

EFILED: Aug 17 2017 03:03PM EDT

Transaction ID 61000373

Case No. N17C-08-164 EMD



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

WENDY LOWE,	:	
	:	
Plaintiff,	:	C.A. No.:
	:	
v.	:	
	:	TRIAL BY JURY OF
LAUREL FIRE DEPARTMENT, INC.,	:	TWELVE DEMANDED
a Delaware corporation,	:	
	:	
Defendant.	:	

COMPLAINT

Comes now the Plaintiff, Wendy Lowe, by and through undersigned counsel, with her Complaint against Defendant Laurel Fire Department, Inc. ("Laurel"), to allege as follows:

1. Plaintiff is a 53 year old adult, having been born on August 29, 1963, who is domiciled in Sussex County, Delaware.
2. Defendant Laurel is a non-stock, non-profit Delaware corporation that was first organized in 1899 and then incorporated in 1947, whose purpose is to provide fire prevention, fire suppression, rescue, and emergency medical services to the residents of Laurel and its neighboring communities.
3. At all times relevant to this litigation, both Plaintiff and her husband, Michael, have held Life membership in Laurel.

4. Plaintiff first became a member of Laurel in March of 1988, and has at various times, held the offices of Secretary, Fire Recorder, and Ambulance Captain.

5. Plaintiff's husband, Michael, first became a member of Laurel in 1980, and has at various times, held the offices of Secretary, EMS Captain, Engineer, Engine Captain, Assistant Chief, Deputy Chief, and Fire Chief. Michael is also a past-president of the Sussex County Volunteer Fire-Fighters Association.

6. Both Plaintiff and her husband, Michael, have always provided dedicated and exemplary service to Laurel and the Delaware fire service at large.

7. But in spite of her exemplary service and dedication, Plaintiff's tenure with Laurel was marred by instances of harassment including but not limited to dangerous tampering with her turnout gear,¹ removal of her turnout gear, and threats and hostile and vulgar language directed at her by male members of Laurel.

8. As a result of that harassment, Plaintiff filed suit in the United States District Court for the District of Delaware, at 1:11-CV-00689-RGA, but that case was dismissed without prejudice on January 8, 2013.

9. Plaintiff subsequently filed suit against Laurel in this court, at S13C-01-015-THG, seeking all manner of relief for which she was eligible pursuant to 19 Del.C. §1704, including but not limited to: full reinstatement of all membership

¹ The protective ensemble firefighters wear – helmet, gloves, coat, pants and boots.

rights and privileges, expungement of any record relating to all actions taken against her subsequent to and as a result of her reporting a Laurel employee for his violations of state law pertaining to timely and accurate completion of basic life support (ambulance) reports, and all costs of litigation including attorney's fees.

10. That case was dismissed by stipulation of the parties after they had resolved the issues and reduced that resolution to writing.

11. Laurel has not fulfilled the terms of that General Release and Settlement Agreement; it has not complied with ¶ 1(ii) or ¶ 18 of that Agreement which is attached hereto.

12. In addition, both Plaintiff and her husband, Michael, have been subjected to repeated harassment by Laurel members and officers because "they filed a lawsuit and received money from Laurel" in violation of the confidentiality and retaliation provisions of that Agreement. That harassment includes but is not limited to:

a) Verbal abuse and assault by Laurel employee Calvin Yelverton ("Yelverton") at a fatal motor vehicle accident scene on Route 24 and at another motor vehicle accident scene on Route 13;

b) Verbal abuse and assault by Laurel employees Yelverton, Leah Burge, Brad Taylor, Andrew Klink, and other employees and members, at several fire scenes and during several EMS responses; and

c) Verbal abuse and assault at the station by Laurel members Jeff Hill, Barry Sullivan, Timothy West, and Mark Oliphant, and Laurel employee Yelverton, and other Laurel members and employees who will be identified through discovery.

13. This harassment reached a crescendo on June 24, 2016, when Plaintiff received written notice that Laurel employee Calvin Yelverton, who had complained about Plaintiff prior to the earlier suit, had made another Complaint about her.

