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ATLANTIC COUNTY
LAW DIVISION

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Attorney for Plaintiffs

JOSEPH SPEARS, VINCENT
McWILLIAMS, and RODNEY THOMAS,
:
:
Plaintiffs

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ATLANTIC COUNTY

vs.

Docket No. ATL-L-1428-08

DANIEL CORCORAN, MARK PINCUS,
and STEPHEN RANDO, KEVIN CRAIG,
RAYMOND ADAMS, CITY OF
ATLANTIC CITY, CITY OF ABSECON,
JOHN DOE (1-10), and JAMES DOE
(1-10), fictitious names, j/s/a,

Civil Action

FIRST AMENDED COMPLAINT

Defendants

Plaintiffs by way of complaint against defendants say:

FIRST COUNT

FALSE ARREST-VIOLATION OF NEW JERSEY CIVIL RIGHTS ACT

N.J.S.A. 10:6-2

1. Plaintiffs, Joseph Spears, Vincent McWilliams, and Rodney Thomas, are citizens of the State of New Jersey and of the United States of America.

2. Defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, are police officers working within the Atlantic City Police Department and employed by the City of Atlantic City who, at all times relevant to this complaint, were acting under color of law, statutes, customs, ordinances, and usage of the City of Atlantic City.

3. Plaintiffs sue each and all of the defendants in both the individual and official capacities.

4. Defendants, City of Atlantic City and City of Absecon, are municipal corporations organized under the laws of the State of New Jersey.

5. Defendants, John Doe (1-10) and James Doe (1-10), fictitious names, were the supervisors and commanders for defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando,

at all times relevant to this complaint.

6. Defendants, Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, are police officers employed by the Absecon Police Department.

7. On or about June 10, 2006 plaintiffs, Joseph Spears, Vincent McWilliams, and Rodney Thomas, were inside a motor vehicle that was located in the City of Absecon, Atlantic County, New Jersey.

8. On or about June 10, 2006 at approximately 1:43 A.M. a crime was committed within the City of Atlantic City.

9. Defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, participated in the investigation of the aforesaid crime.

10. At the date and time aforesaid and at approximately 2:02 A.M., a description of a suspect was provided to the Atlantic City Police Department describing same as a six foot medium build male with black and gray hair, blue shirt, dark pants, and tan sneakers with an Arabian accent.

11. The aforesaid description was supplied by a witness, directly to defendant, Stephen Rando.

12. At the date aforesaid at approximately 1:45 A.M. defendant, Daniel Corcoran, arrived at the scene of the crime as aforesaid and was ordered to check the rear of a building near the scene of the crime for the purpose of preventing exit or entrance from or into the building.

13. On the date aforesaid and between the hours of 1:45 A.M. and 2:02 A.M. defendant, Daniel Corcoran, advised defendant, Mark Pincus, that Defendant Corcoran had observed a red Audi bearing License Plate No. SDE 38U leaving the area and that said vehicle "could have been involved because the occupants appeared to want to leave the scene in a hurry."

14. Defendant Corcoran had conversation with the plaintiffs prior to supplying his report to defendant, Mark Pincus.

15. Defendant, Daniel Corcoran, did not make any attempt to match the description of the suspect of the crime with the plaintiffs' description.

16. Defendant, Mark Pincus, did not make any effort to match the description of the

suspect with the description of the plaintiffs.

17. Defendant, Stephen Rando, did not make any attempt to match the description of the suspect with the description of the plaintiffs.

18. On the date aforesaid and at approximately 2:06 A.M. defendant, Mark Pincus, provided the vehicle information to the dispatcher for the City of Atlantic City knowing that same would be transmitted to local police departments.

19. At the date and time aforesaid, Defendant Pincus knew or should have known that based upon the information that he provided to the Atlantic City Dispatcher or other local dispatcher or communications departments that the plaintiffs would be arrested utilizing SWAT unit techniques or a high profile motor vehicle stop.

20. Defendants, Kevin Craig and Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, are police officers employed by and in furtherance of their employment with the Absecon Police Department arrested the plaintiffs and searched the plaintiffs and their property.

