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**COSTELLO & MAINS, P.C.**  
By: Kevin M. Costello, Esquire  
Attorney ID No. 024411991  
18000 Horizon Way, Suite 800  
Mount Laurel, NJ 08054  
(856) 727-9700  
Attorneys for Plaintiff

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COURTNEY JACKSON,

Plaintiff,

vs.

FRANKLIN COMMUNITY VOLUNTEER:  
FIRE DEPARTMENT STATION 25,  
FRANKLIN TOWNSHIP FIRE  
DISTRICT 3, HERMAN CALVO, AND  
JOHN DOES 1-5 AND 6-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
MIDDLESEX COUNTY – LAW DIV.

Civil Action

DOCKET NO.: MID-L-6111-13

**FIRST AMENDED COMPLAINT  
AND JURY DEMAND**

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Plaintiff, Courtney Jackson, residing in Plainsboro, New Jersey, by way of Complaint  
against the defendants, says:

**Preliminary Statement**

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This matter is brought under the New Jersey Law Against Discrimination ("LAD")  
alleging sexual harassment.

When plaintiff protested this conduct, acting in accordance with her rights under the LAD and, therefore, engaging in protected conduct, she was retaliatorily discharged.

#### **Identification of Parties**

1. Plaintiff, Courtney Jackson, is, at all relevant times herein, a resident of the State of New Jersey and was jointly and severally an employee of the defendants.
2. Defendant, Franklin Community Volunteer Fire Department Station 25, is, at all relative times herein, a public entity in the State of New Jersey and employed plaintiff during the relevant time period.
3. Defendant, Franklin Township Fire District 3, is, at all relative times herein, a public entity in the State of New Jersey and employed plaintiff during the relevant time period.
4. Defendant, Herman Calvo, is, at all relevant times herein, the Deputy Chief of the Franklin Community Volunteer Fire Department Station 25 and is liable under the anti-reprisal provisions of the LAD.
5. 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**

6. Plaintiff was employed as a volunteer fire fighter with defendants from March 13, 2012 until her retaliatory discharge on June 24, 2013.
  7. Plaintiff is a female.
  8. Throughout the course of her employment, plaintiff performed her job up to and beyond the legitimate expectations of her employer.
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9. In or around April 2013, plaintiff was engaged in a conversation with Assistant Chief Chris Calvo and volunteer firefighters Minh Pham and Robert Amos.

10. Plaintiff said, "I'm going to get my mask fit test."

11. Chris Calvo said, "Yeah, but you're gonna get a different test."

12. Plaintiff said, "What test?"

13. Chris Calvo said, "A triangle test."

14. Plaintiff said, "What's that?"

15. Chris Calvo said, "We have to see if the carpet matches the drapes," an obvious reference to plaintiff's genitals.

16. On or about April 16, 2013, Chris Calvo and other members of the fire department were discussing the Boston Marathon Bombing.

17. Plaintiff was on the phone at the time, but could hear the conversation.

18. Someone asked, "Who did it?"

19. Chris Calvo said, "Oh, I heard it was this light skinned, big titted black girl."

20. Chris Calvo repeated this statement two to three times, to make sure that plaintiff heard it.

21. Thereafter, plaintiff submitted an application for full membership to the fire company.

22. Plaintiff's application was denied.

23. After this denial, plaintiff submitted a letter to the board, outlining the two sexually harassing comments which Chris Calvo made.

24. After submitting her letter to the Board, firefighters began approaching her saying, "You should have tougher skin," indicating that the contents of her letter were divulged to firefighters of the department.

25. Having heard nothing from the Board, plaintiff submitted another letter to the Board asking for status.

26. Plaintiff gave this letter to Herman Calvo, Deputy Chief, who in turn gave it to President of the Board Glen Baker.

27. Glen Baker advised plaintiff that Herman Calvo said her letter was not properly formatted, and she had to rewrite it.

28. While sitting in the "radio room" of the firehouse, rewriting her letter, Chris Calvo entered the room.

29. Calvo began speaking to another woman in the radio room and said, "I can't stand this fucking bitch Courtney! This is what the world is coming to? I didn't like the bitch before, now I definitely don't like the bitch!"

