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*CERTIFIED BY THE SUPREME COURT OF
NEW JERSEY AS A CIVIL TRIAL ATTORNEY
** LICENSED TO PRACTICE IN PENNSYLVANIA

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PLEASE REPLY TO
ATLANTIC COUNTY OFFICE

November 7, 2012

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Leo Donatucci, Claims Adjuster
Summit Risk Services, Inc.
2 Walnut Grove Drive
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Horsham, Pennsylvania 19044

Re: Douglas F. Carman, both as an individual and as Captain of Police in the
City of Linwood, and John A. Hamilton, both as an individual and as
Detective Sergeant of Police in the City of Linwood v. James A. E. Baker,
chief of Police, Donna Taylor, Richard DePamphilis, III, and City of Linwood
Docket Number: ATL-355-11
Our File Number: 47733-192
Summit Risk Services File Number: XJ-0064

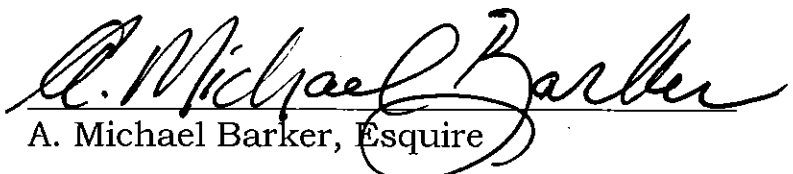
Dear Mr. Donatucci:

We enclose for your review and completion of your file the Third Amended
Verified Complaint. Please do not hesitate to contact us should you have any
questions.

Very truly yours,

BARKER, SCOTT, GELFAND & JAMES
A Professional Corporation

AMB/gb

By: 
A. Michael Barker, Esquire

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November 7, 2012

Leo Donatucci

Summit Risk Services, Inc.

Re: Douglas F. Carman, both as an individual and as Captain of Police in the City of Linwood, and John A. Hamilton, both as an individual and as Detective Sergeant of Police in the City of Linwood v. James A. E. Baker, chief of Police, Donna Taylor, Richard DePamphilis, III, and City of Linwood

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DOUGLAS F. CARMAN, both as an
individual and as Captain of Police in the
City of Linwood, and JOHN A.
HAMILTON, both as an individual,
and as Detective Sergeant of Police in the
City of Linwood,

Plaintiffs,

v.

JAMES A.E. BAKER, CHIEF OF
POLICE, DONNA TAYLOR, RICHARD
DEPAMPHILIS, III, CITY OF LINWOOD,
RALPH PAOLONE, AND JOHN DOES
1-15, INCLUSIVE, FICTITIOUS NAMED
DEFENDANTS, jointly, severally, and in
the alternative,

Defendants.

SUPERIOR COURT OF NEW JERSEY
- LAW DIVISION - ATLANTIC
COUNTY

DOCKET NO. L-355-11

CIVIL ACTION

THIRD AMENDED
VERIFIED COMPLAINT,
DEMAND FOR JURY TRIAL,
DESIGNATION OF
TRIAL COUNSEL AND DEMAND
PURSUANT TO RULE 1:4-8

Plaintiffs, Douglas F. Carman, both in his capacity as an individual and as Captain of
Police of the City of Linwood, residing in Atlantic County, New Jersey, and John A.
Hamilton, both as an individual and as Detective Sergeant of Police of the City of Linwood,
also residing in the County of Atlantic, by way of Complaint against defendants, say:

FIRST COUNT

1. At all relevant times herein, defendant James A.E. Baker was an individual purporting
to act in his capacity as Chief of Police of the defendant City of Linwood, which individual
defendant has acted within the scope and course of his employment with the City of Linwood

by establishing and perpetuating a hostile and retaliatory work environment at the City of Linwood Police Department, defendant Baker having engaged in unlawful retaliatory conduct against the plaintiffs which was caused by and was a direct result of plaintiffs' participation in various acts of protected conduct, including that set forth herein.

2. At all relevant times herein, defendant Donna Taylor was an attorney at law licensed to practice law in the State of New Jersey, was Assistant County Counsel for the County of Atlantic, and was a member of the Council, being Council President, of the Town of Linwood who, together with Baker and her co-defendants, conspired to and did retaliate against the plaintiffs and violated their substantive due process rights under the New Jersey Constitution to their good reputation by publishing slanderous and knowingly false statements regarding plaintiffs, all in retaliation for the protected conduct referred to herein, primarily plaintiffs' refusal to violate their duties of fidelity to the members of the Collective Bargaining Agreement; Taylor's conduct has been authorized, ratified, condoned, and acquiesced in by the Town and by her co-defendants.

3. At all relevant times herein, defendant Richard DePamphilis, III, was the Mayor of Linwood who, together with his co-defendants, conspired to and did retaliate against the plaintiffs and violated their substantive due process rights under the New Jersey Constitution to their good reputation by publishing slanderous and knowingly false statements regarding plaintiffs, all in retaliation for the protected conduct referred to herein, primarily plaintiffs' refusal to violate their duties of fidelity to the members of the Collective Bargaining Agreement; said defendant's conduct has been authorized, ratified, condoned, and acquiesced in by the Town and by her co-defendants.

4. At all relevant times herein, defendant Ralph Paolone was an attorney at law licensed to practice in the State of New Jersey and was a member of the Town Council of Linwood

and the Chairperson of the Public Safety Committee who, together with his co-defendants, conspired to and did retaliate against the plaintiffs and violated their substantive due process rights under the New Jersey Constitution, all in retaliation for protected conduct referred to herein; Paolone's conduct has been authorized, ratified, condoned, and acquiesced in by the Town and by his co-defendants.