21. Defendant, Stephen Rando, supervised the aforesaid investigation.

22. Defendant, Stephen Rando, was present when the license plate number of the red Audi was provided to the Atlantic City Detective Bureau.

23. Defendant, Stephen Rando, provided the information regarding the red Audi and License Plate No. SDE 38U to various communication departments.

24. Defendant, Stephen Rando, supplied the vehicle description and License Plate No. SDE 38U to the communications personnel and to the dispatchers, knowing that said communications would be transmitted to local police departments and that they would rely upon same in seizing the aforesaid vehicle and arresting the plaintiffs.

25. Defendant, Stephen Rando, supplied the aforesaid vehicle information to the Atlantic City dispatchers and other local communications departments knowing that a high profile arrest or a SWAT team unit would be employed in seizing the vehicle and the plaintiff/occupants of said vehicle.

26. At no time did defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando,

have a reasonable suspicion that the plaintiffs participated in the crime that was under investigation.

27. At no time did defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, have any information or knowledge that would establish probable cause to believe that the plaintiffs were involved in committing the crime that was under investigation.

28. At no time did the defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, make any effort to compare the description of the suspect as provided by the witness to any of the plaintiffs during the early morning hours of June 10, 2006 and prior to the arrest of the plaintiffs.

29. At all times mentioned herein, the defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, were employed by the City of Atlantic City and were acting in furtherance of their employment with defendant, City of Atlantic City.

30. As a direct and proximate result of the conduct of the defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, as aforesaid, the plaintiffs, Joseph Spears, Vincent McWilliams, and Rodney Thomas, were falsely arrested without probable cause or reasonable suspicion to believe that the plaintiffs had committed an offense.

31. Defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, in furtherance of their employment with the City of Atlantic City, and defendants Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, in furtherance of their employment with the City of Absecon did not reasonably believe in the existence of probable cause at the time they arrested and detained the plaintiffs as aforesaid.

32. As a direct and proximate result of the unlawful and false arrest of the plaintiffs, Joseph Spears, Vincent McWilliams, and Rodney Thomas, defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, in furtherance with their employment with the City of Atlantic City, and defendants Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, in furtherance with their employment with the City of Absecon, deprived plaintiffs of their liberty without due process of law and without probable cause to believe that an offense had been committed in violation of the Fourth Amendment to the United States Constitution and

Article I, Section VII of the New Jersey Constitution or laws of New Jersey all contrary to N.J.S.A. 10:6-2(c) also known as the New Jersey Civil Rights Act.

WHEREFORE, plaintiffs, Joseph Spears, Vincent McWilliams, and Rodney Thomas, demand judgment against defendants, Daniel Corcoran, Mark Pincus, Stephen Rando, Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, for compensatory damages, punitive damages, attorney's fees, costs of suit, and such other relief as the court deems just and equitable.

SECOND COUNT

SEARCH AND SEIZURE-VIOLATION OF THE NEW JERSEY CIVIL

RIGHTS ACT, N.J.S.A. 10:6-2

1. Plaintiffs repeat the allegations in the First Count as if fully set forth at length herein.
2. Defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, caused the plaintiffs' vehicle to be stopped and searched by defendants, Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names.
3. Defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, caused the plaintiffs' bodies to be searched by defendants, Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names.
4. Absent probable cause to believe that the plaintiffs committed an offense, defendants, Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, searched and seized the body and property of the plaintiffs as aforesaid.
5. As a direct and proximate result of the unlawful search of the plaintiffs and their vehicle as aforesaid and plaintiffs' property as aforesaid, defendants, Daniel Corcoran, Mark Pincus, Stephen Rando, Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, deprived plaintiffs as aforesaid of their liberty without due process of law and without probable cause to believe that an offense had been committed in violation of the Fourth Amendment to the Constitution of the United States and Article I, Section VII of the New Jersey Constitution or laws of New Jersey all contrary to N.J.S.A. 10:6-2(c) also known as the New

Jersey Civil Rights Act.

