

court testimony, and performed other acts under color of law, and outside their official and legal capacity in order to punish plaintiff for his criticism of the Mount Olive Township Police Department and to send a message to others not to do the same.

Jurisdiction and Venue

2. This court has jurisdiction of this action under 42 U.S.C. §1983, 28 U.S.C. §1331, 28 U.S.C. §1343 and 28 U.S.C. §1367.

3. Venue is properly laid in the District of New Jersey because defendants are all residents of the State of New Jersey.

Parties

4. Plaintiff is an individual and a resident of the State of New Jersey.

5. Defendant Michael Pocquat (“Pocquat”) was, at all times relevant to this lawsuit, employed by the defendant Mount Olive Township (“Mount Olive”) as a member of its Police Department.

6. Defendant Richard DeLaRoche (“DeLaRoche”) was, at all times relevant to this lawsuit, employed by Mount Olive as its Mayor.

7. In his capacity as Mayor of Mount Olive, DeLaRoche was a final policymaker on behalf of Mount Olive with respect to his acts and decisions complained of herein.

8. Defendant Edward Katona, Jr. (“Katona”) was, at all times relevant to this lawsuit, employed by Mount Olive as its Chief of Police.

9. In his capacity as Chief of Police, Katona was a final policymaker on behalf of Mount Olive with respect to his acts and decisions complained of herein.

10. Defendant Mount Olive is a municipal corporation formed under the laws of the State of New Jersey.

11. Brian Mason (“Mason”) was, at all times relevant to this lawsuit, employed by Mount Olive as its Prosecuting Attorney.

12. In his capacity as Prosecuting Attorney, Mason was a final policymaker on behalf of Mount Olive with respect to his acts and decisions complained of herein.

Facts

13. On Sunday, August 4th, 2002, the plaintiff responded to an accident sustained by his elderly aunt, who had fallen down concrete stairs and broken her hip. Plaintiff’s aunt was transported from her home to the hospital by ambulance. Plaintiff set out for the hospital in his automobile in order to assist with paperwork, give blood if required, and provide emotional support for his aunt.

14. To reach the hospital, plaintiff was traveling on State Highway 46. At about one o’clock in the afternoon, plaintiff was forced to a complete dead stop by traffic. After a full stop for a few minutes and slowly moving forward, plaintiff noticed

a police roadblock as the source of the delay. Orange cones were placed in such a manner as to force traffic from two lanes of 55 MPH traffic into one lane, whereby each vehicle was forced to a full stop for police inspection. Where plaintiff was first stopped, there was a line of cars at least 950 feet in length of bumper to bumper traffic behind the roadblock, creating a delay of approximately 8 minutes. Police instructed each vehicle to move to an inspection staging area and to stop completely. Pursuant to these roadblocks, which plaintiff had experienced on previous occasions, police officers visually searched through the windows into the interior of the stopped cars for contraband and any possible criminal or motor vehicle violations while stopped at the roadblock.

15. Plaintiff believed (correctly) that the roadblock was unconstitutional. Frustrated and annoyed that his aunt's ambulance would have been delayed in its trip to the hospital by the unconstitutional police roadblock, plaintiff stopped at a pay phone to call the Mount Olive Township police department and express his displeasure with and opposition to its unwarranted and illegal activity. Plaintiff found himself without change to make a phone call, and he therefore dialed 911 to reach the Mount Olive Police Department.

16. In his phone call to the Mount Olive Police Department, plaintiff criticized the police for having the roadblock and asked the operator whether they lived in a Nazi state. In doing so, plaintiff used foul and offensive language.

17. Plaintiff's criticism of Mount Olive's roadblock was an exercise of his First Amendment right to redress grievances and to engage in free speech.

