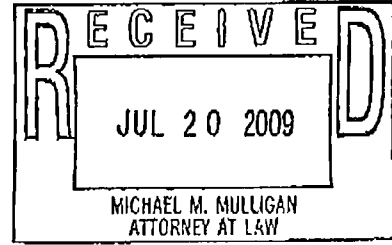


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Attorney at Law  
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Attorney for the Plaintiff



RYAN MARTIN	:	SUPERIOR COURT OF NEW JERSEY
Plaintiff	:	GLOUCESTER COUNTY
	:	LAW DIVISION
	:	CIVIL ACTION
v.	:	
	:	DOCKET #: <i>L-1265-09</i>
GLOUCESTER COUNTY	:	
CORRECTIONS OFFICERS	:	
FURTAGO, FOX, HICKMAN,	:	
McGLOUGHLIN; GLOUCESTER	:	
COUNTY; GLOUCESTER	:	
COUNTY CORRECTIONS DEPT.	:	
Defendants	:	COMPLAINT & JURY DEMAND

I. PARTIES

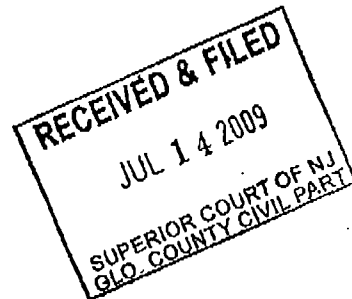
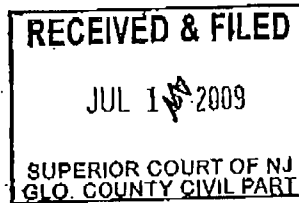
1. Plaintiff Ryan Martin, is an adult male with a present residing in Pitman Borough, Gloucester County, New Jersey.

2. Defendants Furtago, Fox, Hickman and McGloughlin are all present or former Corrections Officers employed by the County of Gloucester at the Gloucester County Corrections Facility, Hunter Street, Woodbury, New Jersey.

3. Gloucester County is a corporate body politic existing according to the laws of the State of New Jersey. The Board of Chosen Freeholders of Gloucester County is a body with legal authority and responsibility to manage the public government affairs Gloucester County, including operation of the Gloucester County Corrections Facility ("Corrections Facility" hereinafter).

4. Upon information and belief, the Gloucester County Corrections Department ("Corrections Department" hereinafter) is an unincorporated division of government of Gloucester County. The Corrections Department staffs and operates the Corrections Facility.

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II. JURISDICTION

5. Plaintiff Ryan Martin brings this action according to 42 U.S.C.A. Sec. 1983, N.J.S.A. 59:1-1 et seq. The New Jersey Superior Court has supplemental jurisdiction of a 42 U.S.C.A. Sec. 1983 action. This Court has primary jurisdiction of a Title 59 Tort Claim Action.

6. All relevant conduct of the Defendants occurred under color of state law and thus is actionable according to 42 U.S.C.A. Sec. 1983. All Defendants are public entity employees, officers or agents according to N.J.S.A. 59:1-1 et seq.

III. VENUE

7. Plaintiff is a Gloucester County, State of New Jersey resident so venue is properly laid in Gloucester County. Defendant Gloucester County may only be sued according to Title 59 in Gloucester County, New Jersey, the place of its public sector activities.

IV. CASE OR CONTROVERCY

8. Plaintiff proceeds based upon an excessive use of force claim against the Defendants. No remedy has been obtained or accorded to the Plaintiff which redresses the harm. The matter is not moot and otherwise is ripe for determination.

COUNT ONE

9. On or about January 22, 2008, the Defendant was present as an inmate at the Corrections Facility, under the supervision of Defendant Corrections Department.

10. At the same time Defendants Furtago, Fox, Hickman and McGloughlin were law enforcement staff at the Corrections Facility with supervisory responsibility over the person of the Plaintiff. At all times Defendants acted under color of authority of the Corrections Department and Gloucester County generally, the entities with legal responsibility to properly operate the Corrections Facility.

