

1. Settlement Agreement or Release that resolved Michael Pier v. Dover, Docket No. MRS-L-778-21.
2. Settlement Agreement or Release that resolved Michael Pier v. Dover, Federal Case No. 2:17-cv-12187

1 + 2

GENERAL RELEASE

THIS GENERAL RELEASE (hereinafter referred to as "Release") made this 28th day of June, 2022, is hereby given:

By: Michael Pier (hereinafter "Releasor", "I", "Pier" or "Plaintiff")

To: Town of Dover (the "Town"), former Mayor James P. Dodd, former Business Administrator Donald Travisano, Deputy Police Chief Johnathan Delaney ("Delaney") (hereinafter referred to collectively as "Releasees" "Defendants" or "You")

1. Release and Discharge in Consideration for the Payment of the Consideration Provided for in this Release. This Release shall constitute a full and final release and discharge (the "Release") of any and all claims, rights or causes of action, whether known or unknown, Releasor (and or his estate, successors and personal representative if applicable) may have against Releasees, including but not limited to any department of the Town, any past or present official or employee of the Town, and any of the Town's agents, servants, or representatives, individually or in their joint official capacity, and shall further release any and all claims, rights or causes of action, whether known or unknown, Releasor may have against any of the Town's insurers and their parent, subsidiaries, agents, servants, or representatives (individually and collectively the "Releasees"). This releases all claims including those of which Plaintiff is not currently aware and those that are not mentioned in this Release. This Release applies to claims, known or unknown, resulting from anything that has happened to Plaintiff up to the execution of this Release. The Release shall apply to any and all claims, rights, demands, causes of action, obligations, damages, expenses, compensation, or action of any kind, nature, character or description that Releasor had or could have raised against Releasees, including those Releasor may not be aware of and those not mentioned in this Release including, but not limited to, any and all claims arising from or relating in any way to Releasor's employment with the Town, and/or participation in and/or the termination thereof, of any employee benefits,

compensation or other terms of employment, arising from or relating in any way to the claims that were or could have brought in the following actions, entitled, Pier v. Town of Dover, et als., Civil Action No.: 2:17-cv-12187 (KSH-CLW) (“the Federal Court action”) and Pier v. Town of Dover, et als., Docket No.:MRS-L-778-21 (“the State Court action”) (hereinafter, collectively, the “Lawsuits”). This Release includes, but is not limited to, any claim, demand, cause of action, obligation, damage, complaint, expense, compensation, or action of any kind, nature, character, or description, whatsoever, arising out of or under any Federal, State, or municipal statute, ordinance or other law (whether common law, decisional law, or statute), rule, regulation, contract, collective bargaining agreement, executive order, or policy, including but not limited to any claim for attorneys’ fees and costs; any claim for discrimination, harassment or retaliation; any claim in tort, or under any law or statute for claims such as failure to promote, retaliatory failure to hire, failure to accommodate, constructive discharge, violation of public policy, for emotional distress, physical injury, defamation, slander, libel or false imprisonment; in contract, whether express or implied; under any Town policy, procedure or benefit plan; for attorneys’ fees, back pay or front pay or unpaid wages of any kind; including, but not limited to any provision of the Constitution of the United States, the State of New Jersey or any other state; and any provision of any other law, common or statutory, of the United States, New Jersey or any other state, including, but not limited to: New Jersey’s Law Against Discrimination (“NJLAD”), N.J.S.A. 10:5-1 et seq., the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, the Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. (“CEPA”); any federal claim, cause of action demand or complaint arising from 42 U.S.C. §1983, 42 U.S.C. §1988, and/or any other Federal, State or local law.

2. **Payment.** In full settlement of any and all claims Plaintiff now has or may have against Defendants, including those claims referred to above and including attorneys’ fees and costs, within thirty (20) days after Plaintiff’s signature on, and receipt of the executed Agreement and the executed Stipulation of Dismissal referred to above, Defendants through their counsel, shall deliver to Plaintiff’s

attorneys, the total settlement amount of \$275,000.00 (Two Hundred Seventy-Five Thousand Dollars, apportioned in the following manner: (1) a check made payable to Michael Pier and addressed to Robert B. Woodruff, Esq., at the law firm of SCHILLER, PITTINGER & GAVIN, P.C., 1771 Front Street, Suite D, Scotch Plains, New Jersey 07076, in the sum of \$125,000.00 (One Hundred and Twenty-Five Thousand Dollars) as payment for personal injuries and pain and suffering damages for which an IRS Form 1099 will be issued in accordance with the applicable tax laws to Michael Pier; (2) a check addressed to Robert B. Woodruff, Esq. and made payable to "SCHILLER, PITTINGER & GAVIN, P.C." in the sum of \$110,000 (One Hundred and Ten Thousand Dollars), as payment for attorneys' fees; and (3) a check made payable to "John J. Zidziunas", ZIDZIUNAS & ASSOCIATES, 33 Plymouth Street, Suite 202A, Montclair, New Jersey, 07042, in the sum of \$40,000.00 (Forty Thousand Dollars), as payment for attorneys' fees.

Plaintiff acknowledges that this is payment is consideration to which he is not otherwise entitled. In further consideration for this settlement, Plaintiff agrees that he will not seek anything further including any other payment from Defendants.

3. **Indemnification:** Releasor understands that he will receive a form W-2 and Forms 1099 with respect to the payments set out in Paragraph 2. Releasor will sign appropriate tax forms. It is understood and agreed that Releasees have not made any representations to Releasor or his counsel concerning the taxability of the amounts described in paragraph three (3) of this Release. Releasor shall be solely responsible for the payment of appropriate taxes on any monies received pursuant to this settlement, and make no claim against Releasees for payment of any taxes, or the payment of any applicable interest or penalties, and shall hold Releasees harmless and indemnify Releasees for same.

4. **Child Support Certification:** Releasor hereby acknowledges and understands his obligation to comply with the legal requirements of N.J.S.A. 2A:17-56.23b, including, but not limited to, the requirement to perform a certified child support judgment lien search and to provide Releasees

with said documentation prior to the Releasees' disbursement of the Payment. Releasor agrees that he shall direct his attorneys to perform the judgment search required by N.J.S.A. 2A:17-56.23b, and deliver a copy of the certification to Releasees' counsel. Releasor further understands and acknowledges that, (a) no settlement funds due Releasor under this Release shall be released prior to the receipt of the judgment search certification, and (b) any fees incurred, and payments made, by Releasees in connection with N.J.S.A. 2A:17-56.23b shall be deducted from the Payment prior to its disbursement to Releasor.

5. **Attorneys' Fees:** This Release includes all claims for attorneys' fees and costs. Releasor is responsible for his own attorneys' fees and costs.

6. **No Admission of Liability:** Releasees expressly deny the validity of any disputed claims and nothing contained herein may be used or viewed as an admission of liability by Releasees. It is further understood that Defendants have agreed to settle this matter for reasons other than the merits of Plaintiff's claims including the avoidance of the ongoing cost of litigation and the uncertainties thereon and that Defendants specifically deny any liability to Plaintiff or to any other person. It is further understood that neither party is or should be deemed a prevailing party.

7. **Dismissal of Claims.** Plaintiff shall dismiss, with prejudice, in their entirety, any and all claims against the Town, former Mayor James P. Dodd, former Business Administrator Donald Travisano, Delaney, and/or any of the past or present officials, employees, departments, agents, servants, insurance carriers, or representatives of the Town, individually and in their official capacities, jointly and severally, asserted by Plaintiff in the Lawsuits entitled, Pier v. Town of Dover, et als., Civil Action No.: 2:17-cv-12187 (KSH-CLW) ("the Federal Court action") and Pier v. Town of Dover, et als., Docket No.:MRS-L-778-21 ("the State Court action").

8. **Liens.** For and in consideration of the above sum, Releasor hereby agrees to satisfy all liens or encumbrances which may apply to the above sum including but not limited to medical

providers, medical insurance companies, HMO's, Medicare, Medicaid, Workers' Compensation liens and any and all subrogation claims and hereby agrees to indemnify all the above named Releasees and their respective insurers against any further liability for the satisfaction of any such liens or encumbrances.

9. **Confidentiality:** To the extent permitted by law, Plaintiff agrees and represents that he will not disclose to any person or entity, nor will he authorize any third party, including his attorneys, to disclose any information, documents, or records concerning the existence of all claims against Defendants arising out of Plaintiff's employment and/or relationship with Defendants (the claims), the allegations contained in the claims, the alleged circumstances and facts giving rise to the claims, or any information provided during any investigation or litigation discovery conducted in connection with the subject matter of the claims and any communications or negotiations involving the settlement hereof. Each party and their respective legal counsel specifically agrees not to communicate with the media or members of the media regarding this settlement or the negotiations thereof. The parties further agree that the existence of this General Release, the General Release itself, and the terms of the General Release, are and shall remain confidential. If either party is questioned concerning the claims, each will respond only that "the matter has been resolved" or utilize substantially similar language to convey the same fact.

Nothing in these paragraphs shall preclude Plaintiff from disclosing to his attorneys, insurance agent/broker, insurance carrier (present or future), accountants or other financial or tax adviser, the amount of the settlement or the distribution of the settlement funds, but only if such person first specifically agrees to be bound by the terms of this paragraph. Further, nothing in these paragraphs shall preclude Plaintiff from disclosing information to a representative or employee of any taxing authority, or any disclosure made in compliance with a Court Order, or pursuant to State or Federal law, provided that if the Plaintiff is served with or otherwise receives notice of any such Court Order,

or if the Plaintiff believes such disclosure is required by any State or Federal law, then Plaintiff shall immediately provide written notice to Defendants so the Defendants may be afforded the opportunity to the oppose same, prior to any such disclosure.

The restrictions and limitations imposed by this paragraph shall not apply to any disclosures made by Plaintiff or his designated representative to a Court of competent jurisdiction as part of an application or Motion seeking to enforce the terms of this General Release.

ALTHOUGH THE PARTIES MAY HAVE AGREED TO KEEP THE SETTLEMENT AND UNDERLYING FACTS CONFIDENTIAL, SUCH A PROVISION IN AN AGREEMENT IS UNENFORCEABLE AGAINST THE EMPLOYER IF THE EMPLOYEE PUBLICLY REVEALS SUFFICIENT DETAILS OF THE CLAIM SO THAT THE EMPLOYER IS REASONABLY IDENTIFIABLE.

10. **Stipulation of Dismissal.** The parties agree that only the Stipulations of Dismissal with Prejudice, and not this Release, will be filed with the Court.

11. **Inadmissible as Evidence.** This Release and the contents hereof shall not be admissible as evidence in any civil litigation except to enforce the terms expressed herein and shall not be deemed to be an admission of liability by any party to this Release.

12. **Non-Assignment:** None of the benefits being given herein have been assigned or are subject to alienation (i.e., personal bankruptcy).

13. **Who is Bound:** Releasor is bound by this Release. Anyone who succeeds to Releasor' rights and responsibilities is also bound. This Release is made for Releasees' benefit and all who succeed to Releasees' rights and responsibilities.

14. **Severability:** If any provision of this Release is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the fundamental terms and conditions of this Release remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the Parties.

15. Signatures: Releasor understands and agrees to the terms of this Release, has had sufficient opportunity to review it with counsel of Releasor's choice, and signs it knowingly and voluntarily.



Michael Pier

Dated: 6/28/22

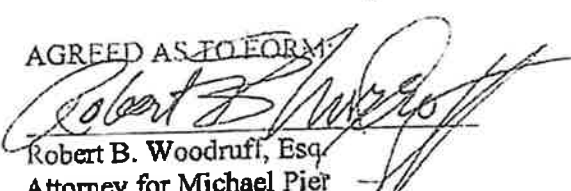
Subscribed and sworn to before
me on 28, 2022



Notary Public

My Commission Expires 7/1/23

AGREED AS TO FORM



Robert B. Woodruff, Esq.
Attorney for Michael Pier

3. Settlement Agreement or Release that resolved Charles Peterson v. Dover, Docket No. MRS-L-288-19.

LAWRENCE D. FORSTER
Attorney # 272421971
ldf@forsterarbore.com
ANTHONY M. ARBORE
Attorney # 023131985
ama@forsterarbore.com
JOHN PAUL VELEZ
Attorney # 013802004
jpv@forsterarbore.com



March 12, 2020

Via Email Diana.Batista@oal.nj.gov and First Class Mail

The Honorable John P. Scollo, A.L.J.

Office of Administrative Law

33 Washington Street

Newark, New Jersey 07102

RE: Sgt. Charles Peterson v. Town of Dover Police Department
OAL Docket No.: CSR 10851-19
Hearing Date Scheduled: Friday, April 3, 2020, 9:00 a.m.

Dear Judge Scollo:

In furtherance of my correspondence of March 4, 2020, and with the consent of Scott D. Salmon, Esq., counsel for Respondent, enclosed herewith please find the Settlement Agreement in this matter which was ratified by the Board of Aldermen on March 10, 2020 and has now been fully-executed by all parties in accordance with N.J.A.C. 1:1-19.1(a)1.

It is respectfully anticipated that, based upon the Court's knowledge of the procedural history of this matter and the integral involvement of Your Honor in the settlement negotiations that have resulted in the attached Agreement, Your Honor shall determine that this settlement is voluntary, consistent with law and fully dispositive of all issues in controversy.

The cooperation of the Court in issuing an initial decision incorporating the full terms of this Settlement Agreement and approving this settlement in accordance with N.J.A.C. 1:1-19.1(b) shall be greatly appreciated.

On behalf of both counsel and the parties involved, we thank Your Honor for the time and attention devoted to this matter by the Court and your staff.

Respectfully submitted,

FORSTER ARBORE VELEZ

ANTHONY M. ARBORE

AMA:kc

Enclosures

cc: Scott D. Salmon, Esq., (w/enc) *via email and first class mail*

Sgt. Charles Peterson, (w/enc) *via email only*

SETTLEMENT AGREEMENT

SGT. CHARLES PETERSON v. TOWN OF DOVER POLICE DEPARTMENT

OAL Docket No. CSR 10851-19

This Settlement Agreement is entered into as of the 10th day of March, 2020, by and between the TOWN OF DOVER (hereinafter "the TOWN" or "Employer") and SGT. CHARLES PETERSON (hereinafter referred to as "PETERSON" or "Employee").