14. The notice Plaintiff received indicated that she had summarily been suspended from membership for conduct unbecoming a member and disregard of an order from the departmental officers.

15. That suspension was to run from July 1, 2016 through July 30, 2016.

16. Plaintiff appealed that suspension to the Laurel Board of Directors in a timely manner but the Board did not meet to consider Plaintiff's appeal of the suspension until July 11, 2016, meaning that as of that date, she had already served eleven of those 30 days of suspension.

17. The Board voted on July 11th to cut Plaintiff's suspension from 30 days to 15 days, running from July 13th through July 28, 2016.

18. Plaintiff was not given any prior notice of the charges brought against her before she was summarily suspended, nor was she afforded the opportunity to face her accuser or present evidence on her own behalf.

19. Plaintiff was eventually provided with a convoluted explanation of why she had been suspended but this was after the suspension period was over.

20. Plaintiff was then placed on “administrative leave” on November 28, 2016, apparently because she had questioned why she had been suspended and/or because of pending legal action against Laurel.

21. Plaintiff’s husband, Michael, was voted out of office as Fire Chief in December of 2016 in retaliation for Plaintiff’s complaints.

22. Plaintiff filed a complaint with the Delaware Department of Labor on or about January 27, 2017, for harassment and suspension in retaliation for her previous charges and suit against Laurel for discrimination.

23. Laurel was served a Notice of Charge of Discrimination by the Delaware Department of Labor on or about March 6, 2017.

24. On or about June 6, 2017, Plaintiff received a Final Determination and Right to Sue notice from the Delaware Department of Labor.

COUNT I – Breach of Contract

25. Paragraphs one through 24 are incorporated herein by reference.

26. Laurel has not fulfilled the terms of the 2013 General Release and Settlement Agreement attached hereto.

27. Specifically; it has not complied with ¶ 1(ii) or ¶ 18 of that Agreement.

28. Plaintiff now seeks all manner of relief available against Defendant, including punitive damages for that willful and malicious behavior.

COUNT II – Due Process

29. Paragraphs one through 29 are incorporated herein by reference.

30. The *duty* of extinguishing fires, and saving property thereupon is a public duty, and the agent to whom such authority is delegated is a public agent.

31. The functions and accomplishments of volunteer fire departments affix to their continued existence a public, *governmental* character.

32. Laurel is chartered and regulated by the state of Delaware as the exclusive provider of fire, rescue, and emergency medical services in and about the town of Laurel and the provision of fire protection, rescue, and emergency medical services is a highly regulated governmental function.

33. The extensive statutory legislation which enhances and directs the organization of volunteer fire companies demonstrates an adoption by the State and its citizenry of the governmental characteristic of volunteer fire companies and numerous legislative enactments further interweave the functioning of the government and the fire company.

34. Several statutes provide Delaware's volunteer fire companies such as Laurel with particular benefits and powers. Some of these include:

- a) Volunteer firefighters may become special fire police with full power to regulate traffic, control crowds and exercise all other police powers necessary to facilitate the fire company's work at a fire or any other emergency;

- b) Volunteer fire companies associations are exempt from vehicle title and registration fees;
- c) Fire companies are eligible for low interest state loans in order to purchase equipment; an employer may not terminate a volunteer firefighter for missing work while responding to a fire call;
- d) Firefighters are state employees for purposes of workers compensation;
- e) Fire and ambulance companies are entitled to receive a percentage of certain insurance premiums;
- f) The counties are required to make appropriations to volunteer fire and ambulance companies;
- g) Fire companies are immune “governmental entities” under the County and Municipal Tort Claims Act; and
- h) Fire companies are exempt from state and county taxes.

