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CLERK OF SUPERIOR COURT
SUPERIOR COURT OF N.J.
MERCER COUNTY
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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MERCER COUNTY

DOCKET NO. *L1746-11*

Civil Action

COMPLAINT IN LIEU
OF PREROGATIVE WRIT

Todd Sparks

Plaintiff,

vs.

TOWNSHIP OF Lawrence, a body
politic in the State of New Jersey JOHN
DOES 1 THROUGH 10,

Defendant.

Plaintiff, Todd Sparks, residing at 15 Erica Lynne Way, Hamilton, New Jersey 08690, by way

of complaint says that:

FACTUAL ASSERTIONS

1. The Plaintiff, Todd Sparks, is a resident of the Township of Hamilton, County of Mercer and State of New Jersey, and was employed as a police officer with the Township of Lawrence at all times relevant hereto.
2. The Defendant, Township of Lawrence, is a body corporate and politic in the County of Mercer and State of New Jersey.
3. Upon information and belief, at all times relevant hereto, Defendants John Does 1 through 10 are agents and/or employees of the Township of Lawrence and have personally acted in regard to this matter.
4. Plaintiff is a Police Officer with the Township of Lawrence, New Jersey.
5. In January of 2010 Plaintiff was charged with third degree theft by deception. Plaintiff was later indicted, (10-03-229) and the indictment was dismissed on April 26, 2011.
6. Plaintiff makes this request in order to collect his back pay pursuant to N.J.S.A.

40A:14-151.

7. Plaintiff was suspended without pay March 16, 2010 and had been out of work for over one year when the indictment was dismissed. Plaintiff received no pay from the town.

8. Pursuant to the Collective Bargaining Agreement between the Township of Lawrence and the New Jersey FOP Local #209, Plaintiff is entitled to at least \$96,522 base salary plus \$3,000 as longevity for 2010 and at least \$99,273 base salary plus \$3000 longevity for 2011.

9. Pursuant to the Contract Plaintiff would also be entitled to a \$1,600 uniform allowance payable before April of 2010 and 2011.

10. During the time of absence Plaintiff was scheduled to receive 25 vacation days, 14 holidays and 120 hours of sick time. Plaintiff demands that he be credited for all of the time pursuant to the Collective Bargaining Agreement.

11. Plaintiff hereby demands that all sick, vacation and personal time that was not used prior to the suspension be credited and carried over so that it may be utilized.

12. During the suspension from the police department, Plaintiff's only means of income was unemployment compensation.

13. In 2010 and 2011 Plaintiff collected \$33,294 as evidenced by the copy of my 1040 tax return that was filed.

14. Plaintiff hereby demands that the police department repay unemployment compensation and pay Plaintiff the difference of what his salary would have been as if he had worked the entire year.

15. Plaintiff also demands one submission for reimbursement for eyeglasses for 2010 for the \$250.00 reimbursement pursuant to the Bargaining Agreement.

16. Therefore, after unemployment is repaid, Plaintiff is owed his back salary plus longevity minus any earnings collected during that time plus all of the vacation, sick, holiday and personal time.

17. On or about January 8, 2010, the Plaintiff retained the services of the law firm of

Alterman & Associates, LLC. to represent him in the pending administrative and criminal proceedings arising out of the criminal allegations. Based upon the agreement of the parties, the administrative proceedings were held in abeyance pending the outcome of the criminal matter.

18. On or about January 8, 2010, the Defendants served the Plaintiff with a Department of Personnel Preliminary Notice of Disciplinary Action (31-A) suspending the Plaintiff with pay and on March 16, 2010 the Defendants served the Plaintiff with a Department of Personnel Preliminary Notice of Disciplinary Action (31-1) suspending the Plaintiff without pay effective March 16, 2010.

19. Alterman and Associates, LLC attorney's fees and costs for representing the Plaintiff in the criminal proceeding alone are \$15,646.46.