5. At all relevant times herein, defendants John Doe 1 through 15, inclusive, are fictitious names for individuals, corporations, partnerships, joint ventures, limited liability corporations, or other forms of legal entity, the identities of whom or which are unknown at present, but who are liable to the plaintiffs by reason of their knowing participation in a conspiracy or other conduct to retaliate against the plaintiffs for their protected conduct as described herein, which would include any individuals, such as the Town Solicitor, who participated in acts designed to obstruct or impede plaintiffs' ability to prove their case by tampering with evidence and violating court orders.

6. Plaintiffs, by this verified application, seek the protection of the Court pursuant to the Conscientious Employees Protection Act, N.J.S.A. 34:19-2, as a result of plaintiffs' discovery of information reflecting upon the suitability and the propriety of the defendant Baker continuing to serve as Police Chief; plaintiffs seek both equitable relief and legal relief as set forth below.

7. Plaintiffs, pursuant to the Rules and Regulations of the Linwood Police Department promulgated on or about January 20, 1997, the Law Enforcement Code of Ethics, the New Jersey Attorney General Guidelines pertaining to firearms qualification, and the statutes and case law of the State of New Jersey, hereby report to the Superior Court of New Jersey, Law Division, Atlantic County, the misconduct of the defendant Baker and certain members of the governing body, including the named defendants DePamphilis and Taylor; plaintiffs,

following the filing of the initial Complaint in this matter on January 25, 2011, have reported certain, but not all, misconduct known to have been committed by the defendant Baker to the Atlantic County Prosecutor's Office and to the New Jersey Attorney General's Office, and have provided a copy of the initial Complaint and the Certification verifying same to both offices.

8. Part of the motive for the defendant Baker's retaliatory misconduct was the repeated refusal by plaintiff Carman during the Spring of 2008 to act in violation of Carman's fiduciary duty owed to the representatives of his Collective Bargaining Unit in the course of negotiations for the current Superior Officer Contract, Baker having repeatedly improperly attempted to influence both plaintiff and one of plaintiff's subordinates who was also involved in those negotiations regarding changes to the contract; in that connection, in was in the interests of the members of the Collective Bargaining Unit to have an increase on the "flat rate" pay, rather than in the longevity pay, despite which Baker repeatedly sought to improperly pressure both plaintiff Carman and his subordinate to assert positions in negotiations which plaintiffs perceived would tend to favor Baker and may tend to disfavor the members of the Collective Bargaining Unit; when plaintiff Carman objected to that course of conduct based upon plaintiff Carman's objectively reasonable perception that it was contrary to law, and Carman refused not only to negotiate on behalf of Baker, who was not a part of the Collective Bargaining Unit, but further refused to disclose to Baker confidential negotiated information, to which Baker responded with anger and abuse.

9. Pursuant to a written agreement between Baker and the City of Linwood, Baker was entitled to the benefit of the Superior Officers Collective Bargaining Agreement contractual provisions that covered the Bargaining Unit participants, but was not permitted to directly participate in those negotiations.

10. Following plaintiff Carman's participation in protected conduct within the meaning of New Jersey law by refusing to accede to Baker's entreaties that plaintiff not only violate his duty of confidentiality but also negotiate on behalf of Baker's interests and against the interests of the Collective Bargaining Unit, Baker engaged in a campaign since approximately June, 2010, to vilify and damage plaintiff Carman, including repeatedly expressing anti-union animus in a variety of discussions with members of the governing body of Linwood.

11. Specifically, the defendant Baker has repeatedly belittled plaintiff Carman by stating that plaintiff was "just a union guy" and that plaintiff should "act like management", expressing similar anti-union sentiments about Carman and, after Hamilton engaged in protected conduct, against both plaintiffs to both the Mayor and members of the City Council, communicated in a demeaning tone of voice in a deliberate, egregious, and outrageous attempt to discredit plaintiffs and to damage their constitutionally protected interests in their good reputation.

12. During the course of a telephone conversation that occurred on or about September 8, 2010, at approximately 8:15 a.m., Baker and Taylor were discussing the PBA negotiation session with Town Council which had occurred on July 19, 2010, from which both were absent when it actually occurred; during the course of that discussion, both Baker and Taylor falsely claimed that Carman had threatened to have officer members of the PBA write fewer traffic summonses, Baker going so far as to say that Carman was 100% wrong by saying that, despite the fact that Carman never once said anything about issuing fewer tickets or having any sort of work slow down during the meeting of July 19, 2010, such that the statements made by Taylor and Baker to one another were based on nothing but maliciousness.

13. During the course of the same conversation, Taylor, referencing Carman, stated "he's the one that wants to be Chief".

14. During the course of the discussion, Taylor advised Baker that he should "get the word out" that everybody on Council, including the defendant DePamphilis, thought that Hamilton had written a letter actually authored by an Officer Cusack.

15. During that same conversation, Baker told Taylor that "there is a Hamilton, Hickey, and Carman alliance", and Taylor instructed Baker to tell them that Council was looking elsewhere to bring in somebody from the outside, like the State Police, as a result of which, and in compliance with Taylor's instruction, Baker on September 9, 2010, came into Carman's office and stated (falsely) that the City Council was possibly looking into hiring a Public Safety Director when Chief Baker left, possibly a retired state trooper, in a deliberate effort to start a knowingly false rumor to upset plaintiffs for their protected conduct, Baker and Taylor both going so far as to guffaw in laughter on the phone at the idea of starting such a rumor.

16. Further on in the conversation of September 8, 2010, in connection with Baker's claim that Carman and Hamilton were taking the side of the members of their Collective Bargaining Unit rather than favoring management, defendant Taylor stated that Baker supposedly had no one in the police department to groom, following which she stated she did not think that there was anybody in the department that would give up the "rank and file mentality", a reference to plaintiffs' compliance with their duty of loyalty, which compliance constitutes protected conduct; the anti-union animus harbored by both participants to the conversation was further confirmed by Baker's subsequent comment that Carman's "problem" was his "union attitude", stating that Carman still acted as though he was in the Carpenters' Union, telling Taylor that he had told Carman that Carman was not really a cop anymore, and now was management, Baker complaining that Carman immediately sides with the "rank and file" all of the time.

17. During the course of the conversation, Baker admitted to Taylor that he had deliberately lied to Carman when he called Carman and told him he did not remember the code to the Detective Bureau, despite which Taylor failed to take disciplinary action to a lying Chief of Police.

18. On or about September 11, 2010, plaintiff Carman was engaged in a conversation with the defendant Baker regarding overtime work by both plaintiff Carman and by his subordinate, at which time Baker claimed that neither Carman nor his subordinate were lawfully permitted to work any overtime, adhering to that position even after Carman advised him that according to the specific language in the Collective Bargaining Agreement, overtime details were permitted, both for security and for construction, in response to which Baker stated that regardless of the right and entitlement to work overtime details recognized in the contract, Baker would not permit it.

19. Thereafter, Baker, in implicit recognition of the impropriety of his statements, approached Carman advising that he would survey the "rank and file", that is, the officers filling the positions of Sergeant and Patrolman, and if they had no problem with plaintiff and his subordinate working overtime, Baker would allow the benefit of the contractual provisions; since that time, the Shop Steward for the employees involved, Jason Weber, informed Baker that not one of the "rank and file" officers objected to the overtime provisions.

20. Since the time plaintiff Carman objected to Baker's attempted illegal conduct seeking to bar them from exercising their rights recognized by the Collective Bargaining Agreement, Baker has repeatedly advised both plaintiff and his subordinate that he did not like either of them to be working overtime, and has admitted discussing the matter with both the Mayor and the members of City Council, claiming that those members of upper management were "very

angry” about that matter; plaintiffs assert that during the course of communications between and involving Baker and members of City Council, Baker has repeatedly engaged in outrageously false statements designed to further damage plaintiffs’ good name and reputation.

21. On or about August 4, 2010, while plaintiff Carman was working an overtime court security detail pursuant to his contractual right under his Collective Bargaining Agreement, Baker sought to abuse his authority by giving an unlawful order, requiring plaintiff Carman to relinquish his security detail to another officer, a patrol officer, who did not even want the security detail because he had other business, a blatantly unlawful act by Baker to which plaintiff Carman objected, thereby engaging in protected conduct.

22. Since the time of the events above, both plaintiffs have discovered and have confirmed that there exist recordings of Baker’s statements to members of the governing body maliciously objecting to plaintiffs’ compliance with their fiduciary and other obligations as representatives of the Collective Bargaining Unit, and further maliciously objecting to plaintiffs’ proper exercise of their rights under that agreement, in an effort to retaliate against plaintiffs for their protected conduct.

23. On or about October 4, 2010, at approximately 10:32 a.m., defendants Baker and Taylor were involved in another telephone conversation, during the course of which Baker told Taylor he had read a recent local newspaper article not only addressing a potential consolidation of the Linwood and Northfield Police Departments, but also expressing a concern that there was a potential for layoffs, in response to which Taylor claimed to Baker that she and Baker had talked about his retirement and that the Northfield Council had contacted Linwood’s Council about their Chief and things of that nature, with Baker

responding by expressing, somewhat incredulously, "Northfield had approached Linwood?", to which Taylor responded in the affirmative.

24. Baker then admitted to Taylor that Baker had talked to the Linwood Mayor, and that the Linwood Mayor had told him that there had been no discussion about consolidation and that the newspaper article Baker and Taylor were discussing was basically done because a councilman, Alex Marino, was going to run for freeholder in the next year and wanted to get his name out before the public.

25. As Baker and Taylor discussed the concerns Baker had heard from the police officers regarding their job security, Taylor, referencing the PBA, claimed that "they" came in and said "they" were not willing to do anything, during the course of which she made express references to the PBA's refusal to give up rights and entitlement its members already enjoyed.

26. During the course of the discussion, Baker told Taylor that the New Jersey State Police Chiefs Association had put together a "white paper" regarding municipal consolidation and shared services, and offered to provide copies to her, the Mayor, and other members of Council, admitting that he did not see "any tremendous savings" that would occur from the consolidation.

27. In response, Taylor admitted that "but for" certain discussions pertaining to plaintiffs' refusal to breach their duty to the Collective Bargaining Unit members, Baker would retire and the Town would have gotten one person overseeing things, which plaintiffs believed was a reference to the expectation of almost everyone in the municipal government that plaintiff Carman would be considered and would have a fair shot at the position of Chief, of which he was denied by the defendants acting jointly by way of retaliation.

28. During the course of her statement, Taylor admitted that she did not see the savings from any consolidation, and Baker agreed with her, twice, stating there would not be a savings by consolidating.

29. Thereafter, when defendant Taylor received an e-mail from a disgruntled resident who sought to damage plaintiffs' reputations, Taylor forwarded that e-mail throughout the community thereby contributing to the adverse and hostile work environment and acting deliberately in a retaliatory scheme jointly and in conspiracy with her co-defendants in violation of the requirements of the New Jersey Constitution by damaging the professional reputations of both plaintiffs.

30. On or about January 11, 2011, at approximately 9:05 a.m., plaintiff Carman learned from a subordinate who was a Linwood Police Department firearms instructor that the defendant Baker had not properly qualified with his weapon since the Fall of 2005, even though the Attorney General Guidelines for firearms qualifications require that each and every police officer affirmatively qualify with the assigned departmental handgun twice a year; plaintiff further learned at that time that the defendant Baker had instructed that firearms instructor to log Baker in as though he had qualified twice a year, thereby knowingly creating a false police report in violation of New Jersey's criminal statutes.

31. At the time and place set forth above, plaintiff learned that Baker had not qualified as required by the Attorney General Guidelines and by statute, such that the Chief's continuing to carry his weapon without having qualified for approximately five years was contrary to law.

32. Pursuant to New Jersey statute, the City of Linwood was required to adopt and incorporate the New Jersey State Attorney General Guidelines for internal affairs investigations so as to govern Linwood's Police Department and Internal Affairs operations;

in that connection, plaintiff Carman has been assigned to be the Internal Affairs Investigation Officer for the Linwood Police Department, which requires plaintiff to conduct confidential investigations and then provide a written report to defendant Baker with plaintiff Carman's findings.

33. An inherent part of the Attorney General Guidelines is the departmental duty to maintain confidentiality while the Internal Affairs investigations are ongoing, despite which the defendant Baker has deliberately, repeatedly, consistently, and blatantly violated that confidentiality requirement on a routine basis, going so far as to discuss confidential IA matters with various members of the Police Department, particularly members of the Detective Bureau, which has caused officers who were the subject matter of the Internal Affairs investigations, and who were therefore entitled to confidentiality, to come to plaintiff Carman to voice their upset and express objections about the lack of confidentiality.

34. Plaintiff Carman has further learned that the defendant Baker has violated statutory and regulatory provisions regarding confidentiality of information regarding juvenile offenders, Baker having disclosed to a member of City Council in a recorded telephone conversation on October 5, 2010, that a 14 year old juvenile, related to a present government official, had been arrested for alleged wrongdoing.

35. During the Fall of the year 2010, and continuing through the end of the year, Baker continued to make statements designed to induce plaintiff Carman to accede to Baker's illegalities, including repeatedly reminding Carman that Baker would give the points for the Chief's test by which Baker's replacement would be named, and that Baker would decide who would get promoted in the department even after he retired.

36. Plaintiff Carman has been repeatedly advised by other police department employees that they have overheard the defendant Baker state, outside plaintiff's presence, that Baker

would "take care of" both plaintiffs, which plaintiffs reasonably perceive to threaten retaliatory action against them.

37. One aspect of plaintiff Carman's position requires him to keep accurate track of all time expended by all employees and to submit those approved times to City Finance for payment; in that connection, plaintiff Carman has come to believe that the defendant Baker has knowingly submitted false requests for time, in connection with Baker's alleged attendance at Council meetings; on a number of occasions, plaintiff Carman has been instructed by Baker to put down as time that differs from what Carman has been advised would be truthful by other officers in a position to know; in addition, plaintiff has learned that other subordinates of Baker's have refused to write numbers on Baker's time reports as Baker had instructed because of their perception that the times specified by Baker are not accurate.

38. In or about the month of February, 2010, plaintiff Carman stopped to speak to the Linwood Mayor regarding Baker's misconduct, at which time it was Carman's intention to disclose to the Mayor, as a member of upper management, the nature and content of the hostile and retaliatory work environment; as a result of the Mayor's glowing comments regarding his "closeness" to the defendant Baker, plaintiff elected then not to disclose the hostile and retaliatory work environment, inasmuch as neither the Mayor nor anyone else has ever been specified in writing to be that person to whom complaints under the Conscientious Employees Protection Act should be directed, and because plaintiff feared that the hostile and retaliatory work environment would get even worse if plaintiff complained to the Mayor and Baker found out.

39. Shortly thereafter, during the late Spring of 2010, Baker began to negotiate a personal contract with the City which would avoid the effects of legislation then being introduced by Governor Christie which would limit payouts to police employees for accrued leave time

accumulated during the course of their career; in that connection, on or about July 14, 2010, the City approved a four year contract with Baker which paid him far more than the City would have been required to pay under the legislation then being discussed and twice what he was then entitled to contractually, at the very same time the City was asking every other member of the Police Department, that is, every level of rank below the Chief, to provide "give backs" under their Collective Bargaining Agreements, and all non-public safety City employees were being forced to take unpaid furloughs because the City was supposedly suffering from financial hardship.

40. On or about July 19, 2010, plaintiffs and others, including Shop Steward Jason Weber and a PBA consultant, met with representatives of the City, including City Solicitor Joseph Youngblood, Esquire, in an effort by the City to induce "give backs" from the Collective Bargaining Agreement, at which time both plaintiffs advised the representative of the City that it was inappropriate for the City to seek to renegotiate existing contracts governing police officers based upon a claim of financial hardship less than one week after entering into a "sweetheart" agreement with Baker, which was clearly designed to evade potential statutory caps on leave payouts of \$15,000.00, a fraction of what the City had agreed to pay Baker under his agreement.