30. Plaintiff left the room and reported the incident to Chief Randy Reese.

31. Upon reporting this to Chief Reese, Herman Calvo forced plaintiff to leave the premises.

32. Plaintiff then wrote a letter to Fire District 3 with regard to the sexual harassment, and the fact that Chris Calvo called her a "fucking bitch."

33. After writing the letter to the district, Captain Keith Burton called plaintiff to advise that Deputy Chief Herman Calvo was terminating the plaintiff.

34. Upon information and belief, Chris Calvo has not been terminated for his harassment of plaintiff.

35. Plaintiff claims that all sexual harassment herein is severe and/or pervasive.

36. Plaintiff alleges that it is especially egregious, either taken singly or taken as a continuum.

37. Plaintiff alleges that a reasonable woman in the same or similar circumstance would have considered the workplace to have altered so that it became hostile and/or intimidating and/or abusive.

38. Plaintiff alleges that upper management participated in the harassment.

39. Plaintiff alleges, to the extent that upper management participated and/or was willfully indifferent to any portion of egregious harassment, that punitive damages are appropriate.

40. Plaintiff alleges that the harassment, because it was sexual in nature, is "because of" sex and/or gender.

41. In writing letters to the Board and to Fire District 3 with regard to the sexual harassment, plaintiff engaged in protected conduct under the LAD.

42. After plaintiff engaged in this protected conduct, she was retaliatorily terminated.

43. Plaintiff has been caused to suffer both economic and non-economic losses as a result of the harassment and, separately and distinctly, as a result of the retaliation.

44. Defendant Herman Calvo is individually liable to plaintiff under the anti-reprisal provisions of the LAD.

45. The sexual harassment to which plaintiff was subjected, as well as the retaliatory discharge for having engaged in protected conduct constitute both contract discrimination and public accommodation discrimination under the LAD; and because the LAD extends to volunteer employment, defendants are liable to plaintiff.

**COUNT I**

**Sexual Harassment Under the LAD**

46. Plaintiff hereby repeats and realleges paragraphs 1 through 45, as if fully set forth herein.

47. For the reasons set forth above, defendants are responsible for sexual harassment under the LAD and must answer for compensatory and punitive damages as set forth above.

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

**COUNT II**

**Retaliatory Discharge Under the LAD**

48. Plaintiff hereby repeats and realleges paragraphs 1 through 47, as if fully set forth herein.

49. A determinative and/or motivating factor in plaintiff's discharge was the fact that plaintiff had engaged in protected conduct under the LAD.

50. The retaliation was knowing, purposeful, intentional and warrants the imposition of punitive damages for the reasons set forth above.

51. All individuals who undertake reprisals are individually liable under the LAD.

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

### COUNT III

#### Request for Equitable Relief

52. Plaintiff hereby repeats and realleges paragraphs 1 through 51 as though fully set forth herein.

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

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

55. 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.

56. 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.

57. 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.

58. 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.

59. 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.

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60. 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 compensatory damages, punitive damages, attorneys' fees, enhanced attorneys' fees, interest, costs, equitable back pay, equitable front pay, equitable reinstatement and any other relief the Court deems equitable and just.

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

DATED: 11/5/13

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 plaintiff's employment, to plaintiff's 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**

Plaintiff hereby demands 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**

**CONFIDENTIAL GENERAL RELEASE**

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE (hereinafter referred to as the "Release") is made by Releasor Courtney Jackson (hereinafter referred to as "Jackson" or "Releasor") (including herself and her legal representatives and agents), for the benefit of Franklin Community Volunteer Fire Department Station 25, Franklin Township Fire District 3, Herman Calvo, and John Does nos. 1-5 and 6-10, Glatfelter Claims Management, Inc. and American Alternative Insurance Corporation, Inc., (hereinafter collectively referred to as "Released Parties")(including their administrators, officers, agents, representatives, employees and members) for the following purposes and with reference to the following background.

