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EDWIN ALICEA,

UNITED STATES DISTRICT COURT
DISTRICT COURT OF NEW JERSEY
TRENTON

Plaintiff

vs.

Civil Action No.:

LAKESWOOD TOWNSHIP;
JEREMY FELDER;
and **JOHN DOES 1-5** (fictitious individuals),
members of the Lakewood Township Police Department;
ROBERT LAWSON, Chief of Police;
JOHN DOES 6-10 (fictitious individuals),
Personnel of the Lakewood Township Police Department
in supervisory capacities;

COMPLAINT

Defendants.

JURISDICTION

1. This action is brought pursuant to 42 U.S.C. Section 1983 and in accordance with the Fourth and Fourteenth Amendments of the Constitution of the United States of America. Jurisdiction is conferred under 28 U.S.C. Section 1331 and Section 1343(3). This Court has supplemental jurisdiction over Plaintiff's pendent state law claims pursuant to 28 U.S.C. Section 1367.

PARTIES

2. Plaintiff Edwin Alicea, residing at 15 Drum Court, Lakewood, New Jersey, 08701, Ocean County, is and was, at all times herein relevant, a resident of the State of New Jersey.

3. Defendants Jeremy Felder and/or John Does 1-5 were at all times mentioned herein duly appointed and acting police officers of the Lakewood Township Police Department and at all times herein were acting in such a capacity as the agents, servants and/or employees of Lakewood Township and were acting under the color of law.

4. Defendants Chief of Police Robert Lawson and/or John Does 6-10 were at all times mentioned herein duly appointed and acting members of the Lakewood Township Police Department and at all times herein were acting in such capacities as the agents, servants and/or employees of Lakewood Township and were acting under the color of law.

5. Defendants Chief of Police Robert Lawson and/or John Does 6-10 were acting in supervisory capacities over Defendants Jeremy Felder and/or John Does 1-5, responsible by law for the training, supervision and conduct of Defendants Jeremy Felder, and/or John Does 1-5.

6. Defendant Lakewood Township is a duly designated municipality of the state of New Jersey, under the laws of the state of New Jersey.

7. At all times relevant hereto, Defendant Lakewood Township employed the aforementioned Defendants. As such, it was responsible for the training, supervision and conduct of Defendants Robert Lawson, Jeremy Felder, and/or John Does 1-10.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

1. On January 15, 2012, Defendant Jeremy Felder initiated a motor vehicle stop of Plaintiff Edwin Alecia in the Center Street parking lot in Lakewood, New Jersey.
2. Defendant Felder assaulted Plaintiff without justification and with excessive force.
3. Specifically, Defendant Felder forcefully removed Plaintiff from his vehicle; threw him to the ground, and assaulted him.
4. Defendant Felder then exposed Plaintiff to a burst of O.C. spray without justification.
5. Plaintiff was then arrested by Defendant Felder, brought to Lakewood Township Police Headquarters, processed and released.
6. As a result of Defendant Felder's unjustified assault, Plaintiff sustained bodily injuries; medical expenses; pain and suffering, and emotional distress.

COUNT ONE
SECTION 1983 USE OF EXCESSIVE FORCE

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. As a direct and proximate result of the above-referenced unlawful and malicious physical abuse of Plaintiff by Defendant Jeremy Felder committed under color of state law, Plaintiff sustained bodily harm and was deprived of his right to be secure in his person against unreasonable seizure of his person, in violation of the Fourth and Fourteenth Amendments of the Constitution of the United States and U.S.C. Section 1983.
3. As a direct and proximate cause of the malicious and outrageous conduct of the Defendant as set forth above, Plaintiff suffered bodily injuries, medical expenses and will suffer

additional special damages in the future in an amount which cannot yet be determined.

4. By reason of the above, Plaintiff was injured, suffered great mental anguish, and was deprived of his constitutional rights as described above.

WHEREFORE, Plaintiff Edwin Alicea demands judgment against Defendant Jeremy Felder, on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT TWO
SECTION 1983 UNLAWFUL POLICY, CUSTOM, PRACTICE
INADEQUATE TRAINING

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.

2. Defendants Lakewood Township's Police Department, Robert Lawson and/or John Does 6-10, are vested by state law with the authority to make policy on the use of force, effectuating arrests and police citizen encounters. Specifically, Defendant Robert Lawson is the Chief of Police. John Does 6-10 are responsible for training Police Officers in the use of force and/or were officers in charge when Plaintiff was assaulted and falsely arrested.

3. At all times mentioned herein, Defendants Felder and/or John Does 1-10, as police officers, agents, servants and/or employees of Defendant Lakewood Township, were acting under the direction and control of Defendants Lakewood Township Police Department, Robert Lawson and/or John Does 6-10, and were acting pursuant to the official policy, practice or custom of the Lakewood Township Police Department.

4. Acting under color of law pursuant to official policy, practice, or custom, Defendants Lakewood Township, Robert Lawson, and/or John Does 6-10 intentionally, knowingly,

recklessly and/or with deliberate indifference failed to train, instruct, supervise, control, and discipline, on a continuing basis Defendants Lawson, Felder, and/or John Does 1-10 in their duties to refrain from: (1) unlawfully and maliciously assaulting, arresting and harassing citizens; (2) intentionally, recklessly and/or negligently misrepresenting the facts of arrests and/or other police-citizen encounters; (3) falsifying police and/or other official records; (4) withholding and/or mishandling evidence; (5) making false arrests, and/or (6) using unreasonable and excessive force.

5. Defendants Lakewood Township, Robert Lawson and/or John Does 6-10 were aware of numerous similar police citizen encounters involving Defendants Lawson, Felder, John Does 1-10 and/or other Lakewood Township Police Officers whereby they customarily and frequently subjected citizens held in custody to physical and mental abuse; unlawfully and maliciously assaulted, arrested and harassed citizens; intentionally, recklessly and/or negligently misrepresented the facts of arrests and/or other police-citizen encounters; falsified police and/or other official records; made false arrests, mishandled and/or withheld evidence and/or used unreasonable and excessive force on citizen/arrestees.

6. Despite their awareness, Defendants Lakewood Township, Robert Lawson and/or John Does 6-10 failed to employ any type of corrective or disciplinary measures against Defendants Robert Lawson, Jeremy Felder, John Does 1-10 and/or other Lakewood Township Officers.

7. Defendants Lakewood Township, Robert Lawson, and/or John Does 6-10 had knowledge of, or, had they diligently exercised their duties to instruct, train, supervise, control, and discipline Defendants Robert Lawson, Jeremy Felder, and/or John Does 1-10 on a continuing

basis, should have had knowledge that the wrongs which were done, as heretofore alleged, were about to be committed.

8. Defendants Lakewood Township, Robert Lawson, and/or John Does 6-10 had power to prevent or aid in preventing the commission of said wrongs, could have done so by reasonable diligence, and intentionally, knowingly, recklessly and/or with deliberate indifference failed to do so.

9. Defendants Lakewood Township, Robert Lawson, and/or John Does 6-10, directly or indirectly, under color of state law, approved or ratified the unlawful, deliberate, malicious, reckless, and wanton conduct of Defendants Robert Lawson, Jeremy Felder, and/or John Does 1-10 heretofore described.

10. As a direct and proximate result of the acts of Defendants Lakewood Township, Robert Lawson, and/or John Does 6-10 as set forth herein, Plaintiff suffered physical injury, medical expenses, and mental anguish in connection with the deprivation of his constitutional rights guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States and protected by 42 U.S.C. Section 1983.

WHEREFORE, Plaintiff Edwin Alicea demands judgment against Defendants Lakewood Township, Robert Lawson, and/or John Does 6- 10, on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT THREE
SECTION 1983 DEMAND FOR PROSPECTIVE INJUNCTIVE RELIEF

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.

Pursuant to 42 USC Section 1983, given that there exists no adequate remedy at law, Plaintiff is entitled to prospective injunctive relief against the Defendants.

2. The relief sought by Plaintiff include, but is not limited to, the following:

- a. An order permanently restraining and enjoining Defendants Lakewood Township, Robert Lawson, Jeremy Felder, and John Does 1-10 from engaging in, encouraging, teaching, promoting or training Lakewood Township Police Officers in falsely arresting, maliciously prosecuting, maliciously abusing process, and/or using excessive force against citizens and/or arrestees.
- b. An order compelling Defendant Lakewood Township to take prompt, appropriate and corrective measures to prevent any practices that encourage, teach, engage in, promote or train its officers in falsely arresting, maliciously prosecuting, maliciously abusing process and/or using excessive force against citizens and/or arrestees.
- c. An order compelling Defendant Lakewood Township to provide regular and consistent training sessions to Lakewood Township Police Officers.
- d. An order compelling Defendant Lakewood Township to implement a system whereby prompt, appropriate action is taken against any Lakewood Township Police Officer who engages in, teaches and/or condones falsely arresting, maliciously prosecuting, maliciously abusing process and/or using excessive force against citizens and/or arrestees.
- e. An order permanently restraining and enjoining Defendants Jeremy Felder and John Does 1-5 from arresting citizens without adequate probable cause, physically abusing and using excessive force against citizens arrestees.
- f. An order permanently restraining and enjoining Defendant Lakewood Township from employing Defendants Felder, and John Does 1-10 as police officers or law enforcement personnel in any capacity except for clerical duty, solely and entirely confining them to Lakewood Township Police headquarters and limiting them entirely to desk duty; enjoining Defendants Felder and John Does 1-10 from any patrol duty, and enjoining Defendants Felder and John Does 1-10 from making arrests, assisting in making arrests and using any force in making arrests and/or assisting in

making arrests.

g. Any other relief as the Court deems proper and just.

WHEREFORE, Plaintiff Edwin Alicea demands judgment against Defendants Lakewood Township, Robert Lawson, and/or John Does 6- 10 on this Count, together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

SUPPLEMENTAL STATE LAW CLAIMS

COUNT FOUR
ASSAULT AND BATTERY

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. Defendant Felder committed an assault and battery on Plaintiff by physically injuring him without justification and/or by putting him in reasonable apprehension of serious and imminent bodily harm.
3. The assault and battery committed by the Defendant was contrary to the common law of the State of New Jersey.
4. Plaintiff invokes the supplemental jurisdiction of this court to hear and determine this claim.
5. As a result of the intentional, reckless, negligent and/or objectively unreasonable assault and battery, as specifically alleged above, Plaintiff sustained diverse substantial and permanent physical and emotional injuries, medical expenses, pain and suffering, and will continue to incur same in the future for some time to come.

WHEREFORE, Plaintiff Edwin Alicea demands judgment against Defendant Jeremy Felder on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT FIVE
VIOLATION OF NEW JERSEY CIVIL RIGHTS ACT (NJCR)

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. The excessive force used by Defendant Felder, set forth at length above, deprived Plaintiff of his substantive due process right to be free from unlawful seizure of his person and his fundamental right to liberty secured by the Constitution of the United States and the Constitution of the State of New Jersey, in violation of N.J.S.A. 10:6-1, *et seq.* ("The New Jersey Civil Rights Act").
3. As a direct and proximate result of the aforesaid acts of Defendant Jeremy Felder, Plaintiff suffered physical injury, medical expenses, and mental anguish.

WHEREFORE, Plaintiff Edwin Alicea demands judgment against Defendant Jeremy Felder on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT SIX
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. The actions of Defendant Felder in his use of excessive force upon Plaintiff and his assault and battery of Plaintiff were intentional, extreme and outrageous.

3. As a result of said conduct, Plaintiff sustained severe emotional distress that no person should be expected to endure.

4. The acts of the Defendant were in violation of the common law of the State of New Jersey.

5. Plaintiff invokes the supplemental jurisdiction of this court to hear and determine this claim.

WHEREFORE, Plaintiff Edwin Alicea demands judgment against Defendant Jeremy Felder on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury as to all issues.

DESIGNATION OF TRIAL COUNSEL

Please be advised that Thomas J. Mallon, Esquire is hereby designated trial counsel in the above captioned matter.

Dated: October 11, 2012

/s/ Thomas J. Mallon, Esquire
THOMAS J. MALLON, ESQUIRE

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated 9/18/13 is given by EDWIN ALICEA, referred to as "I", to LAKEWOOD TOWNSHIP, JEREMY FELDER AND ROBERT LAWSON and their agents and employees, referred to as "You". If more than one person signs this Release, "T" shall mean each person who signs this Release.

1. **RELEASE.** I release and give up any and all claims and rights which I may have against you. This releases any and all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now, and to future claims as described below. I specifically release all claims from personal injuries, both physical and emotional, and all other losses and damages, including punitive damages, allegedly arising from acts or omissions by **LAKEWOOD TOWNSHIP, JEREMY FELDER AND ROBERT LAWSON**, and their agents and employees, for the events occurring on and about January 15, 2012 which is the subject of lawsuit in ALICEA v. LAKEWOOD TOWNSHIP, ET AL., Civil Action No.12-6404 (JAP-DEA), and any and all claims for personal injuries and all other damages and losses, including punitive damages, alleged in the future as a result of the acts or omissions of **LAKEWOOD TOWNSHIP, JEREMY FELDER AND ROBERT LAWSON** alleged in ALICEA v. LAKEWOOD TOWNSHIP, ET AL., Civil Action No.12-6404 (JAP-DEA).

I further understand and agree that by executing this Release and accepting the money paid by you, I acknowledge that I have received fair, just, and adequate consideration for any and all claims, and I further understand and agree that by executing this Release and accepting the money paid by you I have forever remised, released, discharged, and given up any and all claims that I or others might have against you arising from or alleged to arise from any acts or omissions by

LAKWOOD TOWNSHIP, JEREMY FELDER AND ROBERT LAWSON, and their agents and employees as described above. I further understand and agree that if any claims are made at any time in the future by me, directly or indirectly, or by or on behalf of **EDWIN ALICEA's** heirs and/or survivors, or by some person in a representative capacity, for pecuniary losses, injuries or damages arising from the current action against you, that you shall be entitled to be indemnified by **EDWIN ALICEA's** heirs, executors, administrators, or personal representatives, for any sums expended in defending against said claims including, but not limited to, attorneys' fees and all costs of suit together with any sum paid by way of judgment, settlement, or otherwise on account of those claims.

It is further understood and agreed that the payment of the money being paid pursuant to this Release is in full accord and satisfaction, and in compromise of, any and all disputed claims, and that the payment of the money is not an admission of liability but is made for the sole purpose of terminating the litigation between the parties.

In the event I have received or shall receive any monies from any person who hereafter seeks to recover the monies from you by way of a claim or action of any type, including but not limited to subrogation actions and claims and actions or claims for contribution and/or indemnification, I shall indemnify and hold you harmless from and against any judgment entered against you or any payment made by you in connection therewith, and also for any money spent in defending against such claims including, but not limited to, attorney's fees, costs of suit, judgment, or settlement by you.

2. **LIENS.** I hereby certify that if there are any liens against the proceeds of this settlement, they will be paid in full or compromised and released by me out of and from the amount stated in paragraph 4, below. If any liens exist which are not satisfied as required by this Agreement

and a claim is made or an action filed against you by anyone to enforce such liens, I agree that I will immediately pay such liens in full. This is intended to include all liens, including but not limited to attorney's liens, liens in favor of hospitals and other medical providers, liens in favor of health and other insurers, Medicare and Medicaid liens, worker's compensation liens, all statutory or common law liens, and judgment liens. My attorney has investigated the existence of such liens, and I am making this statement based upon information known to me and/or supplied to me by my attorney. Therefore, I agree to indemnify and hold you harmless from and against any and all claims made against you by reason of any liens against the proceeds of this settlement. In addition, in the event a claim is hereafter made or an action is hereafter filed against you by anyone seeking payment of liens, I will indemnify and hold you harmless from and against any money spent in defending against such a claim, including but not limited to, attorney's fees, costs of suit, judgment, or settlement by you.

3. **WARRANTY AS TO MEDICARE INVOLVEMENT.** I understand and acknowledge that the Medicare, Medicaid and SCHIP Extension Act of 2007 requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within thirty months of the settlement. In further consideration of the settlement agreement agreed to herein, I warrant and represent to You the following: 1) Medicare has made no conditional payments for any medical expense or prescription expense on my behalf related to this incident; 2) I am not, nor have I ever been a Medicare beneficiary; 3) I am not currently receiving Social Security Disability Benefits; 4) I have not applied for Social Security Disability Benefits; 5) I have not been denied, nor have I appealed from a denial of Social Security Disability Benefits; 6) I do not expect to be eligible for Medicare benefits within the next 30 months; 7) I am not in End

Stage Renal failure; and 8) no liens, including but not limited to liens for medical treatments by hospitals, physicians, or medical providers of any kind have been filed for the treatment of injuries sustained in this incident.

4. **ATTORNEY'S FEES.** Each party shall bear his or her own attorney's fees and costs arising from this action and in connection with the Complaint, the Release, and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters. I shall be totally responsible for any attorney's liens arising out of representation of me by any attorney which may have been or will be asserted in connection with this claim or related matters.

5. **PAYMENT.** I have been paid a total of \$40,000 in full payment for making this Release, with said payment represented as follows: \$40,000 from the **TOWNSHIP OF LAKEWOOD**. I agree that I will not seek anything further, including any other payment, from you.

6. **WHO IS BOUND.** I am bound by this release. I specifically understand and agree that all of the terms and conditions of the Release are for the benefit of and are binding upon me, and anyone else who succeeds to our rights and responsibilities. This Release is made for your benefit and for the benefit of all who succeed to your rights and responsibilities, such as your heirs and your estate.

7. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** The person signing this Release represents and warrants that they have the sole right and exclusive authority to execute this Settlement Agreement and receive the sum specified in it, and that he or she had no sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

8. **REPRESENTATION OF COMPREHENSION OF DOCUMENT.** In entering into this Release, I represent that I have relied upon the legal advice of my attorney, who is the

attorney of my choice, and that I have read this Release in its entirety or had it read to me, and that the terms of this Release have been explained to me by my attorney, and that these terms are fully understood and voluntarily accepted by me.

9. **GOVERNING LAW.** This Release shall be construed and interpreted in accordance with the laws of the State of New Jersey.

10. **ADDITIONAL DOCUMENTS.** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all action which may be necessary or appropriate to give full force and effect to the terms and intent of this Release.

11. **NON-DISCLOSURE.** I, including my respective counsel, stipulate that the settlement of this action and this Release are **confidential**. I shall not disclose the amount of the settlement or the terms hereof to any person nor discuss or confirm the same with any person, except my counsel, spouse and/or tax professional. I agree that I am responsible for insuring that my spouse and tax professional understand and comply with this confidentiality provision. I and my counsel agree not to contact the media or make any press release regarding the resolution of this matter. In the event I am contacted by any person regarding the within litigation or this settlement, I shall state that "the matter has been resolved" and that I have "no further comment." In the event I receive a subpoena or court order regarding the terms of this settlement, I shall provide You with at least 10 days notice before complying with said subpoena or court order. I acknowledge that you, may be required to disclose the amount of this settlement, under the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1, et seq., or other law or court order. Any such disclosure by you pursuant to OPRA, or other law or court order, shall not operate as a waiver of the confidentiality of this settlement nor shall it relieve me of my obligation to comply with the terms of this paragraph.

Edwin Alicea
EDWIN ALICEA

Thomas J. Malloy
Attorney for Plaintiff

STATE OF NEW JERSEY
COUNTY OF

I certify that on SEPTEMBER 18, 2023, EDWIN ALICEA, came before me and acknowledge under oath, to my satisfaction, that he/she has the power and authority to execute this release and to bind HIM and that he/she personally signed this document, and that he/she voluntarily signed, sealed, and delivered this document as his/her act or deed, without coercion or undue influence by any other person(s).

Thomas J. Malloy
Notary Public
attorney at law
N.J.