WHEREAS, PETERSON is employed as a Sergeant with the TOWN's Police Department; and

WHEREAS, the TOWN was seeking termination of PETERSON in connection with disciplinary charges docketed by the Civil Service Commission under OAL Docket No. 10851-19; and

WHEREAS, PETERSON had contended that he was not guilty of the charges against him and had waived his right to a Departmental Hearing by the TOWN's Administrator;

WHEREAS, PETERSON and the TOWN desire to resolve all of the disputes with respect to the disciplinary action along with all other pending or contemplated disciplinary investigations involving PETERSON;

WHEREAS, PETERSON has been served with three (3) Internal Affairs Complaint Notifications referencing him being a target of three (3) pending Internal Affairs investigations; the first pertaining to his submission of a text message to a fellow

officer on November 27, 2018 (IA Case No. 2019-C-12) and the latter two pertaining to his attendance at a PBA Union meeting on June 3, 2019 (IA Case Nos. 2019-D-14 and D-15);

WHEREAS, the TOWN hereby represents that, other than the above referenced OAL matter and three pending IA investigations, there are no other investigations pending or contemplated in which PETERSON is the subject;

NOW THEREFORE, in consideration for the promises and agreements herein, the TOWN and PETERSON agree as follows:

1. TERMS

- a. PETERSON hereby acknowledges that, in reference to the allegations set forth in the Final Notice of Disciplinary Action duly served on PETERSON which forms the basis of his Appeal under OAL Docket No. 10851-19, he is guilty of N.J.A.C. 4A:2-2.3(a)(6) regarding his interaction with a subordinate officer;
- b. Such guilt is predicated upon the violation being considered a minor disciplinary infraction which shall result in a suspension without pay of five (5) days;
- c. All other disciplinary charges contained in the Final Notice of Disciplinary Action upon which PETERSON's Appeal under OAL Docket No. 10851-19 is based are hereby withdrawn;

- d. PETERSON acknowledges that he has the right to await the completion of Internal Affairs investigation 2019-C-12 and hereby voluntarily waives such right and enters a plea of guilty to N.J.A.C. 4A:2-2.3(a)(6) pertaining to his interaction with a subordinate officer on or about 11/27/18;
- e. Such guilt is predicated upon the violation being considered a minor disciplinary infraction which shall result in a suspension without pay of five (5) days;
- f. Internal Affairs Case Nos. 2019-D-15 and 2019-D-16 shall be considered "not sustained" and are dismissed with prejudice;
- g. The total ten (10) day suspension period shall be served by deducting such time from PETERSON's accrued back pay;
- h. PETERSON shall be returned to full active duty without undue delay and no later than 14 days from the date of final execution of this Agreement and shall otherwise immediately receive full back pay (minus the ten (10) days set forth above) along with all rights and benefits retroactive to his date of suspension without pay including all accrued time under the Collective Negotiations Agreement between PBA Local 107 and the TOWN as well as any other applicable Town Policies and Procedures.

2. INADMISSABILITY/NO ADMISSION OF LIABILITY

- a. It is acknowledged and agreed that, in accordance with statutory and case law authority along with the Attorney General's Guidelines on Internal Affairs Policies and Procedures and the Town of Dover Policies and Procedures, PETERSON's guilty pleas resulting in two (2) minor disciplinary infractions may be used for purposes of progressive discipline;
- b. It is also acknowledged that PETERSON currently has a pending civil case in which the TOWN is a defendant;
- c. It is acknowledged and agreed that, with the exception of Subsection 2a above, this Agreement shall not be considered evidential or otherwise admissible for any purpose by any of the litigants in the above referenced civil litigation;
- d. Additionally, the contents of this Agreement shall not be considered to constitute any admission of liability by the parties hereto in such civil litigation.

3. NOTIFICATION

It is agreed that nothing disclosed in the investigations conducted that resulted in the charges lodged and dismissed or the charge(s) agreed to as sustained to which a plea(s) of guilty has been tendered require notification to the County Prosecutor's Office under Attorney General

Directive 2019-6 and/or the County Prosecutor's Brady/Giglio Directive promulgated thereunder and, accordingly, no such notification shall be made by the law enforcement agency and/or the governing body involved herein.

4. COMPLETE AGREEMENT

This Agreement contains the entire agreement between PETERSON and the TOWN, and each of them, with respect to the subject matter and supersedes all prior agreements, understandings and/or dealings whether written or otherwise with respect to the same subject matter. There is no agreement on the part of the TOWN to do anything other than what is expressly stated in this Agreement. This Agreement shall in all respects be interpreted, enforced and governed by the Laws of the State of New Jersey. It is understood between and among all parties herein that the terms of this settlement shall not have any precedential affect or constitute binding practice.

5. ATTESTATION

PETERSON represents and warrants that he has carefully read each and every provision of this Agreement and that he fully understands all of the terms and conditions contained in each provision of this Agreement. PETERSON represents and warrants that he enters into this Agreement voluntarily, of his own will, without any pressure or coercion from any person or entity including, but not limited to, the TOWN.

6. CONSULTATION WITH ATTORNEY AND/OR PBA LOCAL 107

PETERSON has consulted with his attorney and/or PBA Local 107 representative with respect to this Agreement and has reviewed with his attorney and/or PBA Local 107 representative all of the terms and conditions of this Agreement prior to executing this Agreement.

IN WITNESS WHEREOF, and intending to be legally bound hereby, I SGT. CHARLES PETERSON, executed the foregoing Agreement this 11th day of MARCH, 2020.


SGT. CHARLES PETERSON

TOWN OF DOVER

ATTEST

Carolyn Blackman
By: Carolyn Blackman, Mayor

Dated: 3-10-2020


John P. Schmid, M.L.S.
Acting Municipal Clerk
3-10-2020

4. Settlement Agreement or Release that resolved Cyprian Luke v. Dover, Federal Case No. 2:21-cv-11233

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Cyprian

MORRIS COUNTY JOINT INSURANCE FUND

CLOSE-OUT FORM

THIS FORM IS UTILIZED TO SUMMARIZE THE CONCLUSIONS OF LITIGATION THAT WAS DEFENDED BY THE MORRIS JOINT INSURANCE FUND ON BEHALF OF YOUR MUNICIPALITY. IT IS ALSO DESIGNED TO ASSURE THAT FUND MEMBERS ARE AWARE OF THIS LIABILITY AND WHAT STEPS WILL BE TAKEN IN ORDER TO ASSURE THAT THIS LIABILITY WILL NOT REOCCUR. IT IS REQUESTED THAT THIS FORM BE COMPLETED BY THE ADMINISTRATION AND RETURNED TO THE THIRD PARTY CLAIMS ADMINISTRATOR FOR THE FUND WITH 30 DAYS.¹

NAME OF CASE: Cyprian Luke v. Town of Dover, et al.

NAME OF MUNICIPALITY: U.S. District Court, District of New Jersey, Newark.

MUNICIPAL ADMINISTRATOR: Betty Lou DeCroce, ^{Business} Interim Municipal Administrator

BRIEF SUMMARY OF CASE: Plaintiff Luke alleged causes of action for violation of the Fourth and Fourteenth Amendment, pursuant to 42 U.S.C. § 1983; assault and battery; and failure to intervene, pursuant to 42 U.S.C. § 1983; pertaining to Luke's interaction with Dover police officers, and his subsequent arrest that occurred on May 19, 2019.

LIABILITY/EXPOSURE ISSUES: Witness videos of the violent encounter between police and Luke provide the appearance that police used excessive force to subdue and arrest Luke, although from the video, he appeared to be compliant on the ground. Police claims that Luke was reaching for Sgt. Pier's revolver could not be seen in the video. There was also extensive news reports of the incident. Further, following this incident, Luke was institutionalized in a psychiatric hospital, which Plaintiff allege stems from this incident. These facts, coupled with several prior incidents involving allegations against the police department with respect to other arrests, and general public sentiment in light of the public's perception of police in light of the George Floyd killing, led counsel to believe that there was a strong likelihood of a verdict in favor of Plaintiff, which would likely have implicated "fee shifting" statutes.

OUTCOME OF CASE: The case was settled on behalf of all defendants for \$250,000. The Town of Dover approved this settlement.

ATTORNEY COMMENTS AS TO ISSUES RELATING TO THIS CASE AND FUTURE:

EXPOSURE TO SIMILAR LIABILITY: The department's use of force training requires a strong internal review by the current Police Director.

Chief

¹ Feel free to attach a written response/narrative

RESPONSE FROM ADMINISTRATION Town of Dover - Police Chief
looking into further training in use of force

REQUEST FOR MEETING: ☐ YES ☒ NO

ON A SCALE FROM 1 TO 5, PLEASE RATE THE FOLLOWING:
(1) Poor; (2) Fair; (3) Good; (4) Very Good and (5) Excellent

WERE YOU SATISFIED WITH THE LEGAL SERVICES RENDERED REGARDING THE
ASSIGNED PANEL ATTORNEY?

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WERE YOU SATISFIED WITH THE HANDLING OF THE CASE BY THE ASSIGNED
PANEL ATTORNEY?

1

2

3

4

5

WERE YOU SATISFIED WITH THE ABILITY TO COMMUNICATE WITH THE ASSIGNED
PANEL ATTORNEY?

1

2

3

4

5

WERE YOU SATISFIED WITH THE ABILITY OF THE ASSIGNED PANEL ATTORNEY
TO WORK WITH THE MUNICIPALITY?

1

2

3

4

5

WERE YOU SATISFIED WITH THE OVERALL OUTCOME OF THE CASE?

1

2

3

4

5

SIGN OFF :



PANEL ATTORNEY


THIRD PARTY CLAIMS
ADMINISTRATOR

MORRIS COUNTY JIF

5. Settlement Agreement or Release that resolved Michelle Espada et al v. Town of Dover, Federal Case No. 2:20-cv-16595

Espada

SETTLEMENT AGREEMENT AND GENERAL RELEASE

MICHELLE ESPADA, on her own behalf and on behalf of her heirs, executors, administrators, and assigns (hereinafter collectively referred to as "Plaintiff" or "ESPADA"), and the TOWN OF DOVER, on its own behalf and on behalf of its administrators, assigns, affiliates, departments, subdivisions, Board members, Aldermen, commissioners, officials, employees, agents, representatives, benefit plans and insurance carriers, including MAYOR CAROLYN BLACKMAN, BOARD OF ALDERMEN, JESSICA CRUZ, SANDRA WITTNER, JUDITH RUGG, HUMBERTO QUINONES, ADRIAN BALLESTEROS, EDWARD CORREA, MARCOS TAPIA and CARLOS VALENCIA (hereinafter, collectively referred to as "Defendants"), have reached the within agreement in final settlement of any and all claims, disputes or rights, including attorneys' fees and costs, asserted or that could have been asserted by Plaintiff against Defendants from the beginning of time until the date of the Settlement Agreement and General Release (the "Agreement").

The Agreement is in full settlement of any and all claims which Plaintiff now has or may have against Defendants, individually or collectively, arising out of or in connection with Plaintiff's employment with the Town of Dover and/or any term and condition of her employment and/or positions held, which are known or unknown, including, but not limited to, all claims which were or could have been asserted in the civil action entitled, "Ana Maria Amin, Sharon Wagner and Michelle Espada v. Town of Dover, Carolyn Blackman, Board of Aldermen of the Town of Dover, Sandra Wittner, Judith Rugg, Humberto Quinones, Adrian Ballesteros, Edward Correa, Marcos Tapia, Carlos Valencia", pending in the United States District Court for the District of New Jersey, bearing Docket No.: 1:20-cv-16595, (hereinafter the "Lawsuit").

In consideration of the mutual promises contained herein it is agreed as follows:

1. Plaintiff and Defendants agree that they, through their attorneys, will execute (at the time of executing the Agreement) for filing with the United States District Court for the District of New Jersey, a Stipulation of Dismissal with Prejudice of the pending Lawsuit, Docket No.: 1:20-cv-16595, in the form annexed hereto as Exhibit A. The Stipulation shall be held in trust by Defendants' counsel and may be filed with the Court after the payment to Plaintiff's counsel of the funds set forth in paragraph 3 below.

2. At the time of execution of the Agreement, Plaintiff will provide written certification from an authorized search provider that, pursuant to N.J.S.A. 2A:17-56.23b, Plaintiff is not a child support judgment debtor, and that a Patriot Act search for Plaintiff is "clear." Plaintiff's attorney shall provide a completed Form W-9 of her law firm and shall satisfy liens, if any, from the proceeds of the Settlement. Plaintiff represents that the statements contained therein are true. Plaintiff understands and agrees that in the event it is revealed that Plaintiff is a child support judgment debtor, Plaintiff will not receive any of the proceeds of the settlement until all outstanding New Jersey child support judgments are satisfied and that if any child support judgment exceeds the net proceeds of the settlement sums, the entire settlement proceeds shall be utilized to satisfy any outstanding child support judgment. Plaintiff further understands and agrees that pursuant to Executive Order 13224 as amended by Executive Order 13268 and 13608, a settlement sum will not be released until such time as a clear Patriot Act search is provided to Defendants reflecting that Plaintiff is not on the list of prohibited individuals as compiled by the Federal Government. Plaintiff further understands and agrees that if Plaintiff is on such list, Plaintiff will not receive any of the proceeds of the settlement.

3. In full settlement of any and all claims Plaintiff now has or may have against Defendants, including those claims referred to above and including attorneys' fees and costs, within sixty (60) days after approval by Resolution of the TOWN OF DOVER BOARD OF ALDERMEN and after prior receipt of this Agreement signed by ESPADA along with the executed Stipulation of Dismissal referred to above, Defendants, through counsel, shall deliver to Plaintiff's attorneys WILLIAMS CEDAR, LLC, One South Broad Street, Suite 1510, Philadelphia, Pennsylvania 19107, a check made payable in trust for ESPADA in the sum of twenty thousand and 00/100 dollars (\$20,000.00), as payment for all of the alleged damages claimed by Plaintiff; specifically, Plaintiff's emotional distress and reputational damages. No other payment shall be due to Plaintiff.

4. Defendant Town of Dover agrees to laterally transfer Plaintiff from her position as a recreation aid in the recreation department to "principal cashier/typing BL" in the code enforcement department effective January 3, 2023 in accordance with the HR/Payroll Form submitted to Plaintiff by the Town's Business Administrator, Betty Lou DeCroce.

5. Defendant Town of Dover agrees to provide a neutral reference in response to any inquiries concerning Plaintiff, such that future inquiries regarding Plaintiff's employment shall be directed to the Human Resources Department, which will respond solely by providing Plaintiff's dates of employment, title, and final rate of pay, and further, state that it is the Town of Dover's policy to only provide dates of employment, title, and pay rate in response to any such inquiries. It is further agreed that no Defendant is under any further obligation to Plaintiff other than as set forth in Paragraph 3 above or expressly stated herein. Plaintiff and Defendants agree that they shall not make, publish or communicate to any person or entity in any public forum or otherwise any defamatory, false, negative or disparaging remarks, comments or statements

regarding the Lawsuit and/or the outcome of this settlement as to Plaintiff or Defendants, the Town's operations, or any of its employees, officers, commissioners or directors, and other associated third parties, now or in the future.

6. Before the settlement funds shall issue an IRS Form W-9 shall be provided by WILLIAMS CEDAR, LLC with respect to the payment to be made. An IRS form 1099 shall be issued with the payment of the settlement funds. Said payments are made in total and complete settlement of the matter and all claims referred to above, including, but not limited to, attorneys' fees, expenses and costs of suit. It is expressly understood and agreed that Plaintiff and her counsel shall assume responsibility for the appropriate tax treatment and tax reporting of the payments made to them. It is further understood and agreed that in the event the Internal Revenue Service, or any other taxing entity, including, but not limited to, the State of New Jersey or any court or other tribunal of competent jurisdiction, ultimately determines that the foregoing amount constitutes income for which any taxes remain due and owing, Plaintiff shall be responsible for the payment of such taxes (except for any mandated employer portions of such taxes), and he shall make no claim against Defendant for payment of any such taxes, or for the payment of any applicable interest or penalties. Plaintiff agrees to indemnify Defendants for any taxes, penalties or interest due and owing by her with respect to the payment, specified herein. In the event it is ultimately determined that any taxes are due and owing with respect to the foregoing sum, the validity of the Settlement Agreement and General Release shall not be affected in any way.

