

LAWRENCE N. LAVIGNE, ESQ. 005581982  
LAWRENCE N. LAVIGNE, ESQ. L.L.C.  
2204 Morris Avenue, Suite L-1  
Union, NJ 07083  
Tel: (908) 687-7750  
Fax: (908) 687-7752  
Attorneys for Andre Crawford

RECEIVED / FILED  
Superior Court of New Jersey

SEP 16 2013

CIVIL CASE MANAGEMENT  
UNION COUNTY

ANDRE CRAWFORD )  
Plaintiff, )  
v. )  
CITY OF PLAINFIELD, CITY OF )  
PLAINFIELD POLICE )  
DEPARTMENT, JEFFREY PLUM )  
Defendants )

Superior Court of New Jersey  
Law Division  
Union County  
Docket No:

UNN-L-3184-13

COMPLAINT

ANDRE CRAWFORD residing at 1141 Thonton Ave, Plainfield, New Jersey complains of the Defendants and says:

COUNT ONE

1. At all relevant times hereto, Plaintiff was employed by Defendant City of Plainfield, Police Department as a patrolman.
2. At all relevant times hereto, Plaintiff was President of the local police union.
3. At all relevant times hereto, Jeffrey Plum ("Plum") was employed by the Defendant, City of Plainfield Police Department and held the rank of Lieutenant.
4. On February 19, 2013 Plaintiff observed Plum who was off duty, kissing and otherwise acting unprofessionally and inappropriately with a subordinate, Melissa Howell.
5. Plaintiff complained to Plum that the latter's behavior was unprofessional and inappropriate.
6. Plaintiff also wrote Plum up for the incident.
7. Plaintiff observed Plum engaging in what Plaintiff reasonably believed was sexual harassment in violation of the New Jersey Law Against Discrimination ("NJLAD") N.J.S.A. 10:5-1 et seq

8. Plaintiff complained about what he believed was a sexual relationship between Plum and Howell and Plum's inappropriate behavior.

8. Plaintiff's reporting/complaining of Plum's inappropriate sexual harassment aforesaid was a protected activity under the NJLAD.

9. As a result of Plaintiff's reporting Plum's inappropriate sexual harassment aforesaid, Plaintiff was retaliated against in violation of the NJLAD.

10. Said retaliation includes but is not limited to, Plum filing a hostile workplace complaint against Plaintiff and Plaintiff being transferred from Uniform Bureau Platoon 2A to 1A.

11. Plaintiff suffered injury as a result of the aforesaid retaliation including but not limited to emotional distress, a significant reduction in overtime, an unwanted change in schedule requiring him to work certain holidays that he would have had off but for the transfer, being the subject of ridicule by fellow officers and suffering embarrassment before the community.

WHEREFORE: Plaintiff demands judgment against defendants for compensatory damages, attorney's fee pursuant to statute, costs of suit and any other relief that this Court deems just.

### COUNT TWO

12. Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1-11 as if each was alleged herein at length.

13. Defendants, through their actions created a hostile work environment in violation of the NJLAD.

14. Defendant permitted a hostile work environment to exist which existed due to Plaintiff's inclusion in the protected class.

15. Defendants have violated N.J.S.A. 10:5-1 et seq.

16. As a result of Defendants' violations of N.J.S.A. 10:5-1, Plaintiff suffered damages and injury including but not limited to severe emotional distress.

WHEREFORE: Plaintiff demands judgment against defendants for compensatory damages, attorney's fee pursuant to statute, costs of suit and any other relief that this Court deems just.

### COUNT THREE

17. Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1-16 as if each was alleged herein at length

18. Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1-10 contained Count Three as if each was alleged herein at length.

19. The actions of Defendant were willful and wonton.

WHEREFORE: Plaintiff demands judgment against Defendants for punitive damages.

### NOTICE PURSUANT TO RULES 1:5-1(a) & 4:17-4(c)

TAKE NOTICE that the undersigned attorneys, counsel for this Plaintiff, do hereby demand, pursuant to Rules 1:5-1(a) and 4:17-4(c) that each party herein serving pleadings and interrogatories and receiving answers thereto serve copies of all such pleadings and answered interrogatories received from any party, including any documents, papers and other material referred to therein, upon the undersigned attorney and TAKE NOTICE that this is a continuing demand.

