

Our File Number: 1077.00
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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN VICINAGE

	:	
JENNIFER M. VANDEGRIFT,	:	
	:	
Plaintiff,	:	CIVIL ACTION NO.:
	:	
v.	:	
	:	
	:	
WILLIAM J. BOWEN, the CITY OF	:	COMPLAINT AND JURY DEMAND
MARGATE, and John Does, one or more,	:	
	:	
Defendants.	:	

Jennifer M. Vandegrift states by way of complaint as follows:

I. PARTIES

1. Plaintiff Jennifer M. Vandegrift is a single person who is a citizen of the District and State of New Jersey residing in the Township of Mays Landing in Atlantic County, New Jersey.

2. Defendant, William J. Bowen, is an individual who is a citizen of the District and State of New Jersey residing in the Township of Egg Harbor in Atlantic County, New Jersey.

3. Defendant City of Margate is a municipal corporate body which is a citizen of the District and State of New Jersey with a principal place of business located at 1 S. Washington Avenue, Margate, New Jersey 08402.

4. Defendants John Does, one or more, are currently unidentified members and officer of the City of Margate Police Department, or other City officials, who had the responsibility of training, supervising and disciplining defendant Bowen while he was employed by the City of Margate.

II. JURISDICTION AND VENUE

5. This court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and 42 U.S.C. §1983. The court has additional and supplemental jurisdiction based upon 28 U.S.C. § 1367.

6. Venue in this matter is properly before this court pursuant to 28 U.S.C. § 1391(a).

III. COMMON FACTS

7. On or about June 7, 2005 in the City of Margate, County of Atlantic, State of New Jersey, Plaintiff was operating a motor vehicle, when she was stopped by William J. Bowen (“Bowen”), then a sergeant of the City of Margate Police Department.

8. During the course of the stop, Bowen asked Petitioner for her telephone number, asked her out on a date and asked her to remove and give him her undergarments. Petitioner felt coerced to give him her telephone number but evaded his request for her undergarments by saying she was not wearing any.

9. Bowen released her from custody despite the fact that Petitioner was visibly intoxicated. Petitioner was later arrested for driving under the influence by members of the Ocean City Police Department.

10. On or about June 8, 2006, Petitioner received a telephone call from a person who identified himself as “Joe”. The caller said that he had gotten her telephone number that evening, and Bowen was the only person who had obtained her telephone number that evening.

Bowen was later identified as the caller. Bowen, using raw and graphic language, told Petitioner that he wanted to have sex with her, that he thought it was “hot” that she did not wear underwear, and that he wanted to have oral sex with her. Petitioner terminated the telephone call.

11. Bowen telephoned the Petitioner on June 9, 2005 at 8:30 a.m., shortly after he had completed his late night shift (12:00 a.m. to 8:00 a.m.).

12. Petitioner initially believed that Bowen was a member of the Ocean City Police Department and through counsel filed a Notice of Tort Claim in which she alleged intentional violations of her civil rights and the infliction of emotional distress. Since the incident Petitioner has received treatment for emotional problems directly and proximately caused by Bowen’s conduct.

13. The Cape May County Prosecutor conducted an investigation which revealed that the incident occurred in Margate. Petitioner cooperated with the City of Margate’s investigations, which led to the filing of administrative charges against Bowen.

14. The City of Margate appointed the Honorable Richard A. Williams, J.S.C. (Ret.) as a hearing officer. Judge Williams, after hearing the evidence, which included Petitioner’s testimony, recommended Bowen’s termination. This recommendation was accepted by the City of Margate and Bowen was terminated from the force. Bowen appealed his termination to the Department of Personnel’s Merit System Board which transferred the matter to the Office of Administrative Law. On the date of the hearing the City of Margate and Bowen entered into an agreement whereby Bowen was permitted to resign from the police department but would not seek reinstatement with the department.

IV. CAUSES OF ACTION

FIRST COUNT BOWEN-DEPRIVATION OF RIGHTS PURSUANT TO 42 U.S.C. §1983

15. Plaintiff repeats the allegations contained in Paragraphs 1 through 14 as if repeated in full herein.

16. At all times relevant herein, Defendant Bowen was a government employee acting under color of state law. By assaulting the plaintiff, invading her privacy and inflicting emotional distress, Bowen violated plaintiff's rights under the First, Fourth, and Fourteenth Amendments to the United States Constitution. As a direct and proximate result to this conduct, Plaintiff has sustained harm in the form of past and continuing emotional distress.

17. Defendant Bowen's conduct was done deliberately, maliciously and is especially egregious and warrants the imposition of punitive or exemplary damages.

WHEREFORE, Plaintiff Jennifer M. Vandegrift demands judgment against the Defendant William J. Bowen for damages at law, punitive damages, reasonable attorney's fees and costs and interest as provided by law.

