

DWIGHT P. RANSOM, ESQ.  
 2300 State Highway 66, Suite 201  
 P. O. Box 725  
 Neptune, NJ 07753  
 Attorney for Plaintiff

LISSA McQUEEN  
 Plaintiff

v.

PATROLMAN MICHAEL PAULK and  
 THE CITY OF ASBURY PARK  
 Defendants

SUPERIOR COURT OF NEW JERSEY  
 LAW DIVISION-MONMOUTH COUNTY  
 DOCKET NO. *MON11830-09*  
 Civil Action

COMPLAINT

Plaintiff, Lissa McQueen, residing at 208 Elizabeth Avenue, in the City of Asbury Park, County of Monmouth, State of New Jersey, by way of Complaint against the defendants, says:

FIRST COUNT

1. On June 30, 2008, at approximately 5:45 p.m. the plaintiff resided at the above residence with her three children.
2. The plaintiff had smelled an odor emanating from the "boarded up" house next door.
3. The plaintiff believed there were individuals residing at the residence. The plaintiff knocked upon the door of the adjoining residence. A individual opened the curtain of the residence. Plaintiff indicated there was a smell coming from the residence.
4. Simultaneously, the defendant Michael Paulk, (hereinafter Paulk) a patrolman, with the defendant Asbury Park Police Department, approached the plaintiff. Defendant Paulk indicated he

was investigating narcotics transactions.

5. Plaintiff indicated to defendant Paulk the nature of her activities. Defendant Paulk began to question plaintiff in an accusatory manner, indicating he wanted identification and indicated she was trespassing on the property next door to her dwelling. Plaintiff indicated that her car was parked in front of the dwelling and that she was the mother of three children and was not trespassing or involved in any drug activities. Plaintiff was extremely upset at the accusations by the defendant Paulk, and particularly charging her with trespassing and/or the accusation that she was involved in drug activity.

6. Shortly thereafter, plaintiff was arrested by the defendant Paulk, handcuffed and transported to the defendant Asbury Park Police Station. Plaintiff was charged by defendant Paulk with violation of N.J.S.A. 2C:32-2a, disorderly conduct.

7. The above charges were unwarranted and were without probable cause.

8. On October 14, 2008 a trial was conducted by the Honorable Mark Apostolou, Municipal Court Judge of the City of Asbury Park. The charges were dismissed.

9. As a result of the above, plaintiff was falsely arrested, falsely imprisoned and was humiliated and suffered mental and bodily distress and damage to her reputation.

WHEREFORE, the plaintiff demands judgment against the defendant, Michael Paulk for damages, punitive damages, attorneys fees and costs.

#### SECOND COUNT

1. Plaintiff repeats the allegations contained in the First Count of the Complaint as if set forth herein at length.

2. By virtue of the actions of the defendant Paulk set forth above, defendant was acting under the color of State law and intentionally deprived plaintiff of her rights under the United States and

New jersey Constitutions and therefore is liable to the plaintiff for damages, pursuant to 42 United States Code Section 1983.

WHEREFORE, the plaintiff demands judgment against the defendant, Michael Paulk for damages, punitive damages, attorneys fees and costs.

THIRD COUNT

1. Plaintiff repeats the allegations contained in the First Count of the Complaint as if set forth herein at length.

2. Defendant City of Asbury Park is negligent in that it improperly and negligently trained and supervised defendant Paulk.

WHEREFORE, the plaintiff demands judgment against the defendant, Michael Paulk for damages, punitive damages, attorneys fees and costs.

TORT CLAIM NOTICE

A Tort Claim was filed and served on Defendant on August 21, 2008.

JURY TRIAL

Plaintiff demands trial by jury on all counts of the Complaint.

CERTIFICATION

The undersigned certifies pursuant to Rule 4:5-1, that to the best of my knowledge, information and belief at this time, the matter in controversy is not the subject matter of any other action pending in any Court, nor of any pending arbitration proceeding, that no other action or arbitration is contemplated and further, there are no other parties who should be joined in this action.

  
DWIGHT P. RANSOM  
Attorney for Plaintiff

**Richard H. Bauch (RB-8197)**  
**BAUCH ZUCKER HATFIELD LLC**  
871 Mountain Avenue, Suite 200  
Springfield, New Jersey 07081  
(973) 376-4000  
Attorneys for Defendants Officer Michael Paulk and  
the City of Asbury Park

**UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

LISSA McQUEEN,

Plaintiff,

v.

PATROLMAN MICHAEL PAULK and  
THE CITY OF ASBURY PARK,

Defendants.

*Civil Action*

Docket No. No. 3:09-cv-02657 (JAP)

**STIPULATION OF SETTLEMENT**

This Settlement, Release, and Waiver Agreement (hereinafter referred to as the "Agreement") is entered into this \_\_\_\_\_ day of January, 2010 between LISSA MCQUEEN, who resides at 208 Elizabeth Avenue, Asbury Park, New Jersey 07712 (hereinafter referred to as "Plaintiff") and OFFICER MICHAEL PAULK and the CITY OF ASBURY PARK, with offices located at One Municipal Plaza, Asbury Park, New Jersey 07712.

