

4. The plaintiff, Lisa Carl, had worked for approximately 17 years as an employee of the Cumberland Salem Conservation District in various capacities, but primarily engaged in secretarial and administrative work. The plaintiff had a favorable work record with no disciplinary actions taken against her during the time of her employment at the Cumberland Salem Conservation District. The plaintiff had worked primarily in the capacity as an office manager for the Cumberland Salem Conservation District.

5. The Cumberland Salem Conservation District has a governing body consisting of five supervisors or members of the Board of Directors consisting of Torrey Reade, Ronald Thomas, Donald Garrison, Ralph Sickler, and Everett Laning.

6. In the spring of 2009, due to a reduction in work load, the plaintiff was subjected to a reduction in hours and was constrained to work on only a part time basis. As a result the plaintiff sought partial unemployment benefits. The plaintiff filed her unemployment claims on line and at all times endeavored to completely and accurately fill out and complete all required information with respect to the on line forms which were available to her through the website of the Department of Labor, Division of Unemployment Compensation.

7. The plaintiff received unemployment benefits for partial unemployment and continued to receive such benefits through the balance of 2009.

8. Over the period of months during which the plaintiff received benefits she noticed that the benefits received by her appeared to be inconsistent and inaccurate with respect to holidays and vacation days. She, therefore, deposited monies into a savings account and waited for the Division of Unemployment Compensation to correct any overpayment.

9. The plaintiff at all times attempted to completely and accurately provide information even though benefit payments appeared to be somewhat inaccurate and she believe that benefits would be recalculated during succeeding weeks.

10. In or about November, 2009, Garry Timberman, while acting in the course and scope of his employment as the Director or supervisor of the Cumberland Salem Conservation District advised the claimant that her benefit payments for unemployment appeared to be inaccurate and accused the plaintiff of improperly seeking unemployment benefits for own benefit and use. The plaintiff denied that she was improperly or attempting to obtain unemployment benefits to which she was not entitled. The plaintiff, thereafter, during the month of November, 2009, checked with the Division of Unemployment and confirmed, as she suspected, that she had received overpayments with respect to some of the benefits she had been paid. She then immediately withdrew amounts which she had set aside for this possible overpayment and paid such amounts back to the Division of Unemployment Compensation.

11. Notwithstanding the plaintiff's repayment of obligations and her statements to her employer that she at all times attempted to accurately and honestly fill out Unemployment Compensation forms, the plaintiff's employer by and through Garry Timberman, acting during the course and scope of his employment, falsely and wrongly accused the plaintiff of misappropriation of funds. Further, Garry Timberman, during the course and scope of his employment, not only made such an accusation to the plaintiff, but further wrongfully and deliberately published and conveyed such an accusation to the plaintiff's employer and the members of the Board of Directors of the Cumberland Salem Conservation District.

12. The defendant, Garry Timberman, as an employee of the Cumberland Salem Conservation District knowingly, deliberately, intentionally, recklessly, or negligently uttered

and published defamatory remarks accusing the plaintiff of misappropriation or theft in or about January, 2010, when Timberman falsely conveyed charges against the plaintiff and proffered such charges against her to the Board of Directors of the Cumberland Salem Conservation District.

13. On or about January 26, 2010, without prior written notice to the plaintiff, in violation of the provisions of the Open Public Meetings Act, N.J.S.A. 10:5-1, et seq., and in violation of case law with respect to disciplinary proceedings against employees as set forth in Rice v. Union City Regional High School Board of Education, 155 N.J. Super. 64, cert. den., 76 N.J. 238 (1978) and N.J.S.A. 10:4-12(b)(8) the plaintiff was summoned to a closed executive session of the Cumberland Salem Conservation District at which both Garry Timberman and all Board members were present.

14. The plaintiff was accused of misappropriation in front of the Board, the plaintiff was afforded no hearing, no notice of any charges, and was summarily fired based upon accusations of misappropriation and fraud with respect to the plaintiff's receipt of unemployment benefits.

15. The defendant's conduct was not only in violation of the plaintiff's rights to due process in connection with disciplinary charges proffered against her, but in addition, the defendant, Timberman, acting in the course and scope of his employment, has wrongfully and improperly uttered and published defamatory remarks, constituting defamation per se, maliciously and wrongfully accusing the plaintiff of theft, misappropriation and deliberately and intentionally injuring and damaging her reputation.

16. As a result of the wrongful conduct of the defendant, Cumberland Salem Conservation District, and its employee, Garry Timberman, the plaintiff was summarily fired,

has lost past income and will lose future income, and she has suffered emotional distress, trauma, and injury to her reputation.