SECOND COUNT CITY OF MARGATE-DEPRIVATION OF RIGHTS PURSUANT TO 42 U.S.C. §1983 (Failure to Respond to, investigate or act upon Complaints of Sexual Misconduct)

18. Plaintiff repeats the allegations contained in Paragraphs 1 through 17 as if repeated in full herein.

19. The Defendant City of Margate, had a custom, practice or policy of failing to adequately respond to, investigate and act upon complaints of sexual misconduct by police department personnel, either directly or through deliberate indifference to the violation of the constitutional rights of female citizens.

20. This custom, practice or policy of the Defendant City of Margate directly and proximately resulted in the violation of Plaintiff's constitutional rights and caused her to suffer damages in the form of emotional distress.

WHEREFORE, Plaintiff Jennifer M. Vandegrift demands judgment against the Defendant City of Margate for damages at law, reasonable attorney's fees and costs and interest as provided by law.

**THIRD COUNT
CITY OF MARGATE-DEPRIVATION OF
RIGHTS PURSUANT TO 42 U.S.C. §1983 (Inadequate
Hiring and Training Procedures)**

21. Plaintiff repeats and incorporates the allegations contained in Paragraphs 1 through 20 as if set forth in full herein.

22. The hiring and training practices of the City of Margate were inadequate in that the Defendant City, acting through its police and civilian administrators, knew or should have known that sexual misconduct by police officers employed in patrol duty functions was conducted on a frequent and repetitive basis, that the wrongful actions of officers against female citizens was conducted in a manner and against those individuals who were (a) unlikely to complain or (b) were unlikely to be believed and (c) that little or no administrative or disciplinary sanctions would be brought against officers who sexually intimidated, harassed or assaulted female citizens.

23. This knowledge of the prevalence and nature of sexual misconduct by police officers created a duty on the part of the City of Margate to take adequate steps and measure to hire, train and supervise patrol officers in order to prevent the violation of the constitutional rights of female citizens.

24. The failure of the City of Margate to take adequate steps to hire, train and supervise patrol officers was deliberately indifferent to the rights of female citizens and was a direct and proximate cause of the violation of Plaintiff Jennifer M. Vandegrift's constitutional rights and her subsequent emotional distress.

WHEREFORE, Plaintiff Jennifer M. Vandegrift demands judgment against the Defendant City of Margate for damages at law, reasonable attorney's fees and costs and interest as provided by law.

**FOURTH COUNT
DEFENDANTS JOHN DOES, One or More –
DEPRIVATION OF RIGHTS PURSUANT TO
42 U.S.C. §1983 (Inadequate
Supervision and Training)**

25. Plaintiff repeats and incorporates the allegations contained in Paragraphs 1 through 24 as if set forth in full herein.

26. Defendants John Does, one or more, are currently unidentified members and officer of the City of Margate Police Department, or other City officials, who had the responsibility of training, supervising and disciplining defendant Bowen while he was employed by the City of Margate.

27. These defendants knew or should have known of Defendant Bowen's history or propensity to commit acts of sexual misconduct against female citizens and demonstrated deliberate indifference or tacit authorization of such conduct and failed to take sufficient remedial action to deter Bowen and to protect female citizens from his unconstitutional conduct.

28. The failure of the defendants to take sufficient remedial action was a direct and proximate cause of the violation of Plaintiff Jennifer M. Vandegrift's constitutional rights and her subsequent emotional distress.

WHEREFORE, Plaintiff Jennifer M. Vandegrift demands judgment against the Defendant City of Margate for damages at law, reasonable attorney's fees and costs and interest as provided by law.

**FIFTH COUNT
BOWEN-VIOLATION OF N.J.S.A. 10:5-12**

29. Plaintiff repeats and incorporates the allegations contained in Paragraphs 1 through 28 as if set forth in full herein.

30. The City of Margate Police Department is a place of public accommodation as defined by New Jersey's Law Against Discrimination, *N.J.S.A.* 10:5-4, which provides that all persons shall have the opportunity to ... obtain all of the accommodations, advantages, facilities, and privileges of any place of public accommodation ... without discrimination because of ... sex ... “

31. Defendant Bowen was an agent and/or employee of the City of Margate Police Department at all times relevant to this action. In that capacity Bowen violated *N.J.S.A.* 10:5-12 which provides that “[i]t shall be unlawful discrimination ... for any ... agent, or employee of any place of public accommodation directly or indirectly to refuse, withhold from or deny any person any of the accommodations, advantages, facilities or privileges thereof, or to discriminate against any person in the furnishing thereof ... on account of the [person's] ... sex.”

32. Bowen's sexual misconduct towards Plaintiff, based solely upon her sex and gender, constituted unlawful discrimination in violation of the aforesaid statutory provisions.

33. As a direct and proximate cause of Defendant Bowen's discriminatory conduct Plaintiff has sustained injuries.

34. Defendant Bowen's conduct was done deliberately, maliciously and is especially egregious and warrants the imposition of punitive or exemplary damages.

