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<p>LINDLEY GALLAGHER, Plaintiff v. MANTUA TOWNSHIP, MANTUA TOWNSHIP POLICE DEPARTMENT, POLICE CHIEF RODNEY J. SAWYER, MANTUA TOWNSHIP POLICE PATROLMAN A. HAYES, JOHN DOE POLICE OFFICERS 1-10, fictitious names, ABC entities 1-5, fictitious names, Police Chiefs Richard Roes 1-5, fictitious names, individually and in their Official Capacities, j/s/a, Defendants.</p>	<p>UNITED STATES DISTRICT COURT DISTRICT OF NEW JERSEY CAMDEN VICINAGE CIVIL ACTION DOCKET NO: COMPLAINT AND JURY DEMAND</p>
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Plaintiff, Lindley Gallagher, by way of Complaint hereby says:

JURISDICTION

1. Plaintiff, Lindley Gallagher, brings this action against defendants to recover damages for deprivation and violation of rights secured to him by the Fourth, Fifth, and Fourteenth Amendments to the United States Constitution, by 42 U.S.C. § 1983, and by the New Jersey Constitution.

2. Plaintiff seeks redress for defendants' violations of his Fourth Amendment rights to be free from excessive force, unlawful arrest, false imprisonment, and malicious prosecution; for their violations of his capital and 14th amendment rights to due process of law; for their violation of his rights provided by 42 U.S.C. § 1983; for conspiring with each other to violate his rights under the 4th and 14th amendments; and for their violations of his constitutional rights,

including but not limited to his rights to be free from excessive force, false arrest, false imprisonment, malicious prosecution, malicious abuse of process, intimidation, retaliation, emotional distress and negligent acts; for defendants conspiracy to commit these violations.

3. This court has jurisdiction over this action under 28 USC §§ 1331 and 1343 (a)

for violation of constitutional rights is provided in 42 U.S.C. § 1983. Plaintiff seeks monetary damages as well as attorney's fees and costs pursuant to 42 U.S.C. § 1988.

4. Plaintiff also invokes the supplemental jurisdiction of this court over a state law claims against defendants pursuant to 28 U.S.C. § 1367 because the law claims form a part of the same case or controversy.

5. Venue is proper in this District Court pursuant to 28 U.S.C. § 1391 because the initial acts complained of occurred in the Township of Mantua, County of Gloucester and State of New Jersey.

PARTIES

6. Plaintiff was at all relevant times alleged herein a resident of Mantua, Gloucester County, and a private citizen.

7. Defendant, Patrolman A. Hayes is, upon information and belief, a Mantua Township police officer, and one of the officers involved in the excessive force, and arrest of the Plaintiff.

8. Mantua Township is upon information and belief, the municipality where the individual defendants were employed, and the municipality responsible for the acts/omissions of the individual defendants.

9. Mantua Township Police Chief Rodney J. Sawyer, is upon information and belief, the final decision maker for the Mantua Township Police Department, and the policy maker for the Mantua Township Police Department.

10. Mantua Township Police Department is the division of Mantua Township where,

upon information and belief, the individual defendants were employed.

11. John Does Police Officers 1-10, fictitious names are police officers that responded to the scene on the evening in question and were not identified in the police report.

12. ABC entities 1-5, fictitious names, are municipal entities who employed John Does 1-10, fictitious names, on the evening in question.

13. Richard Roes 1-5 are fictitious names for the police chiefs of ABC entities 1-5.

FACTS

14. At all relevant times alleged herein, plaintiff Lindley Gallagher, was a resident of Gloucester County.

15. The incident in question took place January 19, 2012 in Mantua Township, at or near the home of the plaintiff.

16. On the date of the incident in question, plaintiff was inside of his home when defendant A. Hayes approached and knocked on the door.

17. On the date in question, plaintiff was not alone in his home. The incident in question was witnessed by a neighbor.

18. On January 19, 2012 plaintiff, Lindley Gallagher answered the knock at his door by defendant A. Hayes.

19. Plaintiff got into a verbal dispute with defendant A. Hayes while plaintiff was standing in his doorway.

20. During the verbal dispute, defendant A. Hayes, without provocation or warning, became frustrated with plaintiff, grabbed him and threw him to the ground.

21. Plaintiff was injured as a result of being thrown, and could not move.

22. One of the witnesses ran over to plaintiff who was on the ground to see if plaintiff

was alright.