COUNT ONE

VIOLATION OF N.J.S.A. 40A:14-155

20. The Plaintiff hereby repeats all of the allegations of the factual summary set forth above as if set forth at length herein.

21. N.J.S.A. 40A:14-155 provides that whenever a member or officer of a municipal police department or force is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers in the furtherance of his official duties, the governing body of the municipality shall provide said member or officer with necessary means for the defense of such action or proceeding, but not for his defense in a disciplinary proceeding instituted against him by the municipality as a result of a complaint on behalf of the municipality. If any such disciplinary or criminal proceeding instituted by or on complaint of the municipality shall be dismissed or finally determined in favor of the member or officer, he shall be reimbursed for the expense of his defense.

22. The Defendants failed and/or refused to provide the Plaintiff with the necessary means for the defense of the criminal charges filed against him by the police department. On or about January 8, 2010, the criminal charges filed against the Plaintiff by the Lawrence Police department were dismissed by the Mercer County Superior Court.

23. On or about April 26, 2011, the Plaintiff, by and through his legal counsel, submitted to the Defendants in writing a demand for reimbursement of his back pay, costs. To date, the Defendants have failed and/or refused to reimburse to the Plaintiff the attorney fees and costs incurred by him in the defense of his criminal charges, in violation of N.J.S.A. 40A:14-155.

WHEREFORE, the Plaintiff demands judgment as follows:

- A. Awarding the Plaintiff's attorney's fees and costs in the amount of \$15,646.46, incurred by him in the defense of his criminal charges;
- B. Interest, attorney's fees and costs in bringing this action; and
- C. Any such other and further relief to which the Plaintiff may be entitled in either equity or law.

COUNT TWO

VIOLATION OF N.J.S.A. 40A:14-151

24. The Plaintiff hereby repeats all of the allegations of the factual summary set forth above as if set forth at length herein.

25. N.J.S.A. 40A:14-151 provides that "Whenever any member or officer of a municipal police force shall be suspended or dismissed from his office, employment or position and said suspension or dismissal shall be judicially determined to be illegal, said member or officer shall be entitled to recover his salary from the date such suspension or dismissal, provided a written application therefore shall be filed with the municipal clerk within 30 days after such judicial determination.

WHEREFORE, the Plaintiff demands judgment as follows:

- A. Awarding the Plaintiff's Back Pay, and contractual benefits and costs in the amount of \$82,453.62.
- B. Interest, attorney's fees and costs in bringing this action; and
- C. Ordering Lawrence Township to reimburse unemployment.

- D. Any such other and further relief to which the Plaintiff may be entitled in either equity or law.


JURY TRIAL DEMAND

Plaintiff demands trial by a jury as to all issues raised in all Counts of this Complaint.

DESIGNATION OF TRIAL COUNSEL

Christopher A. Gray, Esquire is hereby designated trial counsel of record.

Alterman & Associates LLC.
Attorneys for Plaintiff


By: 
Christopher A. Gray, ESQUIRE

DATE: 6/28/11

R. 4:5-1 CERTIFICATION

It is hereby stated that the matter in controversy is not the subject of any other action pending in any other court or of a pending arbitration proceeding to the best of our knowledge or belief. Also, to the best of our belief, no other action or arbitration is contemplated. Besides the parties set forth in this pleading, I know of no other parties that should be joined in this action. In addition, we recognize a continuing obligation of each party to file and serve all parties and the court an amended certification if there is a change in the facts stated in this original certification.

Alterman & Associates LLC.
Attorneys for Plaintiff

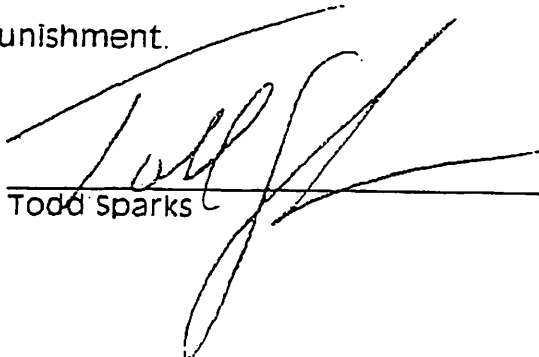
By: 
Christopher A. Gray, ESQUIRE

DATE: 6/28/11

PLAINTIFF'S CERTIFICATION

I, Todd Sparks, hereby certify as to the following:

1. I am the Plaintiff in this matter and, as such, have competent knowledge as to the facts stated herein.
2. I have thoroughly reviewed all of the allegations contained in this Complaint.
3. All of the allegations in this Complaint are true and correct to the best of my knowledge and belief.
4. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Todd Sparks

DATE:

6-23-2011

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release ("Agreement") is made and entered into by and between Plaintiff Todd Sparks ("Plaintiff") and Township of Lawrence ("Township") on the date that appears on the last page hereof. The signatories to this Agreement hereinafter will sometimes be referred to collectively as the "Parties."

WHEREAS, Plaintiff is employed as a police officer with the Township; and

WHEREAS, in January 2010 Plaintiff was charged with third degree theft by deception and later indicted; and

WHEREAS, the Township suspended Plaintiff without pay from March 16, 2010 until April 26, 2011 in connection with the third degree theft by deception charge; and

WHEREAS, the indictment was dismissed on or about April 26, 2011; and

WHEREAS, the Township issued administrative charges in connection with the theft by deception charge; and

WHEREAS, Plaintiff was taken off suspension with pay effective April 27, 2011, pending the disposition of the administrative charges; and

WHEREAS, Plaintiff instituted a Civil Action against the Township in the Superior Court of New Jersey, entitled Sparks v. Township of Lawrence, bearing Docket No. MER-L-1746-11 (hereinafter referred to as the "Civil Action"); and

WHEREAS, Plaintiff and the Township desire to settle fully, permanently and finally all differences between them, and to terminate any and all claims made or that could have been made against the Township and its officers, elected officials, employees, agents, and representatives, in the Civil Action, which settlement constitutes the good faith settlement of the Civil Action; and

WHEREAS, the Parties have negotiated with the aid of their respective counsel;

NOW, THEREFORE, in exchange for the mutual promises contained herein, the parties hereto agree as follows:

1. Consideration. (A) In exchange for the promises contained in this Agreement, the Township will provide the following "Consideration" in the amount of \$104,689.22, before deductions for taxes and pension payments, to the Plaintiff, representing compensation for the year in which he was suspended without pay plus 2011 uniform allowance, reduced by payments received by him from unemployment compensation (hereinafter referred to as the "Settlement Payment");

(B) Plaintiff will be eligible for \$250 towards 2010 eyeglass reimbursement, upon receipt of valid documentation verifying eligibility for the eyeglass reimbursement pursuant to the parties' Collective Negotiations Agreement;

(C) Plaintiff acknowledges that he has been credited with 25 vacation days, 14 holidays and 120 hours of sick time for the period that he was on suspension without pay, and is not eligible for reimbursement for the 2010 uniform allowance, extra duty or overtime;

(D) This Settlement Payment shall be the total amount paid by the Township for any and all claims incurred by any and all of the Plaintiff's with respect to claims and damages asserted in this Civil Action;

(E) Upon receipt of the executed copy of this Agreement from the Plaintiffs and in exchange for the General Release provided in this Agreement, the Township will provide the Settlement Payment to Plaintiff's counsel, Alterman & Associates, 8 South Maple Avenue, Marlton, NJ 08053, which shall constitute the total settlement of the Civil Action in the amount of \$104,689.22. This Consideration shall fully settle this matter, and Plaintiff agrees to

Dismiss this matter with prejudice and Plaintiff's counsel will voluntarily sign a Stipulation of Dismissal with Prejudice; and

(F) The Township reserves the right to pursue the outstanding administrative charges.