WHEREFORE, Plaintiff Jennifer M. Vandegrift demands judgment against the Defendant William J. Bowen for damages at law, punitive damages, reasonable attorney's fees and costs and interest as provided by law.

**SIXTH COUNT
CITY OF MARGATE-VIOLATION OF N.J.S.A. 10:5-4**

35. Plaintiff repeats and incorporates the allegations contained in Paragraphs 1 through 34 as if set forth in full herein.

36. Defendant City of Margate of Police Department is a place of public accommodation as defined by New Jersey's Law Against Discrimination, *N.J.S.A. 10:5-1 et seq.*

37. Defendant City of Margate failed to adequately train, supervise and discipline Defendant Bowen and other police officers who engaged in acts of sexual misconduct towards members of the public based upon sex. Additionally, the Defendant City of Margate failed to implement practices, procedures and policies that would deter its police employees from discriminating based upon sex.

38. As direct and proximate result of the failure of the Defendant City of Margate to take appropriate and necessary actions to prevent Bowen's acts of discrimination and sexual misconduct, Plaintiff has sustained injuries.

WHEREFORE, Plaintiff Jennifer M. Vandegrift demands judgment against the Defendant City of Margate for damages at law, punitive damages, reasonable attorney's fees and costs and interest as provided by law.

**SEVENTH COUNT
BOWEN-VIOLATION OF
NEW JERSEY CONSTITUTION, ART. I, ¶ 1.**

39. Plaintiff repeats and incorporates the allegations contained in Paragraphs 1 through 38 as if set forth in full herein.

40. The conduct of Defendant Bowen violated the provisions of Art. I, ¶ 1 of the New Jersey Constitution, which, *inter alia*, provides guarantees of equal protection and the right to privacy and personal integrity.

41. As a direct and proximate cause of Defendant Bowen's improper and illegal conduct, Plaintiff Jennifer M. Vandegrift's constitutional rights were violated and she sustained compensable damages.

42. Defendant Bowen's conduct was done deliberately, maliciously and is especially egregious and warrants the imposition of punitive or exemplary damages.

WHEREFORE, Plaintiff Jennifer M. Vandegrift demands judgment against the Defendant William J. Bowen for damages at law, punitive damages, reasonable attorney's fees and costs and interest as provided by law.

**EIGHTH COUNT
CITY OF MARGATE-VIOLATION OF
NEW JERSEY CONSTITUTION, ART. I, ¶ 1.**

43. Plaintiff repeats and incorporates the allegations contained in Paragraphs 1 through 42 as if set forth in full herein.

44. The conduct of Defendant Bowen violated the provisions of Art. I, ¶ 1 of the New Jersey Constitution, which, *inter alia*, provides guarantees of equal protection and the right to privacy and personal integrity.

45. Defendant City of Margate failed to adequately train, supervise and discipline Defendant Bowen and other police officers who engaged in acts of sexual misconduct towards members of the public based upon sex and in violation of the provisions of the New Jersey Constitution. Additionally, the Defendant City of Margate failed to implement practices,

procedures and policies that would deter its police employees from discriminating based upon sex and violating the provisions of the New Jersey Constitution.

46. As direct and proximate result of the failure of the Defendant City of Margate to take appropriate and necessary actions to prevent Bowen's acts of discrimination and sexual misconduct in violation of the New Jersey Constitution, Plaintiff Jennifer M. Vandegrift's constitutional rights were violated and she sustained compensable damages.

WHEREFORE, Plaintiff Jennifer M. Vandegrift demands judgment against the Defendant City of Margate for damages at law, punitive damages, reasonable attorney's fees and costs and interest as provided by law.

**NINTH COUNT
BOWEN-VIOLATION OF NEW JERSEY
CIVIL RIGHTS ACT, N.J.S.A 10-6-1 et seq.**

47. Plaintiff repeats and incorporates the allegations contained in Paragraphs 1 through 46 as if set forth in full herein.

48. The conduct of Defendant Bowen violated Plaintiff's civil rights in violation of the provisions of the New Jersey Civil Rights Act, *N.J.S.A.* 10-6 *et seq.*

49. As a direct and proximate result of Defendant Bowen's violations of her civil rights, Plaintiff Jennifer M. Vandegrift has sustained injuries and damages at law.

50. Defendant Bowen's conduct was done deliberately, maliciously and is especially egregious and warrants the imposition of punitive or exemplary damages.

WHEREFORE, Plaintiff Jennifer M. Vandegrift demands judgment against the Defendant William J. Bowen for damages at law, punitive damages, reasonable attorney's fees and costs and interest as provided by law.

TENTH COUNT
CITY OF MARGATE-VIOLATION OF NEW
JERSEY CIVIL RIGHTS ACT, N.J.S.A. 10-6 *et seq.*

51. Plaintiff repeats and incorporates the allegations contained in Paragraphs 1 through 50 as if set forth in full herein.