18. The Mount Olive police immediately traced plaintiff's call and tracked him down on the way to the hospital. Mount Olive police seized plaintiff and forced him back to the site of the roadblock in order to have their supervisor (Pocquat) speak to him. Plaintiff was informed that he was not arrested, but his free movement was impeded. Plaintiff thusly detained, Pocquat lectured him about the need for the roadblock to search for terrorists because of events surrounding the 9/11 attack on the World Trade Center. Plaintiff's detention lasted approximately twenty minutes, during which time plaintiff was involuntarily subjected to a lecture on the virtues of the roadblock. At no time did Pocquat state that plaintiff had violated any law when dialing 911 or cite any harassment of his police department, but he repeatedly stated his displeasure that plaintiff had referred to his officers as "Nazis." Eventually Pocquat released plaintiff and allowed him to continue to the hospital.

19. Upon information and belief, at some time between August 4 and August 27, 2002, Pocquat decided to initiate institute a criminal prosecution against the plaintiff based on plaintiff's phone call to the Mount Olive Police Department. Pocquat's decision was motivated by his displeasure and disagreement with the content of plaintiff's phone call, specifically plaintiff's criticism of the roadblock and his indirect suggestion that the Mount Olive Police Department were "Nazis."

20. Upon information and belief, as discussed more fully below, Pocquat's decision was made in conjunction with the other individual defendants and Mason, or the other individual defendants and Mason subsequently joined in with and ratified Pocquat's decision.

21. Approximately three weeks later, Pocquat began calling members of plaintiff's family stating that he was trying to locate where plaintiff lived, even though Mount Olive police had written down plaintiff's full name and address at the time of the roadblock incident and knew exactly where he lived.

22. On the evening of August 27, 2002 at approximately 10 PM, Pocquat sent a police officer to the home of plaintiff's elderly mother. The officer demanded to know plaintiff's home address. He refused to state his reason but told her that the police had her home under surveillance in their search for plaintiff. He also stated that "he [plaintiff] is in a lot of trouble." These actions served no legitimate purpose but were designed to terrorize plaintiff's mother. Upon information and belief, the Mount Olive Police Department failed to recognize the irony in using Nazi-like tactics out of indignation at being called Nazis.

23. Later that same evening, plaintiff was served with a Notice to Appear / Complaint / Summons originated by Pocquat. The notice was delivered to plaintiff at his home at approximately 10:15 PM. It was signed and dated by Pocquat earlier that day, and it contained the full and accurate home address for plaintiff, thereby demonstrating that the Mount Olive Police had plaintiff's correct home address all along and had no need to be harassing his mother late at night.

24. This late night harassment of plaintiff's mother evidences malice on the part of Pocquat and those acting in concert with him.

25. In the complaint that he made against plaintiff. Pocquat alleged that plaintiff “knowingly placed a 911 call knowing no emergency existed and using offensive language to convey his dissatisfaction with Mt. Olive.” The complaint cited Section 2C:33-3(e) of the New Jersey Statutes as the basis for the criminal charge. That statute makes it a 4th Degree Felony to place a 911 call without the purpose of reporting the need for 911 service.

26. Because plaintiff was charged with a felony, he could not be tried in the Mount Olive Municipal Court. Nevertheless, plaintiff was summoned to appear in that Court on September 9, 2002 to answer the complaint. Thereafter, the individual defendants and Mason attempted to prosecute plaintiff on the felony charge. Eventually, however, the Mount Olive Municipal Court referred the charge to the Morris County Prosecuting Attorney, who declined to prosecute the felony. On July 22, 2003, the Morris County Prosecuting Attorney downgraded the charge to a violation of Section 2C:33-4A of the New Jersey Statutes and referred it back to the Mount Olive Municipal Court for disposition.

27. Section 2C:33-4A of the New Jersey Statutes provides in relevant part that:

Except as provided in subsection e., a person commits a petty disorderly persons offense if, with purpose to harass another, he:

a. Makes, or causes to be made, a communication or communications anonymously or at extremely inconvenient hours, or in offensively coarse language, or any other manner likely to cause annoyance or alarm;

28. Although not expressly provided by statute, the New Jersey Supreme Court in a 1997 decision held that the intent to harass was an integral part to proving a violation of Section 2C:33-4A.