WHEREFORE, the plaintiff demands judgment against the defendants, Cumberland Salem Conservation District and Garry Timberman, as agent, servant, or employee thereof, for such amounts as will reasonably compensate her together with interest, costs of suit, and counsel fees.

COUNT TWO

1. The same allegations as were made in each and every paragraph of Count One are repeated and incorporated herein by reference in the same manner as where originally stated as if fully set forth at length.

2. The actions of the Cumberland Salem Conservation District terminating the plaintiff's employment constitutes a violation of the plaintiff's due process rights in that she was not afforded a hearing, she was not afforded notice to a hearing, nor was she provided with appropriate procedural protections pursuant to the Open Public Meetings Act, N.J.S.A. 10:4-12(b)(8) and pursuant to the holding of Rice v. Union City Regional High School Board of Education.

3. As a direct and proximate result of the wrongful and improper hearing as aforesaid, the wrongful and improper termination of plaintiff's employment, she has suffered economic losses, loss of income, both past and future. The defendant's conduct is in violation of the Open Public Meetings Act, in violation of the plaintiff's right to due process with respect to the termination of her employment, and was otherwise improper, reckless, and negligent.

4. By virtue of the defendant, Cumberland Salem Conservation District's failure to afford due process, wrongfully acting during closed session, failing to abide by the provisions of the Open Public Meetings Act, the plaintiff is entitled to costs of suit and counsel fees.

WHEREFORE, plaintiff demands judgment against the Cumberland Salem Conservation District for such amounts as will reasonably compensate her together with interest, costs of suit, and counsel fees.

COUNT THREE

1. The same allegations as were made in each and every paragraph of Count One and Two are repeated and incorporated herein by reference in the same manner as where originally stated as if fully set forth at length.

2. The defendant, Cumberland Salem Conservation District, by and through its employee, Garry Timberman, who at all times was acting in the course and scope of his employment, engaged in a course of defamation toward the plaintiff by uttering and publishing slanderous statements injurious to her reputation constituting defamation per se in that the Board of Directors and/or Garry Timberman published such wrongful, false, statements concerning plaintiff's honesty and integrity but accusing her of theft and misappropriation by making and publishing such remarks to representatives of the State of New Jersey, Department of Labor, Division of Unemployment Compensation, by Garry Timberman publishing and uttering such remarks to the Board of Directors of the Cumberland Salem Conservation District as well as others.

3. This action is brought within one year of the plaintiff's knowledge of the utterance of such remarks to third parties and prior to the publication of such wrongful comments by Timberman on or about January 26, 2010, when plaintiff was summarily discharged from her employment.

4. As a direct and proximate result of the wrongful conduct of the defendants as aforesaid, the plaintiff has suffered economic losses consisting of both past and future income, emotional distress, and damage or injury to her reputation.

WHEREFORE, the plaintiff demands judgment against the defendants, Cumberland Salem Conservation District and Garry Timberman, as agent, servant, or employee thereof for such amounts as will reasonably compensate her together with interest, costs of suit, and counsel fees.

COUNT FOUR

1. The same allegations as were made in each and every paragraph of Count One through Three are repeated and incorporated herein by reference in the same manner as where originally stated as if fully set forth at length.

2. The actions of the defendant, Cumberland Salem Conservation District, and its employee, Garry Timberman, who was acting at all times in the course and scope of his employment, were negligent and/or reckless in that the defendants engaged in a course of wrongful accusation of plaintiff, uttered false, improper, and defamatory comments injuring her reputation and negligently proceeded to embark upon a course of disciplinary proceedings toward the plaintiff both in violation of her due process rights and her rights to a fair hearing in

accordance with the Open Public Meetings Act, N.J.S.A. 10:5-1, et seq. and pursuant to relevant case law in Rice v. Union City Regional High School Board of Education.

3. As a direct and proximate result of the negligence of the defendants as aforesaid, the plaintiff was caused damage and injury to her reputation as aforesaid, lost income both in the past and will do so into the future, suffered emotional distress and anguish and was otherwise damaged.

WHEREFORE, plaintiff demands judgment against the defendants, Cumberland Salem Conservation District and Garry Timberman, as agent, servant, or employee thereof for such amounts as will reasonably compensate her together with interest, costs of suit, and counsel fees.

COUNT FIVE

1. The same allegations as were made in each and every paragraph of Count One through Four are repeated and incorporated herein by reference in the same manner as where originally stated as if fully set forth at length.