WHEREFORE, plaintiffs, Joseph Spears, Vincent McWilliams, and Rodney Thomas, demand judgment against defendants, Daniel Corcoran, Mark Pincus, Stephen Rando, Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, for compensatory damages, punitive damages, attorney's fees, costs of suit, and such other relief as the court deems just and equitable.

THIRD COUNT

EXCESSIVE FORCE-VIOLATION OF NEW JERSEY CIVIL RIGHTS ACT

N.J.S.A. 10:6-2

1. Plaintiffs repeat the allegations in the First and Second Counts as if fully set forth at length herein.

2. Defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, used excessive force or was the proximate cause of excessive force being used to arrest and search the plaintiffs as aforesaid.

3. Defendants, Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, used excessive force or was the proximate cause of excessive force being used to arrest and search the plaintiffs as aforesaid.

4. As a direct result of the use of excessive force upon the plaintiffs, defendants, Daniel Corcoran, Mark Pincus, Stephen Rando, Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, conducted an unreasonable search and seizure of the plaintiffs depriving them of their privileges or immunities secured by the Fourth Amendment of the Constitution of the United States and Article I, Section VII of the New Jersey Constitution or laws of New Jersey all contrary to N.J.S.A. 10:6-2(c) also known as the New Jersey Civil Rights Act.

WHEREFORE, plaintiffs, Joseph Spears, Vincent McWilliams, and Rodney Thomas, demand judgment against defendants, Daniel Corcoran, Mark Pincus, Stephen Rando, Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, for compensatory damages, punitive damages, attorney's fees, costs of suit, and such other relief as

the court deems just and equitable.

FOURTH COUNT

VIOLATION OF NEW JERSEY CIVIL RIGHTS ACT, N.J.S.A. 10:6-2 BY

THE PUBLIC ENTITY

1. Plaintiffs repeat the allegations in the First, Second, Third, and Fourth Counts as if fully set forth at length herein.
2. At all times relevant to this complaint, defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, as police officers of the City of Atlantic City, were acting under the direction and control of defendants, John Doe (10) and James Doe (1-10), fictitious names, superior officers or high ranking superior officers of the City of Atlantic City and in furtherance of their employment with the City of Atlantic City.
3. At all times relevant to this complaint, defendants, Kevin Craig and Raymond Adams, as police officers of the City of Absecon, were acting under the direction and control of defendants, John Doe (10) and James Doe (1-10), fictitious names, superior officers or high ranking superior officers of the City of Absecon and in furtherance of their employment with the City of Absecon.
4. Under color of law pursuant to official policy or custom defendant, City of Atlantic City, through the defendants as aforesaid and other fictitious parties, superior officers, and high ranking superior officers, knowingly, recklessly, or with deliberate indifference and callous disregard of plaintiffs' rights, failed to instruct, supervise, control, and discipline on a continuing basis, defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, in their duties to refrain from unlawfully arrested, searching, and using excessive force upon citizens who are acting in accordance with their constitutional, statutory rights, privileges, and immunities, conspired to violate the rights, privileges, and immunities guaranteed to the plaintiffs by the Constitution of the United States and the Constitution of New Jersey and its laws and otherwise deprived the plaintiffs of their constitutional and statutory rights, privileges, and immunities all contrary to N.J.S.A. 10:6-2(c) also known at the New Jersey Civil Rights Act.
5. Under color of law pursuant to official policy or custom defendant, City of

Absecon, through the defendants as aforesaid and other fictitious parties, superior officers, and high ranking superior officers, knowingly, recklessly, or with deliberate indifference and callous disregard of plaintiffs' rights, failed to instruct, supervise, control, and discipline on a continuing basis, defendants, Kevin Craig and Raymond Adams, in their duties to refrain from unlawfully arrested, searching, and using excessive force upon citizens who are acting in accordance with their constitutional, statutory rights, privileges, and immunities, conspired to violate the rights, privileges, and immunities guaranteed to the plaintiffs by the Constitution of the United States and the Constitution of New Jersey and its laws and otherwise deprived the plaintiffs of their constitutional and statutory rights, privileges, and immunities all contrary to N.J.S.A. 10:6-2(c) also known at the New Jersey Civil Rights Act.