### DEMAND FOR TRIAL BY JURY

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

### DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to R. 4:25-4, Lawrence N. Lavigne, Esq. is hereby designated as trial counsel in the within captioned matter.

### CERTIFICATION

I hereby certify pursuant to R. 4:5-1 that, to my present knowledge, the matter in controversy is the not the subject of any other action. I further certify that, to my present knowledge, no other party should be joined in the within action at this time, however, we is still reviewing this matter to determine if additional parties should be joined. This is to further certify that the within pleading has been served within the time provided by the Rules governing the Courts of the State of New Jersey.

CERTIFICATION OF OTHER MATTERS

None.

LAWRENCE N. LAVIGNE, ESQ. L.L.C.  
Attorneys for Plaintiff

By:

  
LAWRENCE N. LAVIGNE

Dated: September 13, 2013

LAWRENCE N. LAVIGNE, ESQ. 005581982  
LAWRENCE N.LAVIGNE, ESQ. L.L.C.  
2204 Morris Avenue, Suite L-1  
Union, NJ 07083  
Tel: (908) 687-7750  
Fax: (908) 687-7752  
Attorneys for Andre Crawford

ANDRE CRAWFORD	)	Superior Court of New Jersey
Plaintiff,	)	Law Division
	)	Union County
v.	)	Docket No:
	)	
CITY OF PLAINFIELD, CITY OF	)	
PLAINFIELD POLICE	)	
DEPARTMENT, JEFFREY PLUM	)	
	)	
Defendants	)	<b>AMENDED COMPLAINT</b>

ANDRE CRAWFORD residing at 1141 Thonton Ave, Plainfield, New Jersey complains of the Defendants and says:

**COUNT ONE**

1. At all relevant times hereto, Plaintiff was employed by Defendant City of Plainfield, Police Department as a patrolman.
2. At all relevant times hereto, Plaintiff was President of the local police union.
3. At all relevant times hereto, Plaintiff was a patrolman.
4. At all relevant times hereto, Jeffrey Plum ("Plum") was employed by the Defendant, City of Plainfield Police Department and held the rank of Lieutenant.
5. At all relevant times hereto, Plum was a superior officer to Plaintiff and had the authority to control Plaintiff's jobs functions including but not limited to, scheduling, duties, imposing discipline and others.
6. On February 19, 2013 Plaintiff observed Plum who was off duty, kissing and otherwise acting unprofessionally and inappropriately with a subordinate, Melissa Howell.
7. Plaintiff reasonably believed that Plum's behavior was improper, in violation of department policy and discriminatory.

## COUNT TWO

19. Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1-18 as if each was alleged herein at length.

20. Defendants, through their actions created a hostile work environment in violation of the NJLAD.

21. Defendant permitted a hostile work environment to exist which existed due to Plaintiff's inclusion in the protected class.

22. Defendants have violated N.J.S.A. 10:5-1 et seq.

23. As a result of Defendants' violations of N.J.S.A. 10:5-1, Plaintiff suffered damages and injury including but not limited to severe emotional distress.

**WHEREFORE:** Plaintiff demands judgment against defendants for compensatory damages, attorney's fee pursuant to statute, costs of suit and any other relief that this Court deems just.

## COUNT THREE

24. Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1-23 as if each was alleged herein at length

25. Plum as a superior officer aided and abetted in the violation of N.J.S.A. 10:5-1 et seq.

26. As an aider and abettor, Plum is liable to Plaintiff for damages.

**WHEREFORE:** Plaintiff demands judgment against defendants for compensatory damages, attorney's fee pursuant to statute, costs of suit and any other relief that this Court deems

## COUNT FOUR

27. Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1-26 as if each was alleged herein at length

28. Plaintiff repeats and re-alleges each of the allegations contained in paragraphs 1-10 contained Count Three as if each was alleged herein at length.

29. The actions of Defendant were willful and wonton.

WHEREFORE: Plaintiff demands judgment against Defendants for punitive damages.