29. More importantly, the right to criticize the government is the most protected form of free speech. As a matter of law, it was constitutionally impossible for plaintiff's single phone call placed to a municipal police department, that lasted well under a minute, which expressed anger over a specific act of the police department, and which contained no threats, no fighting words, and no personal attacks aimed at any person in his or her individual capacity, to constitute illegal harassment.

30. Plaintiff's right to criticize government, in particular, the Mount Olive Police Department, was clearly established long before the events giving rise to this lawsuit. Each defendant herein, and Mason, were actually aware of plaintiff's such right. Nevertheless, each defendant herein, and Mason, intentionally and maliciously subjected plaintiff to a criminal prosecution for the exercise of that right, in order to retaliate against him for having done so.

31. Defendants' prosecution of plaintiff for violation of Section 2C:33-4A of the New Jersey Statutes was utterly without probable cause.

32. Defendants acted with malice in the prosecution of plaintiff for violation of Section 2C:33-4A of the New Jersey Statutes.

33. Plaintiff was tried before the Mount Olive Municipal Court on March 29, 2004. At the trial, Pocquat perjured himself. Two additional members of the Mount

Olive police department also gave perjured testimony. Upon information and belief, Pocquat suborned their perjury. After trial, plaintiff was found guilty by Municipal Judge Philip J. Maenza (“Maenza”).

34. Upon information and belief, the realities of Municipal Court practice being what they are, Maenza was given to understand by the individual defendants, and Mason, that the prosecution of plaintiff was “personal.” The exact mode of such communication is presently unknown to the plaintiff, but it may be inferred from the circumstances. Maenza was given to understand that it was a matter of the highest importance to the individual defendants, for personal rather than governmental purposes, that plaintiff be convicted and punished. Maenza willingly accommodated the individual defendants. He convicted plaintiff and sentenced him to the maximum fine of \$1,000 together with the maximum jail sentence of 30 days.

35. That defendants’ malice was channeled through Maenza is aptly demonstrated by the fact that Maenza refused to defer plaintiff’s sentence for a short time, notwithstanding the fact that plaintiff’s former wife was undergoing cancer surgery, leaving plaintiff to care for their minor children.

36. Maenza ordered plaintiff to be incarcerated immediately, and he was imprisoned in the Morris County Correctional Facility from March 29, 2004 until March 31, 2004, when plaintiff was able to obtain a stay of sentence.

37. On April 14, 2005, plaintiff’s conviction was reversed by Superior Court of New Jersey Appellate Division. That court held that the charges against

plaintiff were insufficient as a matter of law, and it ordered that all charges against plaintiff be dismissed.

38. The illegal prosecution of plaintiff was conducted by, or at the very least, knowingly ratified by, final policymakers of Mount Olive.

39. Mason was a final policymaker of Mount Olive. As prosecuting attorney, he was charged with making policy regarding the prosecution of crimes and offenses. Mason had been Mount Olive's prosecuting attorney since 1991. By virtue of his long experience working with Mount Olive's police department and its members, Mason understood perfectly well that Pocquat's prosecution of plaintiff was in retaliation for plaintiff's stinging criticism of the Mount Olive police department. As an experienced prosecutor, it was inconceivable that Mason was unaware of the constitutional prohibition against such a prosecution. Mason acquiesced in the prosecution of plaintiff, because he had instituted the policy of abdicating his prosecutorial discretion and deferring to the wishes, demands and desires of the Mount Olive police department and its members, even when those wishes, demands and desires violated the constitutional rights of individuals.