52. The conduct of Defendant Bowen violated the provisions of the New Jersey Civil Rights Act, *N.J.S.A. 10-6 et seq.*

53. Defendant City of Margate failed to adequately train, supervise and discipline Defendant Bowen and other police officers who engaged in acts of sexual misconduct towards members of the public based upon sex and in violation of the provisions of the New Jersey Constitution and other laws providing civil rights to female citizens. Additionally, the Defendant City of Margate failed to implement practices, procedures and policies that would deter its police employees from discriminating based upon sex and violating the provisions of the New Jersey Constitution and other laws providing civil rights to female citizens.

54. As direct and proximate result of the failure of the Defendant City of Margate to take appropriate and necessary actions to prevent Bowen's acts of discrimination and sexual misconduct in violation of the New Jersey Constitution and other laws providing civil rights to female citizens, Plaintiff Jennifer M. Vandegrift's civil rights were violated and she sustained compensable damages.

WHEREFORE, Plaintiff Jennifer M. Vandegrift demands judgment against the Defendant City of Margate for damages at law, punitive damages, reasonable attorney's fees and costs and interest as provided by law.

**ELEVENTH COUNT
BOWEN-TORT-ASSAULT**

55. Plaintiff repeats and incorporates the allegations contained in Paragraphs 1 through 54 as if set forth in full herein.

56. Defendant Bowen unlawfully and inappropriately touched and assaulted the Plaintiff, from which the Plaintiff sustained injuries.

57. Defendant Bowen's conduct was done deliberately, maliciously and is especially egregious and warrants the imposition of punitive or exemplary damages.

WHEREFORE, Plaintiff Jennifer M. Vandegrift demands judgment against the Defendant William J. Bowen for damages at law, punitive damages, reasonable attorney's fees and costs and interest as provided by law.

**TWELFTH COUNT
BOWEN-TORT-INFLECTION OF EMOTIONAL DISTRESS**

58. Plaintiff repeats and incorporates the allegations contained in Paragraphs 1 through 57 as if set forth in full herein.

59. Defendant Bowen unlawfully inflicted emotional distress upon the Plaintiff.

WHEREFORE, Plaintiff Jennifer M. Vandegrift demands judgment against the Defendant William J. Bowen for damages at law, punitive damages, reasonable attorney's fees and costs and interest as provided by law.

BARRON, BAKER & POSTERNOCK, L.L.P.
Attorneys for Plaintiff, Jennifer M. Vandegrift

By: /s/Thomas M. Barron
THOMAS M. BARRON

Dated: June 5, 2007

JURY DEMAND

PLAINTIFF DEMANDS A JURY TRIAL ON ALL ISSUES.

CERTIFICATION OF PENDING ACTIONS

The undersigned certifies that there are no other actions, arbitrations or other proceedings pending or contemplated involving the parties or issues herein and that all necessary parties have been joined in this action.

/s/Thomas M. Barron
Thomas M. Barron

Dated: June 5, 2007

SETTLEMENT AGREEMENT AND MUTUAL RELEASES

This Settlement Agreement with Mutual Releases, [consisting of ten (10) pages] dated _____, is given by, between and among Jennifer M. Vandegrift, William J. Bowen, the City of Margate and William J. Bowen and the Atlantic County Municipal Joint Insurance Fund.

I. PREAMBLE

WHEREAS, Jennifer M. Vandegrift commenced a Civil Action on or about June 12, 2007, against William J. Bowen and the City of Margate which came to be captioned in the United States District Court for the District of New Jersey-Camden as Docket Number 07-2623; and

WHEREAS, William J. Bowen filed a Third-Party Complaint against the Atlantic County Municipal Joint Insurance Fund on January 30, 2009 which came to be captioned in the United States District Court for the District of New Jersey-Camden as Docket Number 07-2623; and

WHEREAS, Jennifer M. Vandegrift also filed a Complaint in the Superior Court of New Jersey, Burlington County Law Division under Docket No. BUR-L-3007-08; and

WHEREAS, without making any admission of liability and/or other concessions, and for the purpose of avoiding the expense and distraction of further litigation, Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund desire to resolve their differences amicably and to settle and dispose of all claims, counterclaims, crossclaims, third-party complaints and/or potential claims as more specifically set forth hereunder:

NOW, THEREFORE, Jennifer M. Vandegrift, William J. Bowen and the City of Margate and William J. Bowen and the Atlantic County Municipal Joint Insurance Fund intending to be legally bound, hereby agree to the terms and conditions set forth below.

II. FULL AND FINAL RELEASE

1. The parties incorporate the language of the Preamble as if set forth herein at length.
2. Jennifer M. Vandegrift, William J. Bowen, the City of Margate and the Atlantic County Municipal Joint Insurance Fund in return for good, valuable and mutual consideration set forth herein, intending to be legally bound and to legally bind their, his, her and/or its representative(s), executor(s), administrator(s) and assignee(s), hereby release and forever discharge their, his, her and/or its claim(s), counterclaim(s), crossclaim(s) and/or third-party claim(s) against one another and their respective representative(s), agent(s), officer(s), director(s) commissioner(s), servant(s) and employee(s) from any and all causes of action, claims and/or demands of every type, whether known or unknown, sustained or allegedly sustained, presented or which may have been presented by anyone and/or all of them arising from or in any way connected with any of the matters alleged by anyone or more of them in the civil action filed in the United States District Court for the District of New Jersey, Camden, under Docket Number

07-2623 entitled Jennifer M. Vandegrift v. William J. Bowen and the City of Margate, and William J. Bowen v. Atlantic County Municipal Joint Insurance Fund and in the cause of action filed in the Superior Court of New Jersey, Burlington County Law Division under Docket No. BUR-L-3007-08.

3. Jennifer M. Vandegrift, William J. Bowen, the City of Margate and the Atlantic County Municipal Joint Insurance Fund, in return for the good, valuable and mutual consideration acknowledged herein, intending to be legally bound for themselves, their representative(s), administrator(s), successor(s) and/or assignee(s) hereby release and forever discharge one another from any and all causes of action, claims and demands on account of, or in any way connected with, the allegations raised in the civil action filed in the United States District Court for the District of New Jersey, Camden, under Docket Number 07-2623 and in the cause of action filed in the Superior Court of New Jersey, Burlington County Law Division under Docket No. BUR-L-3007-08; and, it is specifically understood and agreed that this is a full, final and general release of any and all separate defenses, counterclaims, third-party claims which might have been asserted by Jennifer M. Vandegrift, William J. Bowen, the City of Margate and the Atlantic County Municipal Joint Insurance Fund, and this Settlement Agreement with Mutual Releases includes, but is not in any way limited to, a release by Jennifer M. Vandegrift and William J. Bowen of any and all claims which they might have had and/or presented for anything that has happened up until now including in full satisfaction of all claims against the Defendants and each other for any and all personal injury, compensatory damages, attorneys' fees and disbursements, known or unknown, asserted or unasserted, including but not limited to claims for emotional distress, pain and suffering, legal or equitable relief, any statutory claim, any common law claim, any contract claim whether express, implied, written, or oral, and all costs of this litigation incurred by any party, either directly or indirectly.

III. DISMISSAL OF THE UNITED STATES DISTRICT COURT LAWSUIT AND SUPERIOR COURT OF NEW JERSEY LAWSUIT

1. The entire United States District Court lawsuit, filed in the United States District Court for the District of New Jersey-Camden, under Docket Number 07-2623 entitled Jennifer M. Vandegrift v. William J. Bowen and the City of Margate, and William J. Bowen v. Atlantic County Municipal Joint Insurance Fund shall be dismissed with prejudice as a condition of Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund, entering into and executing this Settlement Agreement with Mutual Releases. The entire Superior Court lawsuit filed in the Superior Court of New Jersey, Burlington County Law Division under Docket No. BUR-L-3007-08 entitled Jennifer M. Vandegrift v. William J. Bowen, the City of Margate and Atlantic County Joint Insurance Fund shall be dismissed with prejudice as a condition of Jennifer M. Vandegrift, William J. Bowen, the City of Margate and the Atlantic County Municipal Joint Insurance Fund entering into and executing this Settlement Agreement with Mutual Releases. It is agreed that Jennifer M. Vandegrift, William J. Bowen, the City of Margate and the Atlantic County Municipal Joint Insurance Fund agree to take any and all steps necessary to effectuate the foregoing dismissals, including but not limited to the filing of Stipulations of Dismissal with Prejudice. Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund agree that each party shall bear its, his, her and/or their own costs including but

not limited to attorneys' fees, witness' fees, expert fees, and/or other expenses which were incurred in the prosecution and/or defense of the Civil Action filed in the United States District Court for the District of New Jersey-Camden Vicinage, under Docket Number 07-2623 entitled Jennifer M Vandegrift v. William J. Bowen and the City of Margate, and William J Bowen v. Atlantic County Municipal Joint Insurance Fund, and in defense of the lawsuit filed in the Superior Court of New Jersey, Burlington County Law Division under Docket No. BUR-L-3007-08 entitled Jennifer M. Vandegrift v. William J. Bowen, the City of Margate and Atlantic County Joint Insurance Fund.

IV. ADEQUATE CONSIDERATION AND DENIAL OF LIABILITY

1 Jennifer M Vandegrift will be paid a total of **\$125,000.00** (One Hundred Twenty-Five Thousand Dollars) in full satisfaction of all claims including but not limited to personal injury, compensatory damages, attorneys' fees, and disbursements, known or unknown, asserted or unasserted, including but not limited to claims for emotional distress, pain and suffering, legal or equitable relief, lost benefits, punitive damages, for all other statutory claims, all common law claims, legal fees, and any costs of this action. The sum of One Hundred and Twenty-Five Thousand Dollars shall be paid as follows:

- (a) **\$108,058.19** (One Hundred Eight Thousand, Fifty Eight Dollars and Nineteen Cents) in the form of a check made payable to Jennifer M. Vandegrift and her attorneys, Barron & Posternock LLP, on behalf of the City of Margate, by and through its insurer, Atlantic County Municipal Joint Insurance Fund and;
- (b) **\$6,941.81** (Six Thousand, Nine Hundred Forty One Dollars and Eighty One Cents) in the form of a check made payable to Jennifer M Vandegrift and her attorneys, Barron & Posternock LLP, on behalf of the City of Margate, by and through its insurers, Municipal Excess Liability Joint Insurance Fund (MELJIF). This payment and the settlement of this matter are contingent upon the approval of the MELJIF, whose next meeting is scheduled for September 29, 2009; and,
- (b) **\$10,000.00** (Ten Thousand) in the form of a check made payable to Jennifer M. Vandegrift and her attorneys, Barron & Posternock LLP, by William J Bowen.

2. Jennifer M. Vandegrift agrees that she will not seek anything further, including but not limited to any other payment from William J. Bowen, the City of Margate, the Atlantic County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund. Jennifer M. Vandegrift shall be paid the **\$125,000.00** in consideration for making this release within thirty (30) days of receipt of the fully executed Settlement Agreement with Mutual Releases by all parties. The consideration acknowledged by the Defendants/Third-Party Defendants in this matter is a complete dismissal of any claims of Plaintiff or cross-claims of the other Defendants.

3. William J. Bowen agrees that he will not seek anything further, including but not limited to any payment or reimbursement for attorney's fees from the City of Margate, the Atlantic County Municipal Joint Insurance Fund or from Plaintiff, which were either incurred by

him or by a union for him. If any such claim for attorney's fees owed is made by any entity on behalf of William J. Bowen, William J. Bowen agrees to hold harmless and indemnify the City of Margate, the Atlantic County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund, and agrees to defend or pay for the defense of the City of Margate, the Atlantic County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund in any such action.

4. Jennifer M. Vandegrift agrees to be responsible for all applicable taxes, if any, as a result of the receipt of the settlement sum of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00). Jennifer M. Vandegrift agrees to indemnify and defend the parties and hold the parties harmless for all taxes, penalties, and interest, withholding or otherwise, for which the parties may subsequently be found liable as a consequence of having paid the settlement sum of One Hundred and Twenty-Five Thousand Dollars (\$125,000.00) or any part thereof, pursuant to this Settlement Agreement with Mutual Releases.

5. Jennifer M. Vandegrift shall notify the parties, within thirty (30) days, in writing and via certified mail, return receipt requested, of any IRS notification, assessment, or concerns related to taxes which may be alleged to be owed. It is expressly agreed that if William J. Bowen, the City of Margate and the Atlantic County Municipal Joint Insurance Fund and Municipal Excess Liability Joint Insurance Fund are required to provide payments for taxes or interest or penalties to any taxing authority, Jennifer M. Vandegrift shall reimburse William J. Bowen, the City of Margate, Atlantic County Municipal Joint Insurance Fund and Municipal Excess Liability Joint Insurance Fund for such payments made to any such taxing authority within ten (10) days after being notified, in writing, via certified mail, return receipt requested, that it has incurred such liability.

6. This is a complete agreement by which the parties intend to be legally bound. Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund, agree and acknowledge that they have each accepted payment of good, valuable and mutual consideration, by between, and among one another, as a full, complete, final and binding compromise of all claims which were made or which could have been made in the Civil Action filed in the United States District Court for the District of New Jersey-Camden, under Docket Number 07-2623 entitled Jennifer M. Vandegrift v. William J. Bowen and the City of Margate, and William J. Bowen v. Atlantic County Municipal Joint Insurance Fund and in the lawsuit filed with the Superior Court of New Jersey, Burlington County Law Division under Docket No. BUR-L-3007-08 entitled Jennifer M. Vandegrift v. William J. Bowen, the City of Margate and Atlantic County Joint Insurance Fund or as otherwise set forth in this agreement.

7. It is further agreed that payment of any good, valuable and/or mutual consideration shall not be considered an admission of liability and/or wrongdoing by any party or parties. Instead, the parties have entered into this Settlement Agreement with Mutual Releases solely to avoid the time, expense and continuing distraction of further litigation.

8. Jennifer M. Vandegrift agrees not to make any disparaging statements or remarks about William J. Bowen, the City of Margate or the personnel of the City of Margate, its

insurance carriers or third-party administrators including but not limited to current employees and/or former employees of the City of Margate. William J. Bowen agrees not to make any disparaging statements or remarks about Jennifer Vandegrift, the City of Margate or the personnel of the City of Margate, its insurance carriers or third-party administrators including but not limited to current employees and/or former employees of the City of Margate

V. DRAFTING OF DOCUMENT AND RELIANCE

1. This Settlement Agreement with Mutual Releases has been negotiated by Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund, through their respective counsel. It is warranted, represented and agreed that this document has been completely read and that all of the terms of this document have been discussed with the individual party's legal counsel. Additionally, it is warranted, represented and agreed that the terms of this Settlement Agreement with Mutual Releases are fully understood and voluntarily accepted for the purpose of making a full and final compromise of any and all claims as set forth and described above in this Agreement.

2. Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund understand that this Settlement Agreement with Mutual Releases precludes further litigation by, between and/or among "the Parties" concerning the claims which have been more fully described above in this Agreement, and for anything that has happened up until now involving these parties.

VI. COVENANTS NOT TO SUE

1. Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund covenant and agree not to commence or prosecute any action, charge and/or claim against one another in any action, charge and/or proceeding, in any manner, whether or not now known, based upon any one or more of the allegations which was included or which could have been set forth in the lawsuit filed in the United States District Court for the District of New Jersey-Camden, under Docket Number 07-2623, or the Complaint in the Superior Court of New Jersey, Burlington County Law Division under Docket No. BUR-L-3007-08, or as otherwise set forth above in this Agreement.

VII. LIENS

1. Jennifer M. Vandegrift hereby certifies that no liens exist against the proceeds of this settlement that are being paid or that if any liens do exist, they will be paid in full, or compromised and released by Jennifer M. Vandegrift from the amount stated in paragraph IV of this Settlement Agreement with Mutual Releases. If a lien exists which is not satisfied as required by this Settlement Agreement with Mutual Releases, and a claim is made by anyone to enforce that lien, Jennifer M. Vandegrift agrees to pay that lien in full. This is intended to include all liens, including but not limited to attorney's liens, child support liens, medical provider liens, Medicare and Medicaid liens, worker's compensation liens, all statutory or common law liens, and judgment liens. Jennifer M. Vandegrift's attorney has investigated the

existence of such liens and Jennifer M. Vandegrift is making this statement based upon information known to her and/or supplied to her by her attorney. Therefore, Jennifer M. Vandegrift's attorney and Jennifer M. Vandegrift agree to indemnify, defend and hold harmless William J. Bowen, the City of Margate, the Atlantic County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund harmless in connection with any claims made against them by reason of liens against the proceeds of this settlement. In the event a claim is hereafter made against William J. Bowen, the City of Margate, the Atlantic County Municipal Joint Insurance Fund of the Municipal Excess Liability Joint Insurance Fund by anyone seeking payment of liens, Jennifer M. Vandegrift and her attorney will indemnify, defend and hold harmless William J. Bowen, the City of Margate, the Atlantic County Municipal Joint Insurance Fund and the Municipal Excess Liability Joint Insurance Fund for any money spent in paying any such liens and/or defending against such a claim, including but not limited to attorney's fees, costs of suit, and interest.

VIII. WHO IS BOUND

1. Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund are bound by this Settlement Agreement with Mutual Releases. Anyone who succeeds to their rights and responsibilities, and all heirs, executors, and administrators. It is specifically understood that all of the terms and conditions of this Settlement Agreement with Mutual Releases are for the benefit of, and are binding upon, Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund their heirs, and anyone else who succeeds to their rights and responsibilities.

IX. ENTIRE AGREEMENT

1 This Settlement Agreement with Mutual Releases contains the entire agreement between Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund with regard to the matters set forth herein. There are no other understandings and/or agreements, verbal or otherwise, by, between and/or among the parties, except those set forth herein.

2. This Settlement Agreement with Mutual Releases may not be modified, except upon written consent of Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund wherein specific reference is made to this Settlement Agreement with Mutual Releases.

3 Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund, agree that they have been given a reasonable period of time to consider the terms of this Settlement Agreement with Mutual Releases. Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund acknowledge that they have reviewed the terms of this Settlement Agreement with Mutual Releases and the effect of signing said Agreement with legal counsel of their own choosing.

X. FULL COOPERATION.

1. Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund, agree to cooperate fully and execute any and all supplemental documents and to take any additional action that may be necessary or appropriate to give full force and effect to the terms of this Settlement Agreement with Mutual Releases, including, but not limited to, the dismissal with prejudice of the United States District Court for the District of New Jersey-Camden, under Docket Number 07-2623 and the lawsuit filed in the Superior Court of New Jersey, Burlington County Law Division under Docket No. BUR-L-3007-08.

2. The two separate checks for settlement in the amount of One Hundred and Eight Thousand, Fifty Eight Dollars and Nineteen Cents (\$108,058.19) to be paid by the City of Margate, through its insurers, Atlantic County Municipal Joint Insurance Fund and Municipal Excess Liability Joint Insurance Fund, and the check for settlement in the amount of Six Thousand Nine Hundred and Forty One Dollars and Eighty One Cents (\$6,941.81) Ten Thousand Dollars (\$10,000.00) to be paid by William J. Bowen, will be forwarded to the attorney for Jennifer M. Vandegrift within ten (10) days from the date Barker, Scott & Gelfand, P.C. and Pablo Blanco, Esquire, respectively, each receive the fully-executed, properly notarized original of this Settlement Agreement with Mutual Releases, provided that the Municipal Excess Liability Joint Insurance Fund approves the settlement at its September 19, 2009 meeting