**BACKGROUND**

A. Courtney Jackson filed a Complaint with the Superior Court of New Jersey Law Division Middlesex County, MID-L-6111-13 claiming violation of the New Jersey Law Against Discrimination, and

B. The Released Parties have denied, and continue to deny, any and all liability for all the claims alleged by Jackson and deny that any of the Released Parties violated any laws or engaged in any unlawful or wrongful conduct, or discriminated or retaliated against Courtney Jackson or deprived her of any of her rights in any manner; and

C. The Parties desire to make a full and final settlement of any and all of Jackson' claims and potential claims against the Released Parties and any of their administrators, officers, agents, representatives, employees and members, known or unknown, asserted or unasserted, based on any facts, events, acts or omissions, whether

now known or unknown, occurring on or before the effective date of this Release, without any judicial, administrative, or arbitral resolution of them and without any admission with respect to any issues presented or capable of being presented.

NOW THEREFORE, in consideration of the payment described herein and for other good and valuable consideration, and intending to be legally bound, the undersigned parties agree as follows:

1. Non-Admission. This Release is not, and shall not in any way be considered or construed as, an admission by any of the Released Parties of any tortious conduct, or of any violation of any law, common law, or federal, state or local statute or regulation, or of any alleged duty owed by any of the Released Parties to Jackson, or of any unlawful or wrongful acts whatsoever by Released Parties. The payment hereunder is made solely to avoid the inconvenience and cost of litigation and to resolve completely all of Jackson' claims against the Released Parties, known or unknown, asserted or unasserted, as more fully detailed in Paragraph 7, below.

2. Cooperation. Jackson agrees to cooperate fully in connection with any steps required to be taken as part of her obligations under this Release.

3. Withdrawal and Dismissal of Lawsuit and Promise Not to Sue. Jackson understands that this Release extinguishes any claims or potential claims as to the Released Parties, and agrees not to file, revive or prosecute any claim or lawsuit in any way. Jackson represents that other than the aforementioned lawsuit that she will dismiss with prejudice, she has no currently pending complaints or charges against the Releasees with any local, state or federal agency or court. The parties acknowledge and agree that this Agreement does not affect Jackson's right to file charges with governmental

agencies. However, with respect to any such charges which may be filed concerning or relating in any way to her volunteerism/employment or the separation of her volunteerism/employment, Jackson waives and releases any right she may have to recover in any such proceeding or relating to any such filing.

Jackson further agrees that neither she, nor any person, organization, agency, or other entity on her behalf, will file, charge, claim or sue, or cause to be filed, charged, claimed or sued, any lawsuit, legal proceeding, action, or claim of any nature with any court or agency (including any action for damages, attorneys fees, injunction, declaratory, monetary, equitable or other relief) against any of the Released Parties, based on any matter, fact or event occurring prior to the effective date of this Release, whether now known or unknown, or involving any continuing effects of any acts or practices which may have arisen or occurred prior to the effective date of this Release, whether now known or unknown.

Jackson understands and agrees that she will not be considered a prevailing party under any statute, common law, or otherwise as a result of this Release.

Jackson further agrees that she will never apply for membership or employment whether as a member, a direct employee or as a contractor with the Franklin Community Volunteer Fire Department Station 25 or the Franklin Fire District 3 at any time in the future.

4. Payments. In exchange for the promises, Releases, and legal releases stated herein, and other good and valuable consideration, Jackson will be paid a lump sum of Fifty Thousand Dollars (\$50,000.00) within thirty (30) days from the effective date of this Release. The effective date of this Release shall be the date upon

which the Released Parties receives Jackson's signed and notarized Release, a W-9 form and a child support search report.

The payment of \$50,000.00 on account of Jackson's non-economic claims will not be subject to any withholding and will be taxed in the manner of a 1099 form, and all payments shall be by check to Costello & Mains, P.C., to be held in trust for Courtney Jackson, and it shall be the responsibility of counsel to distribute Jackson's portion of her settlement proceeds to her.

5. Jackson' Tax Indemnification. Jackson agrees to indemnify and hold the Released Parties harmless from any and all federal, state, and local tax liabilities, deficiencies, levies, interest, and penalties that may be assessed as a result of not withholding income and payroll taxes on the monies paid pursuant to this Release if she fails to properly pay any taxes to which her settlement may be subject.