6. Defendant, City of Atlantic City, had they diligently exercised their duties to instruct, supervise, control, and discipline on a continuing basis, should have had knowledge that the wrongs conspired to be done as here to for alleged, were about to be committed.

7. Defendant, City of Absecon, had they diligently exercised their duties to instruct, supervise, control, and discipline on a continuing basis, should have had knowledge that the wrongs conspired to be done as here to for alleged, were about to be committed.

8. Defendant, City of Atlantic City, through its agents, fictitious parties, superior officers, and high ranking superior officers, had the power to prevent the commission of said wrongs upon the plaintiffs, could have done so with reasonable diligence, and knowingly, recklessly, or with deliberate indifference and callous disregard of plaintiffs' rights failed or refuse to do so.

9. Defendant, City of Absecon, through its agents, fictitious parties, superior officers, and high ranking superior officers, had the power to prevent the commission of said wrongs upon the plaintiffs, could have done so with reasonable diligence, and knowingly, recklessly, or with deliberate indifference and callous disregard of plaintiffs' rights failed or refuse to do so.

10. Defendant, City of Atlantic City, through its agents, fictitious parties, superior officers, and high ranking superior officers, directly or indirectly approved or ratified the

unlawful, deliberate, malicious, reckless, gross negligent, and wanton conduct of defendants here to for described.

11. Defendant, City of Absecon, through its agents, fictitious parties, superior officers, and high ranking superior officers, directly or indirectly approved or ratified the unlawful, deliberate, malicious, reckless, gross negligent, and wanton conduct of defendants here to for described.

12. As a direct and proximate result of the acts of defendant, City of Atlantic City, fictitious parties, superior officers, and high ranking superior officers, in furtherance of their employment with the City of Atlantic City, plaintiffs' rights were violated and they were deprived of their privileges or immunities secured by the Fourth Amendment of the Constitution of the United States and Article I, Section VII of the New Jersey Constitution or laws of New Jersey all contrary to N.J.S.A. 10:6-2(c) also known as the New Jersey Civil Rights Act.

13. As a direct and proximate result of the acts of defendant, City of Absecon, fictitious parties, superior officers, and high ranking superior officers, in furtherance of their employment with the City of Absecon, plaintiffs' rights were violated and they were deprived of their privileges or immunities secured by the Fourth Amendment of the Constitution of the United States and Article I, Section VII of the New Jersey Constitution or laws of New Jersey all contrary to N.J.S.A. 10:6-2(c) also known as the New Jersey Civil Rights Act.

WHEREFORE, plaintiffs, Joseph Spears, Vincent McWilliams, and Rodney Thomas, demand judgment against defendants, City of Atlantic City and City of Absecon, for compensatory damages, punitive damages, attorney's fees, costs of suit, and such other relief as the court deems just and equitable.

FIFTH COUNT

COMMON LAW NEGLIGENCE

1. Plaintiffs repeat the allegations in the First, Second, Third, Fourth, and Fifth Counts as if fully set forth at length herein.

2. Defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, in furtherance of their employment with the City of Atlantic City were negligent in arresting, searching, and using

excessive force upon the plaintiff, in failing to comply with standards, guidelines, and regulations set forth by the Atlantic City Police Department and were otherwise careless and negligent.

3. Defendants, Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, in furtherance of their employment with the City of Absecon were negligent in arresting, searching, and using excessive force upon the plaintiff, in failing to comply with standards, guidelines, and regulations set forth by the Absecon Police Department and were otherwise careless and negligent.

WHEREFORE, plaintiffs, Joseph Spears, Vincent McWilliams, and Rodney Thomas, demand judgment against defendants, Daniel Corcoran, Mark Pincus, Stephen Rando, Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, for compensatory damages, punitive damages, attorney's fees, costs of suit, and such other relief as the court deems just and equitable.