2. Taxes. The Township makes no representations or warranties regarding any tax issues related to the payments provided for in Paragraph 1, above. Plaintiff acknowledges and agrees that he has not relied on any advice from the Township or its agents, employees or representatives, concerning the taxability of the amounts to be paid under this Agreement or otherwise. In the event that taxes, interest or penalties are assessed against one or both Parties as a result of the payments made hereunder, Plaintiff and Plaintiff's counsel shall be solely responsible for the payment of such taxes, interest and/or penalties as may be assessed against them and agree to indemnify the Township and its successors and assigns, and current, former and future officers, agents, attorneys, elected officials, representatives and employees, personal and legal representatives, insurance carriers and its and their successors and assigns, heirs, predecessors, executors and administrators, for the payment of any and all taxes, interest and/or penalties that may be assessed against any of the Parties as a result of the payments made under the terms of this Agreement.

3. Limited Release of Claims. In consideration for the payments provided for in this Agreement, Plaintiff waives, releases and further discharges any and all claims and rights regarding wages, back pay, contractual benefits and counsel fees that may be made pursuant to N.J.S.A. 40A:14-151, 155 or N.J.S.A. 11A:2-22 which relate to Plaintiff's suspension from duty without pay from March 16, 2010 to April 26, 2011. The release extends to the Township and any of its respective successors and assigns in current, former and future

officers, agents, attorneys, elected officials, representatives and employees, personal and legal representatives, insurance carriers and their successors and assigns, heirs, predecessors, executors and administrators, (individually and collectively referred to as for "Released Parties").

5. No Admission. This Agreement shall not in any way be construed as an admission by the Township or the Released Parties of any liability to Plaintiff, and this Agreement shall not be offered, used or considered as evidence in any proceeding except to the extent necessary to enforce the terms of this Agreement. The Parties have entered into this Agreement for the sole purpose of resolving the various potential claims, both asserted and unasserted, in the Civil Action and otherwise, in order to avoid the burden, expense, delay and uncertainties of litigation. No findings of any kind have been made or issued by any court or administrative agency. Therefore, Plaintiff expressly acknowledges and agrees that he is not the prevailing party in the Civil Action or any pending or threatened litigation against the Township related to the potential claims, both asserted and unasserted, in the Civil Action or otherwise.

6. New Jersey Law Governs. This Agreement shall be governed by the laws of the State of New Jersey, and any action to enforce this Agreement shall be brought in the State of New Jersey.

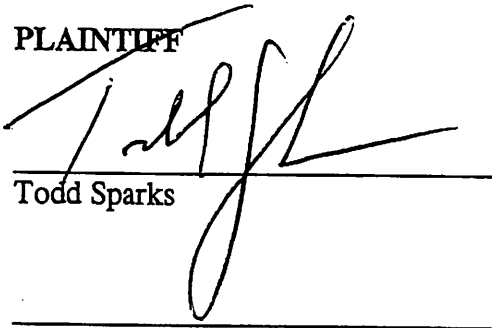
7. Entire Agreement; Severability of Terms. This Agreement contains the complete, entire understanding of the parties. In executing this Agreement, neither party relies on any term, condition, promise or representation other than those expressed in this Agreement. This Agreement supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. This Agreement may be

amended or modified only by a written agreement signed by all parties. If any provisions of this Agreement are determined to be invalid or otherwise unenforceable, then that invalidity or unenforceability shall not affect any other provision of this Agreement, which shall remain in full force and effect.

8. **Authority.** The undersigned representative executing this Agreement on behalf of the Township represents and warrants that he has full authority to agree to its terms.

I HAVE READ THE FOREGOING AGREEMENT, FULLY UNDERSTAND IT, HAVE BEEN GIVEN THE OPPORTUNITY TO REVIEW IT WITH COUNSEL, AND NOW VOLUNTARILY SIGN IT TO SHOW MY WILLINGNESS AND AGREEMENT TO BE BOUND BY ITS TERMS.

PLAINTIFF



Todd Sparks

FOR TOWNSHIP OF LAWRENCE



Richard Krawczun, Municipal Manager

Dated: 6/7, 2012

Dated: 05-24, 2012