6. Full and Complete Settlement. Jackson agrees that the payment described in paragraph 4 will be received by Jackson in full and complete settlement, as more fully detailed in paragraph 7, below, of all known or unknown claims, asserted or unasserted, of Jackson allegedly arising out of any and all conduct or actions of the Released Parties, as more fully detailed in Paragraph 7, below.

7. General Release and Waiver of all Claims by Jackson. In consideration for the payment and promises described in paragraph 4, and elsewhere in this Agreement, Jackson fully releases and forever discharges the Released Parties of and from any and all claims, actions, causes of action, back pay, front pay, contracts, agreements, compensation, pay, promises, charges, judgments, grievances, obligations, rights, demands, debts, sums of money, salaries, wages, benefits, physical injury, pain, suffering,

emotional distress, compensatory damages, punitive damages, attorneys' fees, expenses, costs, losses liabilities, damages, or accountings of whatever nature, whether known or unknown, disclosed or undisclosed, asserted or unasserted, in law or equity, contract or tort or otherwise (herein collectively designated "Claim" or "Claims"), through the effective date of this Agreement, including, but not limited to, any and all Claims of race, gender, sex, age and national origin discrimination, retaliation, and any and all tort Claims or contract Claims or Claims for general damages, and any and all Claims arising under, made, regarding, or involving: any federal, state or local laws or under the common law; violations of any federal, state or local fair employment practices or civil rights laws or ordinances; Claims for personal injury, defamation, wrongful conduct, or wrongful discharge; the Civil Rights Acts of 1866 and 1871, as amended, 42 U.S.C. §1981; the Civil Rights Act of 1964, as amended, including Title VII; the Americans with Disabilities Act; the Age Discrimination in Employment Act, as amended; the Older Workers Benefit Protection Act; the Employee Retirement Income Security Act; the Fair Labor Standards Act; the Rehabilitation Act of 1973; Executive Order 11246; the federal Family and Medical Leave Act; state Family and Medical Leave Acts; Claims alleging retaliation under the Worker's Compensation Act; the Unemployment Compensation Law; the National Labor Relations Act, as amended; any and all state wage payment and collection laws; Pickering's policies, practices, collective bargaining agreements, contracts, benefits or understandings; any Claims arising out of any relationship, including employment relationship, between or among Jackson and the Released Parties predating the effective date of this Agreement; and all Claims for employment, reemployment, or reinstatement of employment to Franklin Community Volunteer Fire

Department Station 25 or the Franklin Fire District 3; any and all grievances, or demands for mediation or arbitration, or Claims or demands under Franklin Community Volunteer Fire Department Station 25's or the Franklin Fire District 3's policies and procedures; and any and all Claims asserted, or which could have been asserted, in a state court Lawsuit referenced above, including any Claims against any current or former agents or employees of the Released Parties.

Jackson hereby specifically waives, releases and gives up all Claims and rights, as described in the preceding paragraph, whether now known or unknown, which she has or may have, against the Released Parties, based on any fact, act, event, or omission, whether now known or unknown, occurring before the Effective Date of this Agreement. Jackson understands that she is waiving, releasing and giving up all Claims and rights that she knows about and all Claims and rights that she may not know about.

8. Confidentiality and Non-Disclosure. Jackson agrees that the terms, conditions, fact of payment, amount of payment, and underlying facts of the settlement stated in this Agreement shall be held strictly confidential by her. Jackson further agrees that she shall not describe, characterize or disclose any such information in any manner whatsoever, directly or indirectly, orally or in writing to anyone not a party to this Agreement, except to the extent required by law or to say, "The matter has been resolved", if asked, and except that Jackson may disclose the terms of this Agreement to her immediate family, accountants, or financial advisors and attorneys, or when legally obligated to do so.

9. 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 Jackson (herein "Releasor") and/or her Attorneys, 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, 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 claim based on subrogation or any other legal or equitable theory. Releasor therefore agrees, upon prompt presentation of any such claims and/or liens, to defend the Release Parties against any such claims and/or liens, and to indemnify and hold the Released Parties harmless against any judgment entered against the Released Parties based on such claims and/or liens, including the payment of any fines, charges and attorneys 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 her Attorneys agree to pay all costs, interest and attorneys fees relative to any such lien.