**WITNESSETH:**

**WHEREAS**, the parties to this Agreement (the "Parties") have been engaged in a dispute in a matter captioned *Lissa McQueen v. Patrolman Michael Paulk and the City of Asbury Park*, Docket No.: 3:09-cv- 2657 (JAP); and

**WHEREAS**, the Parties desire to amicably resolve their differences and avoid the additional costs of further litigation and public expense.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, it is hereby agreed by and between the Parties hereto as follows:

1. This Agreement is made on behalf of Plaintiff and on behalf of her heirs, executors, administrators, attorneys, successors, assigns, agents and representatives; and on behalf of the CITY OF ASBURY PARK and on behalf of its past and present members, council members, officials, officers, directors, administrators, employees, agents, affiliates, related entities, insurers, and assigns, including but not limited to, OFFICER MICHAEL PAULK, in his individual and professional capacity (hereinafter collectively referred to as the "City"), in settlement of any and all disputes concerning or arising out of the June 30, 2008 incident involving Plaintiff and the City.

2. Specifically, this Agreement includes all claims arising out of the June 30, 2008 incident asserted, alleged or which could have been asserted or alleged by Plaintiff against the City, including but not limited to, Plaintiff's claims of negligence, carelessness, recklessness; violations of the New Jersey Tort Claims Act, violations of 42 U.S.C. § 1983, et seq., violations of the United States Constitution; New Jersey Constitution; Federal Civil Rights Act; New Jersey Law Against Discrimination; substantive due process; assault, battery, intentional infliction of emotional distress; negligent infliction of emotional distress, prima facie tort, any tort or action sounding in civil rights; retaliation, harassment or discrimination claims; any claim for equitable relief or recovery of punitive, compensatory or other damages; or monies or attorneys' fees.

3. Furthermore, this Agreement includes all claims against the City in the action currently pending in the United States District Court for the District of New Jersey, entitled *Lissa McQueen v. Patrolman Michael Paulk and the City of Asbury Park*, Docket No.: 3:09-cv- 2657 (JAP) (hereinafter referred to as the “Federal Court action”).

4. It is expressly understood that this Agreement has been entered into by the City solely for the purpose of avoiding further expense in connection with litigating any and all claims and/or disputes, whether asserted or unasserted, that Plaintiff has or may have against the City to the date this Agreement is fully executed by the parties. Further, this Agreement and the settlement it represents does not constitute an admission by the City or any actual or possible defendants of any violation of any federal, state or local law; of the breach of any duty whatsoever, whether based upon statute, common law, contract, or otherwise, or that Plaintiff has suffered any damages.

5. Plaintiff expressly recognizes there are numerous laws and regulations prohibiting civil rights violations and/or discrimination pursuant to which she may have rights or claims. Plaintiff also understands there are other statutes and laws of contract and tort otherwise relating to the circumstances surrounding the June 30, 2008 incident. Plaintiff intends to waive and release any and all rights she may have under these and other laws.

6. In consideration of the representations, assurances, waiver and release contained in this Agreement, the City agrees to provide Plaintiff with the total amount of TEN THOUSAND DOLLARS (\$10,000.00) (hereinafter referred to as the “Settlement Proceeds”). The Settlement Proceeds will be paid by the City within thirty (30) days of the City’s approval of this Agreement and its full execution.

7. Plaintiff shall be responsible for payment of her attorneys' fees to her counsel, Dwight P. Ransom, Esq., from the Settlement Proceeds.

8. Following the approval of this Agreement by the City and its full execution, Plaintiff will forward to Bauch Zucker Hatfield LLC, counsel for the City ("BZH"), a duly executed Stipulation of Dismissal with Prejudice. BZH will hold said Stipulation of Dismissal with Prejudice in escrow subject to complete payment of the Settlement Proceeds to Plaintiff, after which BZH will be authorized to file said Stipulation with the United States District Court for the District of New Jersey.

9. In consideration of the Settlement Proceeds, Plaintiff releases and forever discharges the City and its past and present mayors, council members, members, officials, officers, directors, administrators, employees, attorneys, agents, affiliates, related entities, insurers, and assigns, including Officer Michael Paulk, from all debts, obligations, promises, covenants, agreements, contracts, endorsements, bonds, controversies, suits, causes of action, judgments, damages, expenses, claims or demands, in law or in equity, which Plaintiff ever had, now has, or which may arise in the future regarding any matter arising on or before the date this Agreement is executed by the parties, including, but not limited to, any and all claims regarding the June 30, 2008 incident involving Plaintiff and the City and/or all claims asserted in the aforementioned Federal Court action, and any related charges currently pending regarding the June 30, 2008 incident involving Plaintiff and the City, any claim for equitable relief or recovery of punitive, compensatory, or other damages or monies, attorneys' fees, any tort, and any and all civil rights claims arising under the United States or New Jersey State Constitutions, or any federal, state, or local statutes.

