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SUPERIOR COURT OF N.J.  
CUMBERLAND COUNTY  
LAW DIVISION

JUL 17 2009

REC'D & FILED  
CIVIL CASE  
MANAGEMENT OFFICE

JENNIFER GENTILE,

Plaintiff,

vs.

CITY OF MILLVILLE, MILLVILLE  
POLICE DEPARTMENT, and JOHN  
DOES 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
CUMBERLAND COUNTY

DOCKET NO. L-701-09

Civil Action

COMPLAINT

The plaintiff, Jennifer Gentile, residing at 2560 Valhalla Road, Vineland, Cumberland County, New Jersey 08361, says by way of complaint against the defendants the following:

1. The plaintiff, Jennifer Gentile, resides at 2560 Valhalla Road, Vineland, Cumberland County, New Jersey 08361.
2. The defendant, City of Millville, is a municipal corporation of the State of New Jersey, with an address of 12 South High Street, Millville, New Jersey 08332.
3. The defendant, Millville Police Department, is a public police department organized under Title 40 of the New Jersey Statutes, with a principal place of business at 12 South High Street, Millville, New Jersey 08332.
4. The defendants, John Does 1-10, being fictitious names, are individuals and business entities that employed the plaintiff at all relevant times, participated in the harassment set forth below,

and had control over the plaintiff's working conditions.

5. The plaintiff was employed as a police officer by the defendants.

6. Beginning on or about July 3, 2007, when the plaintiff moved to the day shift from the night shift she suffered from repeated humiliating and degrading sexual harassment at the hands of her co-workers, including members of upper management (collectively, "co-workers").

7. The plaintiff requested a promotion to the detective bureau and started in that position on or about August 13, 2007.

8. The aforementioned co-workers would make sexual comments about her breasts and what they desired to do to her sexually.

9. A member of upper management would make sexual comments to the plaintiff and state that he has always wanted to "get in her pants."

10. At the end of one of the plaintiff's shifts, the same member of upper level management took the plaintiff into a room alone and requested a "referral" for a breast augmentation.

11. On another occasion, a male dispatcher told the plaintiff he would "bend her over and f--- the s--- out of her."

12. By the end of August 2007, the plaintiff would basically hide in her office to avoid contact with the harassing co-workers. She started taking the elevator to the basement to enter and leave the building in order to further avoid contact with these co-workers, who had control over her duties, schedule, and work conditions.

13. The plaintiff complained about the inappropriate sexual harassment to the then Chief of Police, and he in turn told her to go confront one of the other members of management who had directly harassed her.

14. On August 30, 2007, the plaintiff requested to be removed from the detective bureau and be put back on 11:00 pm to 7:00 am shift. Although this is a less desirable shift, the plaintiff saw this as the only way to continue to be employed while minimizing contact with her harassers.

15. The Millville City Administrator agreed to investigate the plaintiff's complaint, but to date she has received no relief.

**COUNT I:**  
**HOSTILE WORK ENVIRONMENT**

16. The plaintiff repeats each of the foregoing assertions as if fully set forth herein.

17. The conduct of which the plaintiff complains would not have occurred but for the fact that she is a woman.

18. The conduct of which the plaintiff complains was pervasive to the extent that the plaintiff's conditions of employment were altered, and her working environment was intimidating, hostile, and abusive.

19. Upper management employees of the defendants knew or should have known of the aforementioned harassment and failed to take effective or remedial measures to stop it.

20. The defendants delegated to the aforementioned co-workers the authority to control the plaintiff's working environment, and those co-workers abused that authority to create a hostile work environment as aforementioned.

21. The defendants were negligent in that they failed to take reasonable steps to keep the aforementioned harassment from occurring in the following manners:

a. The defendants did not have in place a well publicized and enforced anti-harassment policies.

- b. The defendants did not have effective formal or informal complaint structures.
- c. The defendants did not have in place anti-harassment training programs; and
- d. The defendants did not have in place sexual harassment monitoring mechanisms.

