

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter "this Agreement") is made and entered into by and between Gerald and Laura Hatton, husband and wife ("the Hattons") on the one hand, and the County of Union ("County"), on the other hand (collectively "the Parties").

WHEREAS, Gerald and Laura Hatton filed a Complaint in the Superior Court of New Jersey, Law Division, Union County, UNN-L-0084-12, asserting various claims against the County and various other Defendants for Intentional Infliction of Emotional Distress, False Light, Common Law Assault, Defamation, Per Quod, Negligent Supervision, and Breach of Employment Agreement ("the Action"); and

WHEREAS, the County and all other Defendants have denied any wrongdoing or liability in connection with the Action; and

WHEREAS, the Parties have participated in settlement negotiations and have agreed to settle all claims between them; and

WHEREAS, the Parties desire to resolve all claims that were or could have been asserted in the Action, without incurring further costs of litigation and without admission of any of the allegations set forth in the Action by any Defendant;

NOW, therefore, in consideration of the mutual promises and covenants contained herein, it

is agreed as follows:

1. Payments to the Hattons

In consideration of the promises made by the Hattons herein, the County shall pay to the Hattons the gross sum of One Hundred Seventy Five Thousand Dollars and No Cents (\$175,000.00) within sixty (60) days of the execution of this agreement by all parties and any necessary approval by the Union County Freeholders; and

In addition to the aforementioned payment, Gerald Hatton has agreed to a Section 20 dismissal of Worker's Compensation Claim W000191457, in consideration of Gerald Hatton executing the appropriate Section 20 release and any other necessary actions, to completely resolve and conclude the Worker's Compensation Claim the claim in all respects for which he will receive the sum of Twenty Thousand Dollars (\$20,000). The Hattons agree not to attempt to reopen or to file any Worker's Compensation claim against the County relating to, or arising out of the matters raised in the Complaint UNN-L-0084-12; and

2. Release from the Hattons to the County and Defendants

In consideration of the promises and covenants contained herein, the Hattons hereby fully and forever release, remise and discharge the County, and any of its affiliated departments, elected or appointed officials, attorneys, trustees, agents, employees, successors, and assigns, and all named Defendants, including Union County Correctional Services, William Burkert, Kevin Burkert, Kenneth Burkert, Brian Riordan, (collectively "County Releasees") from any and all claims which the Hattons had, may have had, or now have against the County Releasees related to any matter, cause, or thing whatsoever including, but not limited to, any claim arising out of or attributable to Gerald Hatton's employment with the County, and any and all claims which either were or could have been raised from the beginning of time up to and including the date of this Agreement. The claims being released include, but are not limited to the instant lawsuit (the Action), and:

- (a) Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, the Civil Rights Acts of 1866 and 1991, the Americans with Disabilities Act of 1990, the Employee Retirement Income Security Act of 1974, the Equal Pay Act of 1963, the Family and Medical Leave Act of 1993, the Older Workers Benefit Protection Act of 1990, the Occupational Safety and Health Act of 1970, the Worker Adjustment and Retraining Notification Act of 1989, the National Labor Relations Act of 1935, the retaliation provisions of the Sarbanes Oxley Act of 2002, the Ledbetter Fair Pay Act of 2009, the Fair Credit Reporting Act, the Unformed Services Employment and Reemployment Act, the Employee Polygraph Protection Act, the New Jersey Law Against Discrimination, the New Jersey Conscientious Employee Protection Act, the New Jersey Family Leave Act, the New Jersey Wage and Hour Law, the New Jersey Domestic Partnership Act, the New Jersey Equal Pay Act, the New Jersey Smokers' Rights Law, the New Jersey Genetic Privacy Act, the New Jersey Occupational Safety and Health Law, the New Jersey Fair Credit Reporting Act, the New Jersey Millville Dallas Airotive Plant Job Loss Notification Act, the retaliation provision of the New Jersey Workers' Compensation Law (and including any and all amendments to the above), New Jersey Civil Service Act, as well as any other federal, state, or local statute, regulation, or common law regarding employment, employment discrimination, resignation of employment, retaliation, equal opportunity, or wage and hour.
- (b) all claims arising under the United States or New Jersey Constitutions;
- (c) all claims arising under any Executive Order or derived from or based upon any state or federal regulations;
- (d) all common law claims, including but not limited to any and all rights to discovery, claims for wrongful discharge, constructive discharge, violation of public policy, breach of an express or implied contract, breach of an implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, defamation, conspiracy, tortious interference with contract or prospective economic advantage, promissory estoppel, equitable estoppel, fraud, misrepresentation, detrimental reliance, retaliation, and negligence;
- (e) all claims for any compensation including back wages, front pay, punitive damages, pay increases, bonuses or awards, fringe benefits, disability benefits, severance benefits, reinstatement, retroactive seniority, pension benefits, contributions to retirement plans, or any other form of economic loss;
- (f) all claims for personal injury, including physical injury, mental anguish, emotional distress, pain and suffering, embarrassment, humiliation, damage to name or reputation, interest, liquidated damages, and punitive damages; and
- (g) all claims for costs, interest, and attorneys' fees.

This release includes any state law or federal law claims, common law claims, and any claims for compensatory damages, punitive damages, and attorneys' fees and costs. By this Agreement, the Hattons are relinquishing their right to have their claims tried by a jury or judge in a lawsuit or to have their claims decided in any other forum, including all forms of alternative dispute resolution.

Release from the County to the Hattons

In consideration for the promises and covenants contained herein, the hereby fully and

forever releases, remises and discharges the Hattons and their heirs, successors, and assigns

("Hatton Releasees") from any and all claims which they, individually or collectively, had, may

have had, or now have against the Hatton Releasees related to any matter, cause, or thing

whatsoever including, but not limited to, any claim arising out of or attributable to the County's

employment of Gerald Hatton, and any and all claims which either were or could have been

raised from the beginning of time up to and including the date of this Agreement. The claims

being released include, but are not limited to, any state law or federal law claims, common law

claims, and any claims for compensatory damages, punitive damages, and attorneys' fees and

costs. By this Agreement, the County is also relinquishing its right to have its claims tried by a

jury or judge in a lawsuit or to have their claims decided in any other forum, including all forms

of alternative dispute resolution.

3. Filing of Stipulations of Dismissal With Prejudice With Court

Upon execution of this Agreement by all Parties, and any necessary approval of this

settlement by the Union County Freeholders, counsel for the Hattons shall execute and file with

the Court a Stipulation of Dismissal With Prejudice as to all claims as to all named Defendants to

the Action, including but not limited to the County, Union County Correctional Services,

William Burkert, Kevin Burkert, Kenneth Burkert, and Brian Riordan.

4. No Admission By Any Party

Nothing in this Agreement shall constitute an admission of liability by any party; nor an

admission by any party that he or it has violated any statute, regulation or ordinance; nor an

admission that any party violated any other legal obligation owed to another party herein; nor an

admission that any party engaged in any unlawful conduct of any nature. The settlement referred

to herein is between the Hattons and the County of Union, and no individual Defendant shall be

deemed a party hereto except as to Plaintiff's Release.

5. Agreement Not To File Any Further Action Based On Released Claims

The Parties represent that, except for the lawsuit identified herein and the Workers

Compensation Claim W000191457 filed by Gerald Hatton, they have not and will not file any

lawsuit or claim against the County Releasees or the Hatton Releasees based on any events,

whether known or unknown, occurring prior to the date of the execution of this Agreement,

including, but not limited to, any events related to, arising out of, or in connection with, Gerald

Hatton's employment with the County, or his separation from such employment, in any court or

tribunal of the United States, New Jersey, or any other state, city, county, or locality. This shall

not prevent either party from making application to the Superior Court for the sole purpose of

enforcing any provision of this agreement. The Hattons hereby agree to waive their right to any

monetary or equitable recovery should any federal, state or local administrative agency pursue

any claims on their behalf arising out of or related to their employment with and/or separation

from such employment with the County and promises not to seek or accept any award, settlement

The Hattons affirm, covenant, and warrant they are not a Medicare beneficiary and are not currently receiving, have not received in the past, will not have received at the time of payment pursuant to this Agreement, are not entitled to, is not eligible for, and have not applied for or sought Social Security Disability or Medicare benefits. In the event any statement in the preceding sentence is incorrect (for example, but not limited to, if the Hattons are a Medicare beneficiary), the following sentences of this paragraph apply: the Hattons affirm, covenant, and warrant they have made no claim for illness or injury against, nor is he aware of any facts supporting any claim against, the County or Defendants could be liable for medical expenses incurred by the Hattons before or after the execution of this Settlement Agreement and Release. Furthermore, the Hattons are aware of no medical expenses which Medicare has paid and for which the County or Defendants is or could be liable now or in the future. The Hattons agree and affirm that, to the best of his knowledge, no liens for Medicare conditional payments exist. The Hattons agree to indemnify, defend, and hold the County, its agents, servants, employees, elected or appointed officials, attorneys, trustees, agents, successors, assigns, and the individual

8. Medicare Acknowledgment and Lien

The Parties agree to maintain in confidence and refrain from disclosing this settlement and the discussions and negotiations that led to this Agreement to the fullest extent permissible by law, recognizing that the County may be required to disclose this settlement pursuant to the Open Public Records Act, N.J.S.A. 47:1A-1, et seq., or any other applicable law.

7. Confidentiality of Discussions and Negotiations

member with respect to any of the claims they have waived. governmental entity or agency on their behalf or on behalf of any class of which they are a or other monetary or equitable relief from any source or proceeding brought by any person or

Defendants harmless from any claims, liens, damages, conditional payments, and rights to payment, if any, including attorneys' fees, made by any person or entity based upon medical treatment, liens or rights to reimbursement or payment of any type whatsoever, and the Hattons further agree to waive any and all future private causes of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A) *et seq.*

9. The Hattons' Opportunity to Review Agreement and Voluntary Execution

The Hattons agree that they have had the opportunity to review this Agreement with an attorney, and that they fully understand the terms and conditions of this Agreement. The Hattons further acknowledge that they accept the terms of this Agreement and enter into it freely, voluntarily, and without duress or coercion.

10. Sufficient Consideration

The Hattons acknowledge that the only consideration they have received for signing this Agreement is that set forth herein, which they accept as good and valuable consideration for the any kind or description has been made with them or to them to cause them to enter into this Agreement. The Hattons acknowledge that the consideration they have received for signing this Agreement is adequate consideration and satisfies the statutory requirements of the Older Workers Benefit Protection Act of 1990. The County and individual Defendants acknowledge that this Agreement is supported by good and valuable consideration.

11. Severability

Should any provision of this Agreement be declared or determined by any Court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby and said

illegal, unenforceable or invalid part, term or provisions shall be deemed not to be part of this Agreement.

13. Ambiguities Not to Be Construed Against the Drafter; Choice of Law; Forum Selection

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. This Agreement shall be governed by New Jersey law, and the Superior Court of New Jersey, Law Division, Union County shall have jurisdiction over, and be the proper venue for, any disputes arising out of this Agreement.

14. Authority of Individuals Executing the Agreement

All individuals executing this Agreement, including the individual executing this Agreement on behalf of the County, has been authorized to do so.

15. Entire Understanding

This Agreement sets forth the entire understanding and agreement between the Parties. This Agreement may only be amended by a writing signed by all of the Parties to this Agreement. This Agreement may be executed in counterparts, with originals to be distributed to each Party.

*[Handwritten signature]*

Name: Gerald Hatton

Date:

*[Handwritten signature]*

Witness:

Date: 1-24-14

Date:

On behalf of Union County and County Defendants

*Asst. County Counsel*

Name: Laura Hatton

Date:

Witness:

Date: 1-24-14

*[Handwritten signature]*



Name: Kevin Burkert  
Date: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: Brian Riordan  
Date: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Date: 4/15/14

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Name: William Burkert  
Date: \_\_\_\_\_  
Witness: \_\_\_\_\_  
Date: 2/25/14  
Name: Kenneth Burkert  
Date: 4/11/14  
Witness: \_\_\_\_\_  
Date: \_\_\_\_\_  
Date: 4/11/14

Name: Kevin Burkett  
Date: 4/6/14

*Kevin Burkett*

# RINALDO AND RINALDO

*Counselors at Law*

ANTHONY D. RINALDO, SR. (1907-1976) 60 WALNUT AVENUE, SUITE 150 CLARK, NEW JERSEY 07066  
MATTHEW J. RINALDO PHONE (732) 388-9300 FAX (732) 388-9301

GRANT S. ELLIS

January 11, 2012

UNION COUNTY COUNSEL RECEIVED  
JAN 17 2012  
ADMINISTRATION BUILDING  
ELIZABETH NJ

Via Personal Service  
COUNTY OF UNION  
c/o Nicole Dirado, CMC, MPA  
Clerk of the Board  
10 Elizabethtown Plaza  
Elizabethtown, NJ 07207

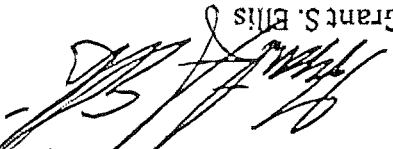
Re: Gerald Hatton & Laura Hatton vs. County of Union, et als.  
Docket No. UNN-L-000084-12

Gentlemen:

Please be advised that this office represents the Plaintiffs, Gerald and Laura Hatton, in the above-captioned Superior Court action which has been instituted to include you, COUNTY OF UNION, as a named Defendant.

Enclosed you will find a **Summons** and filed copy of the **Complaint and Jury Demand** which are being served upon you. It is incumbent upon you to answer this Complaint within 35 days. Please forward these Court documents to the appropriate insurance carrier and/or legal representative **without delay**. You are under an independent obligation to cooperate and inform them of this legal action. Failure to forward these papers to the appropriate party may have adverse effects, and risking personal responsibility for the payment of any money damages entered in this action.

Please be advised accordingly.

Very truly yours,  
RINALDO AND RINALDO, ESQS.  
  
Grant S. Ellis

GSE:ld  
Enclosures

Grant S. Ellis, Esq.  
 RINALDO AND RINALDO, ESQS.  
 60 Walnut Avenue, Suite 150  
 Clark, New Jersey 07066  
 Phone: (732) 388-9300  
 Fax: (732) 388-9301  
 Attorneys for Plaintiffs

<p><b>GERALD HATTON, individually, and LAURA HATTON, individually and as wife of Gerald Hatton,</b></p> <p style="text-align: center;"><i>Plaintiffs,</i></p> <p style="text-align: center;">vs.</p> <p><b>COUNTY OF UNION; UNION COUNTY DEPARTMENT OF CORRECTIONAL SERVICES, WILLIAM BURKERT, KEVIN BURKERT, individually and in his official capacity; KENNETH BURKERT, individually and in his official capacity; BRIAN RIORDAN, individually and in his official capacity; ABC CORPORATIONS 1-10 and JOHN/JANE DOES 1-20 (fictitious names representing unknown persons),</b></p> <p style="text-align: center;"><i>Defendants.</i></p>	<p><b>SUPERIOR COURT OF NEW JERSEY        LAW DIVISION        UNION COUNTY</b></p> <p>Docket No: UNN-L-000084-12</p> <p style="text-align: center;"><u>Civil Action</u></p> <p style="text-align: center;"><b>SUMMONS</b></p> <p style="text-align: center;">JAN 17 2012        ADMINISTRATION BUILDING        ELIZABETH, NJ</p>
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**THE STATE OF NEW JERSEY, TO THE ABOVE-NAMED DEFENDANT;**

**COUNTY OF UNION**

The Plaintiffs, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The Complaint attached to this summons states the basis for this lawsuit. If you dispute this Complaint, you or your attorney must file a written Answer or Motion and Proof of Service with the Deputy Clerk of the Superior Court in the County listed above within 35 days from the date you received this Summons, not counting the date you received it to wit: Deputy Clerk of the Superior Court, 2 Broad Street, Elizabeth, New Jersey 07207. You must also send a copy of your Answer or Motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written Answer or Motion (with fee of \$110.00 for Law Division and \$105.00 for Chancery Division and completed Case Information Statement) if you want the Court to hear your defense.

If you do not file and serve a written Answer or Motion within 35 days, the Court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford to pay an attorney, you may call the Legal Services Office in the county where you live. A list of these office is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. The phone numbers for Union County in which this action is pending are: Lawyer Referral Service, (908) 353-4715 or Legal Services Offices, (908) 354-4361.

Dated: JANUARY 11, 2012

*Jennifer M. Perez*  
JENNIFER M. PEREZ  
Clerk Superior Court (Acting)

Name of Defendant To be served: County of Union

Address for Service:

c/o Nicole Dirado, C.M.C., M.P.A.,  
Clerk of the Board  
10 Elizabethtown Plaza  
Elizabeth, NJ 07207

Grant S. Ellis, Esq.  
RINALDO AND RINALDO, ESQS.  
60 Walnut Avenue, Suite 150  
Clark, New Jersey 07066  
Phone: (732) 388-9300  
Fax: (732) 388-9301  
*Attorneys for Plaintiff*

RECEIVED / FILED  
Superior Court of New Jersey  
JAN 05 2012  
CIVIL CASE MANAGEMENT  
UNION COUNTY

JAN 17 2012  
ADMINISTRATION BUILDING  
ELIZABETH, NJ

<p>GERALD HATTON, individually, and LAURA HATTON, individually and as wife of Gerald Hatton, Plaintiffs,</p> <p>vs.</p> <p>COUNTY OF UNION, UNION COUNTY DEPARTMENT OF CORRECTIONAL SERVICES, WILLIAM BURKERT, individually and in his official capacity; KEVIN BURKERT, individually and in his official capacity; KENNETH BURKERT, individually and in his official capacity; BRIAN RIORDAN, individually and in his official capacity, ABC CORPORATIONS 1-10 (fictitious names representing unknown entities), and JOHN/JANE DOES 1-20 (fictitious names representing unknown persons), Defendants.</p>	<p>COMPLAINT AND JURY DEMAND</p> <p>Civil Action</p> <p>Docket No. <b>UNNL 0084 12</b></p> <p>PART SUPERIOR COURT OF NEW JERSEY UNION COUNTY, LAW DIVISION, CIVIL</p>
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Plaintiffs, GERALD HATTON and LAURA HATTON, his wife, residing in Union County, by way of Complaint against the Defendants, allege and say:

**COUNT 1: Intentional infliction of emotional distress**

1. Plaintiff GERALD HATTON ("Mr. Hatton") and Plaintiff LAURA HATTON ("Ms. Hatton"), husband and wife, live at 9 William Street, New Providence, New Jersey 07974. They are residents of the County of Union.  
 At all times herein concerned, Defendant COUNTY OF UNION, was a subdivision of the State of New Jersey and body politic; its headquarters and/or principal place of business is located at the County Administration Building at 10 Elizabethtown Plaza, Elizabeth, New Jersey.  
 Defendant UNION COUNTY DEPARTMENT OF CORRECTIONAL SERVICES is a Department and a Division and section of government Defendant COUNTY OF UNION.
4. Defendant COUNTY OF UNION and UNION COUNTY DEPARTMENT OF CORRECTIONAL SERVICES are together referred to as "UNION COUNTY" in this Complaint.
5. At the time of the Accident, Defendant UNION COUNTY was Plaintiffs employer and was in full control and in operation of the Union County Jail Facility located in the City of Elizabeth, State of New Jersey, where incidents underlying this Complaint occurred.
6. Defendant BRIAN RIORDAN is the director of UNION COUNTY DEPARTMENT OF CORRECTIONAL SERVICES at all times relevant to the subject matter of

- 7. Defendant WILLIAM BURKERT, KEVIN BURKERT, and KENNETH BURKERT, are and were corrections officers employed by UNION COUNTY at all times relevant to the subject matter of this Complaint. Together, WILLIAM BURKERT, KEVIN BURKERT, and KENNETH BURKERT are referred to as "THE BURKERT DEFENDANTS". Upon information and belief, they are residents of Union County. Union County Administrative Code 1-76.
- 8. Mr. Hatton experienced persecution causing medical injury, as follows:
  - 9. On January 8, 2011 anonymous picture flyers were scattered through the parking garage consisting of a wedding picture of Mr. Hatton and his wife with vulgar, pornographic, and gang-related language added thereto.
  - 10. Among other details, the flyers accused Ms. Hatton, a woman, of unchastity.
  - 11. Among other details, the flyers accused Ms. Hatton of commission of a crime.
  - 12. Among other details, the flyers accused Mr. Hatton of being incompetent and ineffectual.
  - 13. The subject material of these flyers is extreme and outrageous.
  - 14. Upon information and belief, THE BURKERT DEFENDANTS watched Mr. Hatton retrieve the fliers and made threatening comments as he walked past.



- 15. Defendant BRIAN RIORDAN and UNION COUNTY negligently, recklessly, or intentionally dragged their feet on investigation and did not pursue the wrongdoers.
- 16. On January 9, 2011, similar flyers were scattered through the superior officers' locker room.
- 17. Defendant BRIAN RIORDAN and UNION COUNTY negligently, recklessly, or intentionally dragged their feet on investigation and did not pursue the wrongdoers.
- 18. On January 11, 2011, comparable flyers were thrown around the officers' locker room.
- 19. Defendant BRIAN RIORDAN and UNION COUNTY negligently, recklessly, or intentionally dragged their feet on investigation and did not pursue the wrongdoers.
- 20. Upon information and belief, the flyers were widely viewed by jail staff and by inmates.
- 21. Because safety of a corrections officer is dependant on the level of respect inmates possess for that officer, the flyers and the lack of official response decreased Mr. Hatton's safety.
- 22. Throughout this period and until Mr. Hatton was forced to leave work due to a mental breakdown, there was also derision, threats, and physical

intimidation by THE BURKERT DEFENDANTS. Upon information and belief, THE BURKERT DEFENDANTS also made numerous false statements during this period about Mr. Hatton to third parties.

23. The flyers, threats and physical intimidation of Mr. Hatton caused him to be unable to work and caused him to seek psychological treatment, which treatment is ongoing.

24. An independent investigation by Mr. Hatton's union established Defendant WILLIAM BURKERT as the author of the flyers based on handwriting analysis.

25. Defendant WILLIAM BURKERT later admitted to authoring the flyers after handwriting tests confirmed his authorship.

26. Defendant BRIAN RIORDAN and UNION COUNTY dragged their feet on investigation and did not pursue the wrongdoers.

27. Despite a confession by one of the wrongdoers and an apparent indictable offense having been committed, Defendant BRIAN RIORDAN and UNION COUNTY refused to pursue any criminal prosecution of the wrongdoing. Mr. Hatton was told to file a complaint in Elizabeth Municipal Court if he felt that a criminal act had occurred.

28. The lack of investigation and discipline made Mr. Hatton further fear for his safety and exacerbated his symptoms.

- 29. Defendant BRIAN RIORDAN and UNION COUNTY refused to pursue departmental discipline.
- 30. Upon information and belief, no or minimal departmental discipline has been forthcoming as a result of the above incidents.
- 31. Upon information and belief, Defendant UNION COUNTY DEPARTMENT OF CORRECTIONAL SERVICES is a paramilitary organization.
- 32. Upon information and belief, in Defendant UNION COUNTY DEPARTMENT OF CORRECTIONAL SERVICES, the command hierarchy is supposed to be strictly obeyed.
- 33. Upon information and belief, in Defendant UNION COUNTY DEPARTMENT OF CORRECTIONAL SERVICES, failure to obey a superior officer's command is grounds for termination.
- 34. Upon information and belief, in Defendant UNION COUNTY DEPARTMENT OF CORRECTIONAL SERVICES, insubordination is grounds for termination.
- 35. Upon information and belief, in Defendant UNION COUNTY DEPARTMENT OF CORRECTIONAL SERVICES, reprisal against a superior officer is grounds for termination.
- 36. Upon information and belief, in Defendant UNION COUNTY DEPARTMENT OF CORRECTIONAL SERVICES, harassment of another officer is grounds for termination.

- 37. The actions of Defendants UNION COUNTY and BRIAN RIORDAN in failing to investigate or discipline were extreme and outrageous.
- 38. The lack of any discipline deepened and reinforced the psychological injuries Mr. Hatton suffered and eventually he was forced to retire because he was unable to return to work.
- 39. As a result of the persecution and the lack of subsequent discipline, Mr. Hatton has been permanently disabled, can no longer work as a corrections officer, and requires continued psychological counseling.
- 40. The costs for Mr. Hatton's medical treatment are, upon information and belief, well in excess of \$3,600.00.
- 41. Such conduct constitutes the torts of intentional and/or negligent infliction of emotional distress and outrage.
- 42. By reason of the actions complained of, Mr. Hatton has suffered damages, including economic loss, physical and emotional stress and disability, and career, personal, and social disruption and damage to his reputation.
- 43. The individual Defendants performed the above actions in scope of their employment, and acted intentionally, recklessly, or negligently in the scope of their duties or authority. As such, Defendants UNION COUNTY and BRIAN RIORDAN are liable for their actions.

44. Defendants committed the acts alleged maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive amounting to malice, and in conscious disregard of plaintiff's rights.

**WHEREFORE**, Plaintiffs demand judgment jointly and severally, or, in the alternative, individually, against the Defendants aforesaid and named herein for compensatory and consequential damages; interest, counsel fees and costs of suit; punitive damages; and an award of such other and further relief as the Court may deem just, equitable, and fair on Count 1.

**COUNT 2: Slander, libel, and defamation**

45. Plaintiffs repeat and reiterate each and every allegation contained in the previous Counts of the Complaint as if set forth at length herein.

46. Plaintiffs are not public figures.

47. THE BURKERT DEFENDANTS' written and oral statements spoken and

written to third parties were false and knowingly, recklessly or negligently made.

48. These false statements were both written and spoken.

49. These statements both constitute slander per se, and caused injury to Plaintiff Gerald Hatton's reputation, to Plaintiff Laura Hatton's reputation, and to Plaintiff Gerald Hatton's ability to earn a livelihood.

50. By reason of the actions complained of, Plaintiffs suffered damages for

slander, libel and defamation, including physical and emotional stress and

disability, career, personal, and social disruption, and damage to their

reputation.

51. The individual Defendants performed the above actions in scope of their

employment, and acted intentionally, recklessly, or negligently in the scope of

their duties or authority. As such, Defendants UNION COUNTY and BRIAN

RIORDAN are liable for their actions.

52. Defendants committed the acts alleged maliciously, fraudulently, and

oppressively, with the wrongful intention of injuring Plaintiff, and acted with

an improper and evil motive amounting to malice, and in conscious disregard

of plaintiff's rights.

*WHEREFORE*, Plaintiffs demand judgment jointly and severally, or, in the

alternative, individually, against the Defendants aforesaid and named herein for

compensatory and consequential damages; interest, counsel fees and costs of suit;

punitive damages; and an award of such other and further relief as the Court may

deem just, equitable, and fair on Count 2.

**COUNT 3: False light invasion of privacy**

53. Plaintiffs repeat and reiterate each and every allegation contained in the

previous Counts of the Complaint as if set forth at length herein.

54. The above-described written and oral statements placed Mr. And Ms. Hatton in a false light.

55. The import of the above-described written and oral statements would be highly offensive to a reasonable person.

56. THE BURKERT DEFENDANTS had knowledge of or acted in reckless disregard as to the falsity of the publicized matter and the false light in which Plaintiffs would be placed.

57. By reason of the actions complained of, Plaintiffs suffered damages for false light, including physical and emotional stress and disability, career, personal, and social disruption, and damage to their reputation.

58. The individual Defendants performed the above actions in scope of their employment, and acted intentionally, recklessly, or negligently in the scope of their duties or authority. As such, Defendants UNION COUNTY and BRIAN RIORDAN are liable for their actions.

59. Defendants committed the acts alleged maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive amounting to malice, and in conscious disregard of plaintiff's rights.

WHEREFORE, Plaintiffs demand judgment jointly and severally, or, in the

alternative, individually, against the Defendants aforesaid and named herein for

compensatory and consequential damages; interest, counsel fees and costs of suit; punitive damages; and an award of such other and further relief as the Court may deem just, equitable, and fair on Count 3.

**COUNT 4: Common law assault**

60. Plaintiffs repeat and reiterate each and every allegation contained in the previous Counts of the Complaint as if set forth at length herein.

61. THE BURKERT DEFENDANTS' above-specified actions were purposeful, knowing and intentional.

62. THE BURKERT DEFENDANTS' above-specified actions caused Mr. Hatton to reasonably fear harmful or offensive non-consensual contact.

63. By reason of the actions complained of, Plaintiffs suffered damages for common law assault, including physical and emotional stress and disability, career, personal, and social disruption, and damage to their reputation.

64. The individual Defendants performed the above actions in scope of their employment, and acted intentionally, recklessly, or negligently in the scope of their duties or authority. As such, Defendants UNION COUNTY and BRIAN RIORDAN are liable for their actions.

65. Defendants committed the acts alleged maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, and acted with



an improper and evil motive amounting to malice, and in conscious disregard

of plaintiff's rights.

**WHEREFORE**, Plaintiffs demand judgment jointly and severally, or, in the

alternative, individually, against the Defendants aforesaid and named herein for

compensatory and consequential damages; interest, counsel fees and costs of suit;

punitive damages; and an award of such other and further relief as the Court may

deem just, equitable, and fair on Count 4.

**COUNT 5: Negligent, reckless, or intentionally  
deficient supervision and retention**

66. Plaintiffs repeat and reiterate each and every allegation contained in the

previous Counts of the Complaint as if set forth at length herein.

67. Upon information and belief, THE BURKERT DEFENDANTS have extensive

disciplinary histories.

68. Upon information and belief, there are dangers to corrections officers at the

Union County Jail due to difficulties presented during interactions with

inmates.

69. Upon information and belief, these dangers are known to UNION COUNTY and

BRIAN RIORDAN.

70. Upon information and belief, breaches of discipline and criminal activity

increase the dangers to corrections officers from inmates.

- 71. Upon information and belief, this increase in danger is known to UNION COUNTY and BRIAN RIORDAN.
- 72. UNION COUNTY and BRIAN RIORDAN knew or had reason to know of the particular unfitness, incompetence or dangerous attributes of the BURKERT DEFENDANTS.
- 73. UNION COUNTY and BRIAN RIORDAN could and should have reasonably foreseen that failure to exercise due care in supervision of employees of THE BURKERT DEFENDANTS' attributes created a risk of harm to others, whether on or off the premises.
- 74. UNION COUNTY and BRIAN RIORDAN could and should have reasonably foreseen retention of employees of THE BURKERT DEFENDANTS' attributes created a risk of harm to others, whether on or off the premises.
- 75. UNION COUNTY and BRIAN RIORDAN, in their retention and supervision of THE BURKERT DEFENDANTS, intentionally disregarded the known danger to others in its supervision and retention of THE BURKERT DEFENDANTS, or were intentionally deficient in their supervision and retention thereof.
- 76. This negligent supervision and retention proximately caused and exacerbated Plaintiffs' damages, as above-specified.
- 77. Defendants committed the acts alleged maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, and acted with

- 82. As director, Defendant BRIAN RIORDAN has the authority to, hire, retain, and fire, and has the final say in personnel decisions.
- 81. As director, Defendant BRIAN RIORDAN is the chief supervisor of Defendant UNION COUNTY DEPARTMENT OF CORRECTIONAL SERVICES.
- 80. As director, Defendant BRIAN RIORDAN is the chief executive officer of Defendant UNION COUNTY DEPARTMENT OF CORRECTIONAL SERVICES.
- 79. Defendant BRIAN RIORDAN is director of Defendant UNION COUNTY DEPARTMENT OF CORRECTIONAL SERVICES.
- 78. Plaintiffs repeat and reiterate each and every allegation contained in the previous Counts of the Complaint as if set forth at length herein.

**COUNT 6: Violation of terms of employment**

and fair on Count 5.

and an award of such other and further relief as the Court may deem just, equitable, and consequential damages; interest, counsel fees and costs of suit; punitive damages; CORPORATIONS 1-10, and JOHN/JANE DOES 1-20 for compensatory and alternative, individually, against Defendants UNION COUNTY, BRIAN RIORDAN, ABC **WHEREFORE**, Plaintiffs demand judgment jointly and severally, or, in the of plaintiff's rights.

an improper and evil motive amounting to malice, and in conscious disregard

- 83. Defendant UNION COUNTY has policies against harassment, discipline, and workplace safety, including but not limited to Workplace Discrimination and Harassment, Policy on Workplace Violence, Disciplinary Action Manual, and Employee Handbook.
- 84. These policies are codified in locations including Defendant COUNTY OF UNION's administrative code. Upon information and belief, these policies are distributed to employees and employees are trained thereon.
- 85. These policies form part of the contract of employment.
- 86. These policies forbid the above-actions taken by THE BURKERT DEFENDANTS against Plaintiffs and mandate discipline or termination.
- 87. Defendants UNION COUNTY and BRIAN RIORAN negligently, recklessly, or intentionally failed to honor and enforce those policies.
- 88. The failure to honor and enforce those policies by Defendant UNION COUNTY and BRIAN RIORAN proximately caused and exacerbated Plaintiffs' damages, as above-specified.
- 89. Defendants committed the acts alleged maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive amounting to malice, and in conscious disregard of plaintiff's rights.

**WHEREFORE**, Plaintiffs demand judgment jointly and severally, or, in the alternative, individually, against Defendants UNION COUNTY, BRIAN RIORDAN, ABC CORPORATIONS 1-10, and JOHN/JANE DOES 1-20 for compensatory and consequential damages; interest, counsel fees and costs of suit; punitive damages; and an award of such other and further relief as the Court may deem just, equitable, and fair on Count 6.

**COUNT 7: Per quod**

- 90. Plaintiffs repeat and reiterate each and every allegation contained in the previous Counts of the Complaint as if set forth at length herein.
- 91. As a result of Defendants' wrongful actions, Ms. Hatton has lost Mr. Hatton's services, including household duties, companionship and comfort, and consortium.
- 92. The individual Defendants performed the above actions in scope of their employment, and acted intentionally, recklessly, or negligently in the scope of their duties or authority. As such, Defendants UNION COUNTY and BRIAN RIORDAN are liable for their actions.
- 93. Defendants committed the acts alleged maliciously, fraudulently, and oppressively, with the wrongful intention of injuring Plaintiff, and acted with an improper and evil motive amounting to malice, and in conscious disregard of plaintiff's rights.

**WHEREFORE**, Plaintiffs demand judgment jointly and severally, or, in the

alternative, individually, against the Defendants aforesaid and named herein for

compensatory and consequential damages; interest, counsel fees and costs of suit;

punitive damages; and an award of such other and further relief as the Court may

deem just, equitable, and fair on Count 7.

**DEMAND FOR JURY TRIAL**

In accordance with R. 1:8-1(b) and R. 4:35-1, the plaintiffs demand a trial by

jury.

**DESIGNATION OF TRIAL COUNSEL**

Matthew T. Rinaldo, Esq., is designated as Trial Counsel.

**CERTIFICATION PURSUANT TO RULE 4:5-1**

I certify that the matter in controversy is not the subject of any other action

or proceeding pending in any court or tribunal, nor is there any other action or

arbitration proceeding contemplated between the parties hereto other than the

ongoing workers compensation litigation, Gerald Hatton vs. County of Union, docket

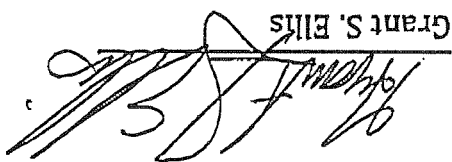
number to be assigned. Upon information and belief, there is also a related quasi-

criminal matter, State v. William Burkert, pending in the Elizabeth Municipal Court.

I further certify that at this time I know of no other parties who should be


joined in this action.

**RINALDO AND RINALDO, ESQS.**  
Attorneys for Plaintiffs

  
Grant S. Elms

Dated: January 5, 2012

Appendix XII-B1

<p><b>CIVIL CASE INFORMATION STATEMENT</b> (CIS)</p> <p>Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed</p>		
<p>FOR USE BY CLERK'S OFFICE ONLY</p> <p>PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA</p> <p>CHG/CK NO. _____</p> <p>AMOUNT: _____</p> <p>OVERPAYMENT: _____</p> <p>BATCH NUMBER: _____</p>		
<p>ATTORNEY/PRO SE NAME Grant S. Ellis</p> <p>TELEPHONE NUMBER (732) 388-9300</p> <p>COUNTY OF VENUE Union</p>		
<p>FIRM NAME (if applicable) Rinaldo and Rinaldo, Esqs.</p> <p>OFFICE ADDRESS 60 Walnut Avenue, Suite 150, Clark, New Jersey 07066</p> <p>DOCKET NUMBER (when available) 0084</p> <p>DOCUMENT TYPE Complaint and Jury Demand</p>		
<p>JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>		

<p>NAME OF PARTY (e.g., John Doe, Plaintiff) Gerald Hutton, Plaintiff and Laura Hutton, Plaintiff</p>		<p>CASE TYPE NUMBER (See reverse side for listing) 609</p>	
<p>IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>		<p>IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.</p>	
<p>RELATED CASES PENDING? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>		<p>IF YES, LIST DOCKET NUMBERS Gerald Hutton v. County of Union, workers' compensation case State v. William Burkert, Elizabeth Municipal Court case</p>	
<p>DO YOU ANTICIPATE ADDING ANY PARTIES (filing out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>		<p>NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) NONE <input type="checkbox"/> UNKNOWN <input type="checkbox"/></p>	

<p>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</p>			
<p>CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION</p>		<p>DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO</p>	
<p>IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain)</p>		<p>DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>	
<p>USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION</p>			

<p>DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>		<p>IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION</p>	
<p>WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO</p>		<p>IF YES, FOR WHAT LANGUAGE?</p>	
<p>I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).</p>			

<p>RECEIVED / FILED Superior Court of New Jersey JAN 05 2012 CIVIL CASE MANAGEMENT UNION COUNTY</p>		<p>ATTORNEY SIGNATURE: <i>[Signature]</i></p>	
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# CIVIL CASE INFORMATION STATEMENT

(CIS)

Use for initial pleadings (not motions) under Rule 4:5-1



## CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

- Track I - 150 days' discovery
  - 151 NAME CHANGE
  - 175 FORFEITURE
  - 302 TENANCY
  - 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
  - 502 BOOK ACCOUNT (debt collection matters only)
  - 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
  - 506 PIP COVERAGE
  - 510 UM or UIM CLAIM (coverage issues only)
  - 511 ACTION ON NEGOTIABLE INSTRUMENT
  - 512 LEMON LAW
  - 601 SUMMARY ACTION
  - 602 OPEN PUBLIC RECORDS ACT (summary action)
  - 999 OTHER (briefly describe nature of action)
- Track II - 300 days' discovery
  - 305 CONSTRUCTION
  - 509 EMPLOYMENT (other than CEPA or LAD)
  - 599 CONTRACT/COMMERCIAL TRANSACTION
  - 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
  - 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
  - 605 PERSONAL INJURY
  - 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
  - 621 UM or UIM CLAIM (includes bodily injury)
  - 699 TORT - OTHER
- Track III - 450 days' discovery
  - 005 CIVIL RIGHTS
  - 301 CONDEMNATION
  - 602 ASSAULT AND BATTERY
  - 604 MEDICAL MALPRACTICE
  - 606 PRODUCT LIABILITY
  - 607 PROFESSIONAL MALPRACTICE
  - 608 TOXIC TORT
  - 609 DEFAMATION
  - 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
  - 617 INVERSE CONDEMNATION
  - 618 LAW AGAINST DISCRIMINATION (LAD) CASES
- Track IV - Active Case Management by Individual Judge / 450 days' discovery
  - 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
  - 303 MT. LAUREL
  - 508 COMPLEX COMMERCIAL
  - 513 COMPLEX CONSTRUCTION
  - 514 INSURANCE FRAUD
  - 620 FALSE CLAIMS ACT
  - 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

- Centrally Managed Litigation (Track IV)
  - 280 ZELNORM
  - 285 STRYKER TRIDENT HIP IMPLANTS
  - 288 PRUDENTIAL TORT LITIGATION
  - 289 REGLAN
- Mass Tort (Track IV)
  - 248 CIBA GEIGY
  - 266 HORMONE REPLACEMENT THERAPY (HRT)
  - 271 ACUTANESOTRETINOL
  - 274 RISPERDAL/SEROQUEL/ZYPREXA
  - 278 ZOMETAREDA
  - 279 GADOLINIUM
- 290 POMPTON LAKES ENVIRONMENTAL LITIGATION
- 291 PELVIC MESH/GYNECARE
- 292 PELVIC MESH/BARD
- 293 DEPUY ASR HIP IMPLANT LITIGATION
- 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL
- 292 FOSAMAX
- 284 NUVARING
- 286 LEVAQUIN
- 287 YAZ/YASMIN/OCELLA
- 601 ASBESTOS

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category  Putative Class Action  Title 59

ELIZABETH 2 BROAD STREET UNION COUNTY CLERK'S OFFICE NJ 07207

TRACK ASSIGNMENT NOTICE COURT TELEPHONE NO. (908) 659-4817 COURT HOURS

DATE: JANUARY 06, 2012 RE: HATTON ET AL VS UNION COUNTY OF NJ ET AL DOCKET: UNN L - 000084 12

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 3.

DISCOVERY IS 450 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON WILLIAM T. WERTHEIMER

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002 AT: (908) 659-4823.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING. PLAINTIFFS MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.

ATTENTION:

ATT: MATTHEW T. RINALDO RINALDO & RINALDO 60 WALNUT AVE STE 150 CLARK NJ 07066

JUVCOXO