40. As then Chief of Police, Katona is a final policy maker of Mount Olive. Katona was actively involved in the prosecution of plaintiff. Among other things, plaintiff served discovery requests upon Katona, and plaintiff instituted a civil OPRA proceeding against Mount Olive in Superior Court in order to obtain 911 records from the Mount Olive police department. Upon information and belief, Katona provided false information to Mason concerning the existence of Mount Olive records

and participated in Mount Olive's attempt to prevent plaintiff from obtaining information necessary and helpful to his defense. The prosecution of plaintiff and his accompanying Superior Court lawsuit were the subject of a number of newspaper articles, and, according to Mason, was expensive to Mount Olive. Given the small size of Mount Olive's police department, it was inconceivable that Pocquat could institute and maintain for several years an expensive, high profile prosecution of an individual over a petty spat without the active acquiescence and ratification of Katona.

41. At the time of the events giving rise to this lawsuit, Katona had been a member of Mount Olive's police department for over 20 years. He also held at least one bachelor's degree in the administration of law enforcement. By virtue of his training, experience and education, Katona knew that the prosecution of an individual for criticizing the actions of the police department was unconstitutional.

42. As then Mayor of Mount Olive, DeLaRoche was a final policymaker of Mount Olive. DeLaRoche was fully aware of the prosecution of plaintiff because of the publicity that it had generated and because Mount Olive was sued by plaintiff in Superior Court. Furthermore, plaintiff wrote to DeLaRoche before his trial, complaining of his illegal prosecution and requesting that DeLaRoche exercise his authority as Mayor to stop the violation of plaintiff's constitutional rights. By virtue of the foregoing, DeLaRoche ratified the illegal prosecution of plaintiff for the exercise of his first amendment rights.

1st Claim

43. By virtue of the foregoing acts, defendants have violated plaintiff's rights under 42 U.S.C. §1983, as a result of which plaintiff has been damaged.

44. Among other things, defendants violated plaintiff's rights under the 1st amendment to the exercise of his free speech without fear of governmental prosecution.

45. In addition, defendants' violated plaintiff's rights under the 4th amendment not to be "seized" in connection with an unlawful and baseless criminal prosecution.

2nd Claim

46. By virtue of the foregoing acts, defendants have violated plaintiff's rights under Section 10:6-2 of the New Jersey Statutes (the New Jersey Civil Rights Act), as a result of which plaintiff has been damaged.

WHEREFORE, plaintiff demands judgment against defendants for all relief provided by law, including without limitation:

- a) Awarding plaintiff a money judgment for his damages, including but not limited to economic damages, shame, humiliation, embarrassment, violation of civil rights and mental distress;
- b) Imposing civil penalties and similar relief as provided by law;

c) Awarding punitive damages, the costs of this lawsuit, interest and a statutory attorney's fee, as provided by law; and

c) Granting such further and additional relief as the Court deems just and appropriate under the circumstances.

Dated: August 29, 2008

FISHER FALLON, P.C
Attorneys for Plaintiff
William P. Duncan, Jr.
517 Passaic Avenue
Spring Lake, New Jersey 07762
(732) 449-2177

By: /s/ Edward P. Kelly
Edward P. Kelly, Esq. (EPK 4213)

MICHAEL G. O'NEILL
Attorney for Plaintiff
William P. Duncan, Jr.
30 Vesey Street, Third Floor
New York, New York 10007
(212) 581-0990

JURY DEMAND

Plaintiff demands trial by jury in this action.

Dated: August 29, 2008

FISHER FALLON, P.C

Attorneys for Plaintiff

William P. Duncan, Jr.

517 Passaic Avenue

Spring Lake, New Jersey 07762

(732) 449-2177

By: /s/ Edward P. Kelly
Edward P. Kelly, Esq. (EPK 4213)

MICHAEL G. O'NEILL

Attorney for Plaintiff

William P. Duncan, Jr.