11. Defendants Furtago, Fox, Hickman and McGloughlin subjected the Plaintiff to excessive force by mercilessly beating him in violation of Plaintiff's federal and state constitutional rights.

12. The beating objectively viewed amounted to an actionable, unconstitutional invasion of the person of the Plaintiff.

13. No legal immunity applies because Defendants Furtago, Fox, Hickman and McGloughlin intentionally beat the Plaintiff and violated his personal liberty interests. The Defendants knew or should have known their conduct was unreasonable.

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14. The unlawful, excessive force utilized cause Plaintiff grievous personal injury, including closed head brain damage which, among other things rendered the Plaintiff unconscious for a substantial duration of time.

WHEREFORE, the Plaintiff seeks exemplary, compensatory and punitive monetary damages, together with an award of attorney's fees reimbursement and lawful costs of suit.

COUNT TWO

15. By this reference the allegations of Count One are repeated, as if same were set forth at length.

16. Defendants Furtago, Fox, Hickman and McGloughlin's actions in beating the Plaintiff establish the intentional torts of common law assault and battery.

17. Plaintiff's previous counsel filed a timely Notice of Tort Claim upon Gloucester County which permits such tort claims to be litigated by this Honorable New Jersey Superior Court.

WHEREFORE, the Plaintiff seeks exemplary, compensatory and punitive monetary damages, together with lawful costs of suit.

COUNT THREE

16. By this reference the allegations of Counts One and Two are repeated, as if same were set forth at length.

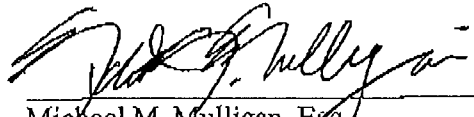
17. The actions of Defendants Furtago, Fox, Hickman and McGloughlin were the subject of a timely tort claims notice. Upon information and belief a sham investigation of the incident by the Gloucester County Prosecutor's Office on behalf of Defendants Gloucester County and the Corrections Department took place given the finding reported to Plaintiff that the incident complaint was found to be baseless.

18. Failing to discipline the Defendants involved constitutes a breach by Gloucester County and the Corrections Department of its legal obligation according to the United States Supreme Court's *Monel* case to properly train, instruct and supervise its agents and employees

WHEREFORE, the Plaintiff seeks exemplary, compensatory and punitive monetary damages, together with lawful costs of suit.

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Date: 7/13/09

  
Michael M. Mulligan, Esq.  
Attorney for the Plaintiff

DESIGNATION OF TRIAL COUNSEL

According to the applicable rule of Court, Defendants designate Michael M. Mulligan, Esq., as trial counsel.

Date: 7/13/09

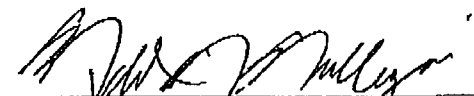
  
Michael M. Mulligan, Esq.  
Attorney for Plaintiff

R. 4:5-1(b)(2) & R. 4:6-1(d) CERTIFICATION

The undersigned certifies that the matter in controversy is not subject to any other pending or contemplated proceedings. Nor should any other party be joined in this proceeding. This answer has been filed in a timely manner.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are determined to be willfully false that I am subject to punishment.


Date: 7/13/09

  
Michael M. Mulligan, Esq.  
Attorney for Plaintiff

JURY DEMAND

Plaintiff demands trial by jury as the finder of fact for all material issues in dispute.

Date: 7/13/09

  
Michael M. Mulligan, Esq.  
Attorney for Plaintiff

MICHAEL M. MULLIGAN  
ATTORNEY AT LAW  
317 SHELL ROAD CRT. #130  
P.O. BOX 422  
CANNON POINT, NEW JERSEY  
08069-0422

**GENERAL RELEASE AND SETTLEMENT AGREEMENT**

RELEASE made the 22<sup>d</sup> day of January, 2010, by Ryan Martin ("Plaintiff").