23. Plaintiff responded that he was injured, and could not move.

24. Defendant, John Does 1-10, fictitious names, were officers who kicked plaintiff while he was injured and lying defenseless on the ground.

25. The witnesses at the scene told the officers to call an ambulance.

26. While waiting for the ambulance, defendant A. Hayes and John Doe Officers 1-10, fictitious names, were laughing, and not doing anything to assist the plaintiff.

27. As a result of being thrown to the ground and being kicked by the officers plaintiff suffered severe and debilitating injuries, including a fractured cervical spine requiring spinal fusion surgery.

28. Plaintiff underwent neurosurgery and thereafter was required to spend months in a rehabilitation center.

29. Plaintiff, through counsel, filed a complaint with the Mantua Township Police department Internal Affairs Department.

30. Plaintiff has not received any response from the Internal Affairs Department.

31. Plaintiff, through counsel filed a timely notice of tort claim with Mantua Township.

COUNT ONE
Assault & Battery

32. Plaintiff repeats and realleges the contents of all preceding paragraphs as if set forth at length herein.

~~33. The actions by the defendants, jointly, severally, and individually constitute assault~~
and battery under New Jersey State law.

34. As a direct and proximate cause of the unlawful actions of the defendants jointly, severally, and individually, plaintiff suffered severe and debilitating injuries of a permanent nature.

WHEREFORE, plaintiff demands judgment against the defendants, jointly, severally, individually, and in the alternative for compensatory damages, punitive damages, pre-judgment interest, post-judgment interest, attorney's fees and costs of suit.

COUNT TWO
Malicious Prosecution

35. Plaintiff repeats and realleges the contents of all preceding paragraphs as if set forth at length herein.

36. As a result of the incident of January 19, 2012, defendants jointly, severally, individually, and in the alternative charged plaintiff with violations of New Jersey State law.

37. The charges are baseless and false.

36. The State Court charges have not yet been resolved. Plaintiff was forced to retain a criminal attorney to defend him for those frivolous charges.

38. The charges were brought in an attempt to cover up the acts committed against plaintiff.

39. The defendants jointly, severally, and individually willfully brought the charges against plaintiff knowing that they were false.

40. As a direct and proximate result of the willful and malicious acts of the defendants, plaintiff has suffered injuries.

WHEREFORE, plaintiff demands judgment against the defendants, jointly, severally, individually, and in the alternative for compensatory damages, punitive damages, pre-judgment interest, post-judgment interest, attorney's fees and costs of suit.

COUNT THREE
42 USC § 1983 Fourth Amendment
Individual Defendants

41. Plaintiff repeats and realleges the contents of all preceding paragraphs as if set forth at length herein.

42. Plaintiff's detention and arrest by the defendants jointly, severally, or in the alternative, and/or John Does 1-10, arrest and detention was done with malice and/or actual knowledge that the detention was without any legal justification, probable cause, or reasonable belief that probable cause existed.

43. The amount of force utilized in the arrest, detention, handcuffing, throwing plaintiff to the ground and kicking him while he was down was excessive under the circumstances, and violated the plaintiff's federal and state constitutional rights to be free from unlawful arrest, seizure and excessive force.

44. As a direct and proximate result of the unnecessary and grossly excessive use of force by the defendant officers, plaintiff sustained serious injuries of a temporary and permanent nature, and suffered severe pain and suffering, emotional distress, incurred medical expenses in an effort to cure his injuries.

45. As a direct and proximate result of the excessive force by the defendant Officers, and the serious injuries plaintiff sustained, plaintiff was unable to attend, and may in the future be unable to attend to his usual and customary affairs, and was otherwise injured and damaged.

WHEREFORE, plaintiff, Lindley Gallagher demands judgment against defendants jointly, severally and/or in the alternative, for compensatory damages, punitive damages, together with interest attorneys fees, and cost of suit.

COUNT FOUR
Individual Defendants NJ Civil Rights

46. Plaintiff repeats and realleges the contents of all previous paragraphs as if set forth at length herein.

47. The aforesaid improper actions of the defendants also violated the plaintiff's clearly established rights under the New Jersey Constitution.

48. Plaintiff is entitled to seek redress for such improper actions in a private action pursuant to the New Jersey Civil Rights Act.

49. As a direct and proximate result of the aforesaid violations of the plaintiff's State law rights, he sustained the aforementioned injuries and damages.