30 Vesey Street, Third Floor

New York, New York 10007

(212) 581-0990

GENERAL RELEASE

THIS GENERAL RELEASE (hereinafter referred to as the "Release") is made and entered into by and between William P. Duncan, Jr. (hereinafter referred to as "Duncan" includes himself and his legal representatives and agents), for the benefit of Mount Olive Township (hereinafter collectively referred to as "Mt. Olive") and Michael Pocquat, Richard Delaroche and Philip J. Maenza, individually and in their official capacity (hereinafter referred to as "Individual Defendants") for the following purposes and with reference to the following background.

BACKGROUND

A. Duncan was charged with a petty disorderly offense of harassment in violation of N.J.S.a. 2C:33-4a for missue of 9-1-1 emergency services; and

B. Duncan was found guilty by a Mt. Olive Municipal Court, a Law Division judge entered a judgment of conviction and the New Jersey Appellate Division reversed the judgment; and

C. Duncan filed suit in the United States District Court, District of New Jersey, Civil Action No. 02:07-cv- 1570 (SRC) alleging violations of the First, Fourth, Fifth, Sixth, Eighth and Fourteenth Amendments of the United States Constitution pursuant to 42 U.S.C. Sec. 1983 as well as false imprisonment and false arrest against Mt. Olive and the Individual Defendants; and

D. Mt. Olive and the Individual Defendants have denied, and continue to deny, any and all liability for all the claims alleged by Duncan and denies that Mt. Olive and the Individual Defendants violated any laws or engaged in any unlawful or wrongful conduct, or discriminated or retaliated against Duncan; and

E. The Parties desire to make a full and final settlement of any and all of Duncan's claims and potential claims against Mt. Olive and Individual Defendants, known or unknown, asserted or unasserted, based on any facts, events, acts or omissions, whether now known or unknown, occurring on or before the effective date of this Release, without any judicial, administrative, or arbitral resolution of them and without any admission with respect to any issues presented or capable of being presented.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, and intending to be legally bound, the undersigned parties agree as follows:

1. Non-Admission. This Release is not, and shall not in any way be considered or construed as, an admission by Mt. Olive and the Individual Defendants of any tortuous conduct, or of any violation of any law, common law, or federal, state or local statute or regulation, or of any alleged duty owed by Mt. Olive and the Individual Defendants to Duncan, or of any unlawful or wrongful acts whatsoever by Mt. Olive and the Individual Defendants. The payment hereunder is made solely to avoid the inconvenience and cost of litigation and to resolve completely all of Duncan's claims against Mt. Olive and the Individual Defendants, known or unknown, asserted or unasserted, as more fully detailed in Paragraph 7, below.

2. Cooperation. The parties agree to cooperate fully with each other in connection with any steps required to be taken as part of their obligations under this Release.

3. Withdrawal and Dismissal of Lawsuit and Promise Not to Sue.

Duncan understands that the United States District Court District of New Jersey will dismiss his lawsuit as to Mt. Olive and all Individual Defendants, and he agrees not to refile, revive, or reopen this lawsuit in any way. Duncan further agrees not to file any other Charges with any state or federal agency against Mt. Olive and/or Individual Defendants.

Duncan further agrees that neither he, nor any person, organization, agency, or other entity on his behalf, will file, charge, claim or sue, or cause to be filed, charged, claimed or sued, any other lawsuit, legal proceeding, action, or claim of any nature with any court or agency (including any action for damages, attorneys fees, injunction, declaratory, monetary, equitable or other relief) against Mt. Olive or the Individual Defendants, based on any matter, fact or event occurring prior to the effective date of this Release, whether now known or unknown, or involving any continuing effects of any acts or practices which may have arisen or occurred prior to the effective date of this Release, whether now known or unknown.

Duncan understands and agrees that he will not be considered a prevailing party under any statute, common law, or otherwise as a result of this Release.

4. Payment. In exchange for the promises, Releases, and legal releases stated herein, and other good and valuable consideration, Duncan will be paid a lump sum of Twenty-five Thousand Dollars (\$25,000.00) within thirty (30) days from the effective date of this Release. The effective date of this Release shall be the date upon which Mt. Olive and the Individual Defendants receives Duncan's signed and notarized Release, a W-9 form and a child support search report from his attorney.