11. Attorneys' Fees, Costs, and Expenses. Each party shall be responsible solely for its or their own attorneys' fees, costs and expenses. Jackson specifically waives all claims to attorneys' fees, costs, and expenses from the Released Parties including all claims for reimbursement to her for any attorneys' fees, costs, and expenses she has incurred or paid, or which were paid on her behalf.

12. Applicable Law and Severability. This Release shall be governed by and construed in accordance with the laws of New Jersey, except where federal law controls. Should any provision of this Release be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected

thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Release.

13. Entire Release. This Release sets forth the entire Release between the parties and fully supersedes any and all prior Releases or understandings between the parties.

14. Jackson 's Certification. Jackson agrees, certifies, acknowledges, and represents: (a) that she has been and is hereby advised in writing to consult with an attorney of her choice and at her expense, prior to signing this Release; (b) that she has had adequate time and opportunity to review and discuss, and has reviewed and discussed, all of the terms and sections of this Release thoroughly with her attorney; (c) that her attorney has explained this entire Release to her; (d) that she does not waive any rights or claims that may arise after the date this Release becomes effective; (e) that she shall have and was given at least twenty-one (21) days to consider the terms and conditions of this Release before signing it; (f) that her waiver of Claims and this General Release shall not become effective until the effective date of this Release.

If Jackson decides to sign this Release before the expiration of the 21-day period, Jackson specifically acknowledges that she has had sufficient time and opportunity to review and understand the terms of this Release and specifically waives and gives up any rights for additional time or opportunity to review it.

The check for payment of the amount(s) set forth in paragraph 4 shall be delivered to Costello & Mains, P.C. in the foregoing manner: Lawyers Service.

JACKSON FURTHER CERTIFIES, ACKNOWLEDGES, AND REPRESENTS THAT SHE IS ABLE TO READ AND UNDERSTAND ENGLISH, THAT SHE

UNDERSTANDS ALL OF THE PROVISIONS HEREIN, WITH THE ADVICE AND ASSISTANCE OF HER ATTORNEY, AND THAT SHE MAKES THIS RELEASE KNOWINGLY AND VOLUNTARILY. JACKSON ACKNOWLEDGES THAT SHE HAS NO PHYSICAL OR MENTAL PROBLEM, CONDITION, OR IMPAIRMENT OF ANY KIND WHICH HAS INTERFERED WITH HER ABILITY TO READ AND UNDERSTAND THE MEANING OF THIS RELEASE OR ITS TERMS. JACKSON FURTHER REPRESENTS THAT IN SIGNING THIS RELEASE, SHE DOES NOT RELY ON ANY PROMISES OR REPRESENTATIONS MADE BY ANYONE OTHER THAN THOSE STATED SPECIFICALLY HEREIN.

15. Full Knowledge. Jackson further warrants, represents, and agrees that in signing this Release, she does so with full knowledge of any and all rights which she may have with respect to Franklin, other Released Parties, or the Lawsuit.

16. Headings. The headings of the paragraphs in this Release are for convenience only and shall not control or affect the meaning or construction of, or limit the scope or intent of, any of the provisions of this Release.

17. Effective Date. The effective date of this Release shall be the date upon which the Release Parties receives Jackson' signed and notarized Release, a W-9 form and a child support search report.

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**THIS SPACE IS INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, and intending to be legally bound, Jackson has executed this Release as of the dates set forth below.

By: Courtney Jackson

By   
(Signature)


Courtney Jackson  
(Type or Print Name)

Dated: 9/5/14

STATE OF NEW JERSEY, COUNTY OF Hudson:

I CERTIFY that on 9/5, 2014, Courtney Jackson personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

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

  
\_\_\_\_\_  
(Notary Public)

(Raised seal)

**ROBERT PIASKOWSKY**  
ID # 2058499  
NOTARY PUBLIC  
STATE OF NEW JERSEY  
Commission Expires April 23, 2019