FOR THE TOTAL AND SOLE CONSIDERATION of the sum of thirty-five thousand  
DOLLARS (\$ 35,000.00) from or on behalf of Gloucester County and Gloucester  
County Corrections Department ("Defendants"), Plaintiffs, being of legal age and sound mind  
and intending to be legally bound, do hereby:

1. remise, release and forever discharge Defendants, and all of their insurers, predecessors, successors, assigns, heirs, and personal representatives, officers, directors, employees, agents, servants and attorneys (collectively "Releasees") -- of and from any and all claims, liens, actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, agreements, judgments and demands whatsoever in law or equity, whether or not heretofore known, foreseen, suspected, or asserted, which Plaintiffs ever had, now have, or which Plaintiffs, or any of their successors, assigns, heirs and personal representatives hereafter can, shall, or may have arising out of, relating to, resulting to the matters, events and/or occurrences made or which could have been made the subject of the case captioned *Ryan Martin v. Gloucester County Corrections Officers Furtado, Fox, Hickman, McGloughlin; Gloucester County; Gloucester County Corrections Department*, United States District Court for the District of New Jersey, Civil Action No. 1:09-cv-04483-NLH-AMD (hereafter "Released Claims");

2. agree that should any Released Claims (as defined herein) ever be asserted against Releasees, then Plaintiffs shall defend, indemnify and hold Releasees harmless against any such Released Claims, and shall satisfy any such Released Claims out of the settlement payment made to Plaintiffs and out of such other of their assets as may be required;

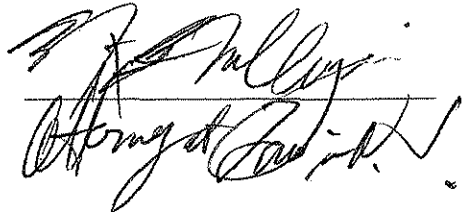
3. agree that (a) this General Release and Settlement Agreement shall be deemed to be governed by the laws of the Commonwealth of Pennsylvania, (b) a photocopy of the fully executed original of this General Release and Settlement Agreement shall be deemed an original for any and all purposes, (c) the settlement in connection with which this General Release is being executed is a compromise of disputed claims and is not and shall not be construed as an admission or concession of liability or wrongdoing of any nature on the part of Certain Named Releasees, and (d) this General Release and Settlement Agreement may not be modified orally; and

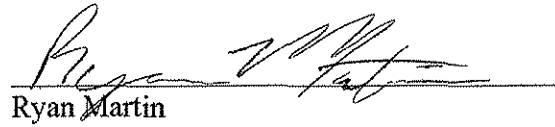
4. agree to discontinue *Ryan Martin v. Gloucester County Corrections Officers Furtado, Fox, Hickman, McGloughlin; Gloucester County; Gloucester County Corrections Department*, United States District Court for the District of New Jersey, Civil Action No. 1:09-cv-04483-NLH-AMD (the "Litigation"), with prejudice, each party to bear its own costs, attorneys' fees and disbursements and all other expenses incurred in connection with, during or in preparation for the Litigation.

I, RYAN MARTIN, HAVE READ THIS GENERAL RELEASE AND SETTLEMENT AGREEMENT AND IT HAS BEEN FULLY EXPLAINED TO ME BY MY ATTORNEY, MICHAEL M. MULLIGAN, ESQUIRE, AND WE INTEND TO BE BOUND BY ITS TERMS.

IN WITNESS WHEREOF, I, Ryan Martin, the undersigned, intending to be legally bound, have executed this General Release and Settlement Agreement this 22<sup>nd</sup> day of January, 2010.

Witnessed:

  
\_\_\_\_\_

  
\_\_\_\_\_

Ryan Martin