NOTICE PURSUANT TO RULES 1:5-1(a) & 4:17-4(c)

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DEMAND FOR TRIAL BY JURY

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

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PLEASE TAKE NOTICE that pursuant to R. 4:25-4, Lawrence N. Lavigne, Esq. is hereby designated as trial counsel in the within captioned matter.

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I hereby certify pursuant to R. 4:5-1 that, to my present knowledge, the matter in controversy is the not the subject of any other action. I further certify that, to my present knowledge, no other party should be joined in the within action at this time, however, we is still reviewing this matter to determine if additional parties should be joined. This is to further certify that the within pleading has been served within the time provided by the Rules governing the Courts of the State of New Jersey.

CERTIFICATION OF OTHER MATTERS

None.

LAWRENCE N. LAVIGNE, ESQ. L.L.C.  
Attorneys for Plaintiff

By   
LAWRENCE N. LAVIGNE

Dated: January 7, 2014



## SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (the "Agreement"), made on this \_\_\_\_ day of November 2015, by and between (1) Andre Crawford ("Releasor"), and (2) The City of Plainfield, its employees, agents and assigns ("Releasee") (collectively referred to as the "Parties").

### WITNESSETH:

**WHEREAS**, Releasor is an employee of Releasee; and

**WHEREAS**, Releasor filed an action in New Jersey Superior Court, Law Division Union County Docket No: UNN-L-003184-13 against Releasee and

**WHEREAS**, it is agreed that the Parties have acted in a good faith, honest, fair and reasonable manner in resolving the dispute; and

**WHEREAS**, the Parties desire to settle, compromise and release all claims that were or could have been asserted by them with regard to the dispute; and

**WHEREAS**, by doing so, the Parties seek to avoid further legal expense and the possibility of protracted legal proceedings with respect to the dispute; and

**WHEREAS**, as used in this Agreement and Release, "Releasee" means any and all Defendants, City of Plainfield, the City of Plainfield Police Department, their owners, parents, subsidiaries, divisions, affiliates, officers, directors, agents, servants, employees, former employees, representatives,

attorneys, insurers, third - party administrators, successors and assigns, and all persons acting by, through, under, and in concert with any of them.

**NOW, THEREFORE,** the Parties, for good and sufficient consideration, the sufficiency of which is acknowledged, hereby agree as follows:

**Mutual Release.**

(a) In consideration of the mutual promises provided herein, Releasor hereby fully releases and forever discharges Releasee from any and all claims, actions, causes of action, liabilities, obligations and demands of every kind and nature, known and unknown past and present for damages of any kind, including, without limitation, punitive damages, or other legal, statutory, or equitable relief, or for costs and expenses, including attorneys' fees, related to the prosecution and/or defense of any claims that were or could have been asserted in connection with the Parties' dispute or relating to any other transaction, occurrence or dealings that the Parties have had with one another, up until the date of the agreement to settle this matter including, but not limited to:

- a. New Jersey Employer Employee 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).

(b) In consideration of waiver of claims and the mutual promises provided for herein, Releasee also hereby fully releases and forever discharges Releasor from any and all claims, actions, causes of action, liabilities, obligations and demands of every kind and nature, known and unknown past and present for damages of any kind, including, without limitation, punitive damages, or other legal, statutory, or equitable relief, or for costs and expenses, including attorneys' fees, related to the prosecution and/or defense of any claims or counterclaims that were or could have been asserted in connection with the Parties' dispute or relating to any other transaction, occurrence or dealings that the Parties have had with one another up until the date of the agreement to settle this matter .

**Consideration.** Releasee hereby agrees to pay Releasor the sum of \$27,500 (Twenty-Seven Thousand Five Hundred Dollars) in consideration for the making of this Release to be paid within forty-five (45) days of the execution of this agreement. The settlement payment shall be made subsequent to the receipt by Defendants' counsel of the executed Settlement Agreement and Release.

Releasor agrees to assume full responsibility for all applicable State,

Federal and local taxes that may be required by law to be paid by Releasor with respect to any settlement payments described herein, if any. Further, Releasor agree to indemnify and hold harmless Releasees for any claim, demand, assessment or penalty relating to any State, Federal or local taxes that may be required by law to be paid by Releasor with respect to the settlement amount.