35. For all of the reasons set forth herein Laurel is a state actor.

36. Laurel has violated Plaintiff’s substantive and procedural due process rights; some or all of which were done willfully, maliciously and without authority and/or contrary to its own Constitution & Bylaws when:

- a) Plaintiff was subjected to disciplinary actions without benefit of a hearing before a fair and impartial tribunal;
- b) Plaintiff was subjected to disciplinary actions without benefit of notice of what those charges were or when those charges would be heard;
- c) Plaintiff was subjected to disciplinary actions without being given the opportunity to present a defense to those charges before a fair and impartial tribunal;

- d) To the extent Plaintiff was given a hearing, the Board reached a conclusion that was contrary to the weight of the evidence presented;
- e) The Board violated Plaintiff's rights of free speech and free association when it imposed an "administrative leave" upon her apparently in retaliation for raising charges of harassment and retaliation;
- f) Laurel did not impose discipline in accordance with its own bylaws; and
- g) Malice and bad faith motivated the imposition of discipline and attempted enforcement of the By-laws against Plaintiff.

37. If Laurel is found not to be a state actor and is merely a private organization, albeit one "tinged with public stature or purpose," it cannot vitiate Plaintiff's due process rights.

38. Laurel cannot discipline a member "except as a result of fair proceedings which may be provided for in organization by-laws, carried forward in an atmosphere of good faith and fair play."

39. Plaintiff has turned to the Court for relief because Laurel's decisions relating to her membership were made "contrary to natural justice, such as the member complained of not having an opportunity to explain;" because Laurel's own rules were not observed; and because the actions taken against Plaintiff were malicious and not *bona fide*.

40. In addition to the violations of her procedural due process set forth above, Laurel has also deprived Plaintiff of substantive due process.

41. The false and defamatory statements made by certain of Laurel's employees, members, and officers have severely affected Plaintiff's (and her husband Michael's) standing as members of the Sussex County community at large and most especially among their peers in the Delaware fire service community. What is unknown and unknowable is the extent of the damage done to Plaintiff's reputation by Laurel's improper and malicious purpose.

42. The willful and malicious acts by certain of Laurel's employees, members, and officers have portrayed Plaintiff (and her husband Michael) in a false light thus depriving them of their right to be left alone in violation of 42 U.S.C. §1983.

43. Laurel is liable for the acts and omissions of its employees, members, and officers per the doctrines of respondent superior and vicarious liability.

44. Plaintiff seeks all manner of relief available against Defendant, including punitive damages for this willful and malicious behavior.

COUNT III – Defamation

45. Paragraphs one through 44 are incorporated herein by reference.

46. Calvin Yelverton and certain other Laurel employees, members, and officers who will be identified through discovery have committed libel, slander and slander *per se* against both Plaintiff (and her husband Michael) by:

a) Casting aspersions upon their leadership abilities, their operational abilities, their personal matters, and their business and employment affairs to other Laurel members and non-members; and

b) Alleging that Plaintiff engaged in threatening or abusive behavior, or used obscene or inappropriate language toward an employee, member or officer of Laurel.

47. Laurel is liable for the acts and omissions of its employees, members, and officers per the doctrines of respondent superior and vicarious liability.

48. Plaintiff seeks all manner of relief available against Defendant, including punitive damages for this willful and malicious behavior.

COUNT IV – Civil Conspiracy

49. Paragraphs one through 48 are incorporated herein by reference.

50. Yelverton and other Laurel employees, members and officers who will be identified through discovery acted in “confederation or combination” to *de facto* expel Plaintiff from membership in Laurel in violation of her Constitutional rights to due process, federal law, state law and common law, and as a result thereof Wendy (and her husband Michael) have been unable to peacefully enjoy their association and contractual relationship with Laurel and each has suffered emotional distress; by conspiring to:

a) Allowing and/or encouraging baseless complaints to be filed against Plaintiff and then handling those complaints without regard to cause, notice, or due process;

b) Allowing and/or encouraging Plaintiff's own complaints of retaliation and hostile work environment to be twisted back against her by those she has accused of such behavior;

c) Placing Plaintiff's husband Michael in an untenable position as Fire Chief; and

d) As a result thereof, orchestrating his removal from that position.

51. Laurel is liable for the acts and omissions of its employees, members, and officers per the doctrines of respondent superior and vicarious liability.

52. Plaintiff seeks all manner of relief available against Defendant, including punitive damages for this willful and malicious behavior.

COUNT V – Intentional Infliction of Emotional Distress

53. Paragraphs one through 52 are incorporated herein by reference.

54. Laurel has been a major factor in Plaintiff's (and her husband Michael's) life as well as the lives of their children and grandchildren.