SIXTH COUNT

COMMON LAW ASSAULT AND BATTERY

1. Plaintiffs repeat the allegations in the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Counts as if fully set forth at length herein.

2. Defendants, Daniel Corcoran, Mark Pincus, and Stephen Rando, in furtherance of their employment with the City of Atlantic City and defendants, Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, officers of the Absecon Police Department in furtherance of their employment with the City of Absecon, committed assault and battery upon the plaintiffs as aforesaid.

3. As a result of the assault and battery as aforesaid, defendants as aforesaid intentionally, recklessly, gross negligent or with deliberate indifference and callous disregard of the plaintiffs' rights deprived the plaintiffs of their rights, privileges, or immunities secured by Fourth Amendment of the Constitution of the United States and Article I, Section VII of the New Jersey Constitution or laws of New Jersey all contrary to N.J.S.A. 10:6-2(c) also known as the New Jersey Civil Rights Act.

WHEREFORE, plaintiffs, Joseph Spears, Vincent McWilliams, and Rodney Thomas,

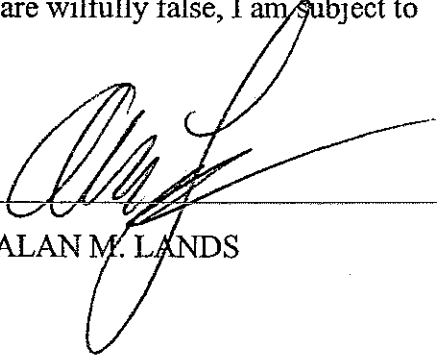
demand judgment against defendants, Daniel Corcoran, Mark Pincus, Stephen Rando, Kevin Craig, Raymond Adams, John Doe (1-10), and James Doe (1-10), fictitious names, for compensatory damages, punitive damages, attorney's fees, costs of suit, and such other relief as the court deems just and equitable.

CERTIFICATION

I, Alan M. Lands, hereby certify pursuant to New Jersey Court R. 4:5-1 that, to the best of my knowledge, the claims raised herein are not the subject of any other action pending in any court of the subject of any arbitration proceeding and no such other action or arbitration is contemplated.

I certify that the foregoing statement made by me are true to my personal knowledge. I am aware that if any of the foregoing statement made by me are wilfully false, I am subject to punishment for perjury.

Dated: May 14, 2008



ALAN M. LANDS

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AMB/lw - Our File Number: 51076-45

Attorney for Defendants, Patrolman Daniel Corcoran, Patrolman Mark
Pincus, and Detective Stephen Rando, Jointly, Severally, and in the
Alternative

JOSEPH SPEARS;
VINCENT McWILLIAMS; and,
RODNEY THOMAS
Plaintiffs,

vs.

DANIEL CORCORAN;
MARK PINCUS;
STEPHEN RANDO;
KEVIN CRAIG;
RAYMOND ADAMS;
CITY OF ATLANTIC CITY;
CITY OF ABSECON;
JOHN DOE (1-10); and,
JAMES DOE (1-10) Fictitious Names,
Jointly, Severally and in the
Alternative
Defendants

SUPERIOR COURT OF NEW JERSEY
ATLANTIC COUNTY
LAW DIVISION

Civil Action

DOCKET NUMBER
ATL-L-1428-08

SETTLEMENT AGREEMENT and GENERAL RELEASE

This Settlement Agreement and General Release is made to confirm settlement and is given, individually and jointly, by

- Joseph Spears
 - Vincent McWilliams
 - Rodney Thomas
 - their respective servants, agents, or representatives
- (hereinafter sometimes referred to as the "Releasor" and/or "Releasors")

and is given to:

- the City Atlantic City
- the City of Atlantic City Police Department
- Daniel Corcoran
- Mark Pincus
- Stephen Rando
- The City of Absecon
- The City of Absecon Police Department
- Kevin Craig
- Raymond Adams

all of their agents, servants, employees, insurance carriers, and attorneys, jointly, severally, and in the alternative (hereinafter sometimes referred to as the "Releasees").