50. Plaintiff is entitled to attorneys fees pursuant to N.J.S.A. 10:6-2, for the claims set forth herein.

WHEREFORE, plaintiff, Lindley Gallagher, demands compensatory and punitive damages, against defendants, A. Hayes and John Does 1-10, in their individual and official capacities, together with attorneys fees and costs of suit.

COUNT FIVE
42 U.S.C. § 1983
Municipal Liability

51. Plaintiff repeats and realleges the contents of all previous paragraphs as if set forth at length herein.

52. The defendant, A. Hayes was a police officer who was an employee of defendant, Mantua Township and/or Mantua Township Police Department.

53. John Does 1-10, fictitious names are police officers who are employees of ABC entities 1-5, fictitious names and worked under the authority of Police Chiefs Richard Roes 1-5, fictitious names..

54. At all relevant times alleged in the Complaint, defendant Police Chief Rodney J. Sawyer was the final decision maker for the Mantua Township Police Department. Sawyer is being sued in his official and individual capacities.

55. Defendants Sawyer and Mantua Township and/or Mantua Township Police Department had a policy, practice and/or custom of permitting its police officers to infringe upon the civil rights of citizens, including but not limited to plaintiff Gallagher.

56. Defendants Sawyer, Mantua Township, and/or Mantua Township Police Department have a pattern, practice, and/or custom of failing to investigate allegations of excessive force, failing to properly investigate allegations of police violations, and permitted the police officers to engage in conduct that violates the rights of citizens.

57. Defendant Sawyer is the final policymaker for Mantua Township and/or Mantua Township Police Department in the area of police policies and procedures. Richard Roes 1-5, Police Chiefs, fictitious names, are the final policymakers for ABC entities 1-5, fictitious names, in the area of police policies and procedures.

58. Defendants, Richard Roes 1-5, fictitious names, ABC entities 1-5, fictitious names, have a pattern, practice, and/or custom of failing to investigate allegations of excessive force,

failing to properly investigate allegations of police violations, and permitted the police officers to engage in conduct that violates the rights of citizens.

59. Richard Roes 1-5, Police Chiefs, fictitious name, were the final decision makers/policymakers for ABC entities 1-5, fictitious name with respect to police policies, procedure, and discipline.

60. Chief Sawyer and/or Richard Roes 1-5, fictitious names, had a policy, practice and/or custom of failing to investigate allegations of police misconduct, failing to discipline police officers, failing to properly follow the Attorney General Guidelines, failing to train officers on the proper use of force, probable cause to arrest, and acquiescing in matters of police misconduct.

61. As a direct and proximate result of the aforementioned policy, custom, and/or practice, plaintiff's rights were violated.

62. As a direct and proximate result of the aforementioned policy, custom and/or practice, plaintiff suffered and will continue to suffer injury and a violation of his constitutional rights.

WHEREFORE, plaintiff, Lindley Gallagher, demands judgment for compensatory damages against defendants, Mantua Township, Mantua Township Police Department, Police Chief Sawyer, ABC entities 1-5, fictitious names, Richard Roes 1-5 Police Chiefs, fictitious names, jointly, severally, and individually, together with pre and post-judgment interest and costs of suit.

COUNT SIX
Negligence

63. Plaintiff repeats and realleges the contents of all preceding paragraphs as if set forth at length herein.

64. To the extent that the acts/omissions of the defendants jointly, severally, and/or individually, are not willful and/or intentional, said actions constituted ordinary negligence under New Jersey state and common law.

65. Defendants owed a duty to plaintiff Lindley Gallagher, who is an ordinary citizen of the United States.

66. The actions and/or omissions of the defendants jointly, severally, and/or individually, breached the duty to plaintiff.

67. As a direct and proximate result of the aforesaid breach, plaintiff suffered injuries and damages.

WHEREFORE, Plaintiff Gallagher demands judgment for compensatory damages against defendants jointly, severally, and individually together with interest, fees, and costs of suit.

COUNT SEVEN
Emotional Distress

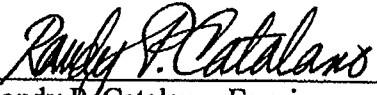
68. Plaintiff repeats and realleges the contents of all preceding paragraphs as if set forth at length herein.

69. The acts/omissions of the defendants jointly, severally, and individually were extreme and outrageous, and done recklessly with the intent to cause plaintiff severe emotional distress.

