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ILJF/dls

FILED WITH THE COURT

SHERIFFS DEPT.

SEP - 8 2009

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BURLINGTON COUNTY

MT. HOLLY N. J.

DEPUTY CLERK
SUPERIOR COURT
BURLINGTON COUNTY

2009 SEP - 8 A 10:13

ROBERT E. WILLITTS,

Plaintiff,

vs

BURLINGTON TOWNSHIP, a
Municipal Corporation, BURLINGTON
TOWNSHIP POLICE DEPARTMENT,
PTRL. MARK S. CORANDAN #88, PTRL.
ADAM WORRELL #83, WAL-MART
STORES, INC., a Legal Entity, and
WAL-MART STORES, INC.'S, Security
Officers, ROBERT LAWRIE and
MATTHEW WYATT, and John Does(1-10),:

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION

BURLINGTON COUNTY

DOCKET NO. BUR-L-2924-09

Civil Action

COMPLAINT

Plaintiff, ROBERT E. WILLITTS, residing at 790 Lincoln Avenue, Burlington Township, County of Burlington, New Jersey complaining of Defendant(s) says:

COUNT ONE

1. At all times mentioned herein, Defendants, Ptl. Marc S. Coranda and Ptl. Adam Worrell, were Police Officers of Burlington Township (the "Township") and members of the defendant, Burlington Township Police Department (the "Department"), which was operated and managed by the Township of Burlington, a municipal corporation. The two defendant officers were acting individually and as agents of the defendant, Burlington Township Police Department on behalf of the defendant, Township of Burlington, a municipal corporation.

2. Notice of intention to file a claim against Defendants, Burlington Township and the Burlington Township Police Department was duly mailed to same by Plaintiff's attorney on June 23, 2008, in accordance with law.

3. On or about April 22, 2008, at approximately 14:20 hours, Plaintiff was an invitee and prospective customer at the Defendant, Wal-Mart Stores, Inc.'s retail store premises located at 2106 Mt. Holly Road, Burlington Township, New Jersey.

4. At the same date, time and place, while Plaintiff was a patron on the premises as a shopper, pedestrian, invitee, he was detained and/or falsely arrested by Wal-Mart Stores, Inc.'s Security Guards, Defendants, Robert Lawrie and Matthew Wyatt, Patrol Officers, Mark S. Corandan #88 and Adam Worrell #83. At which time, Plaintiff was handcuffed, put in a police car and processed by having his fingerprints taken and photographed, notwithstanding the fact that Plaintiff claimed that he had done nothing wrong and was not involved in any shoplifting or any other criminal conduct. Notwithstanding the aforesaid, Defendant Police Officers, much to Plaintiff's embarrassment, physical and mental distress, transferred the Plaintiff in the police car while handcuffed, depriving him of his liberty and after being held by the Police for a period of time, was eventually released. The Defendant Officers' conduct in arresting Plaintiff, transferring and holding him in handcuffs and processing Plaintiff at the Police Station, , caused Plaintiff to suffer personal injury, and mental anguish and is continuing to suffer same as a result of the restraint, embarrassment, harassment and cruel and illegal treatment by Defendant, Police Officers.

5. Plaintiff was, subsequently, required to retain the services of an attorney to appear in the Burlington Township Municipal Court, where the charges against him were dismissed and subsequently, his arrest record was expunged. By reason of the aforesaid false arrest and illegal detention, Plaintiff is entitled to attorney fees and costs and is seeking punitive damages from Defendants.

WHEREFORE, Plaintiff demands judgment on this Count against Defendants, Ptrl. Mark S. Corandan #88, Adam Worrell #83, the Burlington Township Police Department and the Township of Burlington, for compensatory damages in the amount of \$500,000.00, plus interest, punitive damages, attorney's fees, costs of suit and any such other relief as the Court deems just.

COUNT TWO

1. On or about April 22, 2008, Plaintiff was an invitee and prospective customer at the Defendant, Wal-Mart Stores, Inc.'s retail store premises, located at 2106, Mt. Holly Road, Burlington Township, New Jersey.

2. On the above date, Plaintiff was a patron on the premises as a shopper, pedestrian, invitee. Plaintiff was detained by default by Wal-Mart Stores, Inc.'s Security Guards, defendants, Robert Lawrie and Matthew Wyatt and subsequently, was taken to the Burlington Township Police Station, arrested and held for approximately 4-5 hours. Plaintiff was falsely charged by defendant and their agent, servant and employee of defendant, Wal-Mart Stores, Inc., with a criminal offense and charging him with conspiracy to commit a criminal offense, in violation of N.J.S.A. 2C:5-2A(1) and 2C:20-11b(1).