1 **Settlement Agreement and General Release.** The Releasor hereby releases and gives up any and all claims, demands, actions, and causes of action against Releasees which the Releasor has now or may hereafter have for any personal injury and property damage of any kind arising out of or as a result of a certain incident, or event, which occurred on or about June 10, 2008, as more fully set forth in the litigation entitled Joseph Separs; Vincent McWilliams; and Rodney Thomas v. Daniel Corcoran; Mark Pincus; Stephen Rando; Kevin Craig; Raymond

Adams; City of Atlantic City; City of Absecon; John Doe (1-10); and James Doe (1-10), Fictitious Names, Jointly, Severally and in the Alternative,
Docket Number ATL-L-1428-08.

Heretofore, the Releasor executed and caused to be filed a
Stipulation of Dismissal with Prejudice as to:

-
- Daniel Corcoran
 - Mark Pincus
 - Stephen Rando

(a) It is understood and agreed that the acceptance of the payment set forth herein by the Releasor is in full accord and satisfaction and in compromise of any and all disputed claims as to any Releasee; and the payment described herein **is not to be construed as an admission of liability on the part of any Releasee,** but is for the sole purpose of terminating any litigation or claims among the parties.

(b) The Releasor hereby releases and gives up any and all claims and rights, including but not limited to any and all claims for litigation expenses, attorneys' fees and/or court fees or other fees related to litigation, which the Releasor may have against the Releasees. This releases all claims, including those of which the Releasor is now aware and those not mentioned in this Settlement Agreement and General Release. This Settlement Agreement and General Release applies to claims

resulting from anything which has happened up to now with regard to any Releasee.

(c) The Releasor specifically agrees that the Releasor will take all necessary action, and will cooperate with their attorney(s), to effectuate the dismissal and the withdrawal of any charge and/or any complaint ~~and/or any cause of action against any Releasee named herein.~~

(d) The Releasor further acknowledges, understands, and agrees that no statement regarding the settlement of this matter, or regarding any provision of this Settlement Agreement and General Release, shall be admissible or disclosed for any purpose in any other proceeding, except as may be necessary to enforce the terms of this Settlement Agreement and General Release.

(e) The Releasors acknowledge that they have had the opportunity to consult with their attorney(s).

(f) For good, valuable and other consideration, the receipt and adequacy of which is hereby acknowledged, the Releasors, individually and on behalf of their family, their dependents, their executors, administrators, heirs and assigns, do hereby release, demise, acquit, and forever discharge each and every Releasee and their insurers, attorneys, agents, servants and/or employees, benefit trustees, officers,

parent corporations, subsidiaries, affiliates, successors and assigns from any and all liabilities and/or injuries and/or harm including but not limited to emotional distress, hospital bills, medical bills, compensatory damages, sums of money and/or damage of any kind or nature whatsoever in law or in equity now existing or which may hereafter accrue ~~in favor of any Releasor and against any Releasee for any reason based on~~ facts existing up until this time, whether known or unknown, fixed or contingent.

2. **Agreement to Satisfy Liens.** The Releasors acknowledge, understand, and agree to satisfy any and all liens. The Releasors further acknowledge, understand, and agree to indemnify and defend any Releasee, their attorney and insurance carrier from and against any and all claims made or actions filed against any Releasee, their attorney(s) or insurance carrier for payment of any liens related to this case. The Releasors further acknowledge, understand, and agree that the Releasor has specifically discussed this provision of this Settlement Agreement and General Release with their attorney(s).

3. **Covenant Not to Sue.** In consideration of the payment described in this Settlement Agreement and General Release, the Releasors acknowledge, understand, and agree not to file any claim

and/or lawsuit of any kind against any Releasee for anything which may have occurred as a result of a certain incident, event, or occurrence which occurred on June 10, 2008, as more fully set forth in the litigation entitled Joseph Separs; Vincent McWilliams; and Rodney Thomas v. Daniel Corcoran; Mark Pincus; Stephen Rando; Kevin Craig; Raymond Adams; City of Atlantic City; City of Absecon; John Doe (1-10); and James Doe (1-10), Fictitious Names, Jointly, Severally and in the Alternative, Docket Number ATL-L-1428-08.

The Releasors warrant that the Releasors have not filed any claims or lawsuits based on anything which took place as a result of a certain incident, event, or occurrence which occurred on June 10, 2008, except for the claims filed Joseph Separs; Vincent McWilliams; and Rodney Thomas v. Daniel Corcoran; Mark Pincus; Stephen Rando; Kevin Craig; Raymond Adams; City of Atlantic City; City of Absecon; John Doe (1-10); and James Doe (1-10), Fictitious Names, Jointly, Severally and in the Alternative, Docket Number ATL-L-1428-08.

The Releasors acknowledge, understand, and agree that if any other claim and/or action against any one or more of the named Releasees has been filed, the Releasors will take all necessary action to effectuate the dismissal and withdrawal of any such charge and/or complaint and/or

cause of action.

4. **Covenant to Indemnify Re: Tax Liability.** The Releasors specifically acknowledge, understand, and agree to indemnify and hold harmless any Releasee for any and all claims which may be assessed, levied, or otherwise charged against any Releasee by any taxing and/or other governmental authority, including any charge, assessment and/or levy for additional taxes, fees, penalties on account of any obligation which any Releasor may have for State or Federal income taxes, withholding taxes, and/or employee FICA taxes pursuant to payment made for this settlement, including failure of the Releasees to withhold any taxes or make contributions or other deductions from the settlement payment described herein.

5. **Consultation with Counsel.** The Releasors understand and acknowledge that the Releasor, and each of them individually, have read and understand this Settlement Agreement and General Release. The Releasors further represent and acknowledge that the Releasors, and each of them individually, have fully discussed or have had the opportunity to discuss this Settlement Agreement and General Release with an attorney of their choosing and that the Releasors, and each of them individually, have been fully advised of the legal consequences of this Settlement

Agreement and General Release. The Releasors acknowledge, understand, and accept the money received pursuant to this Settlement Agreement and General Release, and acknowledge and understand that receipt of the payment herein in exchange for a full and complete release of all Federal and State claims which the Releasor may have had against any Releasee.

~~The Releasors, and each of them individually, acknowledge and understand the intent to be bound by this Settlement Agreement and General Release. The terms and conditions of this Settlement Agreement and General Release were the result of full disclosure and negotiations among the parties. The Releasors understand and acknowledge that the Releasees have not made any representation which has not been specifically stated in this Settlement Agreement and General Release.~~

6. **Payment.** In consideration for entering into this Settlement Agreement and General Release, each Releasor will be paid Fifteen Thousand Dollars and Zero Cents (\$15,000.00) within thirty (30) days following the receipt of the properly executed and notarized Settlement Agreement and General Release. A settlement check will be made payable to:

- Joseph Spears and Alan M. Lands, Esquire
- Vincent McWilliams and Alan M. Lands, Esquire
- Rodney Thomas and Alan M. Lands, Esquire

The Releasors, and each of them individually, acknowledge, understand, and agree that Releasors will not seek anything further, including but not limited to any other payment for counsel fees, litigation expense, or any other expense.

7. **Dismissal of Actions.** As a condition of entering in this Settlement Agreement and General Release, the entire action has previously been dismissed with prejudice as to:

- Daniel Corcoran
- Mark Pincus
- Stephen Rando

Following receipt of the settlement funds, the Releasors agree to immediately execute and file with the Atlantic County Superior Court, Law Division, a Stipulation of Dismissal with Prejudice as to:

- the City Atlantic City
- the City of Atlantic City Police Department
- all their agents, servants, employees, insurance carriers, and attorneys, individually, jointly, severally, and in the alternative

8. **Enforceability.** In the event that any provision of this Settlement Agreement and General Release is found to be illegal or unenforceable, such provision shall be severed or modified to the extent necessary to make it enforceable, and as so severed or modified, the remainder of this Settlement Agreement and General Release shall remain

in full force and effect.

