

**COSTELLO & MAINS, P.C.**  
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Attorneys for Plaintiff

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DEC 26 2012  
CLERK OF SUPERIOR COURT  
GLOUCESTER COUNTY, NJ

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DAWN LAW,	:	SUPERIOR COURT OF NEW JERSEY
	:	GLOUCESTER COUNTY – LAW DIV.
Plaintiff,	:	
	:	Civil Action
vs.	:	
	:	DOCKET NO. L-1890-12
TOWNSHIP OF DEPTFORD and JOHN	:	COMPLAINT AND JURY DEMAND
DOES 1-5 AND 6-10,	:	
Defendants.	:	

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Plaintiff, Dawn Law, residing in Deptford, New Jersey, by way of Complaint against the defendant, says:

**Preliminary Statement**

This Complaint is brought under the New Jersey Law Against Discrimination (“LAD”) alleging sexual harassment and a claim of retaliation once complaint was made.

**Identification of Parties**

1. Plaintiff, Dawn Law, is, at all relevant times herein, a resident of the State of New Jersey and an employee of the defendants.
2. Defendant Township of Deptford is, at all relevant times herein, a municipality in the State of New Jersey subject to the LAD and the employer of plaintiff.
3. Defendants John Does 1-5 and 6-10, currently unidentified, are individuals and/or entities who, on the basis of their direct acts or on the basis of *respondeat superior*, are answerable to the plaintiff.

### General Allegations

4. Plaintiff began her employment with defendants as an emergency medical technician in or about December 2000.
5. She remains employed by the defendants at the time of the filing of this Complaint.
6. All harassment herein is alleged to be egregious, intentional and malicious.
7. All harassment herein is alleged to be severe and pervasive.
8. All harassment herein is alleged to be "because of" plaintiff's gender and/or sexual and/or sexist on its face.
9. All harassment herein is such that a reasonable woman in the same or similar circumstance as plaintiff would have considered the workplace to have altered so that it had become hostile and/or intimidating and/or abusive.
10. Plaintiff has been caused to suffer both economic and non-economic losses as the result of the harassment and subsequent retaliation.
11. The defendants are responsible both in compensatory and in punitive damages because members of upper management were aware of the conduct and either perpetrated it, ratified it and/or failed to stop it.
12. On or about October 2, 2012, David Snyder, defendants' deputy chief, sent plaintiff a text message propositioning her to engage in a sexual relationship.
13. Mr. Snyder was a member of defendants' upper management.
14. The text message was sent during work hours to plaintiff while she was working.
15. The sexual invitation was unanticipated, unwelcomed, and unappreciated.

16. Thereafter, plaintiff engaged in efforts to assure that she would not be alone with Mr. Snyder at work.

17. However, on October 10, 2012, plaintiff and Mr. Snyder were alone at work and Mr. Snyder requested to speak with plaintiff.

18. When plaintiff inquired if it was about work, Mr. Snyder responded in the negative, leaving plaintiff with a clear implication that it was about his sexual invitation.

19. Plaintiff then refused to talk and attempted to excuse herself.

20. As plaintiff left, Mr. Snyder attempted to continue his conversation about his prior sexual invitation.

21. Soon thereafter, plaintiff learned that supervisors would be assigned to shifts and assigned to ride in the ambulance with the technicians.

22. Plaintiff feared that she would be forced to work shifts with Mr. Snyder alone in an ambulance.

23. As a result, plaintiff reported to the chief, Tom Newman, Mr. Snyder's sexual advances and specifically showed him the text messages sent by Mr. Snyder.

24. Thereafter, defendants provided Mr. Snyder with the opportunity to resign immediately or to be suspended pending an investigation.

25. On or about October 22, 2012, Mr. Snyder resigned his employment.

26. Following his resignation, Mr. Snyder sent plaintiff a text message advising of his resignation and apologizing for his conduct.

27. On October 25, 2012, plaintiff was instructed to go to the Township manager's office, where she met with the solicitor, Doug Long.

28. Mr. Long immediately stated to plaintiff that she had two choices: resign and receive a check for unpaid vacation and sick time, or fight Mr. Long and be suspended for 30 days and then terminated.

29. When plaintiff inquired why she was being punished, Mr. Long stated that he had conducted a preliminary investigation and decided that the relationship between plaintiff and Mr. Snyder was consensual.

30. At no point during this "preliminary investigation" did Mr. Long or any other representatives speak with plaintiff.

31. Plaintiff denied Mr. Long's characterization of the relationship and offered to show him the text messages in question.

32. Mr. Long refused to view the text messages and stated that if she was trying to show them to him, then she was rejecting his offer to resign with benefits.

33. Following the October 25, 2012 meeting, plaintiff was, in fact, suspended from her position.

34. By letter dated November 15, 2012, plaintiff was returned to work as of November 19, 2012.

35. During the course of her suspension, plaintiff was never spoken to or interviewed.

36. Upon information and belief, neither Mr. Snyder nor plaintiff's partner, Paul Reyes, who was present when the text message was received, was interviewed.

37. A determinative and/or motivating factor in plaintiff's suspension was the fact that she had engaged in protected conduct under the LAD, complaining about sexual harassment.

38. Plaintiff was forced to suffer harm as a result of that suspension.

39. Plaintiff last received a copy of defendants' sexual harassment policy in or about 2008.

40. At no point in the ensuing four years between receipt of that policy and the harassment set forth above, has plaintiff received any further policy information from defendants.

41. At no point in time have the defendants conducted any training meant to discourage or prevent sexual harassment.

42. To the extent that the complained of conduct was participated in by members of upper management, punitive damages are appropriate.

## **COUNT I**

### **Sexual Harassment**

43. Plaintiff hereby repeats and realleges paragraphs 1 through 42, as though fully set forth herein.

44. The defendants are responsible for the sexual harassment for the reasons set forth above.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with non-economic compensatory damages, equitable back pay, equitable front pay, equitable reinstatement, punitive damages, interest, costs of suit, attorneys' fees, enhanced attorneys' fees, and any other relief the Court deems equitable and just.

## **COUNT II**

### **Retaliation Under the LAD**

45. Plaintiff hereby repeats and realleges paragraphs 1 through 44 as though fully set forth herein.

46. Plaintiff's suspension constitutes unlawful retaliation which is the liability of the defendants for the reasons set forth above.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with non-economic compensatory damages, equitable back pay, equitable front pay, equitable reinstatement, punitive damages, interest, costs of suit, attorneys' fees, enhanced attorneys' fees, and any other relief the Court deems equitable and just.

### COUNT III

#### Request for Equitable Relief

47. Plaintiff hereby repeats and realleges paragraphs 1 through 46 as though fully set forth herein.

48. Plaintiff requests the following equitable remedies and relief in this matter.

49. Plaintiff requests a declaration by this Court that the practices contested herein violate New Jersey law as set forth herein.

50. Plaintiff requests that this Court order the defendants to cease and desist all conduct inconsistent with the claims made herein going forward, both as to the specific plaintiff and as to all other individuals similarly situated.

51. To the extent that plaintiff was separated from employment and to the extent that the separation is contested herein, plaintiff requests equitable reinstatement, with equitable back pay and front pay.

52. Plaintiff requests, that in the event that equitable reinstatement and/or equitable back pay and equitable front pay is ordered to the plaintiff, that all lost wages, benefits, fringe benefits and other remuneration is also equitably restored to the plaintiff.

53. Plaintiff requests that the Court equitably order the defendants to pay costs and attorneys' fees along with statutory and required enhancements to said attorneys' fees.

54. Plaintiff requests that the Court order the defendants to alter their files so as to expunge any reference to which the Court finds violates the statutes implicated herein.

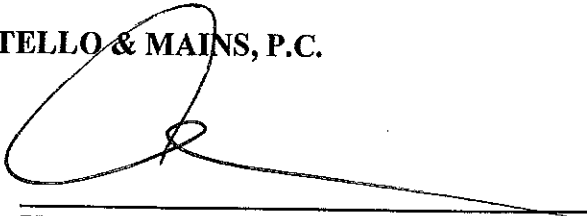
55. Plaintiff requests that the Court do such other equity as is reasonable, appropriate and just.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally and in the alternative, together with non-economic compensatory damages, equitable back pay, equitable front pay, equitable reinstatement, punitive damages, interest, costs of suit, attorneys' fees, enhanced attorneys' fees, and any other relief the Court deems equitable and just.

**COSTELLO & MAINS, P.C.**

DATED: 12/21/12

By:

  
\_\_\_\_\_  
Kevin M. Costello

**DEMAND TO PRESERVE EVIDENCE**

1. All defendants are hereby directed and demanded to preserve all physical and electronic information pertaining in any way to plaintiffs' employment, to plaintiffs' cause of action and/or prayers for relief, to any defenses to same, and pertaining to any party, including, but not limited to, electronic data storage, closed circuit TV footages, digital images, computer images, cache memory, searchable data, emails, spread sheets, employment files, memos, text messages and any and all online social or work related websites, entries on social networking sites (including, but not limited to, Facebook, twitter, MySpace, etc.), and any other information and/or data and/or things and/or documents which may be relevant to any claim or defense in this litigation.