3. Plaintiff was, subsequently, required to retain the services of an attorney and appear in the Burlington Township Municipal Court, where the charges against him were dismissed and subsequently, his arrest record was expunged. By reason of the aforesaid false arrest and illegal detention, Plaintiff is entitled to attorney fees and costs and is seeking punitive damages from Defendants.

4. As a result of Defendants' unlawful arrest, detention and criminal charges, Plaintiff suffered personal injury, mental anguish and malicious prosecution and is continuing to suffer same by reason of restraint, embarrassment and harassment through the illegal treatment by the Defendant and Defendant's representatives.

5. Further, in addition and by reason of the aforesaid, Plaintiff is entitled to and is seeking punitive damages from Defendant, Wal-Mart Stores, Inc. and its servant, agent and employee.

WHEREFORE, Plaintiff, Robert E. Willitts, demands Judgment against Defendant, Wal-Mart Stores, Inc., for compensatory damages in the amount of \$500,000.00 plus interest, punitive damages, attorney's fees, costs of suit and any such other relief as the Court deems just.

COUNT THREE

1. Plaintiff repeats each and every allegation as set forth above as if the same were set forth at length herein.

2. Defendant, Wal-Mart Stores, Inc.'s representatives, Security Officers, defendants Robert Lawrie and Matthew Wyatt, accosted Plaintiff, falsely accused Plaintiff, had Plaintiff

arrested, signed criminal complaints against Plaintiff in public and in the presence of other persons, when, in fact, Plaintiff had not committed any offense or offenses. Defendant's representatives, deprived Plaintiff of his liberty and his rights without process or probable cause, which constituted a violation of his civil rights in violation of 42 U.S.C.S. 1983.

3. Defendant's representatives by having Plaintiff handcuffed with his hands behind his back and threatening bodily harm in the presence of others, deprived Plaintiff of his liberty and rights in violation of 42 U.S.C.S. 1983.

4. The Defendant, Wal-Mart Stores, Inc.'s Security Officers, defendants Robert Lawrie and Matthew Wyatt, by way of detaining and arresting Plaintiff and having the Burlington Township Police do the same without probable cause, violated Plaintiff's civil rights under 42 U.S.C.S. 1983 and also, subjected Plaintiff to a deprivation of Plaintiff's constitutional rights pursuant to the United States Constitution and the Constitution of the State of New Jersey.

5. The Defendant's representatives, Security Officers, Robert Lawrie and Matthew Wyatt, had the Burlington Township Police act in their official capacity of police officers, by arresting Plaintiff based upon representations made by Defendant's security officers or officer, causing Plaintiff to be deprived of his freedom and civil liberties, all of which rights are protected by the United States Constitution and the Constitution of the State of New Jersey. The actions by Defendant's representatives on behalf of Defendant, Wal-Mart Stores, Inc., were in violation of 42 U.S.C.S. 1983.

6. By reason of the aforesaid, Plaintiff is entitled to and is seeking punitive damages on this Count.

WHEREFORE, Plaintiff, Robert E. Willitts, demands Judgment against Defendant, Wal-Mart Stores, Inc.'s, Security Officers, Robert Lawrie and Matthew Wyatt, for compensatory damages in the amount of \$500,000.00, plus interest, punitive damages, attorney's fees, costs of suit and any other equitable relief the Court deems just.

DEMAND FOR ANSWERS TO INTERROGATORIES

Plaintiff demands of each Defendant, Answers to Uniform Interrogatories, (Form "C") as set forth in Appendix II of the Rules of Court.

NOTICE PURSUANT TO RULES 1:5-1(a) and 4:17-4(c)

TAKE NOTICE that the undersigned attorney, counsel for plaintiff, Robert E. Willitts, does hereby demand pursuant to Rules 1:5-1(a) and 4:17-4(c), that each party herein serving pleadings and interrogatories and receiving answers thereto, serve copies of all such pleadings and Answers to Interrogatories received from any party, including any documents, papers and other materials referred to therein, upon the undersigned attorney.

TAKE FURTHER NOTICE that this is a continuing demand.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a Trial by Jury as to all the triable issues of this Complaint, pursuant to Rule 1:8-2(b) and Rule 4:35-1(a)..

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, JAMES LOGAN, JR., is designated as trial counsel for the plaintiff, Robert E. Willitts, in the above matter.