70. As a direct and proximate result of the reckless, extreme, and outrageous behavior of the defendants, plaintiff suffered and continues to suffer damages.

WHEREFORE, plaintiff demands judgment against the defendants jointly, severally, and individually for damages, fees, interest and costs of suit.

Dated: February 26, 2013


Randy R. Catalano, Esquire

JURY DEMAND

Plaintiff hereby demands a jury trial as to all issues in the Complaint.

Dated: February 26, 2013


Randy P. Catalano, Esquire

DESIGNATION OF TRIAL COUNSEL

Randy P. Catalano is hereby designated as trial counsel.

Dated: February 26, 2013


Randy P. Catalano, Esquire

A. Michael Barker, Esquire
Barker, Gelfand & James
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Our File Number: 46640-33
Attorney for Defendants, Mantua Township, Mantua Township Police
Department, Police Chief Rodney J. Sawyer, Mantua Township Police Patrolman
A. Hayes

IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY - CAMDEN

THE ESTATE OF LINDLEY GALLAGHER,
by CHARLES J. GALLAGHER,
Administrator and Administrator ad
Prosequendum,

Plaintiff

v.

MANTUA TOWNSHIP, MANTUA
TOWNSHIP POLICE DEPARTMENT,
POLICE CHIEF RODNEY J. SAWYER,
MANTUA TOWNSHIP POLICE
PATROLMAN A. HAYES, JOHN DOE
POLICE OFFICERS 1-10, fictitious
names, ABC entities 1-5, fictitious
names, Police Chiefs Richard Roes 1-5,
fictitious names, individually and in their
official capacities, j/s/a,

Defendants

Civil Action Number
13-cv-01147 (RMB/KMW)

SETTLEMENT AGREEMENT and
GENERAL RELEASE

1. The parties to this Negotiated Settlement Agreement and General Release (the "Agreement") are The Estate of Lindley Gallagher by Charles J. Gallagher, Administrator and Administrator ad Prosequendum and his agents, servants, employees, representatives, attorneys, heirs, assigns (hereinafter "Plaintiff"), and Mantua Township and its agents, servants, employees, representative, attorneys and insurance carriers on the risk for any matter complained of by Lindley Gallagher (hereinafter "Defendant").

2. Plaintiff and Defendant have chosen to enter into the Agreement in order to avoid further proceedings with respect to certain claims that Plaintiff has made or could have made against Defendant, directly or indirectly, related to any and all causes of action, claims and/or demands of every type, whether known or unknown, sustained or allegedly sustained, presented or which may have been presented, by Plaintiff, arising from or in any way connected with any of the matters alleged or which may have been alleged in the civil action filed in the United States District Court of New Jersey, Camden Vicinage, Civil Action Number 13-cv-01147 (the "Litigation").

3. Plaintiff and Defendant have chosen to enter into this Settlement Agreement and General Release in order to avoid further litigation expenses and distraction with respect to any and all claims between one another including but not limited to those filed or which may have been filed in the matter of

The Estate of Lindley Gallagher, by Charles J. Gallagher, Administrator and Administrator ad Prosequendum v. Mantua Township, Mantua Township Police Department, Police Chief Rodney J. Sawyer, Mantua Township Police Patrolman A. Hayes, John Doe Police Officers 1-10, fictitious names, ABC entities 1-5, fictitious names, Police Chiefs Richard Roes 105, fictitious names, individually and in their Official Capacities, j/s/a/, Civil Action Number: 13-cv-01147.

4. Plaintiff understands and agrees that Defendant denies each and every allegation of wrongdoing made by Plaintiff in the above-captioned matter currently pending in the United States District Court for the District of New Jersey/ Camden Vicinage under Civil Action Number 13-cv-01147.

5. Plaintiff and Defendant understand and agree that the making of this Agreement shall not, in any way, be construed or considered to be an admission by Defendant of guilt or non-compliance with any federal, state or local law, or of any other wrongdoing whatsoever. Plaintiff and Defendant agree that the making of this Settlement Agreement and General Release shall not, in any way, be construed as an admission against interest by Plaintiff or Defendant nor shall this Settlement Agreement and General Release be admissible into evidence in any subsequent proceeding, except for the enforcement of this Settlement Agreement and General Release. This Settlement Agreement and General Release is entered into solely to avoid the continuing expense and distraction of litigation.