XI. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

Jennifer M. Vandegrift, William J. Bowen, the City of Margate, and the Atlantic County Municipal Joint Insurance Fund, represent and warrant that no other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this Settlement Agreement with Mutual Releases except as otherwise set forth herein, and that they have the sole right and exclusive authority to execute this Settlement Agreement with Mutual Releases and that Jennifer M. Vandegrift has the sole right and exclusive authority to receive the sum specified in it; and that we have not sold, assigned transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

XII. CONTROLLING LAW

1. This Settlement Agreement with Mutual Releases shall be construed and interpreted in accord with the laws of the State of New Jersey. In the event that any provision of this Agreement is found to be illegal and/or unenforceable, such provision shall be severed and/or modified to the extent necessary to make it enforceable, and as so severed and/or modified, the remained of this Agreement shall remain in full force and effect.

2. In the event that any provisions contained in this Settlement Agreement with Mutual Releases is declared invalid, illegal, or unenforceable by any court of competent jurisdiction, and cannot be modified to be enforceable, excluding the general release language, such provisions shall immediately become null and void, leaving the remainder of this Settlement Agreement with Mutual Releases in full force and effect.

3 Moreover, if any such provision determined to be invalid, illegal, or unenforceable can be made valid, legal, or enforceable by modification thereof, then the party for whose benefit the provision exists may make such modification as necessary to make the provision valid, legal and enforceable.

XIII. EXECUTION

This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument.

Execution of this Settlement Agreement with Mutual Releases is made this 6th day of October, 2009.

Witnessed or Attested:

Jennifer M. VanDeGrift
JENNIFER M. VANDEGRIFT

STATE OF Florida
COUNTY OF St. Johns ss.

I CERTIFY that on this 6th day of October, 2009, JENNIFER M. VANDEGRIFT came before me and acknowledged under oath, to my satisfaction, that this person is named in and personally signed this document and signed, sealed and delivered this document as his/her act or deed.



[Signature]
Notary Public

Witnessed or Attested:

By: WILLIAM J. BOWEN

STATE OF _____
COUNTY OF _____ ss.

I CERTIFY that on this _____ day of _____, 2009, WILLIAM J. BOWEN came before me and acknowledged under oath, to my satisfaction, that this person is

3. Moreover, if any such provision determined to be invalid, illegal, or unenforceable can be made valid, legal, or enforceable by modification thereof, then the party for whose benefit the provision exists may make such modification as necessary to make the provision valid, legal and enforceable.

XIII. EXECUTION

This Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, shall be deemed to be one and the same instrument.

Execution of this Settlement Agreement with Mutual Releases is made this _____ day of _____, 2009.

Witnessed or Attested:

JENNIFER M. VANDEGRIFT

STATE OF _____ :

ss.:

COUNTY OF _____ :

I CERTIFY that on this _____ day of _____, 2009, JENNIFER M. VANDEGRIFT came before me and acknowledged under oath, to my satisfaction, that this person is named in and personally signed this document and signed, sealed and delivered this document as his/her act or deed.

Notary Public

Witnessed or Attested:

By:


WILLIAM J. BOWEN

STATE OF NEW JERSEY :

ss.:

COUNTY OF ATLANTIC :

I CERTIFY that on this 12 day of OCTOBER, 2009, WILLIAM J. BOWEN came before me and acknowledged under oath, to my satisfaction, that this person is

named in and personally signed this document and signed, sealed and delivered this document as his/her act or deed

Notary Public

Witnessed or Attested:

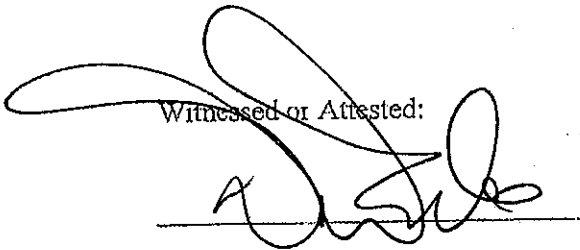
CITY OF MARGATE

By:

STATE OF _____


COUNTY OF _____ ss.

I CERTIFY that on this _____ day of _____, 2009,
_____ came before me and acknowledged under oath, to my satisfaction, that this person is named in and personally signed this document and signed, sealed and delivered this document as his/her act or deed.

Witnessed or Attested:


Notary Public

ATLANTIC COUNTY JOINT
MUNICIPAL INSURANCE FUND



By: Raymond Townsend

STATE OF N.J.

COUNTY OF Cape May ss.

I CERTIFY that on this 21st day of October, 2009,
Raymond Townsend came before me and acknowledged under oath, to my

satisfaction, that this person is named in and personally signed this document and signed, sealed and delivered this document as his/her act or deed.


Notary Public
David S. DeWese, Esq.
Attorney at Law
State of N.J.