41. Plaintiffs were exercising their rights under the New Jersey Constitution to petition the government for redress of their grievances and those of their Collective Bargaining Unit members, were exercising their free speech rights under the New Jersey Constitution, and were seeking fundamental fairness and equal protection in the City's treatment of all of the police department employees, as compared with the treatment given to the Chief, all of which was protected conduct within the meaning of New Jersey law.

42. Soon after the meeting of July 19, 2010, Baker began to scream at Carman in Carman's office upon hearing how the meeting had gone, causing a disturbance by screaming at both of the plaintiffs, going so far as to violently slam the door and make a scene, expressing overt hostility toward both plaintiffs for their protected conduct.

43. During the previous days, based upon Baker's knowledge that both plaintiffs objected to the "sweetheart" contract the City had given to Baker while asking for "give backs" from the Collective Bargaining Units, Baker had sought to isolate and ostracize plaintiffs from their subordinates and co-workers, polling various police officers to see whether any of them admitted that they had a problem with Baker's "sweetheart" deal, during the course of which Baker falsely advised a number of the officers that plaintiff Hamilton had claimed that everybody hated Baker because of the contractual benefits he had obtained, a knowingly false statement, inasmuch as Hamilton had never stated any such thing.

44. During that same period of time, and specifically during the week of July 12, 2010, the remote access to the recording system utilized by the Linwood Police Department was malfunctioning, necessitating the police department to have the company responsible for its repair and maintenance to come in and fix it.

45. On or about July 22, 2010, the defendant Baker ordered plaintiff Carman to verify that Baker's phone line was recording properly, and further claimed to Carman that Baker had forgotten his password to access the system; plaintiff Carman complied with that order, during the course of which plaintiff overheard a conversation in which the defendant Baker was speaking negatively about plaintiff Carman by stating falsehoods to members of the governing body.

46. Plaintiff responded to Baker's order by confirming that Carman had checked the functioning of the recorder, confirmed that the line used by Baker was recording, and

provided, at Baker's request, Carman's password so that Baker could access the system; out of fear of retaliation, however, Carman did not disclose the specifics of what he had heard on the taped line.

47. Once plaintiff discovered the existence of the recordings upon which Baker was "bad mouthing" plaintiff Carman, Carman was concerned about proper legal use and disclosure of those recordings, as a result of which he contacted an Assistant Prosecutor in the Office of the Atlantic County Prosecutor, Betsy Phillips, and advised Assistant Prosecutor Phillips of the details of the recording system, that Carman was the primary user of the system, described what he used it for, and disclosed what plaintiff Carman had heard on the taped lines, advising Phillips that both plaintiff and his co-plaintiff Hamilton, intended, depending on her advice, to seek counsel in order to obtain justice.

48. At that same time, plaintiff Carman was advised by Assistant Prosecutor Phillips that since Baker had expressly requested the recording system, had had it installed, and that since most or all of the Police Department lines were recorded, there could be no reasonable expectation of privacy on his part, confirming that neither Carman nor anyone he permitted to hear the recordings for the purposes of seeking legal relief would be in violation of the New Jersey Criminal Code or Chapter 156A of the New Jersey Statutes, which relate to recording of phone calls; as a result, plaintiff Carman permitted co-plaintiff Hamilton to listen to certain of the recordings referred to herein and retained counsel.

49. Amongst the recordings plaintiffs have heard was one that occurred on or about July 15, 2010, at 2:19 p.m., relating to a press release that Baker had expressly approved to be released by Carman on July 12, 2010, despite which Baker made knowingly false statements to a member of the governing body regarding Carman's conduct in issuing the press release, all in a further effort to retaliate against the plaintiff for plaintiff's protected conduct.

50. During the meeting of July 19, 2010, referred to above, Hamilton had disclosed to the City representatives present at the July meeting that he had read Baker's agreement; even though Baker had not placed any limitations upon Hamilton's use of his knowledge of the contents of the agreement, and in fact had never simply asked Hamilton to "proofread" the agreement, Baker became angry at Hamilton, stating he "could not believe" that Hamilton would use Baker's contract in the meeting with the City, admitting that he had told members of Council the same falsehood, i.e., that Hamilton had been asked only to proofread the document in confidence, a knowingly false statement which was designed to further damage the reputation of plaintiff Hamilton in the eyes of Council.

51. Five days before the July 19, 2010, meeting, plaintiff Hamilton, in his capacity as a citizen of the City of Linwood and as a Collective Bargaining Unit representative, had spoken directly with a Councilperson regarding the hypocrisy of the City in giving a "sweetheart" contract to Baker while asking for every other officer in the police department to accept cutbacks in what they were contractually entitled to based upon a purported financial hardship of the City; thereafter, after Baker learned of plaintiff's contact with the Councilperson, Baker advised individuals that he "could not trust" Hamilton because he had spoken with the Councilperson, and in fact Baker acted so hostile and so out of control on July 16, 2010, that plaintiff Hamilton and another co-employee left work that day with permission from their superior officers in order to avoid Baker's overt retaliatory hostility.

52. As plaintiff Hamilton and the subordinate employee were leaving, Baker sought to confront them, Baker ultimately making threatening statements regarding terms and conditions of the workplace, all of which was designed to retaliate against plaintiff Hamilton for plaintiff's protected conduct in petitioning his government for redress, in acting as a

representative of its Collective Bargaining Unit, and in objecting to Baker's threatening statements.

53. After the events above, both plaintiffs noted that members of the governing body acted in a cool and distant manner toward them, unlike in the past, leading plaintiffs to believe that Baker's efforts to damage their constitutionally protected interests in their reputations has been successful.

54. As a result of plaintiffs' repeated hearing from a number of sources that Baker was speaking negatively about both Carman and Hamilton, on October 26, 2010, in a private conversation with Baker, Hamilton disclosed the plaintiffs' awareness of Baker's efforts to inflict damage upon their reputations, at which time Baker falsely swore "on his children" that he had never said anything negative about Hamilton to anyone, a knowingly false statement, but did admit that he had stated negative things to the Mayor of the City about plaintiff Carman, regarding his exercising his contractual right to work overtime and to work details, confirming that Baker "no longer trusted" Carman because Carman went to speak to the Mayor.

55. The statements made by Baker on October 26, 2010, referred to above, were knowingly false when made; for example, on July 15, 2010, Baker advised Ken Mosca that Baker thought Carman had handled the press release issue referenced in paragraph 32 above incorrectly, even though the press release had been approved, word for word, by Baker, with Baker admitting during a telephone conversation on July 15, 2010, at approximately 2:19 p.m. that he had advised the Mayor that there was some impropriety in that press release, despite which on the very next day, July 16, 2010, Baker advised Mosca that he had expressly instructed Carman to put out a generic press statement as he did, thereby confirming that Baker was knowingly misrepresenting the truth about Carman.

56. On July 16, 2010, at approximately 1:50 p.m., Baker advised a Mosca that if he was on Council he would never have agreed to the contract that was the subject of this dispute, but rather that he would have told himself [Baker] that Baker was not getting a separation agreement, but would simply have to retire under his existing contract, which would have resulted in substantial savings to the City.

57. During the same phone conversation on July 16, 2010, Baker referred to Hamilton as a "fucking dickhead", a derogatory statement, and further admitted that he knew that Carman, one of Carman's subordinates, and the shop steward agreed with Hamilton, threatening to "turn them [City employees at City Hall] against that motherfucker", referencing Hamilton, and showing that Baker cannot be trusted, which was further confirmed by Baker's reference to the same four individuals as "fucking jerkoffs".

58. On or about July 22, 2010, at approximately 1:50 p.m., Baker had a telephone discussion with the City Solicitor, during the course of which the City Solicitor advised Baker that the negotiating posture of the department employees reminded the Solicitor "of the way blacks used to be, we were enslaved, we were oppressed, and now we have a sense of entitlement for everything. It's kind of like the people who are bitching weren't the slaves, weren't oppressed, but now want the benefits.", derogatory racist statements that based upon the tenor, tone, and context of the discussion, led plaintiffs to reasonable believe that Baker was in agreement with such racial stereotype; during the course of the same discussion, Youngblood and Baker agreed that Carman was placing his union representatives over his responsibilities "as a cop"; the discussion contained numerous derogatory statements both by Youngblood and by Baker, suggesting to plaintiffs that the two routinely engaged in similar dialog "trashing" plaintiffs' reputation.

59. Thereafter, Baker engaged in discussions with another member of the governing body, during the course of which Baker again expressed derogatory statements and sentiments regarding plaintiffs' reputation, all of which was done in retaliation for plaintiffs' protected conduct.

60. Since the time plaintiffs initially filed their Complaint, the Mayor, DePamphilis and City Solicitor, contrary to the law governing access to information protected by Homeland Security, have sought to obstruct the access of both plaintiffs to those secured sources of information, sought to tamper with certain aspects of the computer recording system, have targeted plaintiffs by isolating them and by excluding them from the portions of the computer server system to which access is needed in order for them to do their jobs, and have otherwise acted in such a way as to further adversely impact upon the plaintiffs, creating an adverse employment circumstance.

61. The hostility continued through the end of the year 2010, and has continued into the year 2011, having been substantially contributed to by objections from a number of officers regarding Baker's effort to tamper with testimony of witnesses pertaining to an ongoing civil action; specifically, during the early part of the week of January 3, 2011, plaintiff Hamilton was asked by Sergeant Olson in the presence of Patrolman Devine, whether there was going to be a meeting of all officers involved in a pending civil case before depositions occurred; at the time, Olson advised Hamilton that Olson had been talking to Baker about the deposition, and that Baker had stated that "everything will be fine as long as we are on the same page", with Baker going on to state he had told everyone that if the person involved in the case needed to go to their own house for any reason, the family was instructed to have them call the police department and the department would assign personnel to go with them, with Baker claiming he had sent an e-mail to everyone about that matter.

62. Both Sergeant Olson and Patrolman Devine stated they had never received an e-mail on the issue, and had never heard about the alleged conversation Baker described from anyone.

63. On January 6, 2011, plaintiff Hamilton was approached by a detective in the Detective Bureau, who advised Hamilton that Baker had come into the Detective Bureau and, while they were talking about a deposition in the same case, Baker had stated that the detective should say he remembered being told that a family member of the person who was murdered was told to call the Police Department if the family needed to go to the house for any reason, and that if that person were to call, the police were to go to the house with them; the detective confirmed that he had never heard any such claim prior to Baker's statement, and had never received an e-mail; similarly, Hamilton had never heard the claim about the phone call, and likewise never seen any such e-mail, although Hamilton does recall that after a Tort Claims Act Notice was filed against the Police Department and Baker, Baker claimed for the first time that he had spoken to a family member of the victim advising them that if they needed to go to the house for anything, they should call the police and an officer would escort them.

64. On or about the same time, plaintiff Hamilton learned from Carman that Baker had come into Carman's office and, while discussing the depositions, stated that Carman should remember that Baker told everyone that if a person called the Police Department to go to the house, to make sure the Department provided an escort, and that Carman should make sure that everyone knew to say that in the deposition; the conduct of Baker constitutes a violation of the Rules and Regulations governing the police department, as well as the criminal statutes regarding tampering with witnesses.

65. On or about March 9, 2011, Baker approached plaintiff Hamilton in the hallway of the Police Department stating that Councilman Paolone wanted the members of the Detective

Bureau, a specialized plainclothes unit responsible for investigation of more complex crimes, to go out working the street, in response to which Hamilton told Baker it was obvious that Council was trying to put the detectives back in patrol, a *de facto* demotion, and have them doing both jobs, pointing out that it was hard enough to try to keep abreast of all of the cases with three full time detectives, with changing the detective schedule to "part time" causing the progress and investigations of the cases to suffer; the effort to force plaintiffs from their plainclothes' position to a far less desirable position was part of a course, scheme, or plan of retaliation by the named defendants against the plaintiffs caused by plaintiffs engaging in protected conduct as described herein.

66. Baker stated to Hamilton he agreed that the detectives, including Hamilton, should not be placed back on patrol, but that Council was pushing for it.

67. On or about March 10, 2011, at approximately 7:15 p.m., plaintiff Hamilton saw Councilman Tighe at a store in Somers Point, at which time Tighe apologized to Hamilton for his conduct the previous evening when he was called away from an intense discussion with Hamilton, with Tighe admitting that the reason defendant Taylor and Paolone were calling him away was that they thought Carman or Hamilton were recording Tighe speaking with them, a statement made without any factual basis at all by Paolone and Taylor which was intended and designed to further damage the plaintiffs' reputations in retaliation for their protected conduct.

68. If either Taylor or Paolone truly believed that either Carman or Hamilton were surreptitiously taping town councilmen, they would have insisted that there be an investigation of that conduct, since it is expressly prohibited by a Linwood Police Department policy.

69. At or about that time, plaintiffs were advised that the Town Council had requested that the Atlantic County Prosecutor investigate the police department, in an effort, unsuccessfully, to retaliate against the plaintiffs for their protected conduct; there was no basis to investigate the police department, although there was an ample basis to investigate the police chief; on information and belief, the members of Council, which may be included in John Doe defendants, contacted the Prosecutor's Office and pretextually claimed that they wanted an investigation simply to insure transparency in the Police Department, an obvious falsehood inasmuch as no one on Council approached Carman, Carman's immediate subordinate, or Hamilton, the three officers immediately below the Chief to ask any questions at all about the Department, such that the claim of a transparency problem was a knowingly false fabrication designed to cover up the true retaliatory motive of the defendants' conduct.

70. When, on March 14, 2011, various members of the Linwood Police Department met with the Atlantic County Prosecutor's Office's Chief Investigator Dooley, Lieutenant Pepe, Sergeant Anton, and Lieutenant Hickey of the Linwood Police Department asked Dooley, what complaint from anybody, including Council, had been made that induced them come to Linwood, to which all of the members of the Prosecutor's Office present, including Dooley, refused to respond.

71. Carman then stated the obvious, and told Dooley that it seemed that the investigation was an act of retaliation by the City but that the City was using the Prosecutor's Office to carry out the retaliation; Dooley did not deny the accuracy or the good faith reasonableness of Carman's perception, but simply stated he was going to do what he had to do, but nevertheless warned those present that there were be no surreptitious recordings of his investigators while they were at the Linwood Police Department.

72. On March 29, 2011, Carman observed an online press article stating that Linwood and Northfield had just begun negotiations to share police services, with the negotiation centering on sharing one police chief, that being Northfield Police Chief Robert James, with the ultimate goal of combining the police departments into one entity if possible; by this point, both plaintiffs realized that the course, scheme, or plan of retaliation by the defendants for their protected conduct included placing obstacles to the promotion of Captain Carman to Police Chief and Sergeant Hamilton to Lieutenant or Captain.

73. On March 31, 2011, a local newspaper, The Current, published an article regarding the sharing of a police chief, which quoted Northfield Mayor, Vincent Mazzeo, as saying that talks between Linwood and Northfield began in earnest last August (August, 2010), which was in close temporal proximity with plaintiffs' protected conduct, which had occurred the previous month, July, 2010, although the article further quoted a knowing falsehood by the defendant Taylor, who claimed that Council had begun discussing with Northfield potentially sharing police services "probably over a year ago", that is, before March, 2010; this statement was knowingly false and was made publicly in an effort to conceal the true reason for the defendants' conduct, that being retaliation.

74. As a further act in retaliation for plaintiffs' protected conduct, including the filing of this lawsuit, the defendants have taken away from plaintiff Hamilton a substantial portion of his job responsibilities for no just and valid reason.

75. On or about March 22, 2012, the parties attended a confidential mediation with Retired Judge Gerald Weinstein in an effort to resolve this matter.

76. At the start of the mediation, the parties exchanged settlement positions, but the mediation was unsuccessful as the parties left the mediation without a settlement.

77. At the conclusion of a Linwood Town Council meeting that occurred on or about July 11, 2012, defendant Ralph Paolone, the Chairman of the Public Safety Committee in Linwood, was having a conversation with members of the Linwood Police Department, which including but is not limited to Detective Norris and Patrolman Cunningham.

