

ALGEIER WOODRUFF, P.C.  
60 Washington Street  
Morristown, NJ 07960  
(973) 539-2600  
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

JAMIE LOPEZ, ARNOLD DANIELS,  
WILLIE McKENZIE and HILBERT  
GRESHAM,

Plaintiffs,

v.

CITY OF IRVINGTON, IRVINGTON  
POLICE DEPARTMENT, ALFREDO  
ALEMAN, individually and in his capacity as  
a police officer with the City of Irvington,  
MALIK SIMS, individually and in his  
capacity as a police officer with the City of  
Irvington, CHRISTOPHER BURRELL,  
individually and in his capacity as a police  
officer with the City of Irvington, JOHN  
DOES (1-20) individually and in their  
capacities as police officers with the City of  
Irvington,

Defendants.

Civil Action No.:

**COMPLAINT AND JURY DEMAND**

**PARTIES**

1. Plaintiff, Jamie Lopez is a citizen of the United States and resides in the State of New Jersey.
2. Plaintiff, Arnold Daniels is a citizen of the United States and resides in the State of New Jersey.
3. Plaintiff, Willie McKenzie is a citizen of the United States and resides in the State of New Jersey.

4. Plaintiff, Hilbert Gresham is a citizen of the United States and resides in the State of New Jersey.

5. Defendant, City of Irvington is a body politic organized under the laws of the State of New Jersey and as such is charged with funding, supervising, administering to and otherwise responsible for the policies and procedures of the Irvington Police Department. Any action or failure to act by or on behalf of the City of Irvington, is done under color of law.

6. The Irvington Police Department is a branch of or otherwise comes under the direction and supervision and authority of the City of Irvington. The Irvington Police Department is charged with inter alia, the protection of all individuals within its jurisdiction. Any action or failure to act by the Irvington Police Department is done under color of law.

7. Alfredo Aleman is a police officer employed by the Irvington Police Department assigned to the K-9 Unit. He is sued individually and in his capacity as a law enforcement officer. He acted under color of law.

8. Malik Sims is a police officer employed by the Irvington Police Department assigned to the K-9 Unit. He is sued individually and in his capacity as a law enforcement officer. He acted under color of law.

9. Christopher Burrell is a police officer employed by the Irvington Police Department assigned to the K-9 Unit. He is sued individually and in his capacity as a law enforcement officer. He acted under color of law.

10. John Does (1-20) are various police officers employed by the City of Irvington. They are sued individually and in their capacities as police officers. They acted under color of law.

**JURISDICTION**

This action is brought pursuant to 42 U.S.C.A. Sections 1983 et seq. and the Fourth, Eighth and Fourteenth Amendments to the United States Constitution, The Constitution of the State of New Jersey and various claims under New Jersey Law. Jurisdiction is founded on 28 U.S.C.A. Section 1331 and Sections 1343 and the supplemental jurisdiction of this Court to consider claims arising under State law.

**FACTS AND FIRST CAUSE OF ACTION**

1. The City of Irvington and the Irvington Police Department finances, administers and supervises a K-9 program in conjunction with its duties and obligations to protect and serve the people of its jurisdiction.
2. This program employs the use of trained dogs designed to assist police personnel in the discharge of their duties.
3. Accordingly, there exists or should exist policies and procedures which dictate the proper use of police dogs in the investigation and apprehension of suspected felons or others who are reasonably believed to be violating the law.
4. Said policies and procedures should with particularity, describe when police dogs may be let loose on a suspected felon and also articulate when such conduct is not permissible.
5. The City of Irvington and the Irvington Police department, through its policies and procedures regarding its K-9 division should regulate and otherwise supervise said units and provide such safeguards that the utilization of the K-9 units will not result in unwarranted harm and/or abuse to suspected felons.
6. Defendant, City of Irvington and Irvington Police Department did, throughout the time set forth herein, fail to properly supervise and monitor its K-9 Unit and in particular its officer Alfredo Aleman and because of such, did allow for a pattern and practice of conduct to exist whereby various suspected felons, while in custody and control of law enforcement officers were

allowed to be set upon by defendant, Aleman and the dog under his control, "Bullet". Such actions were absent provocation and beyond the accepted protocol for the use of K-9 dogs to assist in the apprehension of suspects.

7. Such actions were so significant and so similar in nature as to indicate such a pattern and practice of accepted conduct by defendant, Aleman including the handcuffing of such suspects prior to the K-9 dogs being let loose to maul, maim and disfigure the suspects.

8. In particular, on May 2, 2004, within the City of Irvington, plaintiff, Jaime Lopez was inside a building in the City of Irvington when various Irvington Police Officers entered therein looking for Mr. Lopez.

9. While the police searched for him, plaintiff Lopez suffered a panic attack and lay on the floor advising the police as to where he was located.

10. Thereafter, defendant Alfredo Aleman rushed into the area and kicked plaintiff in the ribs and side, placed a knee in the middle of plaintiff's back, held up his left arm and yelled for the K-9 to "get" plaintiff. The dogs name was "Bullet". The dog repeatedly bit and tore into plaintiff's arm. Plaintiff lay on the ground having already acceding to the will of the police.

11. Thereafter, plaintiff was taken to a squad car where other officers were present, placed into the car and questioned about his knowledge of other criminal activities.

12. During the questioning, the defendant Aleman and other John Does did threaten to let the K-9 (Bullet) loose on Plaintiff who remained handcuffed.

13. Not being satisfied with Mr. Lopez' response, defendant Aleman released the dog into the back seat with the doors closed, and watched as the dog tore into plaintiff's body including left shoulder. Plaintiff was handcuffed at the time.

14. Plaintiff Lopez was subsequently taken to Irvington General Hospital for treatment then

to the Irvington Police Department where he remained without medical treatment. He was taken to the Essex County Correctional Facility.

15. Once plaintiff Lopez reached the Essex County Correctional Facility, his arm was so swollen that his admission was rejected. He then went to University Hospital in Newark for surgery to the left arm.

16. As a direct result of the negligence and/or intentional actions or inactions of Aleman and other John Does, including the failure to supervise and maintain Bullet, plaintiff Jaime Lopez was caused to suffer severe and permanent injury, including nerve damage to his left arm and hand.

17. Defendants actions jointly and severally did violate Plaintiff's Constitutional Rights as protected by the Fourth, Eighth and Fourteenth Amendments of the United States Constitution as well as his rights as protected under the Constitution of the State of New Jersey; in that they did utilize excessive force upon plaintiff by failing to properly supervise and control the K-9.

18. Further, defendants actions jointly and severally did commit the act of assault and battery upon defendant in that they did fail to properly supervise and control the K-9.

WHEREFORE, Plaintiffs' demand judgment against Defendants jointly and severally for:

- A. Compensatory damages;
- B. Punitive Damages;
- C. Attorney fees and litigation; costs pursuant to 42 U.S.C. Section 1988, N.J.S.A. and all other applicable fee shifting authority.

### **SECOND CAUSE OF ACTION**

19. Plaintiffs repeat each and every allegation in Paragraph 1 through 18 as if set forth at length herein.

20. On or about August 24, 2005, plaintiff Willie McKenzie was atop a roof in the City of Irvington hiding from police officers.

21. During the process, he was advised to come down from the roof. He replied that he was unarmed and that no one should shoot him and that he would come down.
22. While he came down, he noticed a K-9 in the area causing him great concern. He feared the dog. He requested that the dog not be turned loosed on him.
23. Defendants Burrell and Sims advised plaintiff he would be “okay” and to continue to come down.
24. When plaintiff reached the ground, he was immediately handcuffed. Plaintiff was told that he had made the police chase him. He was then told by defendant Aleman to “meet Bullet” (his K-9); whereupon he was set upon by the dog who proceeded to rip at his left calf and left thigh and arm, right forearm and head. All of the while, plaintiff was in custody and handcuffed.
25. Defendant Aleman’s failure to properly control Bullet and/or to take such actions as to intentionally cause the K-9 to bite and tear at a handcuffed plaintiff and violate plaintiff’s Constitutional Rights pursuant to the Fourth Amendment of the United States Constitution of the State of New Jersey.
26. Also, defendant Aleman struck plaintiff in the head with a blunt object causing severe bleeding.
27. Defendant Burrell and Sims were present during such actions and did fail to take such actions to stop defendant Aleman and/or to intercede to stop the dog from attacking plaintiff.
28. Plaintiff was taken to Irvington General for x-rays where he was sutured in the arm and head.
29. Such actions and failure to act did result in an assault and battery upon plaintiff, McKenzie resulting in injuries to plaintiff.

WHEREFORE, Plaintiffs’ demand judgment against Defendants jointly and severally for:

- A. Compensatory damages;
- B. Punitive Damages;
- C. Attorney fees and litigation ; costs pursuant to 42 U.S.C. Section 1988, N.J.S.A. and all other applicable fee shifting authority.

### **THIRD CAUSE OF ACTION**

30. Plaintiffs repeat each and every allegation in Paragraph 1 through 29 as if set forth at length herein.

31. On or about August 25, 2005, plaintiff Hilbert Gresham was walking in the area of 18<sup>th</sup> Avenue and Myrtle in the City of Irvington. Plaintiff had outstanding criminal warrants against him and was aware of same.

32. As plaintiff turned the street corner, he observed police officers. Plaintiff ran and was chased by the officers (John Does).

33. Plaintiff was caught by the defendants and handcuffed. Immediately thereafter, he was attacked by a K-9 dog, Bullet who ripped and tore at his lower left leg. Defendant Aleman allowed the dog to take such actions which were unprovoked and unjustified.

34. Thereafter, plaintiff was taken to Irvington General for x-rays and suturing.

35. Defendants actions jointly and severally did violate Hilbert Gresham's Constitutional Rights as protected by the Fourth, Eighth and Fourteenth Amendments of the United States Constitution as well as his rights as protected under the Constitution of the State of New Jersey; in that they did utilize excessive force upon plaintiff by failing to properly supervise and control the K-9.

36. Further, defendants actions jointly and severally did commit the act of assault and battery upon defendant in that they did fail to properly supervise and control the K-9.

WHEREFORE, Plaintiffs' demand judgment against Defendants jointly and severally for:

- A. Compensatory damages;
- B. Punitive Damages;
- C. Attorney fees and litigation; costs pursuant to 42 U.S.C. Section 1988, N.J.S.A. and all other applicable fee shifting authority.

#### **FOURTH CAUSE OF ACTION**

37. Plaintiffs repeat each and every allegation in Paragraph 1 through 36 as if set forth at length herein.

38. On or about June 29, 2005 at approximately 6:15 a.m., plaintiff, Arnold Daniels was in the attic of the house which he thought was abandoned, located in Irvington, New Jersey.

39. Police arrived at the house and announced that he should exit the house or a K-9 dog would be sent in to the house after him. Plaintiff announced repeatedly that he was coming out.

40. Plaintiff announced he was coming out with "his hands up."

41. As plaintiff Daniels got down to the second floor, he observed defendant, Aleman and the K-9 dog ascending the stairs. Plaintiff, in fear of the dog, got on top of a wooden handrail to stay away from the dog.

42. Plaintiff was pulled off the rail by Aleman and thrown to the ground and bitten twice by the dog, once in the buttocks and once in the right hip. He then fell to the ground where defendant officer picked him up and slammed him against the wall and threw him onto the bathroom floor. He placed his knee on the back of plaintiff's neck and asked to see plaintiff's hands.

43. At this time, defendant Aleman told the dog (Bullet) to get plaintiff. The K-9 then bit plaintiff on both legs. Aleman was on top of plaintiff in control of plaintiff. Plaintiff's hands were out in front of him on the ground. He was not a threat.

44. At this time, other Irvington Police Officers were downstairs. No one came to plaintiff's aid. Said John Does failed to protect plaintiff, Daniels against the use of unjustified and unnecessary force.

45. The K-9 proceeded to rip and tear at plaintiff's legs.

46. Thereafter, plaintiff was handcuffed on the ground and the dog still bit at plaintiff. Defendant stood up with both feet on plaintiff's back and walked down his back.

47. Plaintiff was taken to the police car in handcuffs and was punched by a black male Officer (John Doe).

48. Plaintiff was taken to Irvington General Hospital when pictures of his legs were taken by the K-9 officer, Aleman.

49. Defendants actions jointly and severally did violate Arnold Daniel's Constitutional Rights as protected by the Fourth, Eighth and Fourteenth Amendments of the United States Constitution as well as his rights as protected under the Constitution of the State of New Jersey; in that they did utilize excessive force upon plaintiff by failing to properly supervise and control the K-9.

50. Further, defendants actions jointly and severally did commit the act of assault and battery upon plaintiff in that they did fail to properly supervise and control the K-9.

51. The City of Irvington and the Irvington Police Department knew or should have known that its K-9 Unit, in particular, defendant Aleman or other officers within the unit were violating established policies and procedures in their use of the K-9 in making arrests and causing unwarranted harm to said individuals in particular, those plaintiffs named herein.

52. This failure to supervise said officers did result in a pattern and practice of conduct where

officer Aleman, would take suspects into custody and control including handcuffing them, and allow the K-9 (Bullet) in his control, to attack individuals while they were in such custody and not of harm to the officer, his dog, or any one near them.

53. Aleman did, by practice, allow the K-9, under his control, to attack suspects (plaintiffs), while said suspects were handcuffed and under his control.

54. Defendant City of Irvington and the Irvington Police Department by failure to properly supervise the K-9 units and Aleman in particular, did ultimately result in the injuries sustained by all plaintiff's as noted above. All of which are in violation of the Constitutional provisions as set forth above.

55. In addition, the individually named defendants, including John Does and the City of Irvington and Police Department, did fail to provide proper medical treatment to the individual plaintiffs as set forth herein. All of which was in violation of the Constitutional provisions as set forth above.

WHEREFORE, Plaintiffs' demand judgment against Defendants jointly and severally for:

- C. Compensatory damages;
- D. Punitive Damages;
- E. Attorney fees and litigation; costs pursuant to 42 U.S.C. Section 1988, N.J.S.A. and all other applicable fee shifting authority;

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues of the within Complaint.

Dated: November 2, 2005

\_\_\_\_\_  
ROBERT B. WOODRUFF

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

JAMIE LOPEZ, ARNOLD DANIELS, WILLIE :  
McKENZIE and HILBERT GRESHAM, :

Plaintiffs, :

vs. :

Civil Action No.: 05-5323 (JAG)

CITY OF IRVINGTON, IRVINGTON POLICE :  
DEPARTMENT, ALFREDO ALEMAN, :  
individually and in his capacity as a Police Officer :  
in the City of Irvington, MALIK SIMS, individually :  
and in this capacity as a Police Officer with the City :  
of Irvington, CHRISTOPHER BURRELL, :  
individually and in his capacity as a Police Office :  
with the City of Irvington, John Does (1-20) :  
individually and in their capacity as Police Officers :  
with the City of Irvington, :

**CERTIFICATION OF LOUIS W.  
CHILDRESS, JR. IN OPPOSITION  
TO COMPEL SETTLEMENT**

Defendants. :

I, LOUIS W. CHILDRESS, JR., hereby certifies as follows:

1. I am an attorney at law of the state of New Jersey and a member of the firm of Childress & Jackson, LLC. I am admitted to practice law before the United States District Court for the District of New Jersey.

2. I represent the defendants in the above captioned matter and I am fully familiar with the facts of this case.

3. This Certification responds to plaintiffs' attorney's Certification.

4. On March 4, 2008 this matter was settled while in Court for \$115,000.00 subject to Municipal Council approval.

5. On March 5, and March 7, 2008 plaintiffs' attorney forwarded Releases to the undersigned.

6. On March 7, 2008 I informed plaintiff's attorney that Child Judgment Support Searches for each plaintiff were required by the State of New Jersey.

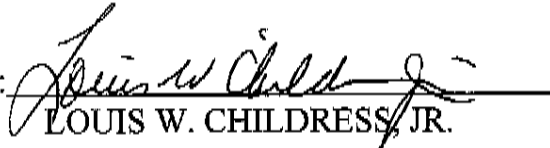
7. On March 25, 2008 the Child Support Judgements were forwarded to my office.

8. On May 6, 2008 the Municipal Council approved the settlement.

9. The settlement check is expected to be issued in a short while.

I hereby certify that the foregoing statements is true. I realize that if said statements are wilfully false I am subject to punishment.

CHILDRESS & JACKSON, LLC  
Attorneys for Defendant, Aetna Health, Inc.

BY:   
LOUIS W. CHILDRESS, JR.

DATED: May 7, 2008

ALGEIER WOODRUFF, P.C.  
60 Washington Street  
Morristown, NJ 07960  
(973) 539-2600  
Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

GEORGE EGOAVIL,

Plaintiff,

v.

CITY OF IRVINGTON, IRVINGTON  
POLICE DEPARTMENT, STEVEN  
WOODARD, individually and in his capacity  
as a police officer with the City of Irvington,  
JOHN DOES (1-20) individually and in their  
capacities as police officers with the City of  
Irvington,

Defendants.

Civil Action No.:

**COMPLAINT AND JURY DEMAND**

**PARTIES**

1. Plaintiff, George Egoavil is a citizen of the United States and resides in the State of New Jersey.
2. Defendant, City of Irvington is a body politic organized under the laws of the State of New Jersey and as such is charged with funding, supervising, administering to and otherwise responsible for the policies and procedures of the Irvington Police Department. Any action or failure to act by or on behalf of the City of Irvington is done under color of law.
3. The Irvington Police Department is a branch of or otherwise comes under the direction and supervision and authority of the City of Irvington. The Irvington Police Department is charged with inter alia, the protection of all individuals within its jurisdiction. Any action or failure to act by the Irvington Police Department is done under color of law.
4. Steven Woodard is a police officer employed by the Irvington Police Department

assigned to the K-9 Unit. He is sued individually and in his capacity as a law enforcement officer. He acted under color of law.

5. John Does (1-20) are various police officers employed by the City of Irvington. They are sued individually and in their capacities as police officers. They acted under color of law.

### **JURISDICTION**

This action is brought pursuant to 42 U.S.C.A. Sections 1983 et seq. and the Fourth and Fourteenth Amendments to the United States Constitution, The Constitution of the State of New Jersey and various claims under New Jersey Law. Jurisdiction is founded on 28 U.S.C.A. Section 1331 and Sections 1343 and the supplemental jurisdiction of this Court to consider claims arising under State law.

### **FACTS AND FIRST CAUSE OF ACTION**

1. The City of Irvington and the Irvington Police Department finances, administers and supervises a K-9 program in conjunction with its duties and obligations to protect and serve the people of its jurisdiction.
2. This program employs the use of trained dogs designed to assist police personnel in the discharge of their duties.
3. Accordingly, there exists or should exist policies and procedures which dictate the proper use of police dogs in the investigation and apprehension of suspected felons or others who are reasonably believed to be violating the law.
4. Said policies and procedures should, with particularity, describe when police dogs may be let loose on a suspected felon and also articulate when such conduct is not permissible.
5. The City of Irvington and the Irvington Police department, through its policies and procedures regarding its K-9 division should regulate and otherwise supervise said units and provide such safeguards that the utilization of the K-9 units will not result in unwarranted harm and/or abuse to suspected felons.

6. Defendant, City of Irvington and Irvington Police Department did, throughout the time set forth herein, fail in its duty to properly supervise and monitor its K-9 Unit and in particular its officer Steven Woodard and because of such, did allow for a pattern and practice of conduct to exist whereby various suspected felons, while in custody and control of law enforcement officers were allowed to be set upon by defendant, Woodard and the K-9 dog under his control, "Apollo". Such actions were absent provocation and beyond the accepted protocol for the use of K-9 dogs to assist in the apprehension of suspects. Such failure to supervise, monitor or have proper procedures in place did proximately cause plaintiff's injuries.

7. On or about February 2, 2006, Plaintiff was in a dwelling located in the City of Irvington.

8. On or about the same time defendant Woodard with K-9 Apollo appeared at the location for the purposes of arresting plaintiff.

9. While at the location, defendant, Woodard did effectuate an arrest of plaintiff and in doing so pushed plaintiff to his knees and handcuffed plaintiff with his arms behind his back. He was then pushed onto his stomach with his hands cuffed behind his back.

10. All the while Apollo, the K-9 dog remained near the plaintiff barking. This continued even while plaintiff was on his stomach, handcuffed and not a threat to Woodard, the dog or any other person or property.

11. At no time did defendant, Woodard cause the K-9 to leave the area or back away from plaintiff even though plaintiff was in the custody and control of defendant Woodard and not in to danger to Woodard, the K-9 or any other individual or property.

12. While plaintiff was on his stomach and under the control of Woodard the K-9 did squat directly in front of plaintiff, barking at him. During this time defendant Woodard exercised no physical restraint or control on the dog or cause the dog to remove itself or be removed from the area directly in front of plaintiff.

13. Defendant Woodard did have a duty to control the K-9 and not allow the dog to be in a position to harm plaintiff who was otherwise not a threat to anyone in the dwelling.

14. While plaintiff was on his stomach the K-9 did repeatedly bite at the face of plaintiff which was directly in front of the dog's jaws.

15. The dog ripped at plaintiff's face as he lay on his stomach, hand cuffed and unable to defend himself from the attack.

16. Defendant, Woodard, knowing that the dog was not needed to subdue plaintiff, since he was under his control and custody; nevertheless, knowingly allowed the K-9 to attack plaintiff and/or knowingly allowed the dog to remain in a position where it was likely that he would attack plaintiff and did otherwise fail to properly care for and protect plaintiff who was now in his complete custody and control.

17. Defendant, Woodard as the individual responsible for the behavior of the K-9 is responsible for the exercise of such unlawful force as evidenced by the actions of the dog.

18. As a direct and proximate result of said actions by Woodard, the K-9 and the City and Police Department as previously noted and the plaintiff was caused to suffer severe and permanent injuries to his facial area and arms and wrist, all of which required hospitalization and will leave plaintiff permanently scarred

19. Defendants actions jointly and severally did violate Plaintiff's Constitutional Rights as protected by the Fourth and Fourteenth Amendments of the United States Constitution as well as his rights as protected under the Constitution of the State of New Jersey; in that they did utilize excessive force upon plaintiff by failing to properly supervise and control the K-9.

20. Further defendant's actions jointly and severally did commit the act of assault and battery upon defendant in that they did fail to properly supervise and control the K-9.

WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally for:

- A. Compensatory damages;
- B. Punitive Damages;

- C. Attorney fees and litigation; costs pursuant to 42 U.S.C. Section 1988, N.J.S.A. and all other applicable fee shifting authority.

**SECOND CAUSE OF ACTION**

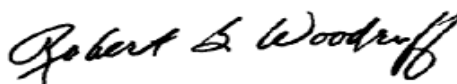
21. Plaintiffs repeat each and every allegation in Paragraph 1 through 20 as if set forth at length herein.
22. Defendant Woodard's action constitute an act of assault and battery upon plaintiff and because of such, plaintiff has caused to suffer severe and permanent injuries to his facial area and arm and wrists.

WHEREFORE, Plaintiff demands judgment against Defendant jointly and severally for:

- D. Compensatory damages;  
E. Punitive Damages;  
F. Attorney fees and litigation; costs pursuant to 42 U.S.C. Section 1988, N.J.S.A. and all other applicable fee shifting authority.

**JURY DEMAND**

Plaintiff demands a trial by jury on all issues of the within Complaint.



/s/ Robert B. Woodruff \_\_\_\_\_  
ROBERT B. WOODRUFF

Dated: April 19, 2006

R E L E A S E

This Release, dated this 27<sup>th</sup> day of April, 2009, is given by the Releasor(s), GEORGE EGOAVIL, referred to as "I", to the CITY OF IRVINGTON, IRVINGTON POLICE DEPARTMENT, STEVEN WOODARD, individually and in his capacity as a police officer with the City of Irvington, JOHN DOES (1-20) individually and in their capacities as police officers with the City of Irvington, referred to as "You".

I. Release: As the named Plaintiff in the above matter, I release and give up any and all claims and rights, which I may have against you. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to any claims resulting from anything, which has happened up to now. I specifically release the following claims, as set forth in the above referenced lawsuit:

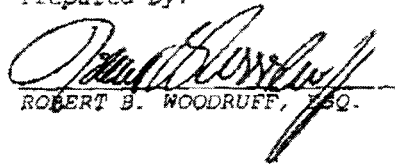
Any and all claims present and future arising out of an incident which occurred on or about February 2, 2006, which resulted in a lawsuit entitled George Egoavil vs. City of Irvington, et als., filed in the United States Federal District Court for the District of New Jersey and bearing Civil Action Case No. 2:06-cv-01869.

2. Payment: I have been paid a total of \$15,000.00, as set forth above and distributed by the law firm of Algeier Woodruff, P.C., which includes payment of any and all counsel fees accruing on my behalf in this matter. Plaintiff will pay any and all outstanding medical bills or other claims that may constitute a lien on the settlement proceeds, any workers' compensation liens, any liens by any healthcare provider, or any other similar claims. Any payments made by or on behalf of any defendants shall not be deemed an admission of any liability by said defendants, either individually or in their official capacity.


3. Who is Bound: I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executors of my estate, are also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

4. Signatures: I understand and agree to the terms of this Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

Prepared By:

  
ROBERT B. WOODRUFF, ESQ.

Witnessed or Attested by:

  
ROBERT B. WOODRUFF

  
GEORGE EGOAVIL

STATE OF NEW JERSEY:


ss:

COUNTY OF

I CERTIFY that on April 27<sup>th</sup>, 2009, GEORGE EGOAVIL, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one person):

- a. is named in and personally signed this document; and
- b. signed, sealed and delivered this document as his or her act and deed.

Sworn to before me this 27 day of April, 2009

  
Notary Public of the  
State of New Jersey  