WHEREFORE, the plaintiff respectfully demands judgment against the defendants for compensatory and punitive damages, together with attorney's fees, costs of suit, pre- and post-judgment interest, and such other and further relief the court deems just and proper.

**COUNT II:**  
**LAW AGAINST DISCRIMINATION**

- 22. The plaintiff repeats each of the foregoing assertions as if fully set forth herein.
- 23. The defendants, through their employees, discriminated against the plaintiff based upon her sex by subjecting her to the aforementioned hostile environment because she is a woman.
- 24. The plaintiff at all relevant times was performing her job at a level that met or should have met the defendants' legitimate expectations.
- 25. The plaintiff was nevertheless returned to shift duty from the detective bureau.
- 26. The plaintiff was harassed under circumstances as aforementioned that give rise to an inference of discrimination under the Law Against Discrimination.

WHEREFORE, the plaintiff respectfully requests judgment against the defendant for compensatory and punitive damages, together with attorney's fees, costs of suit, pre- and post-

judgment interest, and such other and further relief the court deems just and proper.

HOFFMAN ♦ DIMUZIO

By: James M. Carter  
JAMES M. CARTER, ESQUIRE  
Attorney for Plaintiff

Date: July 16, 2009

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to New Jersey Court Rule 4:25-4, James M. Carter, Esquire, is designated as trial counsel for the plaintiff, Jennifer Gentile, in the above referenced matter.

HOFFMAN ♦ DIMUZIO

By: James M. Carter  
JAMES M. CARTER, ESQUIRE  
Attorney for Plaintiff

Date: July 16, 2009

**DEMAND FOR TRIAL BY JURY**

The plaintiffs hereby demand a trial by jury of all issues.

HOFFMAN ♦ DIMUZIO

By: James M. Carter  
JAMES M. CARTER, ESQUIRE  
Attorney for Plaintiff


Date: July 16, 2009

**CERTIFICATION OF NO OTHER ACTION**

Pursuant to New Jersey Court Rule 4:5-1, it is stated that the matter in controversy is the not the subject of any other action pending in any other court or of a pending arbitration proceeding to the best of our knowledge or belief. Also, to the best of our belief, no action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading, we know of no other parties which would be joined in the above-action. In addition, we recognize the continuing obligation of each party to file and serve on all parties and the court an amended certification if there is a change in the facts stated in the original certification.

**HOFFMAN ♦ DIMUZIO**

By:

  
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JAMES M. CARTER, ESQUIRE  
Attorney for Plaintiff

Date: July 16, 2009

**GENERAL RELEASE**  
**and**  
**COVENANT NOT TO SUE**

1. **The Parties.** The parties to this General Release and Covenant Not to Sue (hereinafter sometimes referred to as the "Agreement") are Jennifer Gentile and her heirs, executors, administrators, assigns and representatives (hereinafter collectively referred to as Releasor) and City of Millville and Millville Police Department, and all of their insurance carriers, attorneys, agents, servants, employees, directors, officers, administrators, assigns and representatives (hereinafter collectively referred to as Releasees).

WHEREAS, Releasor filed a complaint against Releasees in the Superior Court of New Jersey, Civil Division, Cumberland Vicinage, entitled Jennifer Gentile v. City of Millville; Millville Police Department; and John Does 1-10 bearing Civil Action Number CUM-L-701-09; and,

WHEREAS, Releasor asserted claims in connection with alleged events occurring during the employment of Releasor with the City of Millville; and,

WHEREAS, Releasor and Releasees have settled all controversies by and between and among them which were brought, or which may have been brought in litigation or otherwise as of the effective date of

this Release, which effective date is the date when this Release is signed by Releasor; and,

WHEREAS, Releasor and Releasees acknowledge that the merits of any controversy in dispute or which may have been disputed by or between or among them as of the effective date of this Release have not been fully adjudicated; and,

WHEREAS, Releasor specifically acknowledges that no Releasee admits to any liability, fault or blame; and,

WHEREAS, Releasor and Releasees acknowledge that there is sufficient reason to conclude this matter fully and finally, to avoid the continuing cost, delay and distraction of litigation;

NOW, THEREFORE, IT HAS BEEN AGREED, AND IT IS AGREED, THAT for, and in consideration of, the specific agreements, covenants, and conditions contained herein, the adequacy and sufficiency of which is hereby expressly acknowledged by the Releasor and Releasees, it is specifically agreed as follows:

2. **No Admission.** Releasor specifically acknowledges and understands and agrees that Releasees deny each and every allegation of wrongdoing made by Releasor including but not limited to those currently pending in the Superior Court of New Jersey, Law Division, Cumberland Vicinage entitled Jennifer Gentile v. City of



Millville; Millville Police Department; and John Does 1-10 bearing Civil Action Number CUM-L-701-09; and, that Releasees specifically deny any claims by Releasor for hostile work environment, sexual harassment, retaliation or violation of the New Jersey Law Against discrimination (hereinafter sometimes referred to as the "NJLAD").

Releasor understands and agrees that this General Release and Covenant Not to Sue shall not, in any way, be construed or considered as an admission or statement against interest by any Releasee of any guilt, wrongdoing or non-compliance with any Federal, State, or local law, or any contractual agreement.

3. **Releasor's Representations and Warranties.** Releasor hereby represents and warrants to Releasees that:

- a. **Read Agreement.** Releasor has read this Release in its entirety.
- b. **Discussions with Counsel.** Releasor has been advised to discuss and has had the opportunity to discuss all aspects of the Release with an attorney and Releasor has in fact discussed all aspects of this General Release and Covenant Not to Sue with an attorney and Releasor fully understands all provisions and the legal and practical effect of the same and Releasor has had sufficient time to consider all aspects of this General Release and Covenant Not to Sue.
- c. **Voluntary Acts.** This General Release and Covenant and Not to Sue is executed by the Releasor on a completely voluntary basis without any coercion of any kind, and with full knowledge and understanding of its contents.

- d. **No Reliance.** In signing this General Release and Covenant Not to Sue Releasor is not relying in any way on any statement, representation, or promise made by Releasee except as specifically set forth in this General Release and Covenant Not to Sue.
  - e. **No Assignment of Transfer.** Releasor has not assigned or transferred or purported to assign or transfer, any claim covered by this General Release and Covenant Not to Sue, or any portion thereof, or any interest therein, to any person or entity.
  - f. **Binding Effect.** This General Release and Covenant Not to Sue and each and every provision thereof is valid and binding upon the Releasor and enforceable against Releasor.
  - g. **Taxes.** In the event taxes or penalties are assessed upon any portion of the payment by Releasees to Releasor pursuant to this General Release and Covenant Not to Sue, Releasor specifically agrees that Releasor will pay when due the appropriate taxing authority and any and all taxes and penalties which Releasor may owe because Releasor received any sum paid by Releasees to Releasor under this General Release and Covenant Not to Sue.
4. **Release of Specific Claims.** In exchange for the promises made by and between Releasor and Releasees, herein, Releasor:
- a. agrees to the dismissal with prejudice, and without any award of costs or attorneys' fees, of the Complaint filed in the matter of Jennifer Gentile v. City of Millville; Millville Police Department and John Does 1-10 bearing Civil Action Number CUM-L-701-09; and, Releasor agrees to the dismissal with prejudice and/or withdrawal with prejudice of any complaint filed in any other forum.
  - b. agrees to unconditionally and irrevocably discharge and release any and all Releasees of and from any and all claims, known or unknown, that Releasor has, or may have had, against any Releasee as of the date of execution

of this General Release and Covenant Not to Sue, including but not limited to any and all claims which were set forth or which could have been set forth in Jennifer Gentile v. City of Millville; Millville Police Department and John Does 1-10 bearing Civil Action Number CUM-L-701-09, including but not limited to any alleged violation of:

- The National Labor Relations Act;
- Title VII of the Civil Rights Act;
- The Civil Rights Act of 1991;
- §§1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act;
- The Fair Credit Reporting Act;
- The Americans with Disabilities Act;
- The Rehabilitation Act;
- The Age Discrimination in Employment Act;
- Executive Order 11246;
- The Fair Labor Standards Act;
- The Occupational Safety and Health Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- Worker Adjustment and Retraining Notification Act;
- The New Jersey Law Against Discrimination;
- The New Jersey Family Leave Act;
- The New Jersey State Wage and Hour Law;
- The New Jersey Conscientious Employee Protection Act;
- The New Jersey Equal Pay Law;
- The New Jersey Occupational Safety and Health Laws;
- The New Jersey Smokers' Rights Law;
- The New Jersey Genetic Privacy Act;
- New Jersey Laws regarding Political Activities of Employees, Lie Detector Tests, Jury Duty, Employment Protection, Consumer Reports, Discrimination; and, any other federal, state, or local civil rights law or any other local, state, or federal law, regulation or ordinance;
- The New Jersey Civil Rights Act;
- Any public policy, contract (express, written or implied), tort, or common law claim;
- Any agreement for vacation, sick or personal leave pay or payment pursuant to any practice, policy, handbook,

manual, Collective Bargaining Agreement, or contract of the City of Millville;

- Any grievance under any Collective Bargaining Agreement; or,
- Any allegation for entitlement to fees, costs, or other expenses, including attorneys' fees.

5. **General Release of Claims.** In consideration of the promises and actions by Releasees described herein, Releasor has released, and forever discharged Releasees of and from all and every manner of judgment, action, cause, suit, debt, grievance, sum of money owed, account, reckoning, bond, bill, collective bargaining claim, covenant, contract, controversy, agreement damage, claim, execution and demand of every type whatsoever in law or in equity, which Releasor ever had, or now has, against any Releasee, for anything that has happened up until now, including but not limited to any claims arising out of the employment of Releasor with City of Millville, including but not limited to any claim for severance pay, back pay, grievance of any type, compensatory damages, punitive damages, or other compensation arising out of the employment relationship between Releasor and City of Millville; and, including but not limited to any claims arising under the Age Discrimination in Employment Act, the Older Workers' Benefit Protection Act, Title VII of the Civil Rights Act of 1964, the Rehabilitation Act, ERISA, the Americans with Disabilities Act, New Jersey statutory or common

law, including but not limited to the Conscientious Employee Protection Act [N.J.S.A. 34:19-1, *et seq.*], and the New Jersey Law Against Discrimination [N.J.S.A. 10:5-1, *et seq.*]

6. **Releasor Consideration.** Releasor specifically agrees to:

- a. release and give up, in accord with this General Release and Covenant Not to Sue, any and all claims, demands, actions, and causes of action that Releasor has now, or may hereafter have, for any and all personnel action(s), grievance(s), unemployment compensation benefits, disability compensation benefits, public employees retirement system disability retirement, workers' compensation benefits, violation(s) of any administrative code, rule or regulation; and,
- b. release and give up any and all claim(s) and right(s), including any and all claims for litigation expenses, attorneys' fees, or court fees, or other fees related to litigation which Releasor had, or may have had, against any Releasee for anything which has happened up to now by or between Releasor and any Releasee and Releasor specifically agrees to execute a Stipulation of Dismissal with Prejudice as may be required; and,
- c. take any and all steps necessary to effectuate the dismissal of any action filed by Releasor against any Releasee in the Superior Court of New Jersey, or any action(s) filed by Releasor against any Releasee or any other forum for any other claim of Releasor against Releasees; and,
- d. satisfy any and all lien(s) related to any and all claim(s) made by Releasor against any Releasee; and,
- e. indemnify, defend, and hold each and every Releasee harmless from and against any and all claim(s) made, or action(s) filed against any Releasee for payment of any and all lien(s) related to any claim(s) made by Releasor against any Releasee; and,