2. Failure to do so will result in separate claims for spoliation of evidence and/or for appropriate adverse inferences.

**COSTELLO & MAINS, P.C.**

By: \_\_\_\_\_

**Kevin M. Costello**

**JURY DEMAND**

Plaintiffs hereby demand a trial by jury.

**COSTELLO & MAINS, P.C.**

By: \_\_\_\_\_

**Kevin M. Costello**



**RULE 4:5-1 CERTIFICATION**

1. I am licensed to practice law in New Jersey and am responsible for the captioned matter.
2. I am aware of no other matter currently filed or pending in any court in any jurisdiction which may affect the parties or matters described herein.

**COSTELLO & MAINS, P.C.**

By: \_\_\_\_\_

**Kevin M. Costello**

**DESIGNATION OF TRIAL COUNSEL**

Kevin M. Costello, Esquire, of the law firm of Costello & Mains, P.C., is hereby designated trial counsel.

**COSTELLO & MAINS, P.C.**

By: \_\_\_\_\_

**Kevin M. Costello**

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TOWNSHIP OF DEPTFORD  
DINA L. ZAWADSKI  
TOWNSHIP CLERK

**Charles B. Austermuhl, Esq.** - NJ Atty ID#022411989  
Attorneys for Defendant, Township of Deptford

DAWN LAW,  <p style="text-align: right;">Plaintiff,</p> v.  TOWNSHIP OF DEPTFORD, AND JOHN DOES 1-5 AND 6-10,  Defendants.	SUPERIOR COURT OF NEW JERSEY LAW DIVISION GLOUCESTER COUNTY DOCKET NO. GLO-L-1890-12  <p style="text-align: center;">Civil Action</p> GENERAL RELEASE AND SETTLEMENT AGREEMENT
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This Settlement Agreement and General Release (hereinafter "this Agreement") is entered into and by and among DAWN LAW (or "Plaintiff"), Releasor, and the TOWNSHIP OF DEPTFORD ("Defendant"), Releasees collectively known as "the Parties."

Whereas, RELEASOR, as Plaintiff, filed a Complaint against Releasee in the Superior Court of New Jersey, Gloucester County, entitled *Dawn Law v. Township of Deptford*, bearing Docket No. GLO-L-1890-12, and has asserted claims against Releasee; and,

Whereas, the Parties wish to settle all controversies among them involving Plaintiff, including Plaintiff's claims bearing Docket No. GLO-L-1890-12, and any and all related claims which could have been asserted, whether they are presently known or unknown,

Whereas, Releasee denies each and every allegation made by Plaintiff, and enters into this agreement for reasons other than the merits of Plaintiff's claims; and,

Whereas, Plaintiff agrees that the merits of her claims against Releasee 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 Twenty Five Thousand dollars (\$25,000.00), 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. The Parties agree that the full settlement amount is compensation for the personal injuries claimed in this matter. All prayers for relief are dismissed in consideration for the sum tendered.
- c. Plaintiff agrees that, but for this Settlement Agreement and General Release, she would not be entitled to the aforesaid payment.
- d. The settlement amount shall be paid by Releasee in the form of a check or checks payable to "Dawn Law, and her attorneys Costello and Mains,

P.C.”

- e. No payment shall be released without an executed Release and Settlement Agreement and signed Stipulation of Dismissal with Prejudice for the matter bearing Docket No. GLO-L-1890-12.

2. **DISMISSAL OF ACTION.**

Plaintiff understands and agrees that counsel for Releasee will file with the Superior Court of New Jersey, Gloucester County 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 her estate and/or her 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 she may have against Releasee 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;
- 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 she 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 her 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 No. GLO-L-1890-12.

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

Plaintiff waives her right to file any charge or complaint on her 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 her 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 Releasee 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 No. GLO-L-1890-12.

5. **DEFENSE/INDEMNIFICATION.**

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

6. **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 Releasee specifically denies any liability to Plaintiff or to any other person.

7. **ENTIRE AGREEMENT.**

This Agreement contains the sole and entire Agreement between the Parties.

Plaintiff represents and acknowledges that, prior to executing this Agreement, she consulted with her attorney and that she has had ample time to do so, and that she

obtained the advice of her counsel prior to making the decision to execute this Agreement, and that she 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.

8. **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 she has sought and received the advice of her attorney prior to executing this Agreement, and that she has had ample time to do so and that she knowingly and voluntarily has decided to settle her claims against Releasees after thoroughly reviewing this Agreement with her attorney.**

<b>Dawn Law, Plaintiff and Releasor</b>



Sworn to and subscribed before me this _____ day of _____ 2014	