7. Plaintiff acknowledges that the payment referred to above in Paragraph 3 constitutes additional consideration not otherwise owed to her but for the Agreement. Further, Plaintiff agrees that said payment is the only payment or benefit to which she is entitled under the Agreement and agrees that she will not seek anything further, whether monetary or otherwise,

from any Defendant in any proceeding. Except as expressly set forth herein, Defendants shall not be responsible for any of Plaintiff's costs and/or attorneys' fees, including, but not limited to, fees and costs incurred in connection with the Lawsuit.

8. In consideration for the dismissal of the Lawsuit and for the payment provided for in the Agreement, and for the mutual promises contained in the Agreement, Plaintiff expressly waives, releases and gives up any and all claims which have been asserted, or could have been asserted, in the Lawsuit referred to above, and any and all claims and rights, without limitation, that he may have against any Defendant. Plaintiff specifically releases all claims arising under any contract of employment, collective negotiations agreement or any other agreement between Plaintiff and any Defendant, express or implied; any provision of the Constitution of the United States, the State of New Jersey or any other state; and any provision of any other law, common or statutory, of the United States, New Jersey or any other state, including, but not limited to: 28 U.S.C. 1983, New Jersey's Conscientious Employee Protection Act ("CEPA"), N.J.S.A. 34:19-3 et seq., the New Jersey Civil Rights Act, N.J.S.A. 10:6-2, and any other Federal, State or local law.

The Release is intended by the parties to be construed to release any and all claims and rights arising on or before the date of the execution of the Agreement to the fullest extent permitted by law. This paragraph bars the parties from initiating legal action only to the fullest extent permitted by law. It does not bar a party from instituting legal action for the sole purpose of enforcing the Agreement.

Plaintiff and Defendants represent to each other that, other than the Lawsuit specifically referenced herein, there are no pending lawsuits, charges, or other claims of any nature whatsoever by or on behalf of Plaintiff against any Defendant, or by or on behalf of any

Defendant against Plaintiff in any state or federal court or any agency or other administrative body.

Further, Plaintiff agrees, to the fullest extent permitted by law, not to institute any lawsuit, charges, or other claims of any nature whatsoever against any Defendant in any forum, or to seek discovery from any Defendant based upon any events, whether known or unknown, occurring prior to the date of the execution of the Agreement, including, but not limited to, any event related to, arising out of, or in connection with any aspect of Plaintiff's employment with the Town of Dover. Additionally, Defendants agree, to the fullest extent permitted by law, not to institute any lawsuit, charges, or other claims of any nature whatsoever against Plaintiff in any forum, or to seek discovery from Plaintiff based upon any events, whether known or unknown, occurring prior to the date of the execution of the Agreement, including, but not limited to, any event related to, arising out of, or in connection with any aspect of Plaintiff's employment with the Town of Dover. With respect to any report or claim or participation in any investigation or proceeding from which Plaintiff may not lawfully be precluded, Plaintiff understands and agrees that she hereby voluntarily waives any right to monetary damages against any Defendants in such action. Furthermore, nothing in this Release shall be construed to bar Plaintiff from reporting anything where the prohibition would be precluded by law.

9. By making this Agreement, Plaintiff acknowledges that the Defendants do not admit that it or they have done anything wrong, and the Defendants specifically state that it or they have not violated or abridged any federal, state, or local law or ordinance, or any contract or any right or obligation that it or they may owe or may have owed to Plaintiff. This Agreement shall not constitute an admission of liability or wrongdoing for any purpose. Plaintiff further

acknowledges that the allegations contained in the Lawsuit remain disputed and denied by Defendants and that the Town of Dover and its insurance carrier assert that they underwent a cost benefit analysis, made a business decision, and have agreed to settle this lawsuit in order to avoid the inherent uncertainties with any legal proceeding and the additional legal fees and expenses with continuing this dispute, but that this Release represents a compromise of a disputed claim, and any liability, wrongdoing, malfeasance, misfeasance or negligence on the part of any Defendant is expressly denied.

10. The Agreement contains the sole and entire agreement between Plaintiff and Defendants and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof. Plaintiff and Defendants represent and acknowledge, in executing the Agreement, that they have not relied upon any representation or statement not set forth herein made by any other party to the Agreement or their counsel or representatives with regard to the subject matter of the Agreement. No other promises or agreements shall be binding unless in writing and signed by the parties hereto.

11. Plaintiff and Defendants agree that if any provision of the Agreement is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall not be a part of the Agreement. The legality, validity and enforceability of the remaining provisions of the Agreement shall not be affected by a determination that a provision herein is illegal, invalid or unenforceable.

12. Plaintiff agrees that she will not disparage, defame or slander any Defendant or any Town of Dover employees, board members, aldermen, administrators, contractors or assigns. Defendants agree that it or they will not disparage, defame or slander the Plaintiff.

13. New Jersey law shall govern the Agreement, and any action under, and/or

touching upon or affecting, the terms of the Agreement, shall be brought in a Court of competent jurisdiction located within the State of New Jersey.

14. The Settlement Agreement and General Release may be executed and delivered in any number of counterparts, each of which, when so executed and delivered, shall constitute an original, fully enforceable counterpart for all purposes and such counterparts together shall constitute but one and the same instrument.

15. By signing this Settlement Agreement and General Release, Plaintiff states and represents that:

- (a) She has read it;
- (b) She understands it and knows that she is giving up important rights and claims, including, but not limited to, rights under the statutes listed in paragraph 6 above, and that she is giving up any such rights or claims in exchange for payment to which she was not already entitled;
- (c) She agrees with everything in it;
- (d) Her attorneys, WILLIAMS CEDAR, LLC, negotiated the Settlement Agreement and General Release with her knowledge and consent;
- (e) She has been advised to consult with her attorney prior to executing the Settlement Agreement and General Release, and in fact has done so;
- (f) She has been given 21 days within which to review and consider this Settlement Agreement and General Release prior to signing; and
- (g) She understands that for a period of seven (7) days following the execution of this Settlement Agreement and General Release she may revoke the provisions of this Agreement by delivering written notification to Defendants' counsel, DECOTITS, FITZPATRICK, COLE & GIBLIN, LLP, 61 South Paramus Road, Paramus, New Jersey 07652. The Settlement Agreement and General Release shall not become effective or enforceable until the revocation period has

expired; and

- (h) She has signed the Settlement Agreement and General Release knowingly and voluntarily.

IN WITNESS WHEREOF, the Parties have executed and delivered the Settlement Agreement and General Release intending to be bound hereby effective as of December 2022.

MICHELLE ESPADA

By: 

Michelle Espada, Plaintiff

SWORN TO AND SUBSCRIBED IN MY PRESENCE

this 6th day of Jan, 2022


Notary Public

TOWN OF DOVER

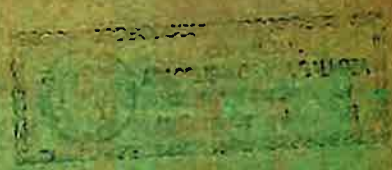
By: 

Betty Lou Decroce, Interim Business Administrator
Town of Dover

SWORN TO AND SUBSCRIBED IN MY PRESENCE

this 24th day of Jan, 2023


Notary Public



CAROLYN BLACKMAN

By: Carolyn Blackman
Carolyn Blackman

SWORN TO AND SUBSCRIBED IN MY PRESENCE
this 24th day of 1, ~~2022~~ 2023

My V Drama Gallego
Notary Public



JESSICA CRUZ

By: Jessica Cruz
Jessica Cruz

SWORN TO AND SUBSCRIBED IN MY PRESENCE
this 24th day of 1, ~~2022~~ 2023

My V Drama Gallego
Notary Public



SANDRA WITTNER

By: Sandra M Wittner
Sandra Wittner

SWORN TO AND SUBSCRIBED IN MY PRESENCE
this 24th day of 1, ~~2022~~ 2023

My V Drama Gallego
Notary Public

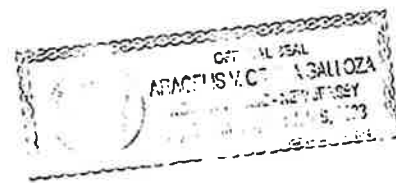


JUDITH RUGG

By: *Judith Rugg*
Judith Rugg

SWORN TO AND SUBSCRIBED IN MY PRESENCE
this 24th day of 1, ~~2022~~ 2023

Tracy V Deama Galloza
Notary Public

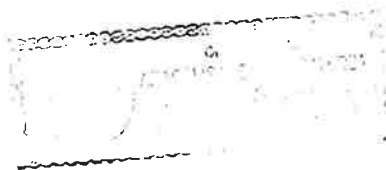


HUMBERTO QUINONES

By: *H. Quinones*
Humberto Quinones

SWORN TO AND SUBSCRIBED IN MY PRESENCE
this 24th day of 1, ~~2022~~ 2023

Tracy V Deama Galloza
Notary Public



ANDRIAN BALLESTEROS

By: _____
Adrian Ballesteros

SWORN TO AND SUBSCRIBED IN MY PRESENCE
this ____ day of ____, 2022.

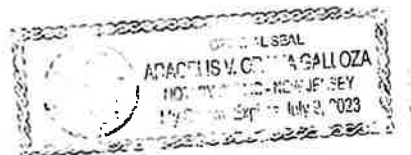
Notary Public

EDWARD CORREA

By: Edward F. Correa
Edward Correa

SWORN TO AND SUBSCRIBED IN MY PRESENCE
this 24th day of 1, ~~2022~~. 2023

Willy V. Orama Galloza
Notary Public



MARCOS TAPIA

By: [Signature]
Marcos Tapia

SWORN TO AND SUBSCRIBED IN MY PRESENCE
this 24th day of 1, ~~2022~~. 2023

Willy V. Orama Galloza
Notary Public



CARLOS VALENCIA

By: [Signature]
Carlos Valencia

SWORN TO AND SUBSCRIBED IN MY PRESENCE
this 24th day of 1, ~~2022~~. 2023

Willy V. Orama Galloza
Notary Public

6. Civil Complaint that initiated Michelle Espada et al v. Town of Dover, Federal Case No. 2:20-cv-16595.

WILLIAMS CEDAR, LLC
Gerald J. Williams, Esquire – Atty ID# 006831987
8 Kings Highway West, Suite B
Haddonfield, NJ 08033
(856) 470-9777
(888) 311-4899 Fax
gwilliams@williamscedar.com
Attorneys for Plaintiffs,

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

ANA MARIA AMIN
153 Dehart Place, Apt. 1A,
Elizabeth, NJ 07202

and

SHARON WAGNER
98 Baker Avenue,
Dover, NJ 07801

and

MICHELLE ESPADA
20 Sanford Street,
Dover, NJ 07801

Plaintiffs,

v.

TOWN OF DOVER
37 N. Sussex St.,
Dover, NJ 07801

CAROLYN BLACKMAN,
In her individual and official capacities
37 N. Sussex St.,
Dover, NJ 07801

BOARD OF ALDERMEN OF THE
TOWN OF DOVER,
JESSICA CRUZ,

CIVIL ACTION: 1:20-cv-16595

JURY TRIAL DEMANDED

FIRST AMENDED COMPLAINT

In her individual and official capacities, :
SANDRA WITTNER, :
In her individual and official capacities, :
JUDITH RUGG, :
In her individual and official capacities, :
Humberto Quinones, :
In his individual and official capacities, :
Adrian Ballesteros, :
In his Individual and official capacities, :
EDWARD CORREA, :
In his individual and official capacities, :
MARCOS TAPIA, :
In his individual and official capacities, :
CARLOS VALENCIA, :
In his individual and official capacities, :
37 N. Sussex St., :
Dover, NJ 07801 :
Defendants. :

INTRODUCTION

1. This action for declaratory, injunctive, monetary and other appropriate relief is brought by Plaintiffs to redress the intentional violations by the Defendants of the rights secured to Plaintiffs by the laws of the United States of America and the statutory and common law of the State of New Jersey. Among other things, Plaintiffs seek recovery for damages suffered as a result of retaliation against Plaintiffs for engaging in speech and association which was protected under the First Amendment.
2. The Town of Dover, by and through the individual defendants, retaliated against Plaintiffs based on Plaintiffs' protected speech and association arising out of the 2019 elections for Mayor and Aldermen for the Town.

JURISDICTION

3. This action is brought pursuant to 42 U.S.C. §1983, and the First and Fourteenth Amendments of the United States Constitution. Jurisdiction is founded on 28 U.S.C. §§ 1331 and 1343(3) and the aforementioned statutory and constitutional provisions.
4. Jurisdiction lies over state law claims based on the principles of supplemental jurisdiction, as codified at 28 U.S.C. § 1367.
5. The amount in controversy exclusive of interest and costs exceeds the sum of one hundred thousand Dollars (\$100,000) per Plaintiff.

VENUE

6. All the claims herein arose within the jurisdiction of the United States District Court for the District of New Jersey and involve Defendants who reside within the jurisdictional limits. Venue is accordingly invoked pursuant to the dictates of 28 U.S.C. §1391(b) and (c).

PARTIES

7. Plaintiff Ana Maria Amin resides at 153 Dehart Place, Apt 1A, Elizabeth, NJ 07202.
 8. Plaintiff Sharon Wagner resides at 98 Baker Avenue, Dover, NJ 07801.
 9. Plaintiff Michelle Espada resides at 20 Sanford Street, Dover, NJ 07801.
 10. Defendant Town of Dover, NJ, is an incorporated municipality located in Morris County, NJ, and is governed by the Mayor and Board of Aldermen of the Town of Dover, with municipal offices located at 37 N Sussex Street, Dover, NJ 07801.
 11. The Board of Aldermen of the Town of Dover is a governing body of the Town of Dover, comprising eight members. The Board maintains offices located at 37 N Sussex Street, Dover, NJ 07801.
-

12. Defendant Carolyn Blackman has, at all times material, been the elected Mayor of the Town of Dover. Defendant Blackman as Mayor has offices located at 37 N Sussex Street, Dover, NJ 07801.
13. At all times material as set forth below, Defendants Jessica Cruz, Sandra Wittner, Judith Rugg, Humberto Quinones, Adrian Ballesteros, Edward Correa, Marcos Tapia and Carlos Valencia have served on the Board of Aldermen, with municipal offices located at 37 N Sussex Street, Dover, NJ 07801.

FACTS

A. ANA MARIA AMIN

14. In January of 2019, James Dodd was the Mayor of the Town Of Dover. The Town is governed by the Mayor and eight Alderman, with two Alderman representing each of the four wards of the Town of Dover, NJ.
15. On or about August 2019, the Business Administrator of Dover resigned, leaving a vacancy for that position.
16. The Mayor appointed to-be Business Administrator, William Reyes, who was the Director of Economic Development, Community Affairs & Recreation, to fill the position. As a result of Reyes becoming Business Administrator, the position of Director of Economic Development, Community Affairs & Recreation became vacant and said position needed to be filled.
17. Thereafter, in August 2019, Plaintiff Amin was nominated and a resolution was passed to fill the new position of Director of Economic Development, Community Affairs & Recreation.

18. The Plaintiff officially took the position in October of 2019, pursuant to a three year contract, at an annual salary of one hundred and twenty thousand dollars (\$120,000.00).
19. In November of 2019, an election was held for Mayor and Alderman for the Town of Dover. In the Town of Dover, the Mayor is elected to serve a four year term; Aldermen for the Town of Dover are elected to serve for two year terms, and are elected on a rotating basis, in which four new Aldermen are up for election every other year. In this particular election, the sitting Aldermen were Jessica Cruz, Sandra Wittner, Humberto Quinones, and Carlos Valencia, and were not up for election.
20. At that time, Carolyn Blackman, who was serving as an Alderman leading up to the election, was elected Mayor, defeating incumbent James Dodd. Additionally, the new Alderman were elected as follows: Judith Rugg, Adrian Ballesteros, and Marcos Tapia. Further, because Blackman's former seat as Alderman would be vacant, Blackman appointed Edward Correa to fill the position. These four aforementioned individuals running for Alderman were known as "Dover First," and were led by Carolyn Blackman. The Dodd faction was known as "Dover For Everyone," and was led by James Dodd the incumbent mayor.
21. Plaintiff Amin openly supported Dodd and campaigned for him during the 2019 election. Defendant Blackman and her slate of Alderman were elected and took office in January of 2020. Defendant Blackman became the new Mayor.
22. On or about January 28, 2019, a resolution was passed by Blackman and the Aldermen eliminating the position of Director of Economic Development, Community Affairs & Recreation and in March of 2019, the resolution was finalized, Plaintiff's position was eliminated, and Plaintiff was terminated.

23. The elimination of Plaintiff's position and her termination were in retaliation of Plaintiff supporting Dodd for Mayor.
24. Political affiliation was not an appropriate requirement for Plaintiff's position and political affiliation was not necessary for the efficient operation of her position.
25. The conduct of the defendants in essentially creating a political affiliation requirement for Plaintiff's position was retaliatory against Plaintiff Amin who supported Mayor Dodd and his faction, which was a violation of her First Amendment rights.

B. SHARON WAGNER

26. Plaintiff Wagner incorporates by reference the above paragraphs.
27. Plaintiff Wagner, at all times material herein, has served as an employee of the Town of Dover since February 1, 2016. Initially, Plaintiff was hired as a payroll clerk and in November of 2018 she was promoted to Human Resource Manager.
28. As H.R. Manager, her primary duties were that she was responsible for employee's payroll, F.M.L.A., disability benefits and Health Insurance.
29. During the 2019 campaign, in or about October of 2019, Defendant Blackman and other members of her faction came to the house of the Plaintiff seeking her political support. Plaintiff stated that she was not a resident of Dover and that she would not support Blackman and her faction and wanted to remain neutral. At a later date, Blackman--on another occasion--solicited the support of the Plaintiff during the campaign, and again, Plaintiff Wagner declined to support Blackman and her faction.
30. Once the new Blackman administration came into office, defendants started to eliminate various positions and terminate individuals from the former Dodd administration, including individuals that were perceived to support Dodd and his faction.

31. Carlos Sanchez was appointed by Blackman to be the new Deputy Town Administrator and was responsible for the day-to-day operation of the Town. Kelly Toohey, who was the Chief Financial Officer, retired and Ashley Wilson was appointed as interim C.F.O.
32. Plaintiff reported to Sanchez as well as worked closely with Wilson on payroll and salaries of individuals and other personnel matters.
33. In March of 2020, Plaintiff Wagner, along with Ashley Wilson, were told to attend a budget meeting to discuss the salaries of certain individuals as well as defendants' desire to terminate these individuals since they supported Dodd. These individuals, for the most part, were civil service employees and/or employees who were members of the union. Further, political affiliation was not an appropriate requirement for their positions and not necessary for efficient operation of the Town of Dover.
34. The individuals identified by Sanchez on behalf of the Blackman administration included, but were not limited to, Plaintiff Amin, Plaintiff Michelle Espada, Pat Laverty, Dan DeGroot, Mike Stalter, Tom Spring, and Erica Vinales.
35. Present at this meeting were Defendant Blackman and Alderman Correa and Tim Downs who was an attorney for the Town of Dover. Downs was decidedly not reappointed by the Dodd administration for double billing and other irregularities in billing, but was rehired by Blackman.
36. At the budget meeting, Plaintiff spoke out and stated that you can't terminate these individuals since they were civil service employees and/or union members and further stated that pursuant to the Collective Bargaining Agreement new hires are to be terminated first, due to any budgetary cuts, or any other events which would necessitate

layoffs and/or terminations. The individuals identified in ¶34 were not new hires and had seniority.

37. Wagner further indicated that the termination of the individuals discussed would be unlawful.

38. Thereafter, another meeting was held in May of 2020, involving the discussion of terminating personnel and Plaintiff was told by Sanchez not to be present due to her complaints about the unlawful conduct of the defendants.

39. Plaintiff was at all times material herein a civil service employee and was protected by civil service rules and regulations. On or about [July 1, 2020], Plaintiff was terminated without receiving a “Rice Notice” or any disciplinary charges, contrary to civil service Rules and Regulations, in retaliation for speaking out on matters of public concern related to unlawfully terminating individuals, and additionally for not politically supporting Blackman and her faction for Mayor and Aldermen for the Town of Dover.

C. MICHELLE ESPADA

40. Plaintiff incorporates the above paragraphs by reference.

41. Plaintiff Espada began her employment with the Town of Dover as a Recreation Aide in June of 2017 with the department of Economic Development, Community Affairs & Recreation. Plaintiff Espada performed duties that included, but were not limited to, a Community Affairs Liaison for Business Development; working with seniors; working with churches and church organizations; and working with other community based programs and organizations.

42. Plaintiff worked under Director William Reyes, and also performed duties within the department of Economic Development, Community Affairs & Recreation.

43. During the 2019 election for Mayor the plaintiff actively campaigned for then Mayor James Dodd and his slate during her personal time.
44. As previously set forth, Dodd lost the election to Carolyn Blackman who took office in January 2020.
45. After the election, and when Defendant Blackman took office, Plaintiff Espada was the victim of harassment on the job by Blackman and her administration for Dover, who were trying to force Espada into resigning by creating a hostile work environment.
46. Upon information and belief, Sanchez was told by Defendant Blackman and/or her staff that Blackman wanted to terminate Plaintiff Espada due to her political support of Dodd.
47. As previously stated in ¶34, Plaintiff Espada was one of the individuals identified that were targeted by Defendant Blackman in the March, 2020 meeting. At said meeting, Sanchez did not terminate Espada, and subsequently resigned at a later date.
48. As part of the pattern of harassment, during the COVID-19 breakout, Plaintiff was transferred from Recreation, at the direction of Defendant Blackman's administration, to work the new municipal court window, where she would collect monies from citizens ranging from traffic tickets to utility bills, licensing fees and other fines and assessments issued by the Town of Dover. This municipal window was newly implemented as a means for residents to pay monies owed to different municipal departments while those departments were shut down and/or working remotely from home as necessary for COVID-19 safety measures.
49. These duties at the municipal window were formerly performed by other individuals in their individual departments. Plaintiff was the only individual that performed these duties on a daily basis, while the other individuals previously performing these duties for their

departments were either reassigned or assigned to work remotely from home. The transfer and reassignment of Plaintiff to work this window was in retaliation for her political activity and association with former Mayor Dodd.

50. Plaintiff worked this position every day from March 20th, 2020 until June 23rd 2020, and thereafter, Plaintiff Espada worked the position part-time. When not working at the municipal window, Plaintiff was placed in an office in the basement and was not permitted to perform her full duties as Recreation Aide.
51. The transfer, reassignment, and restriction of Plaintiff's Aide duties were in retaliation for supporting Dodd and being politically associated with him. Her assignment to the municipal window put her in greater danger of exposure to COVID-19, since she was primarily the only person assigned to this position, and was exposed to the public on a daily basis, making her more likely to contract the disease.
52. Further, Plaintiff was the only person from her department of Economic Development, Community Affairs & Recreation that was transferred and given this assignment as retaliation for her association with Dodd in an effort to force her to resign due to the dangerous working conditions imposed on her by the defendants.
53. Plaintiff, once again in October of 2020, was required to work full-time at the municipal window in an effort to have her resign due to her risk of exposure to COVID-19. In the latter part of October and early into November, the Town of Dover shut down the municipal window due to the high risk of exposure to COVID-19.
54. The transferring, reassignment to work the municipal court window and depriving Plaintiff the right to work in her position as Recreation Aide, in addition to her

harassment by Defendant Blackman, was in retaliation for her political campaign activity and association with Dodd.

COUNT I
ALL PLAINTIFFS V. ALL INDIVIDUAL DEFENDANTS
42 U.S.C. § 1983
FIRST AMENDMENT VIOLATIONS

55. Plaintiffs adopt and incorporate the allegations in the above paragraphs as though each were individually stated herein at length.

56. Plaintiffs did *actually* engage in protected speech and association, and also were *perceived* as being associated with the Dodd faction, which opposed the Blackman faction.

57. Defendants violated the provisions of 42 U.S.C. § 1983 in that Defendants, acting under color of state law, deprived Plaintiffs of the privileges and immunities secured to them by the First and Fourteenth Amendments of the United States Constitution and, in particular, their right to hold employment without infringement of their First Amendment right to freedom of speech and association.

58. Defendants willfully and recklessly took adverse employment action against Plaintiffs in order to deny Plaintiffs their First Amendment right to free speech and association.

59. Defendants' actions were to penalize and retaliate against Plaintiffs for their exercise of fundamental First Amendment rights of speech and association.

WHEREFORE, Plaintiffs respectfully request this Honorable Court:

- i. Enter a declaratory judgment that Defendants' retaliatory acts complained of herein have violated and continue to violate the rights of Plaintiffs as secured by the United States Constitution;

- ii. Enjoin Defendants from continuing said retaliatory practices;
- iii. Award Plaintiffs compensatory damages including but not limited to: pain, suffering, past economic loss, future economic loss, back pay, front pay, wage increases, loss of life's pleasures, loss of reputation, benefits, emotional distress and other damages;
- iv. Award reasonable costs and attorney's fees;
- v. Award punitive damages;
- vi. Grant any other relief this Court deems just and proper.

COUNT II
ALL PLAINTIFFS V. TOWN OF DOVER
VIOLATION OF 42 U.S.C. §1983
FIRST AMENDMENT VIOLATIONS

60. Plaintiffs adopt and incorporate the allegations in the above paragraphs as though each were individually stated herein at length.
61. Plaintiffs did *actually* engage in protected speech and association, and also were *perceived* as being associated with the Dodd faction, which opposed the Blackman faction.
62. Defendant Town of Dover developed and maintained a number of deficient policies and/or customs which caused the deprivation of Plaintiffs' constitutional rights.
63. Defendants' policies and customs encouraged the individual defendants to believe that they could violate the constitutional rights of Plaintiffs with impunity and with the explicit or tacit approval of the Town of Dover.

WHEREFORE, Plaintiffs respectfully request this Honorable Court:

- i. Enter a declaratory judgment that Defendants' retaliatory acts complained of herein have violated and continue to violate the rights of Plaintiffs as

- secured by the United States Constitution;
- ii. Enjoin Defendants from continuing said retaliatory practices;
 - iii. Award Plaintiffs compensatory damages including but not limited to: pain, suffering, past economic loss, future economic loss, back pay, front pay, wage increases, loss of life's pleasures, loss of reputation, benefits, emotional distress and other damages;
 - iv. Award reasonable costs and attorney's fees;
 - v. Award punitive damages;
 - vi. Grant any other relief this Court deems just and proper.

COUNT III
PLAINTIFFS SHARON WAGNER V. ALL DEFENDANTS
VIOLATION OF 42 U.S.C. §1983
DUE PROCESS VIOLATIONS

64. Plaintiff adopts and incorporates the allegations in the above paragraphs as though each were individually stated herein at length.

65. Plaintiff possessed a legitimate expectation of entitlement to employment as a civil service employee. This expectation was grounded in civil service rules and regulations.

66. By terminating Plaintiff without affording her a 'Rice Notice' and hearing, Defendants violated Plaintiff's property rights.

67. Further, this property right was deprived without due process of law.

68. Defendants' policies and customs encouraged the individual defendants to believe that they could violate the constitutional rights of Plaintiff with impunity and with the explicit or tacit approval of the Town of Dover, Mayor Blackman, and the Board of Aldermen.

WHEREFORE, Plaintiffs respectfully request this Honorable Court:

- i. Enter a declaratory judgment that Defendants' acts complained

of herein have violated and continue to violate the rights of Plaintiffs as secured by the United States Constitution;

- ii. Enjoin Defendants from continuing said retaliatory practices;
- iii. Award Plaintiffs compensatory damages including but not limited to: pain, suffering, past economic loss, future economic loss, back pay, front pay, wage increases, loss of life's pleasures, loss of reputation, benefits, emotional distress and other damages;
- iv. Award reasonable costs and attorney's fees;
- v. Award punitive damages;
- vi. Grant any other relief this Court deems just and proper.

**COUNT IV
ALL PLAINTIFFS v. ALL DEFENDANTS
Violation of NJCRA**

69. Plaintiffs adopt and incorporate the allegations in the above paragraphs as though each were individually stated herein at length.

70. Plaintiffs did *actually* engage in protected speech and association, and also were *perceived* as being associated with the Dodd faction, which opposed the Blackman faction.

71. Defendants acted under the color of law, and subjected Plaintiffs to the deprivation of their rights, privileges or immunities as secured by the New Jersey Constitution, Art. 1 ¶¶ 1, 6, 18 and/or New Jersey law.

72. Defendants violated Plaintiff's New Jersey Constitutional rights in that the Defendants acting under color of state law, denied Plaintiffs of the privileges and immunities secured

to him by the New Jersey Constitution, Art. 1, ¶¶ 1, 6 and 18 in particular, their right to hold employment without infringement of their right to free speech and association.

73. Defendants' actions were to penalize and retaliate against Plaintiff for his exercise of fundamental New Jersey Constitutional rights.

74. Defendants are liable to Plaintiffs for the violation of their Constitutional rights under the NJCRA, *N.J.S.A.* 10:6-2.

75. As a direct and proximate result of Defendants' actions, Plaintiffs have, and will in the future, suffer pain, emotional distress, humiliation, embarrassment, inconvenience, loss of pleasure and enjoyment of life, loss of reputation, lost wages, lost wage earning capacity, loss of benefits and past and future medical expenses.

WHEREFORE, Plaintiffs respectfully request this Honorable Court:

- i. Enter a declaratory judgment that Defendants' retaliatory acts complained of herein have violated and continue to violate the rights of Plaintiffs as secured by the United States Constitution;
- ii. Enjoin Defendants from continuing said retaliatory practices;
- iii. Award Plaintiffs compensatory damages including but not limited to: pain, suffering, past economic loss, future economic loss, back pay, front pay, wage increases, loss of life's pleasures, loss of reputation, benefits, emotional distress and other damages;
- iv. Award reasonable costs and attorney's fees;
- v. Award punitive damages;
- vi. Grant any other relief this Court deems just and proper.

COUNT V
PLAINTIFF WAGNER V. ALL DEFENDANTS

VIOLATION OF CEPA -N.J.S.A. 34:19

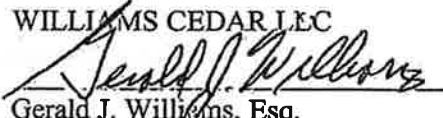
76. Plaintiff adopts and incorporates the allegations in the above paragraphs as though each were individually stated herein at length.
77. Plaintiff spoke out against the unlawful termination of employees, including the Plaintiff's own, based on their political activity, and/or perceived political activity, and/or their right to employment pursuant to civil service rules and regulations, as well as violating the collective bargaining agreement.
78. Defendants' actions violate the Conscientious Employee Protection Act, N.J.S.A. 34:19.
79. As a direct and proximate result of Defendants' actions, Plaintiff has, and will in the future, suffer pain, emotional distress, humiliation, embarrassment, inconvenience, loss of pleasure and enjoyment of life, loss of reputation, lost wages, lost wage earning capacity, loss of benefits and past and future medical expenses.

JURY TRIAL DEMAND

Plaintiffs hereby demand a trial by jury on all issues so triable.

Dated: December 23, 2020

WILLIAMS CEDAR LLC


Gerald J. Williams, Esq.
Counsel for Plaintiffs

7. Amended Civil complaint filed on or about April 23, 2019 in Michael Pier v. Dover, Federal Case No. 2:17-cv-12187

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MICHAEL PIER,

PLAINTIFF,

VS.

TOWN OF DOVER, MAYOR JAMES P. DODD (IN HIS OFFICIAL AND INDIVIDUAL CAPACITIES), TOWN ADMINISTRATOR DONALD TRAVISANO (IN HIS OFFICIAL AND INDIVIDUALS CAPACITIES), JOHN DOES 1-10, AND XYZ CORP. 1-10,

DEFENDANTS.

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

CIVIL ACTION NO.: 17-cv-12187

**FIRST AMENDED COMPLAINT AND
JURY DEMAND**

Plaintiff, Michael Pier, who resides at 103 Lynn Drive, Byram, New Jersey 07821 (hereinafter "Plaintiff"), by way of this Complaint against the Defendants, Town of Dover, (the "Town" or "Dover"), Mayor James P. Dodd ("Mayor Dodd"), Town Administrator Donald Travisano ("Travisano"), in their official and individual capacities, (hereinafter, collectively, the "Defendants"), hereby says:

I. Nature of Action, Jurisdiction, and Venue

1. This is an action seeking equitable and legal relief for: (1) a violation of 42 U.S.C. § 1983 - Monell v. City of New York (unconstitutional restraints on speech and association); (2) a violation of 42 U.S.C. § 1988; (3) Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. ("CEPA"); (4) civil conspiracy; (5) breach of express contract; (6) breach of implied contract; (7) breach of implied covenant of good faith and fair dealing; (8) New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq.

(unconstitutional restraint of speech and association); (9) violation of United States Constitution, XIV Amendment (due process clause); and (10) violation of N.J.A.C. 4A:4-4.8.

2. This court has jurisdiction due to the nature of the action and the amount in controversy. Additionally, Plaintiffs have satisfied all prerequisites to bringing these claims.
3. Plaintiff has timely filed Tort Claims Act Notices.
4. Thus, Plaintiff has satisfied all prerequisites to bringing these claims.

II. Parties

5. Plaintiff, Pier, is a Sergeant for the Dover Police Department ("Dover PD").
6. Defendant, The Town of Dover (the "Town" or "Dover"), whose address is 37 N. Sussex Street, Dover, New Jersey 07801, employs Plaintiff Pier to perform work duties as a Sergeant in the Town of Dover, New Jersey, and are subject to suit under the statutes plead herein.
7. Defendant, Mayor Dodd, is currently the Mayor of Dover and an employee of Dover, who took actions to aid or abet in the illegal conduct complained of hereunder and/or who took actions that serve as the factual predicate for the illegal conduct complained of hereunder.
8. Defendant Travisano is currently the Town Administrator of Dover and employee of Dover, who took actions to aid or abet in the illegal conduct complained of hereunder and/or who took actions that serve as the factual predicate for the illegal conduct complained of hereunder.
9. The John Doe Defendants 1-10 are fictitiously named individuals whose identities are currently unknown to Plaintiff, and are also employed by the Dover Police Department ("Dover PD"). John Doe Defendants 1-10 are individuals who have either personally participated in the illegal conduct described herein, or who have been willfully indifferent to the illegal conduct inflicted on Plaintiff.
10. The XYZ Defendants 1-10 are fictitiously named individuals whose identities

are currently unknown to Plaintiff, and are also employed by the Dover Police Department. XYZ Defendants 1-10 are individuals who have either personally participated in the illegal conduct described herein, or who have been willfully indifferent to the illegal conduct inflicted on the plaintiff.

11. All Defendants are individually subject to the statutes referenced herein.
12. At all times referred to in this Complaint, employees of Dover, who are referred to herein, were acting within the scope of their employment at the workplace during working hours or the corporate and/or municipal defendant ratified, embraced and added to their conduct to the extent that their actions went beyond the scope of their employment.

III. Factual Allegations

13. Pier is a decorated police officer who was hired by the Town of Dover Police Department in February 2006.
14. In July or August 2005, Plaintiff interviewed for the position of police officer for the Dover Police Department with Chief Harold Valentine and Captain Robert Kerwick. Soon after the interview, Plaintiff was extended an offer of employment for the police officer position.
15. In February 2006, Plaintiff began his career as a police officer earning a salary of \$37,000 per year. Plaintiff was an intergovernmental transfer from the Sussex County Sheriff's Office. Plaintiff worked for the Sussex County Sheriff's Office from 2003 through his date of hire with the Dover Police Department.
16. As a police officer for the Dover Police Department, Plaintiff is considered a Civil Service employee.
17. Throughout Plaintiff's decorated career, Plaintiff received numerous commendations and promotions for his exemplary service.
18. Sometime in 2010, Plaintiff signed up for a test for a Sergeant position. Then, in 2013 or 2014 Plaintiff took the test for Sergeant. At that time, there was a delay with the promotions for Sergeant positions.

19. The Dover Police Department had written directives which were policies the department followed. One of the written directives titled "Promotion", dated January 4, 2013, set forth the rules governing promotions within the Dover Police Department. (See Ex. A attached)
20. Per the directive, the Dover PD's policy was to comply with the promotional processes established by N.J.A.C. 4A:4-2.4 et seq. – Civil Service Commission.
21. Plaintiff worked in the Patrol Division from 2006 through 2014. As a result of his exemplary performance in the Patrol Division, Plaintiff was recommended for a transfer to the Detective Bureau in June 2014. With this transfer came more opportunities for overtime pay and prestige within the department.
22. At the time, there were still no promotions for the Sergeant position. However, the Department was looking for a new detective because there were issues surrounding two (2) detectives including: Detective/Sergeant Gonzalez and Detective Timothy Thiel. Eventually, the two detectives were transferred back to the Patrol Division and then Plaintiff and Sgt. William Woodhull were transferred to the Detective Bureau.
23. As a Detective, Plaintiff's job duties included but were not limited to: following up on open investigations, performing arrest affidavits/warrants, and executing search warrants to further investigate crimes.
24. Since Plaintiff was in the Detective Bureau, Plaintiff became known as one of "Butchie's boys" from upstairs.
25. "Butchie's boys" was a term used throughout the department for the officers who worked under Chief Harold "Butch" Valentine (Chief Valentine), were closely affiliated with Chief Valentine and supported Chief Valentine's candidacy for Mayor against Defendant Mayor Dodd, and were outspoken in their free speech support/actions of Chief Valentine running for office against incumbent Mayor Dodd.
26. It was commonly known that Defendant Dover's head decision maker(s), Defendants Dodd and Travisano, exercised a pattern and practice of

retaliation against officers who were outspoken in their free speech support/actions of Chief Valentine running for office against incumbent Mayor Dodd. Defendants' customs and policies and deliberate indifference to re-train, prevent, end or abate this retaliation from the top down is well known, and is supported by the fact numerous other Dover police officers have filed suit and sought relief against Defendants for similar claims of retaliation/harassment for their protected speech and association, thus giving rise to municipal liability under Monell.

27. At that time, "Butchie's boys" included: Lt. Young, Lt. Coppinger, Detective McCarthy, Detective Sperry, Detective Camacho and Plaintiff.
28. Defendants Mayor Dodd and Travisano, and numerous officers within the department, observed Plaintiff's close personal and professional relationship with Chief Valentine in and out of the office, and thus viewed Plaintiff as one of Chief Valentine's "affiliated" guys.
29. Plaintiff's close affiliation with Chief Valentine, throughout his career to the present, would ultimately become a detriment to Plaintiff as discussed further herein.
30. In the beginning of January 2015, Plaintiff conducted an investigation involving a sexual assault with Sgt. Gonzalez.
31. During the investigation, Sgt. Gonzalez was cooperative and assisted in conducting a complete and thorough investigation, without any complications or obstructions.
32. Unfortunately for Plaintiff, things drastically changed as a result of an internal affairs investigation that was assigned to Plaintiff toward the latter part of January.
33. Specifically, Plaintiff was assigned to investigate a complaint made by Sergeant Metzgar against Lt. Young and Lt. Coppinger. As part of this investigation (as required in all investigations), Plaintiff familiarized himself with the case by reading all reports that were drafted, and listening to all of the interviews that were conducted thus far.

34. While reviewing an audio recording of an initial interview conducted by Sgt. Gonzalez, it became apparent to Plaintiff that Sgt. Gonzalez committed an act of misconduct that Plaintiff believed was unethical/illegal/improper/immoral and unjust.
35. Specifically, Plaintiff could hear that Sgt. Gonzalez asked Sgt. Metzgar a question, then there is a pause, a pen click and papers flip over. It appeared to Plaintiff that Sgt. Gonzalez had written down an answer to a question and Sgt. Metzgar read the answer out loud.
36. Soon after, on or about January 28, 2015, Plaintiff interviewed Sgt. Metzgar, because he was the Complainant in that subject investigation.
37. During that interview, Plaintiff asked Sgt. Metzgar if Sgt. Gonzalez assisted him in answering questions during the initial interview.
38. However, Sgt. Metzgar denied any knowledge of this conduct.
39. Within a few days of the interview, Sgt. Metzgar asked Plaintiff for a copy of the interview. Plaintiff provided same to Sgt. Metzgar in accordance with the Dover PD policy.
40. Plaintiff strongly believed that Sgt. Metzgar provided the copy to Sgt. Gonzalez, which was unethical/illegal/improper/immoral.
41. Eventually, Plaintiff reported the apparent act of misconduct to his supervisor, Lt. Young, and also noted same in the internal affairs file.
42. While Plaintiff found no violation by Lt. Young and Lt. Coppinger in the within investigation, Plaintiff recommended that an investigation be opened up into Sgt. Gonzalez's conduct.
43. On or about February 1, 2015, a few days after the interview with Sgt. Metzgar, Plaintiff was assigned to a suspicious death/overdose investigation.
44. As part of the investigation, Plaintiff called dispatch to get information from the initial investigation conducted by Sgt. Gonzalez. However, Sgt. Gonzalez instructed one of his subordinates not to give Plaintiff any information and direct him to use the computer only.
45. It was clear to Plaintiff that Sgt. Gonzalez was obstructing Plaintiff's

investigation. This obstruction caused a time delay in the investigation and hindered the investigation, specifically in determining who the victim purchased narcotics from. Sgt. Gonzalez also failed to make the proper notification within a timely manner to major crimes division (CIS). (Investigation case no. 2015-2360).

46. Notably, Sgt. Gonzalez had just been transferred out of the Detective Bureau to the Patrol Division so he clearly knew the important role a timely notification played in an investigation.
47. Then again, on or about February 8, 2015, Sgt. Gonzalez violated another practice within the department when he called Plaintiff in the middle of the night to assign him an investigation without providing him any initial investigatory information. The Patrol Division is required to conduct an initial investigation before calling a detective to the scene of the investigation.
48. Without conducting the initial investigation and properly relaying the initial information to Plaintiff, Sgt. Gonzalez clearly made the investigation more difficult for Plaintiff and hindered the investigation. (Investigation case no. 2015-2881).
49. On or about February 27, 2015, Sgt. Gonzalez yet again complicated and hindered an investigation. Sgt. Gonzalez conducted the initial investigation into a sexual assault call, and when Plaintiff took over the investigation Plaintiff inquired into whether the call had any relation to a prior call earlier in the day. Sgt. Gonzalez notified Plaintiff that the calls were not related, but as it turned out, they were.
50. Once more, Sgt. Gonzalez did not properly conduct the initial investigation, thereby hindering the investigation. (Investigation file no. 2015-3674)
51. Later that same day, Plaintiff was contacted by Sgt. Gonzalez regarding a serious motor vehicle crash involving a pedestrian. Sgt. Gonzalez informed Plaintiff of some initial information but requested that Plaintiff respond to the scene of the accident so that he could transport the driver to headquarters to be interviewed by Plaintiff in the department's interview room.

52. Upon arriving at the scene of the accident, Plaintiff located Sgt. Gonzalez who was assigning the crash investigation to Police Officer Oxmani Corona. Plaintiff transported the driver to the hospital. Afterwards, Plaintiff contacted Officer Corona to ask if he would conduct the interview with him since he was the investigating officer on scene and he had valuable crash investigation training. Officer Corona agreed to conduct the investigation with him.
53. After the hospital, Plaintiff transported the driver to the Police headquarters where the driver met his attorney. Plaintiff located Officer Corona who was in the "Sergeant's office" with Sgt. Gonzalez. Plaintiff advised Officer Corona that the driver and his attorney were ready for the interview.
54. However, Sgt. Gonzalez advised Plaintiff that he was to perform the interview alone. Plaintiff responded that he and Officer Corona agreed to perform the interview together. Sgt. Gonzalez responded to Plaintiff that Plaintiff did not need Officer Corona to perform the interview with him and that he was to perform the interview alone.
55. Plaintiff explained to Sgt. Gonzalez that since Officer Corona had numerous hours of crash investigation training, that his knowledge would be valuable to the interview. After the back and forth between Plaintiff and Sgt. Gonzalez, Officer Corona asked Sgt. Gonzalez if he could be a part of the interview, and Sgt. Gonzalez finally allowed him.
56. During Plaintiff's entire career as an officer and extensive training how to properly conduct investigations, he had never heard of detective being assigned to a crash investigation accident, by himself, without assistance from the investigating officer or an officer with crash investigation training.
57. It became evident to Plaintiff that he was being retaliated against by Sgt. Gonzalez for disclosing/objecting/refusing to participate in Sgt. Gonzalez's acts of misconduct in January 2015 to his supervisor, Lt. Young.
58. In February and early March 2015, Plaintiff submitted memorandums to Chief Valentine to continue addressing concerns he had with Sgt. Gonzalez and his illegal/unethical/immoral/inappropriate actions in the Department.

59. Specifically, Plaintiff addressed how Sgt. Gonzalez was hindering his investigations. The memorandums were given to Lt. Young and Lt. Coppinger who then forwarded the memorandums to Chief Valentine.
60. During this same time, in March 2015, Chief Valentine informally announced his intentions to run for mayor against the incumbent mayor of approximately twelve (12) years, Defendant Mayor Dodd.
61. Unfortunately for Plaintiff, Chief Valentine's announcement to run for office against Defendant Mayor Dodd put all persons closely affiliated with Chief Valentine in jeopardy of retaliation.
62. It was commonly known in the police department, and within the Town, that Defendant Mayor Dodd had a reputation for retaliation.
63. Then, on March 20, 2015, Plaintiff submitted another memorandum to Chief Valentine regarding unethical concerns and issues he had surrounding Sgt. Gonzalez's conduct. (See Ex. B attached)
64. In the memorandum, Plaintiff explained that officers under Sgt. Gonzalez's supervision were told not to give Plaintiff investigatory information if he called after being assigned to an investigation. Apparently, if and when subordinates did provide information to Plaintiff, Sgt. Gonzalez got upset.
65. More importantly, Plaintiff expressed that he feared for his safety and well-being, as well as his family's safety and well-being. He explained that Sgt. Gonzalez has a history of using his supervisory position to retaliate against officers he does not like and who have made complaints against him. Plaintiff refers to his February 10, 2015 and March 2, 2015 memorandums.
66. Further, Plaintiff expressed in detail reasons for his concerns. Plaintiff listed at least seven or eight incidents and/or reasons to support his serious and imminent concerns.
67. First, Plaintiff noted that he observed Sgt. Gonzalez conduct unauthorized departmental training with duty weapons. Plaintiff described a game that Sgt. Gonzalez made his subordinates play that entailed unholstering their weapon, removing ammunition, and then drawing their weapons as fast as

possible and pointing it at the opposing officer. Plaintiff noted that he was always trained to never aim and/or point a weapon at someone unless that plan was to use it.

68. Plaintiff reasonably and accurately believed Sgt. Gonzalez was violating a rule or regulation by performing this training.
69. Next, Plaintiff described that he heard that Sgt. Gonzalez was undertaking non-work related investigations of other officers on his own time, specifically mentioning one (1) investigation into Officer Walter Michalski. This, too, would not be permitted by the Dover PD Directives.
70. Third, Plaintiff described that Sgt. Gonzalez carried a fixed six (6) inch blade that he would throw against the wall in the department.
71. Plaintiff next described a wrestling incident that involved Sgt. Gonzalez cutting another officer in the hand which required him to get stitches.
72. Next, Plaintiff described that Sgt. Gonzalez admitted to having "visions" which made Plaintiff question Sgt. Gonzalez's mental health status.
73. Plaintiff's sixth concern was that he learned of some previous, uncomfortable exchange between Sgt. Metzgar and Sgt. Gonzalez about a Lieutenant position. Plaintiff learned that soon after the exchange, an investigation through internal affairs was suddenly opened into Sgt. Metzgar and his alleged extramarital affair. It was discussed throughout that department that Sgt. Gonzalez directed a subordinate to text Sgt. Metzgar's wife inquiring into why her husband was at another woman's house during business hours.
74. Additionally, Plaintiff noted that he heard that Sgt. Gonzalez had a breakdown while President of the Dover PBA 107, which made Plaintiff uneasy about his current mental health status.
75. Lastly, Plaintiff described that Sgt. Gonzalez referred to himself as having three (3) different personalities including: Sgt. Richard Gonzalez, Rico and Ricky.
76. In the conclusion of his memorandum, Plaintiff asked that the Town of Dover take action to protect Plaintiff and his family from Sgt. Gonzalez.

77. Plaintiff also asked that Sgt. Gonzalez be *immediately suspended* and that he undergo a fitness for duty examination.
78. In sum, Plaintiff wrote a memorandum to Chief Valentine because he reasonably believed that Sgt. Gonzalez was violating laws and several rules and practices of the department, and was greatly concerned with the mental health status of Sgt. Gonzalez.
79. After submitting the memorandum to Chief Valentine of March 20, 2017, Plaintiff was directed to bring the memorandum to Defendant, Administrator Trivisano.
80. On March 23, 2015, Plaintiff brought the memorandum to Defendant Trivisano. Defendant Trivisano asked what was in the memorandum and Plaintiff gave him a brief synopsis. Defendant Trivisano asked Plaintiff, "Are you really concerned for your safety and well-being?" and Plaintiff responded, "Yes."
81. Unprovoked and out of nowhere, Defendant Trivisano brought up "CEPA" (New Jersey's whistleblower protection statute) and told Plaintiff that "CEPA doesn't apply here" and "CEPA will not protect you because I didn't authorize Gonzalez's actions and I didn't direct him to act in that manner."
82. Defendant Trivisano showed no concern or compassion toward Plaintiff and his safety, nor addressed the substance of the legal issues underlying the problem at hand.
83. Defendant Trivisano never discussed initiating a legal investigation to end of abate the alleged illegal conduct disclosed by Plaintiff – a highly respected and ranked officer in the department.
84. On that same date, Officer Michalski and Detective Camacho also submitted complaints to Defendant Trivisano about Sgt. Gonzalez.
85. On April 9, 2015, Plaintiff received an Inter-Office Memo from Chief Valentine which stated that Sgt. Gonzalez was put on a paid leave of absence pending a fitness for duty evaluation. The memorandum further stated that since the Town of Dover removed the immediate threat of

retaliation and harm, the Town considered Plaintiff's complaints appropriately responded to and closed. (See Ex. C attached)

86. Shortly after, on or about April 22, 2015, Chief Valentine formally announced his political intentions to run for Mayor against Defendant Mayor Dodd.
87. Within weeks of this announcement, Defendants Dodd and Travisano and former Public Safety Director Richard Rosell caused Chief Valentine to be illegally suspended from the Dover PD, effectively removing him from his employment as Chief of Police.
88. The pre-textual reason for Chief Valentine's suspension was because Chief Valentine allegedly did not receive the permission of the Morris County Prosecutor's Office to run for the Mayor's Office, in contravention of the Town Ordinance.
89. During this time, Plaintiff became aware that Defendants were harassing and retaliating against other officers for their protected free speech activities and association with Chief Valentine, particularly "Butchie's boys."
90. In April or May 2015, Sgt. Anthony Smith (now Deputy Chief) confronted Plaintiff and stated, "Things are going to come back and haunt those guys who wrote a memorandum about Sgt. Gonzalez and gave it to the Town Administrator."
91. ***This statement was a direct threat of retaliation to Plaintiff***, and Plaintiff began to fear that his career would be derailed as a result of the March 20th memorandum he submitted to Defendant Travisano.
92. During this time, Plaintiff learned that Officer Michalski was transferred from a shift where he was the Officer in Charge to a shift where he was not, which was essentially a demotion. This adverse employment action occurred after Officer Michalski submitted the memorandum with complaint about Sgt. Gonzalez. This was a clear retaliatory act towards Officer Michalski.
93. On June 2, 2015, the primary election for Mayor was held. Chief Valentine lost the election.
94. Sometime in June 2015, Sgt. Smith was promoted to Lt. Smith.

95. Suddenly and without warning, Plaintiff was transferred out of the Detective Bureau back to the Patrol Division in June 2015, along with Detective Camacho. Ironically, both Plaintiff and Camacho had submitted memorandums about Sgt. Gonzalez to Defendant Travisano.
96. It was clear that Lt. Smith's previous statement that the memorandum(s) would "haunt the guys who wrote" was true, and that retaliation was occurring for making disclosing/objecting the aforementioned illegal conduct.
97. Plaintiff's transfer to the Patrol Division was inherently a retaliatory demotion. The transfer caused Plaintiff to lose extra overtime hours and pay, as well as the prestige that came along with being a detective for the Dover PD.
98. To date, Plaintiff was never given a reason for the transfer out of the Detective Bureau.
99. Shortly thereafter, Plaintiff was replaced by Officer Justin Gabrys and Officer Oscar Suarez in the Detective Bureau.
100. Lt. Coppinger, who also filed a lawsuit against the Defendant Town of Dover for whistleblower retaliation/free speech claims, eventually told Plaintiff that the transfer was what Defendant Town Administrator Travisano wanted.
101. In December 2015, as Plaintiff was walking into the headquarters building, Director Dominick Saldida pulled him aside to discuss upcoming promotions. Director Saldida notified Plaintiff that the "Town Officials", which included Defendants Travisano and Mayor Dodd, were concerned about promoting Plaintiff.
102. Director Saldida told Plaintiff that he would go to bat for him because he knew his work performance/track record as a police officer was excellent.
103. On or about February 8, 2016, Plaintiff was notified by Director Saldida that he was being denied promotion for the Sergeant position. Lt. Smith and Lt. Coppinger were present for this meeting.
104. They informed Plaintiff of the individuals who would receive the promotions. Plaintiff responded that it wasn't right because he's done more than the individuals named. Plaintiff asked the Director if he could speak to the

Mayor. The Director assisted in setting up a meeting for the Mayor and Plaintiff.

105. Later that day, Plaintiff met with Defendant Mayor Dodd. Defendant Mayor Dodd told Plaintiff that they were looking to go a "different direction" with the police department.
106. Plaintiff knew that, but for his written disclosures and reporting of illegal/unethical/immoral workplace conduct to his supervisor(s), he would not be withheld for promotion.
107. However, after extensively pleading his case to Defendant Mayor Dodd why he believed he deserved the promotion to Sergeant, Plaintiff was given the promotion to Sergeant on February 9, 2016.
108. Months later, on or about May 17, 2016, Defendants made Lt. Smith the new Office in Charge ("OIC") of the Dover PD. Soon after, Plaintiff noticed that it became extremely difficult to communicate with Lt. Smith.
109. For example, on or about June 5, 2016, Plaintiff sent an email to Lt. Smith requesting some direction on a defected duty weapon. (See Ex. D attached)
110. On that same date, Lt. Smith responded that the responsibility to deal with the issue falls on Plaintiff since he is now a part of the accountability process. Lt. Smith further explained that Plaintiff's original email should have been directed to Lt. Coppinger.
111. On or about July 13, 2016, Plaintiff drafted an Inter-Office Memo addressed to Lt. Smith, with a Cc: to Lt. Coppinger, regarding an issue with the evidence heat sealer.
112. In the Inter-Office Memo, Plaintiff explained that the Department's evidence heat sealer was not properly working. In fact, Plaintiff explained that during the heating process to seal both ends of the evidence bag, the sealer burned a hole in the bag and/or was not sealing the ends smoothly.
113. Plaintiff further explained that he attempted to adjust the settings on the evidence heat sealer, but the sealer did not properly seal the bag, the seal became undone and allowed evidence to come out of the evidence bag.

(See Ex. E attached)

114. Later that day, Lt. Smith responded back to Plaintiff via email that he was "...sure that the attached memo was addressed in error." Lt. Smith further requested that Plaintiff address his correspondence to Lt. Coppinger in the future, with a Cc to Lt. Smith. Lastly, Lt. Smith advised Plaintiff to address the problem with the evidence sealer or seek assistance from Lt. Coppinger. Lt. Smith requested to know the outcome of the problem by that Friday, only two (2) days later, without offering any assistance or direction to Plaintiff. (See Ex. E attached)

115. On July 15, 2016, Lt. Coppinger wrote an email to Lt. Smith notifying him that Plaintiff did in fact reach out to Lt. Coppinger first but that he asked Plaintiff to reach out to Lt. Smith on the issue because it dealt with spending money. In that same email, Lt. Coppinger inquired into whether there was money in the budget to purchase a new evidence heat sealer, and if so, he would see that it got ordered. (See Ex. E attached)

116. Later that day, on July 15, 2016, Lt. Smith responded to Lt. Coppinger via email explaining that he had a previous conversation with Plaintiff but would not be revisiting at this time. In his email, he stated that he has asked for a solution to the problem and that "[i]s there money for the machine" is not a solution. (See Ex. E attached)

117. Plaintiff followed up with Lt. Smith and provided him costs for a new evidence heat sealer and costs for replacement parts. Eventually, the parts were ordered and the sealer was fixed.

118. During this time, it was clear that Lt. Smith wanted little to no communication with Plaintiff and that he was looking to give him a difficult time.

119. At or around this time period, Plaintiff had knowledge through the Department that the Civil Service Commission sent a notice to the Town regarding eligibility for a Lieutenant's test. Plaintiff was advised that the Town originally responded that it wasn't interested in the Lieutenant's test but then it apparently followed up with a request to relax the rules under Civil

Service since only one (1) Sergeant had been in the Sergeant position for a year to be eligible for the promotion.

120. Then, in August 2016, Plaintiff had another unusual interaction with Lt. Smith. Lt. Smith confronted Plaintiff at a road job and inquired into why Plaintiff gave three (3) officers off for the day, one (1) of which had just been transferred to Plaintiff's squad. Lt. Smith further told Plaintiff that "some guys will be promoted, others will stay in current position."
121. In September 2016, Plaintiff decided that he wanted to attend the State of New Jersey Certified Public Manager Program to better himself as a leader and supervisor in the Dover PD, and ultimately progress to Lieutenant. Plaintiff asked Lt. Coppinger to sign and verify that at that time Plaintiff was a police officer who had supervisory level experience for a governmental entity for his application to the program. Lt. Coppinger signed the paperwork.
122. Shortly after, Plaintiff submitted the application to the Civil Service Commission to participate in the program through the School of Public Affairs and Administration at Rutgers University-Newark. (See Ex. F attached)
123. In early October 2016, Plaintiff received a letter from the State of New Jersey Civil Service Commission approving Plaintiff's application to participate in the Certified Public Manager Program. (See Ex. G attached)
124. After receiving approval, Plaintiff drafted a memorandum to Lt. Coppinger seeking to use some "training time" provided by Dover PD to attend the course. The request would have approximated to about thirty (30) – forty (40) training hours. Plaintiff figured that the program offered extensive training that would benefit him in his Sergeant position and for the future in the department as Lieutenant. Lt. Coppinger forwarded Plaintiff's request to Director Degroot. At the time, Director Degroot had taken over for Director Saldida.
125. Upon receipt of the request, Director Degroot involved Lt. Smith and Lt. Smith called Civil Service Commission to inquire about the necessary approval to attend the program.

126. In November 2016, Plaintiff and Lt. Coppinger were requested to attend a meeting in Director Degroot's office regarding Plaintiff's request to attend the Certified Manager Program. During this meeting, Director Degroot notified Plaintiff that he had a problem with how the "whole thing went down" and that Plaintiff didn't follow the "training policy." However, the so-called "training policy" that Director Degroot referred to was not yet in effect.
127. In late November 2016, Plaintiff received notification from Director Degroot that he was denied permission to attend the program *altogether*. Plaintiff wasn't even permitted to attend the program on his own time, using his own earned benefit time. Director Degroot told Plaintiff that it sounded "bizarre" that Plaintiff wanted to attend this program because in the Director's own experience, not many employees sought to attend this program at their own free-will.
128. Within a day or two of being denied permission to attend the program, Plaintiff called the Civil Service Commission at the direction of Director Degroot. Plaintiff inquired into whether he was required to have both supervisory and departmental approval for the program. Civil Service told Plaintiff that based upon the unusual circumstances of his supervisors disagreeing to the approval, departmental approval would be necessary.
129. After this call, Plaintiff advised Director Degroot of the outcome of the conversation with Civil Service. At the direction of Director Degroot, Plaintiff also relayed the information to Lt. Smith.
130. The New Jersey Certified Public Manager Program is a program that equips participants with the skills and competencies needed to impact their organization's efforts to meets its missions and performance goals. In the program, participants gain knowledge needed to tackle complex organizational challenges, manage their day-to-day operations more effectively, and grow as leaders.
131. By applying for the program, Plaintiff was trying to better himself as a leader for the Dover PD. At the time, Plaintiff was in a leadership/supervisory role

and sought to grow as a leader with the extra skills he could obtain through the program.

132. This denial to Plaintiff to attend the New Jersey Certified Public Manager Program was another example of the continuing retaliatory acts by the supervisors and Administration to Plaintiff for Plaintiff's March 20th memorandum about Sgt. Gonzalez and for his free speech/association/affiliation with Chief Valentine
133. Plaintiff was never provided a valid reason why Lt. Smith and Director Degroot denied his request to attend the program.
134. In fact, and quite upsetting to Plaintiff, around the same, Plaintiff had knowledge that Sgt. Peterson and Sgt. Gabrys had approval to attend college courses with reimbursement by the Town. Additionally, Sgt. Delaney had approval to attend law school, which was partially reimbursed by the Town. Therefore, three (3) other Sergeants were approved to attend various programs, with reimbursements for same.
135. During this same time period in November 2016, Plaintiff also took the exam for the position of Lieutenant.
136. Of most importance, the Sergeants were never even properly notified in a timely fashion that the Lieutenant's test was being offered, in violation of the Civil Service Commission rules.
137. Additionally, Plaintiff found out after the fact through discussions in the department that Sgt. Delaney and Sgt. Gabrys took a study course for the Lieutenant's exam in or about July 2016. This seemed unusual to Plaintiff since these two (2) Sergeants took a study course in July but as of July 2016, no information was posted regarding a Lieutenant's test.
138. A few months passed and there were still no promotions for the Lieutenant position.
139. Then, on February 15, 2017, Plaintiff received an Employee Evaluation Report for the evaluation period of July 1, 2016 through December 31, 2016. In this evaluation, Plaintiff was rated that his work was "above standards" in

leadership and other areas and also "meets standards" in others. (See Ex. H attached)

140. In the evaluation, Lt. Coppinger explained that Plaintiff accepted added responsibility with enthusiasm and drive; took training very seriously; led the crossing guards and traffic counter smoothly as the department liaison; assisted younger patrolmen; continued to handle a case load and was first on the scene for a serious incident; and did not shy away from work.
141. Further, in the evaluation, Lt. Coppinger noted that ***"I feel Pier has performed well in his new role and is well prepared to move up in rank if and when the opportunity opens."***
142. Thus, Plaintiff's evaluation for the 2016 year end was clearly very strong and documented accordingly.
143. On the same date as his evaluation, Plaintiff received notice from Civil Service Commission with his test score for the Lieutenant position. The test scored revealed that Plaintiff scored number three (3) on the list. (See Ex. I attached)
144. Sometime after the test results came out, in late February or March 2017, Lt. Smith made an unprofessional and unwarranted comment to Plaintiff that he will soon be ***"the veteran Sgt. downstairs."***
145. Plaintiff did not respond.
146. Plaintiff was shocked and upset by this comment since Plaintiff knew he scored third on the eligible list for the Lieutenant position and his work performance was strong.
147. It was apparent to Plaintiff and numerous officers within the department that Plaintiff would not get the promotion for the Lieutenant position due to the ongoing retaliatory acts towards him by Lt. Smith and Defendants Travisano and Dodd because of his whistleblower actions, and his free speech/support/close affiliation with Chief Valentine.
148. Months passed, and the promotions for the Lieutenant position were delayed.

149. On July 14, 2017, Plaintiff received a text message from Director Degroot requesting that Plaintiff see him before starting his shift.
150. Per his request, Plaintiff went to the Director's office, at which point he was notified by Director Degroot that he was being skipped for the Lieutenant position.
151. Director Degroot gave Plaintiff a pre-textual reason that he was being skipped because his "numbers are higher than your guys." In referring to "numbers" and "your guys", Director Degroot meant that Plaintiff's numbers for arrests, service calls, charges, citations, and motor vehicle stops were higher than Plaintiff's subordinates.
152. Plaintiff explained to the Director that his numbers were higher than his subordinates' numbers because one (1) officer was in the process of retiring and did retire; two (2) other senior officers used their benefit time so were out of work often; one (1) junior officer took off two (2) weeks per month and previously took off (1) full month for military leave.
153. Director Degroot told Plaintiff that the department was looking for leaders who were motivators and that they were concerned that since Plaintiff's numbers were so high that he was not motivating his subordinates to perform the work.
154. The reason provided to Plaintiff for skipping him was not a legitimate reason under the Civil Service Rules. It was clear that Plaintiff was skipped for the Lieutenant position for a reason not related to his test score, merit or performance, but rather for his protected whistleblower actions and his free speech activities/support/close affiliation with Chief Valentine.
155. On July 25, 2017, there were three (3) appointments made from Sergeant to Lieutenant.
156. The promotions were given to William Newton, Jonathan Delaney, and Justin Gabrys.
157. William Newton tested first on the list of eligibles. Jonathan Delaney tested second on the list of eligible. Justin Gabrys tested fourth on the list of

eligible.

158. William Newton and Jonathan Delaney both had blemished careers with having received one (1) day suspensions in the past.
159. Plaintiff, on the other hand, at all times during his career for the Dover PD ***had an unblemished career, with no disciplinary history.*** Plaintiff also tested higher than Justin Gabrys. However, Plaintiff was bypassed for the promotion for Justin Gabrys.
160. After the promotions were given, Plaintiff reached out to the previous Director, Director Saldida. Plaintiff had a very open and informative conversation with Saldida. In the conversation, Saldida informed Plaintiff that the only reason Plaintiff originally was going to be skipped for the Sergeant promotion in 2016 was because the officer, (Officer Peterson) who scored lower than Plaintiff on the Sergeant's test, provided the Administration with information on Chief Valentine to help get Chief Valentine removed from the Chief position.
161. Saldida also informed Plaintiff that "they (referring to Administration) are setting Gambrys up for Chief position."
162. It was clear the Administration, Dodd and Travisano, had an agenda in mind when making promotions.
163. It was obvious that the Dover PD promoted individuals who could further the Administration's own personal objectives, a direct violation of the Civil Service rules and regulations. It became apparent that promotions within the Dover PD were not based upon test scores, merit and performance.
164. As of date, despite being scored as number three on the eligibility list for a Lieutenant position, having an unblemished career with no disciplinary history, and great performance evaluations, Plaintiff was illegally skipped for the promotion as Lieutenant and still remains a Sergeant at the Dover PD in contravention of the Rule of 3.
165. More than just the rank and titles he achieved, Plaintiff is a highly skilled and respected police officer by his peers for his integrity, hard work, knowledge of

police work, and leadership.

166. Plaintiff was also highly trained on the New Jersey State Attorney General Guideline ("AG Guidelines") and the policies and procedures adopted by municipalities in New Jersey which mirror the requirements set forth in the AG Guidelines.
167. As a direct result of Plaintiff's protected whistleblower actions, his free speech/support/close affiliation with Chief Valentine, Plaintiff's career has been willfully and maliciously derailed by Defendants, and he has faced a constant battle with progressing in the department.
168. Further, as a direct and proximate result of the actions of Defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, humiliation and/or aggravation of a previously existing mental or emotional condition. Moreover, Plaintiff has had to incur expenses for medical care and medication. Plaintiff's damages have been experienced in the past, and they will continue into the future.
169. Plaintiff now seeks equitable relief in the appointment to Lieutenant's position, as well as compensatory damages, damages for lost wages, lost overtime, interest, emotional distress damages, attorneys' fees, statutory damages, and punitive damages, *inter alia*.

Count I

(42 U.S.C. § 1983 - Monell v. City of New York – violations of First Amendment, Free Speech & Association)

170. Plaintiff repeats and incorporates herein the above referenced paragraphs verbatim.
171. Defendants conspired to violate Plaintiff's constitutional rights as set forth in the United States Constitution by denying him the rights and protections conveyed by the Constitution to include but not be limited to freedom of speech, freedom of association, in violation of 42 U.S.C. § 1983.
172. Plaintiff's complaints to his supervisor and Administration were an exercise of his free speech and he openly spoke out about a supervisor's unethical, immoral and possibly illegal conduct. This speech was a matter of public concern since police

departments concern the welfare of the community, police officers and the public at large.

173. Plaintiff was retaliated against for his free speech and association activities, which proximately derailed his career, thus causing him significant damages.
174. It was commonly known that Defendant Dover's head decision maker(s), Defendants Dodd and Travisano, exercised a pattern and practice of retaliation against officers who were outspoken in their free speech support/actions of Chief Valentine running for office against incumbent Mayor Dodd. Defendants' customs and policies and deliberate indifference to re-train, prevent, end or abate this retaliation from the top down is well known, and is supported by the fact numerous other Dover police officers have filed suit and sought relief for similar claims of retaliation/harassment for their protected speech and association, giving rise to municipal liability under Monell.
175. As a direct and proximate result of Defendants' actions, Plaintiff has suffered the deprivation of precious Constitutional rights, mental anguish, physical discomfort, pain and suffering, shame and embarrassment, and/or aggravation of a previously existing mental or emotional and physical condition. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy Plaintiff's life. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.
176. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count II
(42 U.S.C. § 1988)

177. Plaintiff repeats and incorporates herein the above referenced paragraphs verbatim.
178. Defendants conspired to violate Plaintiff's constitutional rights as set forth in the United States Constitution by denying him the rights and protections conveyed by

the Constitution to include but not be limited to freedom of speech, freedom of association and freedom to vote, in violation of 42 U.S.C. § 1988.

179. As a direct and proximate result of Defendants' actions, Plaintiff has suffered the deprivation of precious Constitutional rights, mental anguish, physical discomfort, pain and suffering, shame and embarrassment, and/or aggravation of a previously existing mental or emotional and physical condition. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy Plaintiff's life. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.
180. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count III

(Conscientious Employee Protection Act, N.J.S.A. 34:19-1 et seq. "CEPA")

181. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint, unless noted below.
182. Further and separately, Plaintiff objected to and reported in writing on numerous occasions to supervisory level employees and the Administration that a supervisor's conduct was arising to the level of immoral, offensive, and illegal and violating laws and/or rules and regulations of the department.
183. Additionally, Defendants retaliated against Plaintiff because Plaintiff did one or more of the following:

(a) *disclosed or threatened to disclose to a supervisor or a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the Plaintiff reasonably believed is in violation of a law, or a rule or regulation promulgated pursuant to law;*

(b) *Provided information to, or testified before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation promulgated pursuant to law by the employer or another employer, with whom there is a business relationship; or*

(c) *Objected to, or refused to participate in an activity, policy or practice which Plaintiff reasonably believed:*

(1) *is in violation of a law, or a rule or regulation promulgated pursuant*

to law or

(2) is fraudulent or criminal; or

(3) is incompatible with a clear mandate of a public policy concerning the health, safety, or welfare or protection of the environment.

184. As a direct result of the memorandum submitted by Plaintiff that a supervisor was violating practices, rules and/or laws, Defendants acted in harassing and retaliatory manner towards Plaintiff which is in direct violation of CEPA.
185. As a direct and proximate result of Defendants' actions, Plaintiff has suffered the deprivation of precious Constitutional rights, mental anguish, physical discomfort, pain and suffering, shame and embarrassment, and/or aggravation of a previously existing mental or emotional and physical condition. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy Plaintiffs' lives. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.
186. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count IV (Common Law Conspiracy)

187. Plaintiff repeats and incorporates herein the above referenced paragraphs verbatim.
188. Plaintiff is informed and believes, and thereon alleges, that Defendants, Dodd and Travisano, entered into an agreement under which Defendants, acting in concert, agreed to willfully or knowingly violate, among other things, Plaintiff's constitutional rights and cause illegal retaliation in the form of promotions, or lack thereof, denials to attend schooling, demotions, and other adverse illegal actions.
189. The acts of Defendants, and each of them, were in furtherance of a conspiracy to violate a legal duty for their own personal gain.
190. Defendants had an independent duty to Plaintiff and all others similarly situated not to engage in said conduct and their conduct involves a conspiracy to violate a legal duty in furtherance of Defendants' own personal gain.

191. Defendants at all times did the acts and things herein alleged pursuant to, and in furtherance of, the conspiracy and agreement alleged above.
192. As a direct and proximate result of defendants' actions, Plaintiff has suffered the deprivation of precious Constitutional rights, mental anguish, physical discomfort, pain and suffering, shame and embarrassment, and/or aggravation of a previously existing mental or emotional and physical condition. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy Plaintiff's life. Moreover, Plaintiff has had to incur expenses for medical, psychiatric, and/or professional psychological counseling and care, with medication. Plaintiffs' damages have been experienced in the past, and they will continue into the future.
193. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

**Count V
(Breach of Express Contract)**

194. Plaintiff repeats and incorporates herein the above referenced paragraphs verbatim.
195. Plaintiff is a member of Police Benevolent Association Local 107 ("PBA Local 107").
196. Through such membership, Plaintiff is a party to the Collective Bargaining Agreement ("CBA") entered into between PBA Local 107 and the Town of Dover, which requires proper discipline and promotional procedures, rules and regulations which must be followed at all times.
197. The actions of defendants were in direct violation of the terms of the CBA entered into by the parties, which prohibits illegal conduct and retaliation in the workplace.
198. Defendants' actions give rise to the claim of breach of express contract.
199. As a direct and proximate result of the actions of Defendant, Plaintiff has been damaged.

**Count VI
(Breach of Implied Contract)**

- 200. Plaintiff repeats and incorporates herein the above referenced paragraphs verbatim.
- 201. Defendants entered into an implied contract with Plaintiff and other similarly situated co-workers to take remedial actions based on such individuals engaging in protected whistleblower activity.
- 202. Defendants breached this implied contract by failing to take such remedial actions, and instead retaliating against Plaintiff, for engaging in protected whistleblower activity.
- 203. Accordingly, Defendant's actions give rise to the claim of breach of implied contract.
- 204. As a direct and proximate result of the actions of Defendant, Plaintiff has been damaged.

**Count VII
(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

- 205. Plaintiff repeats and incorporates herein the above referenced paragraphs verbatim.
- 206. Implied in each and every contract is a covenant that the parties thereto engage in good faith and fair dealing.
- 207. The actions of Defendants give rise to the claim of breach of the implied covenant of good faith and fair dealing.
- 208. As a direct and proximate result of Defendants' actions, Plaintiff has suffered the deprivation of precious Constitutional rights, mental anguish, physical discomfort, pain and suffering, shame and embarrassment, and/or aggravation of a previously existing mental or emotional and physical condition. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy Plaintiff's life. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.
- 209. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count VIII
(New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq.,)
(Political Affiliation Discrimination/Harassment)

- 210. Plaintiff repeats, and incorporates herein the above referenced paragraphs verbatim.
- 211. Defendants conspired to cause a hostile work environment and discriminate and harass Plaintiffs because of his political affiliation to Chief Valentine, thus violating the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq.
- 212. As a direct and proximate result of Defendants' actions, Plaintiff has suffered the deprivation of precious Constitutional rights, mental anguish, physical discomfort, pain and suffering, shame and embarrassment, and/or aggravation of a previously existing mental or emotional and physical condition. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy Plaintiffs' lives. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.
- 213. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count IX
(United States Constitution, 14th Amendment)
(Procedural Due Process Clause)

- 214. Plaintiff repeats and incorporates herein the above referenced paragraphs verbatim.
- 215. Plaintiff has a legitimate claim of entitlement to the position of Lieutenant pursuant N.J.S.A. 40A:14-118(1)(e) that cannot be 'arbitrarily undermined', which is the essence of a protected property interest under the 14th Amendment of the U.S. Constitution, and New Jersey's mirror constitutional laws regarding same.

216. Defendants have been and continue to deprive Plaintiff of such protected property interests and rights, and refuse to allow and follow proper procedural due process in promoting Plaintiff to Lieutenant.
217. As a direct and proximate result of Defendants' actions, Plaintiff has suffered the deprivation of precious Constitutional rights, mental anguish, physical discomfort, pain and suffering, shame and embarrassment, and/or aggravation of a previously existing mental or emotional and physical condition. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy Plaintiffs' lives. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.
218. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count X

Violation of N.J.A.C. 4A:4-4.8 Disposition of a Certification ("Rule of Three")

219. Plaintiff repeats and incorporates herein the above referenced paragraphs verbatim.
220. Plaintiff has a legitimate claim to have been considered for the Lieutenant position that was available in July 2017. Plaintiff properly tested as one (1) of the top three (3) interested eligibles from an open and competitive list for one of the open Lieutenant positions with the Dover PD, and was arbitrarily denied the promotional appointment.
221. By illegally skipping Plaintiff for the Lieutenant position, Defendants actions were in direct violation of Plaintiff's rights under the PBA 107 Superior Officers CBA and the Civil Service Commission Rules and Regulations.
222. Defendants acted arbitrarily by bypassing Plaintiff for the Lieutenant position.
223. As a direct and proximate result of Defendants' actions, Plaintiff has suffered damages.
224. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

WHEREFORE, as to each and every count, Plaintiff demands judgment on each and all of these Counts against the Defendants jointly and severally, as follows:

- A. Appointment to the Lieutenant position;
- B. Compensatory damages;
- C. Damages for lost wages and benefits, back pay, front pay (or promotion);
- D. Damages for humiliation, mental and emotional distress;
- E. Statutory damages, if applicable;
- F. Punitive damages and or liquidated damages where permitted by law;
- G. Attorneys' fees and costs of suit;
- H. Lawful interest - including pre-judgment interest on lost wages;
- I. Lawful interest - including pre-judgment interest on any wages not paid in a timely manner; and
- J. Such other, further and different relief as the Court deems fitting, just and proper.

Plaintiff hereby reserves the right to amend this Complaint to supplement or modify the factual obligations and claims contained herein, based upon information received from the defendants, witnesses, experts, and others in the course of discovery in this matter.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 4:35-1(a) and (b), Plaintiff respectfully demands a trial by jury on all issues in the within action so triable.

DESIGNATION OF TRIAL COUNSEL

In accordance with Rule 4:25-4, JOHN J. ZIDZIUNAS, ESQ. is hereby designated as trial counsel on behalf of Plaintiff.

R. 4:5-1(b)(2) CERTIFICATION OF NO OTHER ACTIONS OR PARTIES

I hereby certify that the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, that no other action or arbitration proceeding is contemplated, and that there are no other parties known to me at

this time who should be joined as parties to this action.

DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

Pursuant to R. 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment.

If so, please attach a copy of each, or in the alternative state, under oath and certification: (A) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all persons insured thereunder; (e) personal injury limits; (f) property damage limits; and (g) medical payment limits.

DATED: April 23, 2019

JOHN J. ZIDZIUNAS & ASSOCIATES
Attorneys for Plaintiff, Michael Pier

By: s/ John J. Zidziunas
JOHN J. ZIDZIUNAS, ESQ.
For the Firm

2. For Charles J Campbell, any separation, termination or other agreement that sets forth the term and conditions of this separation from employment. Also, I would like his letter of resignation.

To: Chief Delaney

From: Charles Campbell

Subject: Letter of Resignation

Date: 1/12/2022

Chief Delaney I would first like to start off by thanking you for all of the opportunities that you have given me during these last few years. Working for the Dover Police Department has been one of the biggest honors that I have ever had the opportunity to be a part of. I am happy to announce that I have been hired full time by the Virginia Beach Police Department and will begin their academy on February 10th. This decision was not easy, but ultimately I made the decision to be closer to my family. Please see this writing as my official letter of resignation. My last day of work will be on Thursday, February 20th. Once again I thank you, Town Officials, and all of the other members of the Dover Police Department for an amazing experience. I will take everything that I have learned and use it when I start my career in Virginia.

3. For Alexander Echevarria, any separation, termination or other agreement that sets forth the term and conditions of this separation from employment. Also, I would like his letter of resignation.

Town of Dover
HR Department
37 North Sussex Street
Dover, NJ 07801
Tel 973-366-2200
Fax 973-328-6604
www.dover.nj.us



EMPLOYMENT TERMINATION FORM

Employee Name: **Alexander Echevarria**

Department: **Police**

Forwarding Address: **200 Alpine Trail in Sparta, NJ 07871**

Accrued time for payment (provide proration analysis) see attached: **All PTO has been exhausted**

Termination of Employment

Check One:

- ☒ **Voluntary**
- ☐ **Involuntary**
- ☐ **Retired with Benefits**
- ☐ **Retired without benefits**

Date of Termination: **10/31/2022**

Business Administrator Signature

Certification of Service and Final Salary — Retirement

Member Name: ALEXANDER M ECHEVARRIA
Member Number: 03-0103096
Date of Birth: 02/25/1975

Retirement Type: ORDINARY DISABILITY
Retirement Date: 11/01/2022

I certify that this former employee Resigned (Pending DPB Board Approval) from this organization on (MM/DD/YYYY) 10/31/2022.

The last pension deduction was made for the month of: MAR 2021
The member was on leave of absence.
The member was on unpaid leave.

Leave begin 04/06/2022
date1:

Leave 10/31/2022
end
date1:

The member's title at the time of retirement: Police Officer

The member is applying for ORDINARY DISABILITY.

The employee has not requested a reasonable accommodation.

The employer is not able to provide a reasonable accommodation.

There is not another job/position available to this member.

The employee does not have a Worker's Compensation claim or litigation pending.

The employee is not receiving the periodic benefits under a claim filed for Worker's Compensation based on an injury incurred as a result of service performed in public employment.

The employee did not make a pre-arrangement to return to employment with your agency in any capacity.

The member's annual salary did not increase in the last year of employment.

Annual Salary:	142522.38	Effective Date:	12/31/2021
Annual Salary:	139727.90	Effective Date:	12/31/2020
Annual Salary:	126228.96	Effective Date:	10/23/2020
Annual Salary:	120139.24	Effective Date:	12/31/2019

****Please Fax all supporting documents to 609-292-6656****

Certifying Officer Information

Name: JAMES TRICARICO Phone Number: (973)366-2200 Ext: 1149
Email Address: jtricarico@dover.nj.us



4. For Dakota R. Keyworth, any separation, termination or other agreement that sets forth the term and conditions of this separation from employment. Also, I would like his letter of resignation.



Jonathan Delaney <delaney@doverpolicenj.org>

Dakota Keyworth resignation from DPD

8 messages

Dakota Keyworth <keyworth@doverpolicenj.org>

Mon, Dec 27, 2021 at 1:17 PM

To: Jonathan Delaney <delaney@doverpolicenj.org>, "John O. Bennett" <jbennett@dover.nj.us>

Cc: "Goncalves, Luis" <lgoncalves@co.morris.nj.us>, ckimker@co.morris.nj.us

Chief Delaney and Senator Bennett,

As discussed in the past, my last day working for the Town of Dover Police Department will be January 7th, 2022. I will be leaving to start a career with the Morris County Prosecutor's Office. I would also like to request to be compensated for my Time Due (252.75 hrs), Vacation Time (134 hrs), and any time I would accrue from the first week in January.

I wanted to put this email on an official letterhead but I am home taking care of my 6 month old who has Covid and Croup and my wife who is also sick.

Thank You.

--
Det. Dakota Keyworth #0197
Town of Dover Police Department
973-366-2200 Ext. 4197
keyworth@doverpolicenj.org

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Chief Jonathan Delaney <delaney@doverpolicenj.org>

Mon, Dec 27, 2021 at 3:36 PM

To: "Finance@Dover.nj.us" <Finance@dover.nj.us>

Cc: "John O. Bennett" <jbennett@dover.nj.us>, Bridgette Toback <toback@doverpolicenj.org>

[Quoted text hidden]

Jonathan E. Delaney, CPM

Chief of Police

Accredited Chief Executive

Dover Police Department

37 North Sussex Street

Dover, New Jersey 07801

Phone: 973-366-2200 ext. 4186

Fax: (973)-366-1813

Delaney@doverpolicenj.org



[Quoted text hidden]

Nada Akmal <nakmal@dover.nj.us>

Tue, Dec 28, 2021 at 8:31 AM

To: Chief Jonathan Delaney <delaney@doverpolice.nj.org>, "Finance@Dover.nj.us" <Finance@dover.nj.us>

Cc: "John O. Bennett" <jbennett@dover.nj.us>, Bridgette Toback <toback@doverpolice.nj.org>

Hello Chief,

All my best to Officer Keyworth and his family.

Thank you for the formal notification of resignation. On or after January 7, please provide the Finance Department with Officer Keyworth's final timesheet completed through his last day to confirm your approval of any time due to the Officer Keyworth. That timesheet will form the basis of any payout of accumulated time.

In addition, please note that the Division requires reporting of pension only in whole months. Since Officer Keyworth will be a Dover employee for less than half the month of January, he will be reported on the Dover pension reports through the end of December, and pension will be withheld from his checks accordingly. Again, this is a state rule - whole months only.

Thank you,

Nada

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]



[Quoted text hidden]

John Gross <jgross@dover.nj.us>

Tue, Dec 28, 2021 at 9:19 AM

To: Nada Akmal <nakmal@dover.nj.us>, Chief Jonathan Delaney <delaney@doverpolice.nj.org>, "Finance@Dover.nj.us" <Finance@dover.nj.us>

Cc: "John O. Bennett" <jbennett@dover.nj.us>, Bridgette Toback <toback@doverpolice.nj.org>

Depending on his start date at the County, he might get credit for January from them.

Jg

[Quoted text hidden]

Chief Jonathan Delaney <delaney@doverpolice.nj.org>

Tue, Dec 28, 2021 at 3:37 PM

To: John Gross <jgross@dover.nj.us>

Cc: Nada Akmal <nakmal@dover.nj.us>, "Finance@Dover.nj.us" <Finance@dover.nj.us>, "John O. Bennett" <jbennett@dover.nj.us>, Bridgette Toback <toback@doverpolice.nj.org>, Dakota Keyworth <keyworth@doverpolice.nj.org>

Detective Dakota Keyworth will be using sick time up until his resignation date (Friday, January 7th) to care for his sick child and wife.

I have confirmed his time balances to be as of the end of 2021:

Vacation: 142 hours - (he was off by 1-8 hour day which was verified.)

Time Due: 252.75 hours

Dakota Keyworth is Cc'd on this email.

Very respectfully,

[Quoted text hidden]

[Quoted text hidden]



[Quoted text hidden]

John O. Bennett <jbennett@dover.nj.us>

Tue, Dec 28, 2021 at 4:05 PM

To: Chief Jonathan Delaney <delaney@doverpolice.nj.org>, John Gross <jgross@dover.nj.us>

Cc: Nada Akmal <nakmal@dover.nj.us>, "Finance@Dover.nj.us" <Finance@dover.nj.us>, Bridgette Toback <toback@doverpolice.nj.org>, Dakota Keyworth <keyworth@doverpolice.nj.org>

Approved.

John O. Benett, JD, CPM, RMC

Business Administrator

Town of Dover

37 N. Sussex St. Dover NJ 07801

973-366-2200 Ext. 1127

[Quoted text hidden]

[Quoted text hidden]

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[Redacted]

This e-mail message is for the sole use of the intended recipient and may contain confidential and/or privileged information. Any unauthorized use, review, distribution or disclosure is prohibited without the prior written consent of the person/entity that drafted this communication. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

--

Jonathan E. Delaney, CPM
Chief of Police
Accredited Chief Executive
Dover Police Department
37 North Sussex Street
Dover, New Jersey 07801
Phone: 973-366-2200 ext. 4186
Fax: (973)-366-1813
Delaney@doverpolicenj.org

[Redacted]

[Quoted text hidden]

Chief Jonathan Delaney <delaney@doverpolicenj.org>
To: "Finance@Dover.nj.us" <Finance@dover.nj.us>
Cc: Bridgette Toback <toback@doverpolicenj.org>

Fri, Jan 28, 2022 at 2:36 PM

Dakota Keywroth contacted the Police Department inquiring about when he will receive his check for accumulated time. How should we respond or would someone from finance be responding to him?

As of our records he had:
Vacation: 142 hours
Time Due: 252.75 hours
[Quoted text hidden]
[Quoted text hidden]



[Quoted text hidden]

Nada Akmal <nakmal@dover.nj.us>

Fri, Jan 28, 2022 at 4:15 PM

To: Chief Jonathan Delaney <delaney@doverpolice.nj.org>, "Finance@Dover.nj.us" <Finance@dover.nj.us>

Cc: Bridgette Toback <toback@doverpolice.nj.org>

Hello Chief,

Any accumulated time payments upon resignation are typically paid on the pay date following the one on which the employee receives their final paycheck.

Thank you.

Nada R. Akmal

CCFO/CMFO/QPA

Assistant Treasurer

Town of Dover

37 N Sussex St

Dover, NJ 07801

973-366-2200 x1149

[Quoted text hidden]

5. For Anthony G. Liguori, Jr., any separation, termination or other agreement that sets forth the term and conditions of this separation from employment.

December 28, 2022

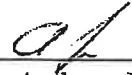
Dear Chief Delaney

This letter shall serve to confirm, that on December 28, 2022, I submitted a application for a "deferred" retirement pension with the Police and Firemen's Retirement System. Consequently, as of December 30, 2022, I will no longer considered myself an employee of the Town of Dover Police Department.

Also, be advised, that whether or not my application is approved, December 30, 2021, 2022, shall remain my last date of employment.

Please know that it was an honor to serve the Citizens of Dover for the past eight years.

Respectfully,



Sgt., Anthony Liguori