6. In exchange for the promises made by Defendant herein, Plaintiff:

A. agrees to the dismissal, with prejudice, of the Complaint filed in the Litigation; and,

B. unconditionally and irrevocably discharges and releases Defendant, from any and all claims for fees and costs, and from any and all other claims, known or unknown, that Plaintiff, has or may have had against Defendant as of the date of the full, complete and proper execution of this Agreement, including, but not limited to those claims set forth in the Litigation.

7. In exchange for the promises made by Plaintiff and his execution of this Agreement, Defendant agrees to pay the following:

- A check made payable to Randy Catalano, Esquire, as attorney for the Estate of Lindley Gallagher, in the amount of Seventy-Five Thousand Dollars (\$75,000.00);

This payment is in full satisfaction and for the general release of all claims for personal injury, compensatory damages, attorneys' fees and disbursements, known or unknown, asserted or unasserted including, but not limited to, claims for emotional distress, pain and suffering, legal or equitable relief, for all statutory claims, all common law claims, tort claims, contract claims (express, written or implied), and all costs of this action.

8. The sum referred to in paragraph 7 shall be paid as follows:

Within forty-five (45) days of the date counsel for Defendant receives the

fully, completely and properly executed settlement documents, including but not limited to this Agreement, Defendant will pay to Plaintiff and his counsel the amount noted in Paragraph 7 above by one check made payable as noted in Paragraph 7 above, transmitted to The Law Offices of Randy P. Catalano, Esquire.

9. Plaintiff agrees that he is responsible for all applicable taxes, if any, as a result of the payments set forth in paragraph 7. Plaintiff agrees to indemnify Defendant and hold Defendant harmless for all taxes, penalties and interest, withholding or otherwise, for which Defendant may be found liable as a consequence of having paid monies pursuant to paragraph 7 of this Agreement. Defendant shall notify Plaintiff within thirty (30) days, in writing and via certified mail, return receipt requested, of any IRS notification, assessments or concerns. It is expressly agreed that if Defendant is required to provide payments for taxes or interest or penalties to any taxing authority, Plaintiff shall reimburse Defendant for such payments to such taxing authority within ten (10) days after Defendant notifies Plaintiff, in writing, via certified mail, return receipt requested, that he has incurred such liability.

10. Plaintiff agrees to be responsible for any liens including but not limited to any liens for any medical provider or attorney and Plaintiff does agree that in the event any state agency or other authority or person deems any amount to be due from Defendant with respect to any lien, Plaintiff will

indemnify Defendant for any sums Defendant may be required to pay to satisfy any such lien or any part thereof; and, Plaintiff further agrees to pay any reasonable and necessary attorney's fees incurred by Defendant in defense of any action brought against Defendant as a result of any such lien provided that Plaintiff will have no such obligation to pay any such reasonable and necessary attorney's fees incurred by Defendant in defense of any such lien related to claims unless Plaintiff is first provided by Defendant with notice of any such lien related claims and Plaintiff is provided 30 days of opportunity to pay or otherwise fully resolve any such lien related claim against Defendant.

11. This Agreement fully supersedes any prior agreements or understandings between the parties. Plaintiff also acknowledges that he has not relied on any representation, promises, or agreements of any kind made in connection with the decision to sign this Agreement, except for those set forth in this Agreement; and, Plaintiff acknowledges he has been satisfied by the representation and services of his attorney.

12. This Agreement may not be modified except upon express written consent of Plaintiff and Defendant wherein specific reference is made to this Agreement.

13. Plaintiff acknowledges and agrees that he has been given a reasonable period of time to consider the terms of this Agreement. Plaintiff further acknowledges that he has reviewed with legal counsel of his choosing,

the terms of this Agreement and the consequences of his signing this Agreement. Plaintiff understands and agrees that this Agreement settles, bars, and waives any and all claims that he has or could possibly have against Defendant for anything that has happened up until the execution of this Agreement.

14. This Agreement shall be governed by and conformed in accord with the laws of the State of New Jersey without regard to its conflict of laws provision.

15. Plaintiff agrees to fully execute any and all supplemental documents and take any additional action(s) that may be necessary or appropriate to give full force and effect to the terms of this Settlement Agreement and General Release.

16. In the event that any provision contained in this Agreement is declared invalid, illegal or unenforceable by any court of competent jurisdiction, and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Moreover, if any such provision determined to be invalid, illegal or unenforceable can be made valid, legal or enforceable by modification thereof, then the party for whose benefit the