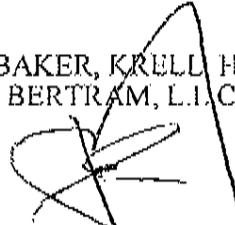
WHEREFORE, plaintiff demands judgment against the defendants, Cumberland Salem Conservation District and Garry Timberman, as agent, servant, or employee thereof for such amounts as will reasonably compensate her together with interest, costs of suit, and counsel fees.

Trial by jury is hereby demanded pursuant to Rule 1:8-1 and Rule 4:35-1.

DEMAND FOR RESPONSE TO REQUEST TO PRODUCE

TAKE FURTHER NOTICE that pursuant to R. 4:18-1 demand is hereby made that you answer the attached Request to Produce with the time frame prescribed by the Court Rules.

BAKER, KRELL HAAG &
BERTRAM, L.L.C.



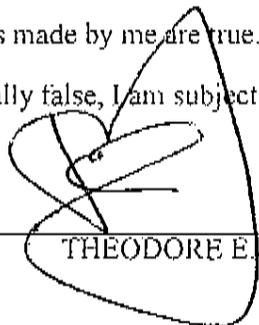
Theodore E. Baker
Attorneys for plaintiff

Dated: January 12, 2011

CERTIFICATION PURSUANT TO RULE 4:5-1

I, THEODORE E. BAKER, hereby certify:

1. The matter in controversy is not the subject of any other action proceeding in any other Court or Arbitration proceeding and no such action or proceeding is contemplated.
2. 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.



THEODORE E. BAKER

Dated: January 12, 2011

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, THEODORE E. BAKER, ESQ. is hereby designated as trial counsel.

BAKER, KRELL, HAAG &
BERTRAM, L.L.C.



Dated: January 12, 2011

Theodore E. Baker
Attorney for plaintiff

Richardson, Galella & Austermuhl

142 Emerson St.

Woodbury, NJ 08096

Tel: 856-579-7045, Fax: 856-579-7051

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Attorneys for Defendants Cumberland Salem Conservation District and Garry Timberman

<p>LISA CARLL Plaintiff</p> <p>v</p> <p>CUMBERLAND SALEM CONSERVATION DISTRICT, and GARRY TIMBERMAN, as agent, servant or employee of the Cumberland Salem conservation District Defendants</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION CUMBERLAND COUNTY DOCKET NO. CUM-L-67-11</p> <p>Civil Action</p> <p>SETTLEMENT AGREEMENT AND RELEASE</p>
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This Settlement Agreement and General Release (hereinafter "this Agreement") entered into and by and among Lisa Carll, known herein as RELEASOR or PLAINTIFF, and the Cumberland Salem Conservation District and Garry Timberman, known herein as RELEASEE or DEFENDANT, collectively known as "the Parties."

Whereas, RELEASOR, as Plaintiff, filed a Complaint against Releasees in the Cumberland County Superior Court entitled *Carll v. Cum/Sal Soil. Con Dist.* and bearing Docket No. CUM-L-00067-11, and has asserted claims against Releasees; and,

Whereas, the Parties wish to settle all controversies among them involving Plaintiff, including Plaintiff's claims bearing Docket No. CUM-L-00067-11, and any and all related claims which could have been asserted, whether they are presently known or unknown,

Whereas, Releasees deny each and every allegation made by Plaintiff, and enter

into this agreement for reasons other than the merits of Plaintiff's claims; and,

Whereas, Plaintiff agrees that the merits of his claims against Releasees are disputed and have not been adjudicated by any Court;

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

1. **SETTLEMENT PAYMENTS.**

- a. After RELEASOR's execution and presentation of the attached Release and Stipulation of Dismissal with Prejudice, plaintiff shall be paid the total amount of \$10,000.00, which payment shall constitute consideration for the execution of this agreement and any other documents necessary to resolve and compromise this matter, with finality and with prejudice.
- b. Releasees take no position on the allocation of the settlement amount, which represents a global settlement of all claims presented and which could have been presented. All prayers for relief are dismissed in consideration for the sum tendered.
- c. Plaintiff agrees that, but for this Settlement Agreement and General Release, he would not be entitled to the aforesaid payment.
- d. The settlement amount shall be paid by Releasees in the form of a check or checks payable to "xxx."
- e. No payment shall be released without an executed Release and Settlement Agreement and signed Stipulation of Dismissal with Prejudice for the

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matter bearing Docket No. CUM-L-00067-11.

