a letter of resignation

which shall be held in escrow by Releasee's attorney until December 31, 2009, at which time it shall be submitted to Releasee if Releasor has not obtained new employment or a lateral transfer. Following receipt of the resignation, Releasee shall take whatever steps are necessary in the ordinary course of civil service to process the resignation. Carmen Chapman hereby expressly agrees that she will never seek or accept any type of employment in any capacity with the Borough of Lawnside at all times now and in the future whether by appointment, selection, election or otherwise, this includes any type of re-employment guaranteed by civil service under the Intergovernmental Transfer Program. Plaintiff will not seek re-employment or return to employment with the Borough of Lawnside now or in the future. Plaintiff will not seek reinstatement or re-employment during the unpaid leave of absence period.

4. **NO CLAIMS PERMITTED/COVENANT NOT TO SUE.**

Plaintiff waives her right to file any charge or complaint on her own behalf, to participate as a complainant, a plaintiff or a charging party in any charge or complaint, or to collect damages as a result of any charge or complaint which may be made by any other person or organization on her behalf, with respect to anything which has happened up to the execution of this Agreement, before any federal, state or local court or administrative agency against Releasees except as such waiver is prohibited by law.

5. **CONFIDENTIALITY.**

The parties agree not to discuss or divulge any of the terms of this settlement with anyone except as provided by law. The parties agree that all copies of confidential

psychological records related to this matter shall be sealed by the attorneys for the parties.

6. **DEFENSE/INDEMNIFICATION.**

Releasor agrees to defend Releasees in any action brought by any source as a result of Releasor's allocation of the settlement amount and to indemnify and hold Releasee's harmless from any judgment, penalty, fine or other financial assessment against Releasees's stemming from such action.

Releasor's counsel shall provide Releasee's counsel with any and all judgement searches required by law, including, but not limited to child-support Orders.

7. **NOTICE TO FUTURE EMPLOYER**

In the event Carmen Chapman seeks future employment with another employer, the Borough of Lawnside agrees to refer all inquiries to the Administrator for the Borough of Lawnside to confirm dates of employment and position held;

8. **NO ADMISSION OF LIABILITY.**

It is expressly understood that neither the execution of this agreement, nor any other action taken by Releasee in conjunction with Plaintiff's alleged claims or this settlement, constitute admission by Releasee of any violation of any law, duty or obligation and that Releasees specifically deny any liability to Plaintiff or to any other person.

9. **ENTIRE AGREEMENT.**

This Agreement contains the sole and entire Agreement between the Parties.

Plaintiff represents and acknowledges that, prior to executing this Agreement, she consulted with her attorney and that she has had ample time to do so, and that she

obtained the advice of her counsel prior to making the decision to execute this Agreement, and that she has not relied upon any representation or statement not set forth in this Agreement made by any other party hereto, or their counsel or representatives, with regard to the subject matter of this Agreement.

No other promises or agreements shall be binding unless in writing, signed by the Parties hereto, and expressly stated to represent an amendment to this Agreement.

10. **SEVERABILITY.**

The Parties agree that if any Court declares any portion of this Agreement unenforceable, the remaining portion or portions shall be fully enforceable.

Plaintiff hereby understands and agrees that she has sought and received the advice of her attorney prior to executing this Agreement, and that she has had ample time to do so and that she knowingly and voluntarily has decided to settle her claims against Releasee after thoroughly reviewing this Agreement with her attorney.

Carmen Chapman, Plaintiff and Releasor

[Handwritten signature]

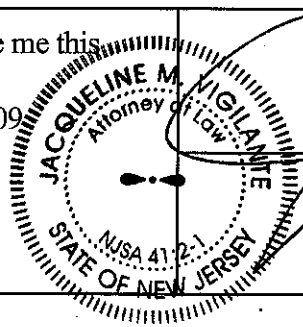
STATE OF NEW JERSEY :

: SS

COUNTY OF GLOUCESTER :

Sworn to and subscribed before me this

8 day October of 2009



[Handwritten signature]

Linda A. Galella, Esq., Preparer *attorney for Borough*