78. During the aforementioned conversation, members of the police department advised defendant Paolone that the radio equipment for the Linwood Police Department was in poor working condition, that the fleet of patrol vehicles currently utilized by the Linwood Police Department was ailing and also were in need of repairs or upgrading, and that there was also a shortage of manpower in the department.

79. In response to these issues, defendant Paolone indicated that it would be a lot easier to provide the equipment and manpower requested if the plaintiffs had not filed the "\$6,000,000.00 lawsuit".

80. Neither of the plaintiffs ever disclosed the settlement amount made at the mediation to anyone and the only mention of the \$6,000,000.00 demand amount was made during a private mediation which was attended by defendant Paolone as a representative of defendant Linwood.

81. Defendant Paolone further advised Detective Norris that Linwood Police Department did not have its own Chief of Police because at the time there was no one employed by Linwood who was "ready to be Chief" which was a comment designed to undermine the authority of plaintiff Carman, who was the highest ranking member of the Linwood Police Department under the Chief of Police, who clearly qualified for the position, which comment was also designed to further retaliate against plaintiff Carman for all of the protected conduct outlined herein including filing this action.

82. Patrolman Cunningham then asked defendant Paolone if the Linwood Police Department was going to be merging with the Northfield Police Department, and in response to that inquiry, defendant Paolone indicated that he honestly did not see that happening, which was further evidence that the alleged legitimate non-retaliatory reason offered by defendant City of Linwood (cost savings) for skipping over plaintiff Carman as Chief of Police and having a joint Police Chief with Northfield was clearly a pretext for retaliation.

83. The comments by defendant Paolone which were not limited to the comments outlined above were clearly designed to undermine the plaintiffs' authority as supervisors within the Linwood Police Department, to further damage the plaintiffs' reputations and to further retaliate against the plaintiffs for their protected conduct herein.

84. The retaliation that the plaintiffs have been subjected to, some of which is outlined herein, has been continuing and continues to the date of the filing of this Complaint and is anticipated to continue to occur in the future; some of those acts of more recent retaliation includes, but is in no way limited to the plaintiffs being referred to as the "\$6,000,000.00 men", plaintiff Carman not being considered nor offered the position of dual Captain for the Towns of Linwood and Northfield, plaintiff Carman being referred to as "Dougie Two-Towns", other continued efforts by the defendants to deny the plaintiffs promotions which they are qualified for and legally entitled to, continually damaging their reputations within the police department and the community at large, undermining the plaintiffs' authority within the department, and making it more difficult for both plaintiffs to effectively lead subordinates and subjecting the plaintiffs to enhanced scrutiny.

85. The individual defendants have engaged in an ongoing campaign of retaliatory misconduct in knowing and deliberate violation of the law of the State of New Jersey, which retaliation and hostile retaliatory work environment was created, perpetuated, and fomented

by the individual defendants as a result of plaintiffs' participation in protected conduct, including plaintiffs' refusal to falsify records, including firearms qualification and compensatory time records, to violate their duties of confidentiality owed to their union members, in violation of plaintiffs' right to freely petition the representatives of their government in order to obtain redress of their grievances, including grievances asserted on behalf of their collective bargaining unit members, and for other reasons.

86. The conduct of the defendants is especially egregious, has occurred with actual malice and with willful and wanton disregard of plaintiffs' rights and of the statutory prohibition of retaliation pursuant to CEPA.

87. As a direct and proximate result of the foregoing, the plaintiffs' rights under CEPA have been violated, and plaintiffs have been damaged.

88. As a direct and proximate result of the foregoing, plaintiffs have been damaged.

WHEREFORE, plaintiffs demand judgment against the defendants jointly, severally, and in the alternative, for compensatory damages, punitive damages, interest, attorneys' fees, costs of suit, and such other relief as is just and equitable.

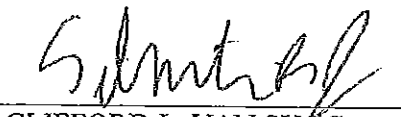
VAN SYOC CHARTERED
Attorneys for the Plaintiffs

BY: 
CLIFFORD L. VAN SYOC

Dated: 11-9-12

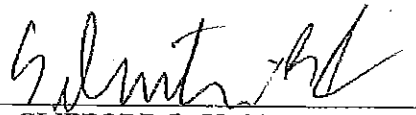
DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial by jury.

BY: 
CLIFFORD L. VAN SYOC

DESIGNATION OF TRIAL COUNSEL

Plaintiffs hereby designate Clifford L. Van Syoc, Esquire as trial counsel in this matter.

BY: 
CLIFFORD L. VAN SYOC

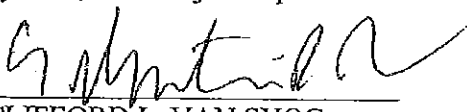
RULE 1:4-8 DEMAND

Plaintiffs and their counsel hereby demand, pursuant to Rule 1:4-8, that the defendants or their agents, servants, or employees, or attorneys provide any and all facts and documents upon which they base any contention that this Complaint was instituted or continued in whole or in part for improper reasons, or that the claims are, in whole or in part, frivolous or without basis in law or fact.

BY: 
CLIFFORD L. VAN SYOC

CERTIFICATION

The undersigned counsel certifies that there are no other actions or arbitrations pending or contemplated involving the subject matter of this controversy at this time, and there are no additional known parties who should be joined to the present action at this time. I certify the foregoing to be true. I am aware if the above is willfully false, I am subject to punishment.

BY: 
CLIFFORD L. VAN SYOC

DATED: 11-8-17