10. The terms of this Agreement, including all facts, circumstances, statements, and documents relating hereto, shall not be admissible or submitted as evidence in any litigation in any forum for any purpose other than to secure enforcement of the terms and conditions of this Agreement.

11. Plaintiff and her counsel, Dwight P. Ransom, Esq., agree that the terms of this Agreement shall be confidential, and that they will not voluntarily discuss, publicize or disseminate any information or materials relating to the contents and execution of this Agreement and/or its terms, provided, however, that Plaintiff and her counsel, Dwight P. Ransom, Esq.: (a) may state to any other person that her dispute was resolved; and (b) may disclose the terms of this Agreement: (i) to her accountant(s), attorney(s) or insurer(s) for valid business purposes; (ii) to taxing authorities; and (iii); in response to compulsory process, and all such communications shall not constitute a violation hereof. In the event Plaintiff receives a subpoena seeking information protected from dissemination or disclosure under this section, Plaintiff shall give immediate notice of such subpoena to the City and otherwise provide the City with the right and opportunity to object to the subpoena.

12. The validity and construction of this Agreement shall be governed by the laws of the State of New Jersey without regard to its conflicts of law principles. The parties agree that any disputes concerning the enforcement or interpretation of this Agreement shall be tried in the Superior Court of New Jersey, Law Division – Monmouth County; the parties hereby consent to the jurisdiction of such court for said purpose.

13. If any of the provisions, terms or clauses of this Agreement is declared illegal, unenforceable or ineffective in a legal forum, those provisions, terms and clauses

shall be deemed severable such that all other provisions, terms and clauses of this Agreement shall remain valid and binding upon all parties.

14. The failure of either party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of the Agreement.

15. Plaintiff acknowledges that her signature below indicates that she has had a reasonable time to consider this Agreement and is entering into this Agreement freely, knowingly and voluntarily, having consulted with and having obtained the advice of counsel, without duress, coercion or undue influence and with a full and free understanding of its terms. Plaintiff further represents that her counsel, Dwight P. Ransom, Esq., fully explained the benefits, obligations and limitations set forth in this Agreement and that she is completely satisfied with Agreement and with the advice, counsel and representation provided to her by Dwight P. Ransom, Esq.

16. By signing this Agreement below, the parties indicated hereunder agree to and accept the provisions contained herein.

17. The terms and conditions of this Agreement shall be construed according to her plain meaning, and shall not be construed in favor of or against either the Plaintiff or the City.

18. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19. This Agreement sets forth the entire agreement between Plaintiff and the City and supersedes any prior oral and/or written agreements between them. This Agreement may not be amended or modified except by a further writing signed by all the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above in the presence of a notary public.

LISSA McQUEEN

[Signature]  
By: LISSA McQUEEN

JAN 24, 2010  
Date

Sworn to before me on this  
24 day of JAN, 2010

[Signature]  
Notary Public, State of New Jersey  
DWIGHT P RANSOM  
Attorney at Law  
State of New Jersey

MICHAEL PAULK

CITY OF ASBURY PARK

By: Michael Paulk

By: Edward Johnson, Mayor

Date

Date

Sworn to before me on this  
\_\_\_\_ day of \_\_\_\_\_, 2010

Witness

\_\_\_\_\_  
Notary Public, State of New Jersey

19. This Agreement sets forth the entire agreement between Plaintiff and the City and supersedes any prior oral and/or written agreements between them. This Agreement may not be amended or modified except by a further writing signed by all the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above in the presence of a notary public.

LISSA McQUEEN

\_\_\_\_\_  
By: LISSA McQUEEN

\_\_\_\_\_  
Date

Sworn to before me on this  
\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Notary Public, State of New Jersey

MICHAEL PAULK

CITY OF ASBURY PARK

*Michael Paulk*  
\_\_\_\_\_  
By: Michael Paulk

\_\_\_\_\_  
By: Edward Johnson, Mayor

2/24/10  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Sworn to before me on this  
\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Notary Public, State of New Jersey

\_\_\_\_\_  
Witness

19. This Agreement sets forth the entire agreement between Plaintiff and the City and supersedes any prior oral and/or written agreements between them. This Agreement may not be amended or modified except by a further writing signed by all the parties to this Agreement.

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LISSA McQUEEN

\_\_\_\_\_  
By: LISSA McQUEEN

\_\_\_\_\_  
Date

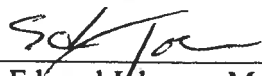
Sworn to before me on this  
\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Notary Public, State of New Jersey


MICHAEL PAULK

CITY OF ASBURY PARK


\_\_\_\_\_  
By: Michael Paulk

  
\_\_\_\_\_  
By: Edward Johnson, Mayor

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

Sworn to before me on this  
\_\_\_\_ day of \_\_\_\_\_, 2010

  
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Notary Public, State of New Jersey