- f. not file any claim(s) or lawsuit(s) or action(s) of any kind or type for any benefits or damages against any Releasee for anything which may have occurred during the course of Releasee's employment with City of Millville, and Releasor will take any and all necessary action(s) to effectuate the dismissal and the withdrawal with prejudice of any charge(s), complaint(s), or cause(s) of action against any Releasees in any court, proceeding, tribunal, or other forum; and,
- g. indemnify and hold harmless any Releasee for any and all claim(s) that may be assessed, levied, or otherwise charged against any Releasee by any taxing authority, or governmental authority, for any charge, assessment or levy for additional taxes, fees, penalties, or allegedly on account of any obligation of Releasor for any state or federal income taxes, withholding taxes, or employee FICA taxes, allegedly arising as a result of any sum(s) to be paid to Releasor to this General Release and Covenant Not to Sue; and,
- h. cooperate fully and execute any and all supplemental documents, and take any additional action(s) that may be necessary or appropriate to give full force and effect to this General Release and Covenant Not to Sue.

7. **City of Millville Consideration.** In exchange for the promises made by Releasor, and the execution by Releasor of this General Release and Covenant Not to Sue, and the execution by Releasor of any document, record, order, affidavit, or other writing necessary to effectuate dismissal of any claim(s) made by Releasor against any Releasee, Releasees agree to pay to Releasor the sum of One Hundred Thousand Dollars (\$100,000.00), inclusive of all attorney's fees and costs.

8. **Consultation with Counsel.** Releasor represents and acknowledges that, prior to executing this General Release and Covenant Not to Sue, Releasor consulted with her attorney, Releasor had ample time to consult with her attorney, Releasor is satisfied with the services of the attorney and Releasor obtained the advice of her attorney prior to making a decision to execute this General Release and Covenant Not to Sue and that Releasor did not rely upon any representation or statement which is not set forth in this General Release and Covenant Not to Sue.

9. **Acknowledgments.**

By executing this General Release and Covenant Not to Sue the Releasor acknowledges:

- (a) Reading the entire General Release and Covenant Not to Sue;
- (b) Understanding the entire General Release and Covenant Not to Sue and that by executing the same important rights are given up;
- (c) Agreeing with everything in the General Release and Covenant Not to Sue;
- (d) That the General Release and Covenant Not to Sue was negotiated by attorneys for the Releasor with the knowledge and consent of Releasor;

12. **Governing Law.**

This General Release and Covenant Not to Sue shall be governed and conformed in accord with the laws of the State of New Jersey.

13. **Severability.**

In the event that any provision contained in this General Release and Covenant Not to Sue is declared invalid, illegal, or unenforceable by any court of competent jurisdiction and in the event any portion of the General Release and Covenant Not to Sue cannot be modified to be enforceable, then any unenforceable provision shall become null and void leaving the remainder of this General Release and Covenant Not to Sue in full force and effect.

14. **Evidence.**

This General Release and Covenant Not to Sue shall not be used as evidence in any other action or proceeding, other than as evidence in a proceeding by and between and among Releasor and Releasees to enforce the terms of this General Release and Covenant Not to Sue.



IN WITNESS WHEREOF, Jennifer Gentile has hereunto set her hand.

Dated: 2/22/10

Jennifer A. Gentile  
Jennifer Gentile

STATE OF NEW JERSEY :  
COUNTY OF Gloucester : SS

I certify that on the 22<sup>nd</sup> day of February, 2010, Jennifer Gentile, personally came before me and acknowledged under oath, to my satisfaction, that she

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his act and deed.

**ANNETTE ELIZABETH SIMPSON  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES FEB 25, 2016**

Anette Elizabeth Simpson  
Notary Public, State of New Jersey  
My Commission Expires: