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

<p>VAUGN MOLOCK,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>BOROUGH OF CLEMENTON, OFFICER JOSEPH McDEVIT, FICTITIOUS DESIGNATION JOHN DOES (#1-25), FICTITIOUS DESIGNATION, ABC CORPS. (#1-25).</p> <p style="text-align: right;">Defendants.</p>	<p>CIVIL ACTION NO.:</p> <p style="text-align: center;">COMPLAINT AND JURY TRIAL DEMAND</p>
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Plaintiff Vaugn Molock, residing in the Borough of Pine Hill, County of Camden, State of New Jersey, by way of Complaint against all defendants, states as follows:

PRELIMINARY STATEMENT

This suit is filed in order to vindicate the rights of Plaintiff to engage in activity protected by the Fourth and Fourteenth Amendments to the Constitution of the United States of America without fear of reprisal and to seek economic redress for losses suffered by the Plaintiff at the hands of Defendants.

JURISDICTION

1. This Court has jurisdiction over the dispute between the parties pursuant to 28 U.S.C. §1331 and 28 U.S.C. §1343(a) (3) and (4) because Plaintiff's civil causes of action arise under the Constitution and laws of the United States, specifically 42 U.S.C. §1983 and the

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Fourth and Fourteenth Amendments to the Constitution of the United States of America.

2. Venue is proper in this Court pursuant to 28 U.S.C. §1391(b) because this Court sits in the district where all of the Defendants reside and is also the district where the substantial part of the events or omissions in connection with Plaintiff's claims arose.

PARTIES

3. Plaintiff Vaughn Molock is an individual and resides in the Borough of Pine Hill, County of Camden, State of New Jersey.

4. Defendant Borough of Clementon is, upon information and belief, a duly designated municipality of the State of New Jersey and organized under the laws of the State of New Jersey, located in the County of Camden.

5. Defendant Officer Joseph McDevit was at all relevant times duly appointed and an active police officer of the Defendant Borough of Clementon Police Department and was acting in such capacities as the agent, servant, and/or employee of Defendant Borough of Clementon and was acting under color of law. Said Defendant is being named herein in his official and individual capacities.

6. At all relevant times John Does 1-25, names of said individuals presently unknown and fictitious, were supervisors, agents, employees, servants or otherwise acting on behalf of and within the scope of their employment with the Borough of Clementon, acting under color of law, or who conspired with Defendant McDevit to cause the arrest of Plaintiff.

7. ABC Corps. 1-25 are fictitious designations for one or more private or public entities and organizations whose identities are currently unknown.

FACTS COMMON TO ALL COUNTS

8. On or about June 21, 2011, Plaintiff was lawfully on premises known as the Mansions Apartments in Pine Hill, New Jersey.

9. At said time and place, Plaintiff had an argument with Officer Ray Benevento, an

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officer with the Borough of Lindenwold Police Department, who, with other Officers from the Boroughs of Lindenwold and Pine Hill, was investigating a complaint of criminal activity. At said time and place, Officer Benevento arrested Plaintiff.

10. On or about June 22, 2011, after Plaintiff had posted bail and was free, officers of the Borough of Clementon were dispatched to investigate a report of armed robbery.

11. Officers of the Borough of Clementon interviewed the alleged victim of the crime being investigated on June 22, 2011. Without any support or factual basis, Defendant McDevit claimed that the alleged victim had identified Plaintiff as the perpetrator of an armed robbery. Defendant McDevit had been informed by unidentified officers of the Borough of Pine Hill of the Plaintiff's arrest the prior day, had been advised that Plaintiff and an individual known as Lavern Hall had been arrested the prior day for different offenses, and that the officers of the Borough of Pine Hill had investigated a report of a male in possession of a gun the prior day, and claimed that the gun had matched in description the gun used in the reported armed robbery on June 22, 2011.

12. Based upon this information alone, Defendant McDevit caused a warrant to issue for the arrest of the Plaintiff.

13. On or about June 24, 2011, Plaintiff, having been advised of the warrant for his arrest, surrendered to the Borough of Clementon Police Department, and professed his innocence. Despite same, Plaintiff was arrested and incarcerated.

14. The alleged victim of the armed robbery repeatedly advised that the Plaintiff was not the person involved in the crime reported. Despite same, Plaintiff was kept incarcerated for a minimum of three weeks, and only after retention of counsel, Plaintiff was released.

15. The charge of armed robbery was dismissed as to the Plaintiff.

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FIRST COUNT

**Claim For Violation Of Rights Against Being Subjected to Unreasonable Seizures
As Protected By The Fourth and Fourteenth Amendments Of The U.S. Constitution
Brought Pursuant to 42 U.S.C. §1983**

16. Plaintiff Vaughn Molock repeats and realleges the allegations contained in Paragraphs 1 through 15 as if set forth at length herein.

17. At all relevant times, Defendants McDevit and John Does 1-15 were acting under color of law, as agents, servants, and employees of Defendant Borough of Clementon, and the boroughs of Lindenwold and Pine Hill in connection with the incident described herein involving Plaintiff.

18. The Fourth Amendment to the United States Constitution protects persons from being subjected to unreasonable seizures by the police.

19. As a result of the aforementioned intentional acts, Plaintiff was subjected to a seizure as he was unable to leave and was subsequently incarcerated. The intentional conduct of the Defendant's constituted a stop and/or arrest of Plaintiff amounting to an unlawful "seizure" within the meaning of the law.

20. All of the aforementioned acts or omissions of the Defendants were unnecessary and completely unreasonable under the circumstances, not justified according to law and deprived Plaintiff of his federally protected constitutional right to be free from unlawful seizures, false arrest, and false imprisonment.

21. As a direct and proximate result of the aforementioned violations of Plaintiff's civil and constitutional rights actionable under 42 U.S.C. § 1983, Plaintiff was caused to suffer loss and damages.

WHEREFORE, Plaintiff Vaughn Molock demands judgment against Defendants Borough of Clementon, Officer Joseph McDevit, John Does 1-25 and ABC Corps. 1-25, jointly and severally for compensatory damages, punitive damages, attorney's fees, interest, cost of suit,

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and such other and further relief as the Court deems equitable and just.

SECOND COUNT

**Claim For Supervisor Liability for Violatins of Civil Rights
Pursuant to 42 U.S.C. §1983**

22. Plaintiff Vaughn Molock repeats and realleges the allegations contained in Paragraphs 1 through 21 as if set forth at length herein.

23. At all relevant times, Defendants John Does 16-25 were acting under color of law, as supervisors, agents, servants, and employees acting on behalf of and in the scope of employment with the Defendant Borough of Clementon.

24. Defendants John Does 16-25 were the superiors or supervisors of Defendant Officers.

25. Defendants John Does 16-25 were responsible for making government policy and for oversight of the functions and duties of their respective departments, divisions, bureaus, and agencies and engaged in providing general welfare services, including police protection.

26. John Does 16-25 directed Defendant McDevit to undertake the actions in question, and/or had knowledge of Defendant McDevit's violations of Plaintiff's constitutional rights and acquiesced in that violation, and/or with deliberate indifference to the consequences, established and maintained a policy, practice or custom which directly caused the aforementioned violations of Plaintiff's constitutional rights.

27. As a direct and proximate result of the aforementioned violations of Plaintiff's civil and constitutional rights actionable under 42 U.S.C. § 1983, Plaintiff was caused to suffer loss and damage.

28. WHEREFORE, Plaintiff Vaughn Molock demands judgment against Defendants Borough of Clementon, Officer Joseph McDevit, John Does 1-25 and ABC Corps. 1-25, jointly and severally for compensatory damages, punitive damages, attorney's fees, interest, cost of

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suit, and such other and further relief as the Court deems equitable and just.

THIRD COUNT

Liability for Inadequate Training Causing Violations of Civil Rights Pursuant to 42 U.S.C. §1983

29. Plaintiff Vaughn Molock repeats and realleges the allegations contained in Paragraphs 1 through 28 as if set forth at length herein.

30. Defendant Borough of Clementon, John Does 16-25, and ABC Corps. 1-25 were responsible for making government policy and for oversight of the functions and duties of their respective departments, divisions, bureaus and agencies engaged in providing general welfare services, including police protection.

31. These Defendants failed to establish adequate training programs in order to properly train its police employees to carry out their official duties in effectuating lawful seizures of its citizens,

32. The failure on behalf of these Defendants to adequately train its police employees amounted to deliberate indifference to the fact that inaction would obviously result in the violation of its citizens' Fourth Amendment Rights to be free from unlawful seizures.

33. The failure on behalf of these Defendants to adequately train its police employees including, but not limited to the Defendant McDevit, proximately caused the violation of Plaintiff's Fourth Amendment Rights to be free from unlawful seizures and excessive force at the hands of the police.

34. As a direct and proximate result of the aforementioned violations of Plaintiff's civil and constitutional rights actionable under 42 U.S.C. § 1983, Plaintiff was caused to suffer serious and permanent injuries, and has sustained other losses and damages.

JURY DEMAND

Plaintiff demands a trial by jury as to all issues so triable.

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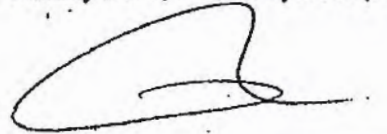
NOTICE OF DESIGNATION OF TRIAL COUNSEL

Plaintiff hereby designates Paul R. Rizzo, Esq. as trial counsel in connection with the above-captioned matter.