55. Laurel's disregard and/or encouragement of the harassment and discrimination towards Plaintiff were perpetrated to inflict emotional pain and loss upon both Wendy (and her husband Michael).

56. Laurel is liable for the acts and omissions of its employees, members, and officers per the doctrines of respondent superior and vicarious liability.

57. Plaintiff seeks all manner of relief available against Defendant, including punitive damages for this willful and malicious behavior.

WHEREFORE, Plaintiff Wendy Lowe demands judgment against Defendant Laurel Fire Department, Inc., for general, special, compensatory, and punitive damages, including an award for the costs of this action, for pre- and post-judgment interest, and for such other and further relief at this Court deems just and proper.

ELZUFON AUSTIN & MONDELL, P.A.

/s/ Gary W. Alderson
GARY W. ALDERSON – I.D #3895
300 Delaware Avenue, Ste. 1700
P.O. Box 1630
Wilmington, DE 19899-1630
(302) 428-3181
Attorney for Plaintiffs

Dated: August 17, 2017

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Transaction ID 61000373

Case No. N17C-08-164 EMD



GENERAL RELEASE AND SETTLEMENT AGREEMENT

This General Release and Settlement Agreement (the "Release and Agreement") is entered into by and between Wendy Lowe ("Lowe") and Laurel Volunteer Fire Department, Inc. (collectively with its past and present board members, officers, employees, agents, representatives, affiliates, insurers, and assigns, the "Defendants").

WHEREAS, Lowe and Defendants desire to resolve all matters related to the case styled *Wendy Lowe v. Laurel Volunteer Fire Department, Inc.* C.A. No. S13C-01-015-THG (the "Action") and any and all allegations, claims, charges, investigations, or suits.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree to the following:

1. **Consideration.** In consideration of the promises contained in this Release and Agreement, Defendants agree to provide the following consideration-

- (i) Defendants' insurer shall provide Lowe with a check for \$7,500. Defendants and/or their insurer may issue a Form 1099 to Lowe at such time as tax forms are issued;
- (ii) Laurel Volunteer Fire Department, Inc. shall pay Mr. Gary Alderson the sum of \$200 to provide, and Mr. Alderson shall provide at a mutually agreeable time as the first order of business at a regularly scheduled fire company meeting, a no more than one-hour long seminar on sexual harassment which is substantially similar to that provided by the Delaware State Fire School. Lowe and her husband, Mr. Michael Lowe, agree not to be present at the fire company when Mr. Alderson provides this course. Lowe and her husband, Mr. Michael Lowe, agree to keep confidential the fact that Mr. Alderson is their attorney, such that fire company members do not know Mr. Alderson represents or represented them.

(iii) Upon dismissal of this matter, Lowe shall immediately be released from the administrative leave that she is on pursuant to Bylaws Article I, Section 7.6.

(iv) Upon dismissal of this matter, Lowe shall immediately be reinstated to lifetime active membership with all the rights and privileges thereof with no loss of service time during the pendency of her administrative leave. Lowe shall not be reinstated hereby to any officer positions she held.

((i) through (iv), the "Settlement Amount"). This Release and Agreement is effective as of February 12, 2013. Payment for section (i) shall be made within 60 days, or within 30 days of full execution and delivery of this Release and Agreement, whichever is later. The parties agree to take effort to mutually schedule the seminar contemplated by section (ii) within six (6) months. Sections (iii) and (iv) shall be deemed satisfied immediately upon dismissal of the lawsuit. Lowe shall execute and deliver a "CMS" form with regard to Medicaid eligibility.

2. **General Release.** In exchange for the Settlement Amount, Lowe forever and irrevocably releases, discharges and holds harmless the Defendants, Republic Franklin Insurance Company, Utica Mutual Insurance Company, and any other member company of the Utica National Insurance Group, its insurers, successors, divisions, subsidiaries, affiliate entities and parents, and their owners, officers, directors, agents, attorneys (past and present), current and former employees, assignees, and legal representatives (collectively, the "Releasees") from any and all claims, debts, suits, charges, contracts, liabilities, damages, actions or causes of actions of any nature or from whatever source that she may have had against the Releasees, prior to or on the effective date of this Release and Agreement, for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Release and Agreement,

whether known or unknown, suspected or concealed, and whether presently asserted or otherwise, including but not limited to any claims that any of the Releasees:

- violated public policy or common law (including but not limited to claims for personal injury, invasion of privacy, wrongful discharge, negligent hiring, retention, or supervision, misrepresentation, defamation, intentional or negligent infliction of emotional distress, intentional interference with contract, negligence, breach of contract, breach of the covenant of good faith and fair dealing, detrimental reliance, promissory estoppel or loss of consortium); or
- discriminated against Lowe on the basis of age in violation of the Age Discrimination in Employment Act or race, national origin, religion, sex, sexual orientation or any other basis in violation of the Americans With Disabilities Act, the Rehabilitation Act, Title VII of the Civil Rights Act of 1964, the Employee Retirement Income Security Act, the Civil Rights Act of 1991, 42 U.S.C. 1981, or any other local, state, or federal law or regulations or otherwise violated any local, city, state or federal law, constitution, regulation, ordinance or executive order.
- harassed, discriminated or retaliated against Lowe on any basis in violation of any federal or state law, rule or regulation; or
- violated any federal or state law, rule or regulation through Defendants' operations; or
- engaged in any wrongful conduct, including, but not limited to retaliation, discrimination or harassment;
- made a false statement; or
- failed to provide a required notice or policy; or
- violated a federal or state whistleblower statute; or
- owe her any wages, debts or benefits of any kind; or
- breached any contractual agreement; or
- violated any provision of ERISA or its regulations; or
- defamed her; or
- engaged in any of the conduct alleged, or that could have been alleged, in the Action.

It is the specific intent and purpose of Lowe to release and discharge the Releasees from any and all claims and causes of action of any kind or nature whatever, whether known or unknown, whether specifically mentioned herein or not, which may exist or might be claimed to exist at or prior to the date hereof, and Lowe hereby expressly waives any right or claim of right to assert hereafter any cause of action or claim or demand of any kind whatsoever which may exist or might be claimed to exist as of or prior to the date of this Release and Agreement that has, through oversight or error, intentionally or unintentionally, been omitted from this Release and Agreement; provided, however, that nothing in this Release and Agreement shall be construed to waive or release any party's right to enforce any provision of this Release and Agreement. It is agreed and understood by Lowe that this release is a GENERAL RELEASE to be construed in the broadest possible manner consistent with applicable law. The releases set forth in this Release and Agreement shall extend to claims Lowe does not know or suspect to exist at the time of the releases, which if known, might have affected the decision to enter into the release. Lowe shall be deemed to waive any and all provisions, rights and benefits conferred by any law of the United States or any state or territory of the United States, or principle of common law, which governs or limits a person's release of unknown claims.

3. **Covenant Not To Sue.** A "covenant not to sue" is a legal term that means a person promises not to file a lawsuit or other legal proceeding. It is different from the releases of claims contained in paragraph 2 above. Besides waiving and releasing the claims covered by paragraph 2 above, Lowe promises never to file or prosecute any legal claim of any kind against any of the Releasees in any federal, state or municipal court, or any state, federal or municipal agency, asserting any claims that are released by this Release and Agreement. Lowe promises

not to file, initiate, report, pursue, assist, testify, or cooperate with, to the extent permitted by law, any civil or criminal prosecution, action or investigation against any of the Releasees.

Except for those provided for herein, Lowe waives any right to monetary recovery, including but not limited to compensatory or punitive damages, attorneys' fees or costs, or other rights should the EEOC, Delaware Department of Labor or any other agency, or any other person, entity or group, pursue any claim on her behalf. Lowe represents that, as of the date she signs this Release and Agreement, she has not filed or caused to be filed any claims or charges against any of the Releasees prior or subsequent to filing the Action, other than a District Court proceeding that was dismissed on or about January 8, 2013. Notwithstanding the terms of this Release and agreement to the contrary, the parties may bring a claim to enforce this Release and Agreement. Lowe specifically agrees she has not appealed, and shall not appeal, the dismissal of the District of Delaware proceeding which was dismissed on or about January 8, 2013.

4. **No Admission.** The parties agree that no provision of this Release and Agreement shall be construed as an admission of any liability, wrongdoing or violation of any applicable law, rule, regulation, order, or contract of any kind.

5. **Confidentiality.** Lowe agrees that, as a condition of this Release and Agreement, henceforth the subject matter of the Action and the terms and provisions of this Release and Agreement shall not be disclosed, discussed, publicized, published, referred to or, in any other manner communicated to or with any other person except to her attorney(s), financial planner(s), spouse, or tax advisor(s), (collectively, the "Permissible Disclosees") or as required by law or court order. If Lowe or her husband is asked about the Action or this Release and Agreement by anyone other than those listed in the preceding sentence, Lowe will state that "the matter has been confidentially resolved" and will make no other comment.

6. **Non-Disparagement.** Lowe and her husband agree not to do or say anything that portrays any of the Releasees in a negative light.

7. **Mutual Preparation of Agreement.** The Release and Agreement shall be deemed to have been mutually prepared by the parties and shall not be construed against any of them by reason of authorship.

8. **Counterparts.** This Release and Agreement may be executed in one or more counterparts, any or all of which shall constitute one and the same instrument and may be executed and transmitted by facsimile which shall be deemed the equivalent of original signatures.

9. **Binding Contract.** This Release and Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

10. **Acknowledgments.** The parties acknowledge that they are entering into this Release and Agreement voluntarily and in full settlement of all claims with the knowledge, advice and consent of counsel. Laurel Volunteer Fire Company, Inc. represents that it consents to settlement on these terms and authorizes the Republic Franklin Insurance Company, transacting as Utica National Insurance Company, to settle on the terms set forth in this Release and Agreement.

11. **Fees and Costs.** The parties to this Release and Agreement shall bear their own attorneys' fees, expenses and costs incurred up to and including the date on which this Release and Agreement is fully executed by both parties. No party shall be deemed a "prevailing party."

12. **Entire Agreement.** The undertakings set forth in this Release and Agreement constitute the entire and only consideration for this Release and Agreement. This Release and Agreement comprises the entire agreement of the parties and supersedes and cancels all previous negotiations and agreements in connection with the subject-matter of this Release and Agreement.

13. **Severability.** If any provision of this Release and Agreement or application thereof is held to be invalid, the invalidity shall not affect other provisions or applications of the Release and Agreement.

14. **Modifications.** This Release and Agreement may not be modified in any manner, except in writing signed by each of the parties hereto.

15. **Controlling Law.** This Release and Agreement is made under, and shall be governed by, construed and enforced in accordance with, the laws of Delaware.

16. **Exclusive Jurisdiction.** The parties consent to the exclusive jurisdiction of the courts of Delaware and/or the United States District Court for the District of Delaware in any action between the parties arising out of this Release and Agreement.

17. **Agreement to Dismiss the Action.** The parties acknowledge that a Stipulation of Dismissal dismissing the Action shall be filed within a reasonable amount of time after the funds contemplated in section 1(i) are paid. In the interim, a responsive pleading shall not be due.

18. **Non-Retaliation.** At a subsequent meeting of the Laurel Volunteer Fire Company shortly after dismissal of the action, there shall be an announcement substantially as follows: "The matter between Wendy Lowe and the fire company has been resolved to the satisfaction of both parties. The terms of the resolution are to remain confidential. There shall be

no retaliation of any type to be tolerated and any retaliation shall be dealt with through the disciplinary process."

IN WITNESS WHEREOF, and intending to be legally bound, the parties have signed below.

LAUREL VOLUNTEER FIRE COMPANY, INC.



Wendy Lowe

Dated: February 12, 2013



By:

Its:

MARCIA
Dated: February 12, 2013



Michael Lowe

(As to paragraphs 1(ii), 5 and 6

Minch
Dated: February 8, 2013

6117092/

EFILED: Aug 17 2017 03:03PM EDT

Transaction ID 61000373

Case No. N17C-08-164 EMD



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

WENDY LOWE,	:	
	:	
Plaintiff,	:	C.A. No.:
	:	
	:	
v.	:	
	:	
LAUREL FIRE DEPARTMENT, INC.,	:	TRIAL BY JURY OF
a Delaware corporation,	:	TWELVE DEMANDED
	:	
Defendant.	:	

PRAECIPE

TO: Prothonotary
Superior Court of the State of Delaware
500 N. King Street
Wilmington, DE 19801

PLEASE ISSUE SUMMONS and writ of the Complaint to the Sheriff of Sussex County for service upon the Defendant Laurel Volunteer Fire Department, Inc., whose Registered Agent is Laurel Fire Department, Inc., 205 W. 10th Street, Laurel, Delaware 19956

ELZUFON AUSTIN & MONDELL, P.A.

/s/ Gary W. Alderson – I.D. #3895
300 Delaware Avenue, Suite 1700
P.O. Box 1630
Wilmington, DE 19899
Attorney for Plaintiff

DATE: August 17, 2017

EFILED: Aug 17 2017 03:03PM EDT

Transaction ID 61000373

Case No. N17C-08-164 EMD



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

WENDY LOWE,	:	
	:	
Plaintiff,	:	C.A. No.:
	:	
v.	:	
	:	
	:	TRIAL BY JURY OF
LAUREL FIRE DEPARTMENT, INC.,	:	TWELVE DEMANDED
a Delaware corporation,	:	
	:	
Defendant.	:	

**THE STATE OF DELAWARE,
TO THE SHERIFF OF SUSSEX COUNTY:
YOU ARE COMMANDED:**

SUMMONS

To summon the above named defendant, so that, within 20 days after service hereof, exclusive of the day of service, defendant shall serve upon Gary W. Alderson, Esquire, plaintiff's attorney, whose address is 300 Delaware Avenue, Suite 1700, P.O. Box 1630, Wilmington, DE 19899, an answer to the complaint (and, if an affidavit of demand has been filed, an affidavit of defense).

To serve upon defendant a copy hereof and of the complaint (and of the affidavit of demand if any has been filed).

Dated: SUSAN A. HEARN
Prothonotary

Per Deputy

TO THE ABOVE NAMED DEFENDANT:

In case of your failure, within 20 days after service hereof upon you, exclusive of the day of service, to serve on plaintiff's attorney, named above, an

answer to the complaint (and, if an affidavit of demand has been filed, an affidavit of defense), and an answer to the complaint of plaintiff, judgment by default will be rendered against you for the relief demanded in the complaint (or in the affidavit of demand, if any).

SUSAN A. HEARN
PROTHONOTARY

Per Deputy

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Case No. N17C-08-164 EMD



SUPERIOR COURT CIVIL CASE INFORMATION STATEMENT (CIS)

COUNTY: N K S CIVIL ACTION NUMBER: N17C-Civil Case Code: CDEFCivil Case Type: Defamation

(See Reverse Side for Code and Type)

Caption: <u>WENDY LOWE,</u> <u>Plaintiff,</u> <u>v.</u> <u>LAUREL VOLUNTEER FIRE</u> <u>DEPARTMENT, INC.</u> <u>Defendant.</u>	Name and Status of Party Filing Document: <u>Wendy Lowe, Plaintiff.</u> Document Type: (e.g. Complaint; Answer with Counterclaim) <u>Complaint</u> Non-Arbitration _____ (Certificate of Value May Be Required) Arbitration ____ Mediation <u>X</u> Neutral Assessment ____ Defendant (Circle One) ACCEPT REJECT Jury Demand Yes <u>X</u> No ____ Track Assignment Requested (Circle One) EXPEDITED STANDARD COMPLEX
ATTORNEY NAME: ATTORNEY ID(S): <u>Gary W. Alderson – ID 3895</u> FIRM NAME: <u>Elzufon Austin & Mondell, P.A.</u> ADDRESS: <u>300 Delaware Avenue, Suite 1700</u> <u>Wilmington, DE 19801</u> TELEPHONE NUMBER: <u>(302) 428-3181</u> FAX NUMBER: <u>(302) 428-3180</u> E-MAIL ADDRESS: <u>galderson@elzufon.com</u>	IDENTIFY ANY RELATED CASES NOW PENDING IN THE SUPERIOR COURT BY CAPTION AND CIVIL ACTION NUMBER INCLUDING JUDGE'S INITIALS <hr/> EXPLAIN THE RELATIONSHIP(S): <hr/> OTHER UNUSUAL ISSUES THAT AFFECT CASE MANAGEMENT: <hr/> (IF ADDITIONAL SPACE IS NEEDED, PLEASE ATTACH PAGE)
THE PROTHONOTARY WILL NOT PROCESS THE COMPLAINT, ANSWER, OR FIRST RESPONSIVE PLEADING IN THIS MATTER FOR SERVICE UNTIL THE CASE INFORMATION STATEMENT (CIS) IS FILED. THE FAILURE TO FILE THE CIS AND HAVE THE PLEADING PROCESSED FOR SERVICE MAY RESULT IN THE DISMISSAL OF THE COMPLAINT OR MAY RESULT IN THE ANSWER OR FIRST RESPONSIVE PLEADING BEING STRICKEN.	

Revised 6/2002

TAB 2

EFiled: Sep 12 2017 02:45PM EDT

Transaction ID 61107056

Case No. N17C-08-164 EMD

Case No. N17C-08-164 EMD



IN THE SUPERIOR COURT OF THE STATE OF DELAWARE

WENDY LOWE,

:

Plaintiff,

:

C.A. No.:

v.

:

TRIAL BY JURY OF
TWELVE DEMANDED

LAUREL FIRE DEPARTMENT, INC.,
a Delaware corporation,

:

Defendant.

:

PRAECIPE

TO: Prothonotary
Superior Court of the State of Delaware
500 N. King Street
Wilmington, DE 19801

PLEASE ISSUE SUMMONS and writ of the Complaint to the Sheriff of Sussex County for service upon the Defendant Laurel Volunteer Fire Department, Inc., whose Registered Agent is Laurel Fire Department, Inc., 205 W. 10th Street, Laurel, Delaware 19956

ELZUFON AUSTIN & MONDELL, P.A.

/s/ Gary W. Alderson - I.D. #3895
300 Delaware Avenue, Suite 1700
P.O. Box 1630
Wilmington, DE 19899
Attorney for Plaintiff

DATE: August 17, 2017

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(1)writ issued
chR# 58470 30.⁰⁰

2017 AUG 25 PM 3:27

FILED
PROTHONOTARY

TAB 3

EFILED: Sep 28 2017 10:01AM EDT

Transaction ID 61172809

Case No. N17C-08-164 EMD



SUSSEX COUNTY SHERIFF'S OFFICE
SERVED SUMMONS
(SUBSTITUTE SERVICE)

Agency ELZUFON AUSTIN TARLOV & MONDELL. P.A.	Case Number N17C-08-164	
Case Name WENDY LOWE vs. LAUREL FIRE DEPARTMENT, INC	Description SER	
Type Summons	Circuit	
Return To New Castle SUPERIOR	Date Received 9/14/2017	Date expired
Party to be Served LAUREL FIRE DEPARTMENT, INC		
Last Name LAUREL FIRE DEPARTMENT, INC	First Name	Middle Name
Date of Birth	SS#	Sex
Service Address 205 WEST 10TH STREET REG AGENT: LAUREL FIRE DEPT, INC Laurel, DE 19956		
Work Name LAUREL FIRE DEPARTMENT, INC		
Home phone	Bus Phone	Work Phone
		Alt Phone
Served on: 9/25/2017		Service Fee: \$30.00

Additional Notes

Deputy served BILL HEARN, PRESIDENT at above address where he/she resides/employed and person is of legal age (at least 18 years of age).

<u>So Answered</u>	Robert T. Lee
	Sheriff
<u>Returned</u>	Martin Gordy
	Deputy Clerk
Papers Served Summons	

PROTHONOTARY
FILED
2017 SEP 27 PM 3:00