DEMAND FOR DISCOVERY OF INSURANCE

Pursuant to Rule 4:10-2(b), demand is made that Defendants disclose to Plaintiff's attorney whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and provide Plaintiff's attorney with true copies of those insurance agreements or policies, including, but not limited to, any and all declaration sheets. This demand shall include and cover not only primary coverage, but also any excess, catastrophe and umbrella policies.

RULE 4:5-1(b)(2) CERTIFICATION

I hereby certify that I am an Attorney-at-Law of the State of New Jersey and associated with the law offices of James Logan, Jr., Esq. L.L.C. I am the person responsible for the management of this file on behalf of the plaintiff, Robert E. Willitts.

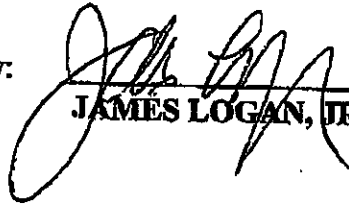
To my knowledge, the matter in controversy is not the subject of any other action pending in any other Court or of a pending arbitration proceeding, and none are contemplated - outside of this lawsuit. I am not presently aware of any other parties who should be joined in this action.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment by the Court.

James Logan, Jr., Esq., L.L.C.
Attorneys for Plaintiff, Robert E. Willitts

Dated: 09.04.2009

By:



JAMES LOGAN, JR., ESQUIRE

SmartZone Communications Center

COPY
jamesloganjr@comcast.net

Settle Agreement and Mutual Release - Federal

From : Tom Barron <tbarron@barpostlaw.com>
Subject : Settle Agreement and Mutual Release - Federal
To : JamesLoganJr@comcast.net

Tue, Dec 29, 2009 05:01 PM

2 attachments

Mr. Logan. Here is the revised release that we discussed.

Tom Barron

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release, dated this ^{2nd} day of *January* 2010
~~December, 2009~~

is given by, between and among Robert E. Willitts and the Township of
Burlington, a Municipal

Corporation, the Burlington Township Police Department, Mark S. Corandan
and Adam Worrell

I. PREAMBLE

WHEREAS, Robert E. Willitts commenced a Civil Action on or about
September 8, 2009 in the

Superior Court of New Jersey, Law Division, Burlington County, against
the Township of

Burlington, a Municipal Corporation, the Burlington Township Police
Department Ptl. Mark S.

Corandan, Ptl. Adam Worrell, Wal-Mart Stores, Inc., a Legal Entity, and
Wal-Mart Stores, Inc.'s

Security Officers, Robert Lowrie and Matthew Wyatt, and John Does (1-10)
which was assigned

Docket No. BUR-L-2924-09, and

WHEREAS, this action was subsequently removed to the United States District Court for the

District of New Jersey and assigned Civil Action Number 09-cv- 05438, 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, Robert E. Willitts, the Township of Burlington, the Burlington Township Police Department, Mark S. Corandan, and Adam Worrell 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, Robert E. Willitts, the Township of Burlington, the Burlington Township Police Department, Mark S. Corandan, and Adam Worrell 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. Robert E. Willitts, in return for good, valuable and mutual consideration set forth herein, intending to be legally bound and to legally bind his representative(s), executor(s), administrator(s) and assignee(s), hereby releases and forever discharges his claims, against, the Township of Burlington, the Burlington Township Police Department, Mark S. Corandan, and Adam Worrell, jointly and severally, 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 him arising from or in any way connected with any of the matters alleged by him in the civil action filed in the United States District Court for the District of New Jersey, Camden, under Docket Number 09-cv- 5438.

III. DISMISSAL OF THE UNITED STATES DISTRICT COURT LAWSUIT

1. The United States District Court lawsuit, filed in the United States District Court for the District of New Jersey-Camden, under Docket Number 09 cv-5438 entitled Robert E. Willitts vs. the Township of Burlington, et al. shall be dismissed with prejudice as a condition of this settlement agreement as to the defendants the Township of Burlington, the Burlington Township Police Department, Mark S. Corandan and Adam Worrell only. Robert E. Willitts and the Township of Burlington, the Burlington Township Police Department, Mark S. Corandan and Adam Worrell 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 this action. This Settlement Agreement and General Release shall not affect Robert E. Willitts' claims against any other party.

IV. ADEQUATE CONSIDERATION AND DENIAL OF LIABILITY

1. Robert E. Willitts, will be paid a total of \$ 3,500.00 (Three Thousand Five Hundred 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. .