9. **No Admission of Liability.** The Releasors again acknowledge, understand, and agree that the Releasees do not make any admissions of any liability by making payment pursuant to this Settlement Agreement and General Release. The Releasors further acknowledge, understand, ~~and agree that the parties have entered into this Settlement Agreement~~ and General Release solely to avoid the time, expense, and continuing distraction of further litigation.

10. **Parties Bound.** The Releasors, and each of them individually, are bound by this Settlement Agreement and General Release and anyone who succeeds to the rights and responsibilities of the Releasors, and each of them individually, are also bound to this Settlement Agreement and General Release.

This Settlement Agreement and General Release is made for the benefit of the Releasees and shall inure to the benefit of all who succeed to rights and responsibilities of each Releasee. By signing this Settlement Agreement and General Release, the Releasors, and each of them individually, acknowledge, understand, and agree to its terms.

11. **Entire Agreement.** This Settlement Agreement and General Release contains the entire agreement between the Releasors and

Releasees with regard to the matter set forth herein. There are no other understandings and/or agreements, verbal or otherwise, by, between and/or among the parties, except those set forth herein.

12. **Full Cooperation.** The Releasors and Releasees agree to cooperate fully and execute any and all supplemental documents and to ~~take any additional action which may be necessary or appropriate to give~~ full force and effect to the terms of this Settlement Agreement and General Release.

13. **Controlling Law.** This Settlement Agreement and General Release shall be construed and interpreted in accord with the laws of the State of New Jersey.

14. **Execution.** This Settlement Agreement and General Release is to be executed by:

- Joseph Spears
- Vincent McWilliams
- Rodney Thomas

IN WITNESS WHEREOF, Joseph Spears has set his hand to this
Settlement Agreement and General Release as set forth below.

WITNESS:

Joseph Spears
Joseph Spears

STATE OF NEW JERSEY :

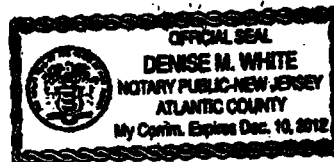
ss.

COUNTY OF ATLANTIC :

I CERTIFY that on May 14, 2009 Joseph Spears
personally came before me and acknowledged under oath, to my
satisfaction, that she is named in and personally signed this Settlement
Agreement and General Release as her own act and deed.

Denise M. White
Notary Public

My Commission Expires:



IN WITNESS WHEREOF, Vincent McWilliams has set his hand to this
Settlement Agreement and General Release as set forth below.

WITNESS:

Vincent McWilliams
Vincent McWilliams

STATE OF NEW JERSEY :

ss.

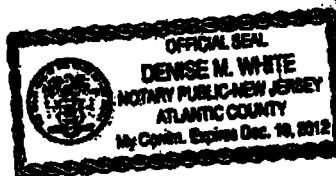
COUNTY OF ATLANTIC :

I CERTIFY that on May 11, 2009 Vincent
McWilliams personally came before me and acknowledged under oath, to
my satisfaction, that she is named in and personally signed this
Settlement Agreement and General Release as her own act and deed.

Denise M. White

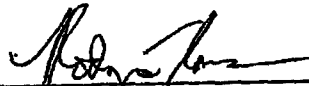
Notary Public

My Commission Expires:



IN WITNESS WHEREOF, Rodney Thomas has set his hand to this Settlement Agreement and General Release as set forth below.

WITNESS:

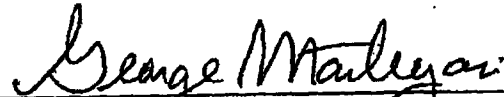

Rodney Thomas

STATE OF Maryland:

ss.

COUNTY OF Howard:

I CERTIFY that on 5/15/09, 2009 Rodney Thomas personally came before me and acknowledged under oath, to my satisfaction, that she is named in and personally signed this Settlement Agreement and General Release as her own act and deed.



GEORGE MARTYN
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires Januc. 1, 2011

Notary Public

My Commission Expires:

1/1/2011