2. **DISMISSAL OF ACTION.**

Plaintiff understands and agrees that counsel for Releasees will file with the court an executed Stipulation of Dismissal. The Parties understand and agree that the terms of the aforesaid Dismissal are expressly incorporated by reference within the Settlement Agreement and General Release as if fully set forth herein.

3. **RELEASE.**

In consideration for the payment and other consideration provided for in this agreement, Plaintiff, personally and for his estate and/or his heirs, waives, releases, and gives up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that he may have against Releasees and any and all of their officers, officials, employees (present and former), and their respective successors and assigns, heirs, executors and legal or personal representatives, based upon any act, event, or omission of any kind occurring before the execution of this Agreement, including, but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations and/or common law, expressly including but not limited to any potential claim relating to the following (including any amendments thereto):

- a. The National Labor Relations Act;
- b. Title VII of the Civil Rights Act of 1964;
- c. Sections 1981 through 1988 of Title 42 of United States Code;

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- d. The Employment Retirement Income Security Act of 1974;
- e. The Immigration Reform Control Act;
- f. The Americans with Disabilities Act;
- g. The Age Discrimination in Employment Act of 1967;
- h. The Fair Labor Standards Act;
- i. The Occupational Safety and Health Act;
- j. The Family and Medical Leave Act of 1993;
- k. The Equal Pay Act;
- l. The New Jersey Law Against Discrimination;
- m. The New Jersey Minimum Wage Law;
- n. The Equal Pay Law for New Jersey;
- o. The New Jersey Worker Health and Safety Act;
- p. The New Jersey Family Leave Act;
- q. The New Jersey Conscientious Employee Protection Act;
- r. Any anti-retaliation provision of any statute or law;
- s. Any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any provision of any federal or state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs).

Plaintiff acknowledges that he has twenty-one (21) days to review and consider

this Release, which waives Plaintiff's rights and claims under the New Jersey Law Against Discrimination (N.J.S.A. 10:5-1 et seq.) and that his execution of this Release prior to the expiration of that time period constitutes an express waiver to the consideration period.

It is expressly understood by and among the Parties that this Agreement shall not serve to bar plaintiff from pursuing relief under the Worker's Compensation Act for claims known and unknown as of the date of this Agreement and which are separate from claims encompassed in the civil action filed under Docket CUM-L-00067-11.

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

Plaintiff waives his right to file any charge or complaint on his own behalf, to participate as a complainant, a plaintiff or a charging party in any charge or complaint, or to collect damages as a result of any charge or complaint which may be made by any other person or organization on his behalf, with respect to anything which has happened up to the execution of this Agreement, before any federal, state or local court or administrative agency against Releasees except as such waiver is prohibited by law. It is expressly understood by and among the Parties that this Agreement shall not serve to bar plaintiff from pursuing relief under the Worker's Compensation Act for claims known and unknown as of the date of this Agreement and which are separate from claims encompassed in the civil action filed under Docket CUM-L-00067-11.

5. **CONFIDENTIALITY.**

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The parties agree not to discuss or divulge any of the terms of this settlement with anyone and further agree not to utter or cause to be uttered any derogatory statements against Releasees.

6. **NON-DISPARAGEMENT.**

The Parties agree not to make any disparaging statements concerning one another, or to defame one another in any manner to any person or entity. The Parties agree not to authorize any person or entity to make any disparaging statements about one another or to defame one another to any person or entity.

7. **DEFENSE/INDEMNIFICATION.**

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

Releasor's counsel agrees to be solely responsible for any and all judgement searches required by law, including, but not limited to child-support Orders, and to defend and indemnify Releasees in any action of any description resulting from a judgment against plaintiff entered prior to the date of this Release.

8. **NO ADMISSION OF LIABILITY.**

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

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any other person.

9. **ENTIRE AGREEMENT.**

This Agreement contains the sole and entire Agreement between the Parties. Plaintiff represents and acknowledges that, prior to executing this Agreement, he consulted with his attorney and that he has had ample time to do so, and that he obtained the advice of his counsel prior to making the decision to execute this Agreement, and that he has not relied upon any representation or statement not set forth in this Agreement made by any other party hereto, or their counsel or representatives, with regard to the subject matter of this Agreement.

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

10. **SEVERABILITY.**

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

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

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Lisa Carll, Plaintiff and Releasor

Lisa Carll

STATE OF NEW JERSEY :

: ss

COUNTY OF Cumberland:

Sworn to and subscribed before me this

12 day of 2011 October

Mae E Peterson

**MAE E. PETERSON
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 3-24-2015**

Allan E. Richardson, Esq., Preparer