2. Robert E. Willitts agrees that he will not seek anything further, including but not limited to any other payment from the Township of Burlington, the Burlington Township Police Department, Mark S. Corandan, and Adam Worrell. Robert E. Willitts shall be paid the \$3,500.00 in consideration for making this release within thirty (30) days of receipt of the fully executed Settlement Agreement and General Release. The consideration acknowledged by the Defendants in this matter is a complete dismissal of any claims of Robert E. Willitts.

3. This is a complete agreement by which the parties intend to be legally bound. Robert E. Willitts, agrees and acknowledges that he has accepted payment of good, valuable and mutual consideration, 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 Civil Action Number 09-cv- 5438. 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 and General Release solely to avoid the time, expense and continuing distraction of further litigation.

4. This Settlement Agreement and General Release is not intended to be used, and shall not be used, as evidence, or for any other purpose in any other action or proceeding. This Settlement Agreement and General Release is only evidence of the compromise by the parties hereto, as set forth herein, and may be admissible in evidence only to enforce the terms herein.

V. DRAFTING OF DOCUMENT AND RELIANCE

1. This Settlement Agreement and General Release has been negotiated by Robert E. Willitts, the Township of Burlington, the Burlington Township Police Department, Mark S. Corandan, and Adam Worrell 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 and General Release 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. Robert E. Willitts understands that this Settlement Agreement and General Release precludes further litigation by, between and/or among the Parties hereto 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. Robert E. Willitts agrees 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 Civil Action Number 09cv 5438, or the Complaint in the Superior Court of New Jersey, Burlington County Law Division under Docket No. BUR-L-2924-09, or as otherwise set forth above in this Agreement.

VII. LIENS AND TAX IDEMNIFICATION

1. Robert E. Willitts 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 Robert E. Willitts from the amount stated in paragraph IV of this Settlement Agreement and General Release. If a lien exists which is not satisfied as required by this Settlement Agreement and General Release, and a claim is made by anyone to enforce that lien, Robert E.

Willitts 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. Robert E. Willitts attorney has investigated the existence of such liens and confirms that none are known to him.

2. Robert E. Willitts specifically agrees to indemnify and hold harmless the Township of Burlington, the Burlington Township Police Department, Mark S. Corandan, and Adam Worrell and anyone who succeeds to their rights and responsibilities for any and all claims which may be assessed, levied or otherwise charged against the Township of Burlington, the Burlington Township Police Department, Mark S. Corandan, and Adam Worrell and anyone who succeeds to their rights and responsibilities, by any taxing and/or government or authority, including any charge, assessment and /or levy for additional taxes, fees, penalties on account of any obligation which Robert E. Willitts may have for state or federal incomes taxes, withholding taxes, and/or employee FICA taxes arising from payments made pursuant to this Settlement Agreement and General Release.

VIII. WHO IS BOUND

1. Robert E. Willitts, the Township of Burlington, the Burlington Township Police Department, Mark S. Corandan, and Adam Worrell and anyone who succeeds to their rights and responsibilities, and all heirs, executors, and administrators, are bound by this Settlement Agreement and General Release.

IX. ENTIRE AGREEMENT

1. This Settlement Agreement and General Release contains the entire agreement between Robert E. Willitts, the Township of Burlington, the Burlington Township Police Department, Mark S. Corandan, and Adam Worrell 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 and General Release may not be modified, except upon written consent of Robert E. Willitts, the Township of Burlington, the Burlington Township Police Department, Mark S. Corandan, and Adam Worrell.

3. Robert E. Willitts agrees that he has been given a reasonable period of time to consider the terms of this Settlement Agreement and General Release. Robert E. Willitts acknowledges that he has reviewed the terms of this Settlement Agreement and General Release and the effect of signing this Agreement with legal counsel of his choosing.

X. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT

1. Robert E. Willitts represents and warrants 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 Releases except as otherwise set forth herein, and that he has the sole right and exclusive authority to execute this Settlement Agreement and General Release and that Robert E. Willitts has the sole right and exclusive authority to receive the sum specified in it; and that he has not sold, assigned transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

XI. CONTROLLING LAW

1. This Settlement Agreement and General Release 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 and General Release 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 and General Release 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.

XII. 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 and General Release is made this 2nd day

of John, 2009.

Witnessed or Attested:

STATE OF

NEW JERSEY


ROBERT E. WILLITTS

COUNTY OF

BURLINGTON

SS.:

BB

I CERTIFY that on this 2nd day of January, 2010
ROBERT E.

WILLITTS 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 *James Logan atty at law of NJ*

Witnessed or Attested: *James Logan, Jr*



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image002.gif
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