The payment of \$25,000.00 will not be subject to any withholding and will be taxed in the manner of a 1099 form, and all payments shall be made to Michael G. O'Neill, Attorney at Law to be held in trust for William P. Duncan, Jr. and it shall be the responsibility of counsel to distribute Duncan's portion of his settlement proceeds to him.

5. Duncan's Tax Indemnification. Duncan agrees to indemnify and hold Mt. Olive and the Individual Defendants harmless from any and all federal, state, and local tax liabilities, deficiencies, levies, interest, and penalties that may be assessed as a result of not withholding income and payroll taxes on the monies paid pursuant to this Release if she fails to properly pay any taxes to which her settlement may be subject.

6. Full and Complete Settlement. Duncan agrees that the payment described in paragraph 4 will be received by Duncan in full and complete settlement, as more fully detailed in paragraph 7, below, of all known or unknown claims, asserted or unasserted, of Duncan allegedly arising out of any and all conduct or actions of Mt. Olive and the Individual Defendants and/or relationship with Mt. Olive and the Individual Defendants, as more fully detailed in Paragraph 7, below.

7. General Release and Waiver of all Claims by Duncan . In consideration for the payment and promises described in paragraph 4, Duncan fully releases and forever discharges Mt. Olive and the Individual Defendants and all of Mt. Olive's former or current directors, Mt. Olive, administrators, trustees, shareholders, agents, supervisors, employees, attorneys, legal representatives, servants, insurers, any and all benefit plans, and successors and assigns, and each of them (herein "Mt. Olive" and/or "Released Parties"), of and from any and all claims, actions, causes of action, back pay, front pay, contracts, Releases, compensation, pay, promises, charges, judgments,

grievances, obligations, rights, demands, debts, sums of money, salaries, wages, benefits, physical injury, pain, suffering, emotional distress, compensatory damages, punitive damages, attorneys' fees, expenses, costs, losses liabilities, damages, or accountings of whatever nature, whether known or unknown, disclosed or undisclosed, asserted or unasserted, in law or equity, contract or tort or otherwise (herein collectively designated "Claim" or "Claims"), through the effective date of this Release, including, but not limited to, any and all Claims of race and national origin and age discrimination, retaliation, and any and all tort Claims or contract Claims or Claims for general damages, and any and all Claims arising under, made, regarding, or involving: any federal, state or local laws or under the common law; violations of any federal, state or local civil rights laws or ordinances; Claims for personal injury, defamation, wrongful conduct, or wrongful discharge, excessive force, malicious prosecution, false arrest; the Civil Rights Acts of 1866 and 1871, as amended, 42 U.S.C. §1981; the Civil Rights Act of 1964, as amended, including Title VII; the Americans with Disabilities Act; the Age Discrimination in Employment Act, as amended; any claims of violation of the United States Constitution, as amended or the New Jersey Constitution, as amended; any and all grievances, or demands for mediation or arbitration, or Claims or demands under Mt. Olive's policies and procedures; and any and all Claims asserted, or which could have been asserted, in a federal court Lawsuit referenced above, including any Claims against any current or former agents or employees of Mt. Olive.

Duncan hereby specifically waives, releases and gives up all Claims and rights, as described in the preceding paragraph, whether now known or unknown, which he has or may have, against Mt. Olive and the Released Parties, based on any fact, act,

event, or omission, whether now known or unknown, occurring before the effective date of this Release. Duncan understands that he is waiving, releasing and giving up all Claims and rights that he knows about and all Claims and rights that he may not know about.

8. Attorneys' Fees, Costs, and Expenses. Each party shall be responsible solely for its or their own attorneys' fees, costs and expenses. Duncan specifically waives all claims to attorneys' fees, costs, and expenses from Mt. Olive and the Individual Defendants including all claims for reimbursement to Mt. Olive and the Individual Defendants or its attorneys, agents, or family members, of any attorneys' fees, costs, and expenses he has incurred or paid, or which were paid on his behalf.

9. Applicable Law and Severability. This Release shall be governed by and construed in accordance with the laws of New Jersey, except where federal law controls. Should any provision of this Release be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Release.

10. Entire Release. This Release sets forth the entire Release between the parties and fully supersedes any and all prior Releases or understandings between the parties.

11. Duncan's Certification. Duncan agrees, certifies, acknowledges, and represents: (a) that he has been and is hereby advised in writing to consult with an attorney of his choice and at his expense, prior to signing this Release; (b) that he has had adequate time and opportunity to review and discuss, and has reviewed and discussed, all

of the terms and sections of this Release thoroughly with his attorney; (c) that his attorney has explained this entire Release to him; (d) that he does not waive any rights or claims that may arise after the date this Release becomes effective; (e) that he shall have and was given at least twenty-one (21) days to consider the terms and conditions of this Release before signing it; (f) that his waiver of Claims and this General Release shall not become effective until the effective date of this Release.

If Duncan decides to sign this Release before the expiration of the 21-day period, Duncan specifically acknowledges that he has had sufficient time and opportunity to review and understand the terms of this Release and specifically waives and gives up any rights for additional time or opportunity to review it.

The check for payment of the amount(s) set forth in paragraph 4 shall be delivered to Duncan's attorney in the foregoing manner: Lawyers Service.

DUNCAN FURTHER CERTIFIES, ACKNOWLEDGES, AND REPRESENTS THAT HE IS ABLE TO READ AND UNDERSTAND ENGLISH, THAT HE UNDERSTANDS ALL OF THE PROVISIONS HEREIN, WITH THE ADVICE AND ASSISTANCE OF HIS ATTORNEY, AND THAT HE MAKES THIS RELEASE KNOWINGLY AND VOLUNTARILY. DUNCAN ACKNOWLEDGES THAT HE HAS NO PHYSICAL OR MENTAL PROBLEM, CONDITION, OR IMPAIRMENT OF ANY KIND WHICH HAS INTERFERED WITH HIS ABILITY TO READ AND UNDERSTAND THE MEANING OF THIS RELEASE OR ITS TERMS. DUNCAN FURTHER REPRESENTS THAT IN SIGNING THIS RELEASE, HE DOES NOT RELY ON ANY PROMISES OR REPRESENTATIONS MADE BY ANYONE OTHER THAN THOSE STATED SPECIFICALLY HEREIN.

12. Full Knowledge. Duncan further warrants, represents, and agrees that in signing this Release, he does so with full knowledge of any and all rights which he may have with respect to Mt. Olive and the Individual Defendants, other Released Parties, or the Lawsuit.

13. Headings. The headings of the paragraphs in this Release are for convenience only and shall not control or affect the meaning or construction of, or limit the scope or intent of, any of the provisions of this Release.

14. Effective Date. The effective date of this Release shall be the date upon which Mt. Olive and the Individual Defendants receives Duncan's signed and notarized Release, a W-9 form and a child support search report from his attorney.

[THIS SECTION INTENTIONALLY BLANK]

IN WITNESS WHEREOF, and intending to be legally bound, Duncan has executed this
General Release as of the dates set forth below.

By: William P. Duncan, Jr.

By William P. Duncan, Jr.
(Signature)

William P. Duncan, Jr. Dated: 3/8/10
(Type or Print Name)

STATE OF NEW JERSEY, COUNTY OF Merri:

I CERTIFY that on March 8th, 2010, William P. Duncan personally came before
me and acknowledged under oath, to my satisfaction, that this person (or if more than
one, each 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.


(Notary Public)

(Raised seal)

AARON P. TAGLE
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 3, 2014