CERTIFICATION OF COUNSEL

The undersigned hereby certifies that at the time of filing this Complaint, the matter in controversy is not the subject of any other action pending in any court and/or arbitration proceeding. The undersigned is unaware of any non-party who should be joined in this action at this time.

I hereby 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.



Paul R. Rizzo

Dated: MAY 16, 2013

RELEASE

This Release, executed on the ^{14th} ~~08~~ day of ^{June} ~~14th~~, 2016, is given

BY the Releasor

VAUGHN MOLOCK, referred to as "I," "Me" and "My"

TO

BOROUGH OF CLEMENTON, JOSEPH McDEVITT, BRIAN SHUE and NEIL CLARK,
referred to as "You" and "Your."

1. Release. I release and give up any and all claims and rights which I may have against You. This releases all claims, whether or not they have been specifically pled or specifically mentioned in this Release. This Release applies to all claims resulting from anything which has happened up until now, including but not limited to specifically releasing the following claims:

Any and all claims asserted or that could have been asserted in the captioned and docketed matter styled as "VAUGHN MOLOCK, Plaintiff v. BOROUGH OF CLEMENTON, OFFICER JOSEPH McDEVIT, OFFICER BRAIN SHUE and OFFICER NEIL CLARK, Defendants." Civil Action No. 1:13-cv-03316-NLH-JS, including but not limited to claims of unreasonable search & seizure, inadequate training, supervisor liability, discrimination, false arrest, false imprisonment, malicious prosecution, negligence, official misconduct or any other claims for violations of constitutional rights and/or civil rights pursuant to 42 U.S.C. §1983, or the New Jersey Civil Rights Act, as result of events occurring in June 2011 and July 2011, or anytime thereafter.

2. No Admission of Liability. This release is not meant to be construed as an admission of liability as to any party, as liability is disputed and denied. It is further specifically understood and agreed that You do not make any admission of liability by making payment pursuant to this Release and that the settlement is entered into solely for the purposes of terminating the legal proceedings in this matter.

3. Payment. In consideration for making this Release, You have agreed to pay Me a settlement of Seventy-Five Thousand Dollars (\$75,000.00). I further understand and agree that I will not seek anything further from You, including but not limited to any other payments from You for past, present or future medical expenses, lost wages, pain and suffering, humiliation, embarrassment, defamation of character, emotional distress, nominal damages, compensatory damages, punitive damages, costs, fees, interest and/or attorney's fees.

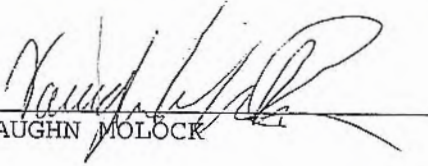
4. Agreement to Satisfy and Indemnify with Respect to Bills, Liens and/or Judgments. I agree to pay any valid judgments or liens which exist against Me, which are payable by law, which may have been imposed by Medicaid, Medicare, Social Services or My personal health insurance carrier, to include any judgment for child support, restitution and other fines which may have been imposed by a court of law, which by law must be satisfied from the proceeds of this settlement. In making this Agreement, I understand and agree that I will defend and indemnify You, for all claims by any government entity and/or judgment creditor who may assert or attempt to assert any cause of action against You for My failure to satisfy such liens and/or judgments from the proceeds of this Settlement.

5. Who is Bound. I am bound by this Release along with any and all of my predecessors in interest. Anyone who succeeds to my rights and responsibilities is also bound. This Release is made for Your benefit and all who succeed to Your rights and responsibilities, such as any of Your heirs or executors.

6. Warranty of Capacity to Execute. I represent and warrant that no other person or entity has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Release and that I have the sole right and exclusive authority to execute this Release and receive the sum specified above. I further agree to defend and indemnify You against claims by any other person or entity that asserts an interest in the same claims, demands, obligations or causes of action referred to in this Release. I represent and warrant that I have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

7. Representation of Comprehension of Document. In entering into this Release, I represent that I have relied upon the legal advice of My attorney, Paul R. Rizzo, Esquire, and that the terms of this Release have been explained to Me by My attorney, to My complete satisfaction. I fully understand and voluntarily accept the terms of this Release. I represent and certify that no one has forced Me to accept the terms of this Release and to settle this matter.

8. Signature. I understand and agree to the terms of this Release.


VAUGHN MOLOCK

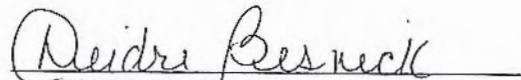
STATE OF NEW JERSEY

SS:

COUNTY OF Camden

I CERTIFY that on the 14, day of June, 2016, VAUGHN MOLOCK personally came before me and acknowledged under oath to my satisfaction, that this person:

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his own act and deed.


NOTARY PUBLIC

DEIDRE A. BESNICK
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES JUNE 24, 2018