3     DISMISSAL OF ACTION.

Plaintiff understands and agrees that in conjunction with this settlement, the Complaint filed with the Superior Court of New Jersey, Law Division, Union County, bearing Docket No. 003183-13, will be dismissed with prejudice.

4.     Attorneys' Fees. The Parties acknowledge that they have had the advice of counsel of their choice with respect to the negotiation and the execution of this Agreement. Each party hereto shall be responsible for payment of their own attorneys' fees and costs incurred in connection with the dispute and the negotiation of this Agreement.

5.     Promise Not To Sue. The Parties agree that other than set forth herein, they will never institute a claim or sue each other, concerning any claim they may have related to their dealings with each other up to the date of the execution of this agreement. If either party violates this Release by suing the other party, the violating party agrees that it will pay all costs and expenses of defending against the suit incurred by the other party, including reasonable costs and attorneys' fees.

6.     Non-Admission of Liability. Neither this Agreement, the

settlement hereunder, nor any settlement payment made pursuant to its terms shall be construed as or deemed to be evidence of any admission on the part of either party of any liability or wrongdoing whatsoever, or of the truth of the allegations asserted in the dispute.

or relating to the underlying facts concerning this Agreement, including Jeffrey Plum.

7. CONFIDENTIALITY.

Releasor agrees that neither he nor his immediate family members, attorneys, heirs, successors, or representatives, will publish, publicize or disseminate, or cause to be published, publicized, or disseminated, to the news and communications media or any agents thereof, information relating to her claims against the Releasees, the contents of this Agreement or the discussions or events leading to it. Releasors agree they will do the same, except as otherwise as required by the Open Public Records Act or any other law the release of records.

8. SATISFACTION OF CLAIMS AND/OR LIENS.

It is further understood that as a condition of this settlement, all claims and/or liens, past, current and/or future arising out of this settlement or asserted against the proceeds of this settlement are to be satisfied by Releasor, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, child support, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment

claims and/or liens, including but not limited to claims based on subrogation or any other legal or equitable theory. Releasor therefore agrees, upon prompt presentation of any such claims and/or liens, to indemnify and hold Releasees harmless against any judgment entered against Releasees based on such claims and/or liens, including the payment of any fines, charges and attorney's fees incurred as a result of any such lien. Failure to satisfy any such lien shall be considered a breach of this Agreement and Releasor and his Attorneys agree to pay all costs, interest and attorney's fees relative to any such lien.

9. **Entire Agreement And Successors In Interest.** This Agreement contains the entire agreement between the Parties and shall be binding upon and enure to the benefit of the administrators, personal representatives, successors, and assigns of each. Except as set forth in this Agreement, no representations, warranties or promises have been made or relied upon by the Parties to this Agreement. This Agreement shall prevail over prior communications between the Parties or their representatives regarding the matters contained herein.

10. **Governing Law.** This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. All parties agree to the sole jurisdiction of the Courts of the State of New Jersey to dispose of any disputes that might arise from this settlement agreement.

11. **Amendments.** No amendments or variations to the terms of this Agreement shall be valid unless made in writing and signed by all Parties hereto.

12. **Severability.** If any paragraph or part of this Agreement shall be

adjudged invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and shall remain in full force and effect.

13. Neither Party is the Drafter. It is understood that this agreement is the result of negotiation by both parties. Neither party shall be considered the drafter of this agreement.

14. Taxes. It is understood that Releasor is responsible for all taxes which may arise out of the execution and performance of this agreement.

**Each party hereby understands and agrees that she, he and it have had ample time to seek the advice of counsel prior to executing this Agreement, and that each party knowingly and voluntarily has decided to settle all claims against any other party except as otherwise set forth herein after thoroughly reviewing this Agreement with counsel.**

Signed, Sealed and delivered this \_\_\_\_\_ Day of \_\_\_\_\_, 2015.



Andre Crawford



\_\_\_\_\_  
David Minichello, Esq.  
City of Plainfield

Dated:

By:  
Dated: