



3. Upon information and belief, The City of Bridgeton is a municipal corporation with offices for service of process located at 56 Fayette Street, P.O. Box 257, Bridgeton, County of Cumberland, State of New Jersey. This defendant, at all material times hereto, did own and operate, by its agents, servants, workmen and/or employees, the Bridgeton Police Department and all other defendants herein acting under color of state law who are known and who may be currently unknown.
4. Defendant, Bridgeton Police Department, is a municipal corporation with offices for service of process located at 168 East Commerce Street, Bridgeton, County of Cumberland, State of New Jersey, and at all times material hereto did own and operate, by its agents, servants, workmen and/or employees, the Bridgeton Police Department and all other defendants herein acting under color of state law who are known and who may currently be unknown.
5. Defendant Former Chief Jeffrey C. Wentz, was at all times material hereto the Chief of Police for the Bridgeton Police Department and employed by Defendant City of Bridgeton. He is required by law to enforce the regulations of the City of Bridgeton and of the United States of America. He is sued individually and in his official capacity as an agent, servant and/or employee of the City of Bridgeton acting within the scope of his authority.
6. Defendant Chief Mark Ott, was at all times material hereto the Chief of Police for the Bridgeton Police Department and employed by Defendant City of Bridgeton. He is required by law to enforce the regulations of the City of Bridgeton and of the United States of America. He is sued individually and in his official capacity as an agent, servant and/or employee of the City of Bridgeton acting within the scope of his authority.

7. Defendant Arch Liston, was at all times material hereto the Business Administrator for the City of Bridgeton and employed by the Defendant City of Bridgeton. He is sued individually and in his official capacity as an agent, servant and/or employee of the City of Bridgeton acting within the scope of his authority.
8. Defendant Dr. Farrell Crouse is a licensed medical doctor specializing in psychiatry, who maintains offices at 101 North Main Street, Woodstown, New Jersey.
9. Defendants John Doe Individuals 1-5 are fictitiously named individual defendants, all of whom are designed to represent and put on notice those offices and/or supervisors within the Bridgeton Police Department and/or City of Bridgeton whose identities are currently unknown and unascertainable, but who were employed and acting within the scope of their employment with the Bridgeton Police Department and/or City of Bridgeton or otherwise. These claims are made against these John Doe defendants individually as well as in their official capacities.
10. Defendants John Doe Corporations A, B, C, were at all times relevant, acting in such capacity as the parent, subsidiary, agents, servants and/or employees of the City of Bridgeton and/or the Bridgeton Police Department. Their identity is as yet unknown to plaintiffs.

**FACTS COMMON TO ALL COUNTS**

11. Plaintiffs repeat and incorporate all of the previous allegations as if fully set forth herein.
12. At all times hereinafter mentioned, Shawn Reed was the most senior patrol officer employed by the City of Bridgeton.

13. On or about June 17, 2006, Shawn Reed, while off duty, attended the P.B.A. 94 (Bridgeton Police Department) summer picnic held at Piney's Point in the City of Bridgeton, County of Cumberland and State of New Jersey.
14. While attending that picnic, Shawn Reed was off duty and not the operator of a motor vehicle.
15. After spending several hours there and consuming some alcohol, Shawn Reed engaged in some horse play with fellow officers, which ultimately culminated in one of the officers performing a leg sweep and knocking Shawn Reed to the ground, thereby breaking his ankle.
16. As a result of this injury, Shawn Reed was unable to attend work for an extended period of time while he was recuperating from the injury sustained while involved in horse play at the Piney's Point picnic held for and by the members of P.B.A. 94, police officers of the City of Bridgeton.
17. This picnic was sanctioned and run by the P.B.A. and done with the knowledge and understanding of the City government of the City of Bridgeton.
18. This picnic has been held for a number of years, usually in the same location, and has been attended by the executive officers of the Bridgeton Police Department.
19. While Shawn Reed was out of work as a result of the injury set forth above and at the direction of the Chief of Police, the Business Administrator and other superior officers of the City of Bridgeton, he was directed to attend appointments scheduled by members of the Bridgeton Police Department with Dr. Farrell Crouse, whose office is located in Woodstown, Salem County, New Jersey.

20. Because of his incapacity, presumably, the City of Bridgeton Police Department arranged for the transportation by Shawn Reed to see Dr. Crouse.
21. During that same period of time, Shawn Reed met with members of the Employee Advisory System, "EAS," and at their direction also met with an alcohol counselor, whose name was Frank Hudson.
22. All of the appointments and coordination of same were conducted by and through the Bridgeton Police Department and at the direction of the executive officers of the Bridgeton Police Department, namely, the Chief and Lieutenant Dan Morning.
23. Shawn Reed continued with his period of recuperation from the injury to his ankle, and reported to the City of Bridgeton Police Department at or about the beginning of August 2006 that he was capable of returning to light duty.
24. Light duty under situations such as this have routinely been offered to members of the Police Department, and during the preceding ten years or so numerous officers who had been injured off of the job, either in motorcycle accidents, automobile accidents or other incidents such as described herein, were offered light duty by the City of Bridgeton. Light duty is reporting to work and doing the work of a dispatcher and no patrol duty during the period of time that the light duty is required.
25. After reporting to Lt. Morning that Shawn Reed was ready to come back to work and being assured by Lt. Morning that light duty would be provided, the City of Bridgeton, through its Business Administrator, Arch Liston, with the express approval of the Mayor and perhaps other members of City Council unilaterally changed their policy, which had a long-standing effect of allowing people to return to work, confirmed that no one would in the Police Department would be allowed to return to light duty. This policy apparently

applied to civilian employees of the Police Department also, and maybe also extended to other employees of the City of Bridgeton.

26. Because Shawn Reed had used an extensive amount of sick time because of his injury, he sought to use the “sick bank” within the City. The sick bank is a situation where people who do not use all of their sick time “bank it” and then allow other members of the Police Department or other members of city government to use that sick time as necessary, with the understanding that when they get back to work they will attempt to “bank” their sick time so that other employees have this available to them.
27. Unilaterally, and without any input from the unions that represent the various City employees, the City, through the Business Administrator, Arch Liston, again changed the policy, saying that sick bank time would not be allowed to be used by employees who had run out of sick time.
28. Therefore, because of the change of policy that (1) you cannot return to work on light duty and (2) that you cannot use sick bank time, Shawn Reed had no more sick time available to him either personally or through the sick bank time, and the City charged him with abandoning his job.
29. He was notified to report back to work; and if he did not so, he would be terminated. Having been unable to return to light duty, not able to use his sick time and still being disabled from his job, Shawn Reed was unable to return to his job as a patrol officer.
30. Thereafter, the City concocted other pretextual charges to go along with the charge of unfit for duty based on an allegation of chronic alcoholism.
31. The allegation of chronic alcoholism was set forth in a series of letters from Dr. Farrell Crouse. These letters claim to be fit for duty evaluations.

32. At the same time that Dr. Farrell Crouse was writing these reports, the City of Bridgeton was aware of the fact that they had sent Shawn Reed to the EAS and also to Mr. Frank Hudson, an alcohol counselor, to obtain the same information.
33. The City of Bridgeton knew or should have known that the EAS and Mr. Hudson were both indicating that Shawn Reed did not have a drinking problem and was fit for duty.
34. The City of Bridgeton, through its Business Administrator and Police Chief decided to rely on the reports of Dr. Crouse, which they knew or should have known to be inaccurate, incomplete and incompetent, and brought disciplinary charges against Shawn Reed.
35. The disciplinary charges resulted in Officer Reed's removal from his position as a sworn officer with the City of Bridgeton Police Department.
36. Accordingly, the City of Bridgeton removed Officer Reed from his civil service position through the perception that was suffering from an alcoholic disability.
37. This action was taken without any progressive discipline.
38. This action as taken without any attempts to help Officer Reed deal with his presumed disability.
39. This action was taken intentionally, maliciously and without any attempt to deal with the perceived handicap (alcoholism) of the employee.
40. During the course of the numerous attempts to mediate and/or try this case before the Administrative Law Judge, the City of Bridgeton determined it was in their best interest to return Officer Reed to employment status.

41. On or about February 2008, Shawn Reed was returned to work as a sworn police officer, but relegated to desk duty and required to report to work in a uniform specifically designed for only him.
42. During the period of February until July 2008, Officer Reed, the most senior member of the police department, was denied the benefit of wearing the appropriate uniform, performing his appropriate duties, and obtaining overtime benefits. As the senior member he would first be offered any overtime duty assignments.
43. This action on the part of the City of Bridgeton Police Department created a hostile and inhospitable work environment and subjected Officer Reed to ridicule and emotional distress.
44. This action was dictated by the Business Administrator through the Chief of Police.
45. As a result of same, Officer Reed was humiliated, denigrated, caused financial harm and was forced to work in a situation where he was being ridiculed and laughed at by his co-employees because of his status as a sworn police officer working as a file clerk in a specially designed uniform.
46. These actions on the part of the City of Bridgeton through the officials as set forth above are inappropriate and denigrating.

**COUNT ONE - NEW JERSEY LAW AGAINST DISCRIMINATION (“disability discrimination”)**

47. Plaintiffs repeat and incorporate all of the previous allegations as if fully set forth herein.
48. Plaintiff was a “disabled” individual as defined by the New Jersey Law Against Discrimination.
49. Defendants, City of Bridgeton and Bridgeton Police Department are employers as defined by the New Jersey Law Against Discrimination.

50. The New Jersey Law Against Discrimination requires employers to offer disabled employees reasonable accommodations of their disability conditions. This includes the obligation to engage in an “interactive process” to determine appropriate reasonable accommodation(s).
51. In addressing plaintiff’s request for reasonable accommodations to permit him to return to full time employment in August 2006, defendants failed to engage in good faith “interactive process” to determine whether reasonable accommodations such as permitting him to return to work light duty or allowing him to utilize the “sick bank,” would enable plaintiff to resume full time employment.
52. The action of defendants later removing plaintiff from his position for abandoning his job was in violation of plaintiff’s right to reasonable accommodation of his disability.
53. Defendants’ action in concocting other pretextual charges to go along with the charge of unfit for duty based on an allegation of chronic alcoholism was in violation of plaintiff’s right to reasonable accommodation of his disability.
54. As a proximate result of defendants’ disability discrimination, plaintiff has suffered personal hardships, severe emotional distress, humiliation, mental pain and anguish, financial hardships, damages to personal and professional reputation, career uncertainty, counsel fees and costs and such other and further losses as are established at trial.

**COUNT TWO - NEW JERSEY LAW AGAINST DISCRIMINATION (“perceived disability discrimination”)**

55. Plaintiffs repeat and incorporate all of the previous allegations as if fully set forth herein.
56. At all times relevant, defendants perceived plaintiff to be suffering from alcoholism.

57. The New Jersey Law Against Discrimination requires employers to offer disabled employees reasonable accommodations of their disability conditions. This includes the obligation to engage in an “interactive process” to determine appropriate reasonable accommodation(s).
58. In addressing, plaintiff’s requests for reasonable accommodations to permit him to return to work, defendants failed to engage in a good faith “interactive process” to determine whether reasonable accommodations would enable plaintiff to resume to full time employment.
59. As explained above, the City of Bridgeton removed Officer Reed from his civil service position through the perception that he was suffering from an alcoholic disability.
60. It is the allegation that defendants’ reasons for their treatment of plaintiff were purely pretextual.
61. Defendants’ action of removing plaintiff from employment was motivated by his perceived disability and thus, in violation of the New Jersey Law Against Discrimination.
62. Based on the foregoing, plaintiff has been subjected to unlawful discriminatory treatment because of his perceived disability.
63. As a proximate result of defendant’s perceived disability discrimination, plaintiff has suffered personal hardships, severe emotional distress, humiliation, mental pain and anguish, financial hardships, damages to personal and professional reputation, career uncertainty, counsel fees and costs and such other and further losses as are established at trial.

**COUNT THREE - HOSTILE WORK ENVIRONMENT**

64. Plaintiffs repeat and incorporate all of the previous allegations as if fully set forth herein.

65. During plaintiff's attempts to return to work, defendants subjected him to disparate treatment as compared to other similarly situated employees
66. In refusing to return plaintiff to work with reasonable accommodations defendants treated plaintiff disparately from similarly situated employees.
67. This hostile treatment was so severe as to alter the employment conditions and caused plaintiff's work environment to be hostile.
68. As a proximate result of this hostile treatment and hostile work environment caused by defendants, plaintiff has suffered personal hardships, severe emotional distress, humiliation, mental pain and anguish, financial hardships, damages to personal and professional reputation, career uncertainty, counsel fees and costs and such other and further losses as are established at trial.

**COUNT FOUR - VIOLATION OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

69. Plaintiffs repeat and incorporate all of the previous allegations as if fully set forth herein.
70. As part of the employment relationship between plaintiff and defendants, City of Bridgeton and the Bridgeton Police Department, there was an implied duty of good faith and fair dealing on the part of the City of Bridgeton and the Bridgeton Police Department that required their good faith handling of plaintiff's attempt to return to full time work with accommodations.
71. Plaintiff's attempt to return to full time work was not addressed in good faith or fairly in violation of the implied duty of good faith and fair dealing.
72. As a result of defendants', City of Bridgeton and the Bridgeton Police Department, breach of implied contract of good faith and fair dealing, plaintiff has suffered personal hardships, severe emotional distress, humiliation, mental pain and anguish, financial

hardships, damages to personal and professional reputation, career uncertainty, counsel fees and costs and such other and further losses as are established at trial.

**COUNT FIVE - INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

73. Plaintiffs repeat and incorporate all of the previous allegations as if fully set forth herein.

74. As set forth above, defendants intentionally or recklessly created pretextual charges in order to remove plaintiff from employment and created a hostile work environment.

75. In doing so, defendants intentionally or recklessly proximately caused emotional distress for the plaintiff.

76. Defendants' conduct was sufficiently outrageous in character and extreme in degree as to go beyond all bounds of decency.

77. The emotional distress suffered by plaintiffs was so severe that no reasonable person could be expected to endure it.

**COUNT SIX - NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS**

78. Plaintiffs repeat and incorporate all of the previous allegations as if fully set forth herein.

79. Defendants owed a duty to the plaintiff to not subject him to a foreseeable risk of genuine and substantial emotional distress.

80. Through the actions set forth above, defendants breached that duty.

81. As a result of defendants' breach, the plaintiff was proximately caused an injury of genuine and substantial emotional distress.

**COUNT SEVEN - NEGLIGENCE**

82. Plaintiffs repeat and incorporate all of the previous allegations as if fully set forth herein.

83. Defendants, by virtue of their negligence and/or recklessness, along with a breach of the statutory duties imposed as a result of their positions, breached each and every duty of care due and owing plaintiff.

84. As a result of said breach, defendants caused the plaintiff to suffer numerous outrageous injuries and damages.

**COUNT EIGHT - V. DR. FARRELL CROUSE**

85. Plaintiffs repeat and incorporate all of the previous allegations as if fully set forth herein.

86. Dr. Farrell Crouse is licensed medical doctor with a specialty in psychiatry.

87. Dr. Farrell Crouse was retained by the City of Bridgeton for the purpose of doing fitness for duty evaluations and other psychological counseling and care for members of the Bridgeton Police Department, and, perhaps, other departments.

88. Dr. Farrell Crouse negligently performed his duties, or, alternatively, performed his duties in such a way that was a deviation from the standard of care in the performance of psychiatric evaluations and/or fitness for duty evaluations for police officers.

89. Dr. Farrell Crouse diagnosed plaintiff, Shawn Reed, with chronic alcoholism and other related diagnoses which caused plaintiff, Shawn Reed, to be separated from his employment.

90. The diagnosis of Dr. Crouse was incorrect, inaccurate and a deviation from the standard of care in entering such a document and also in producing a lack of fitness for duty evaluation.

91. As a result of these diagnoses, plaintiff, Shawn Reed, was separated from his employment improperly.

**COUNT NINE - PLAINTIFF SUZANNE REED v. ALL DEFENDANTS**

92. Plaintiffs repeat and incorporate all of the previous allegations as if fully set forth herein.

93. Plaintiff, Suzanne Reed, is the wife of Shawn Reed and resides with him at 1051 Ye  
Greate Street, Greenwich, New Jersey.

94. Plaintiff, Suzanne Reed is entitled to her husband's care, comfort and society.

95. Due to the negligence of the defendants, City of Bridgeton and Dr. Farrell Crouse,  
plaintiff, Suzanne Reed had been deprived of the care, comfort and society of her  
husband, Shawn Reed.

**DEMAND FOR JUDGMENT**

WHEREFORE, plaintiffs demand judgment against all defendants, jointly and severally,  
on each count of their complain as follows:

- (a) Compensatory and punitive damages;
- (b) Damages for lost wages and benefits;
- (c) Damages for emotional distress, pain and humiliation;
- (d) Damages for injuries to plaintiff, Shawn Reed's career opportunities;
- (e) Cost of treatment for plaintiff, Shawn Reed's injuries;
- (f) Punitive damages;
- (g) Reasonable attorney's fees and costs;
- (h) Such other relief as the Court may deem just and equitable.

**JURY DEMAND**

Plaintiffs, Shawn Reed and Suzanne Reed, herein demand a trial by jury on all issues  
herein as provided by the rules governing the Courts.

**NOTICE OF TRIAL COUNSEL**

PLEASE BE NOTIFIED, that pursuant to R. 4:25-4, Kevin P. McCann, Esquire is hereby designated as trial counsel in the above-captioned litigation on behalf of the plaintiffs, Shawn Reed and Suzanne Reed.

**CERTIFICATION**

Pursuant to R. 4:5-1, the undersigned hereby certifies that the above action is not the subject of any other lawsuit or arbitration proceeding, and that there are no other persons interested in the above action who have not been made a party to said action.

CHANCE & McCANN, LLC

Attorneys for Plaintiffs

Dated: August 28, 2008

By:   
SHIRLEY NAYLOR, ESQUIRE

RICHARD DIETERLY  
JAMES H. KNOX  
RICHARD P. CUSHING  
MARK H. CHAZIN ▲  
WILLIAM W. GOODWIN, JR. ★  
SHARON HANDROCK MOORE ◆  
ROBERT C. WARD, JR.  
JOHN G. MANFREDA +  
JACOB A. PAPAY, JR. □  
JOSEPH F. TRINITY ✧  
WILLIAM J. RUDNIK □★  
STEVEN D. FARSIU □  
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DEBORAH B. ROSENTHAL □  
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◆ ALSO MEMBER OF CA BAR  
+ ALSO MEMBER OF MA BAR  
○ ALSO MEMBER OF MN BAR  
□ ALSO MEMBER OF PA BAR  
▲ ALSO MEMBER OF  
NY AND PA BARS  
▼ ALSO MEMBER OF NY BAR  
★ CERTIFIED BY THE SUPREME  
COURT OF NJ AS A  
MATRIMONIAL LAW ATTORNEY  
✧ CERTIFIED BY THE SUPREME  
COURT OF NJ AS A  
CIVIL TRIAL ATTORNEY  
REPLY TO CLINTON, NJ

November 17, 2010

**VIA EMAIL**

Theodore E. Baker, Esq.  
Baker, Krell, Haag & Bertram  
56 Fayette Street  
PO Box 257  
Bridgeton, NJ 08302

RE: SHAWN REED and SUZANNE REED vs. CITY OF BRIDGETON,  
THE BRIDGETON POLICE DEPARTMENT, FORMER CHIEF  
JEFFREY C. WENTZ, CURRENT CHIEF MARK OTT, and BUSINESS  
ADMINISTRATOR, ARCH LISTON  
DOCKET NUMBER: CUM-L-000845-0008  
G & K FILE # 28315/SHM

Dear Mr. Baker:

Enclosed for your records please find a copy of the fully executed Release dated July 17, 2010 for full and final settlement between Shawn and Suzanne Reed and the City of Bridgeton defendants in the amount of \$100,000.00, along with a copy of the filed Stipulation of Dismissal for the above-captioned matter.

Thank you for your courtesy and cooperation throughout the matter. If you have any questions, please feel free to contact me.

Very truly yours,

  
LESLIE A. PARIKH

LAP/dp  
Enclosures

## RELEASE

This Release, dated July 19<sup>th</sup>, 2010, is given by the Releasors, Shawn Reed and Suzanne Reed, referred to as "I," to the Releasee, the City of Bridgeton, the City of Bridgeton, Former Police Chief Jeffrey Wentz, Current Chief Mark Ott, Business Administrator Arch Liston, and The Bridgeton Police Department referred to as "You." If more than one person signs this Release, "I" shall mean each person who signs this Release.

**1. RELEASE.** 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 claims resulting from anything which has happened up to now, including, but not limited to, any and all claims asserted as set forth in a certain action pending in the Superior Court of New Jersey, Law Division, Cumberland County, Docket No. CUM-L-000845-08, which shall simultaneously herewith be dismissed with prejudice as part of the consideration thereof.

It is expressly understood and agreed that the acceptance of the said amount is in full accord and satisfaction of and in compromise of all disputed claims and that the payment thereof is not an admission of liability, but is made for the purpose of terminating all disputes and litigation between the parties. The Releasor agrees as a further consideration and inducement for this compromise settlement that it shall apply to all unknown and unanticipated damages resulting from said incident, casualty or event, as well as to those not disclosed.

**2. PAYMENT.** I have been paid a total of One Hundred Thousand Dollars (**\$100,000.00**), in full payment for making this release. I agree that I will not seek anything further including any other payment.

**3. TAXABILITY.** Releasor further agrees that neither Defendants nor their counsel have made representations to the Releasor concerning the taxability of the amounts to be paid herewith. It

is further understood that in the event a taxing entity ultimately determines that any or all of the foregoing amounts constitute income for which any taxes remain due and owing, Releasor shall be responsible for the payment of all such taxes and shall hold Defendants and their counsel and insurance carriers harmless.

**4. LIENS.** Releasors agrees that if any claims, suits or liens, which arose as a result of this claim are asserted against them in connection with injuries or other losses, either under Workers' Compensation laws, or by any provider of medical, dental or hospital services, or by the State of New Jersey, the United States, or any governmental body, including welfare boards, Releasors will indemnify and hold Releasees, their attorneys, and insurance carriers harmless against such claims, suits, or liens.

In reaching agreement on the terms of this Release, the parties acknowledge Releasors' possible entitlement to Social Security disability benefits pursuant to 42 USC § 423, and receipt of Medicare or Medicaid benefits under 42 USC § 1395y, as well as the entitlement of the Centers for Medicare and Medicaid Services ("CMS") to subrogation and intervention, pursuant to 42 USC §1395y(b)(2) to recover any overpayment made by CMS. The parties to this Release agree that this Release is not intended to shift to CMS the responsibility for payment of medical expenses for the treatment of injury related conditions. The parties agree that this settlement is intended to provide Releasor a lump sum payment which will foreclose Releasees' responsibility for future payment of all injury related medical expenses.

The Releasors hereby represent that they have not received any conditional payments from Medicare and are not currently entitled to receive any Medicare benefits.

Based upon careful consideration of all of the medical reports and opinions, as well as Releasor's own knowledge of his condition and symptoms, the parties to this Release agree that there

will be no future medical care related to the injuries allegedly sustained in this accident. The Releasor hereby agrees that he will not pursue any benefits from Medicare for any medical treatment that should arise with regard to the injuries sustained in this accident, on or after the date of this agreement. As of the date of the signing of this Release, Releasor is employed by the City of Bridgeton as a Police Officer on a full time basis and has made no applications for Medicare, Medicaid or Workers' Compensation as a result of the injuries claimed in this case.

The Releasor further agrees that he will defend, indemnify and hold harmless the Released parties, their attorneys and their carriers for any lien or claim for reimbursement asserted by Medicare in connection with any figure payments as well as any pre-settlement Medicare Conditional Payments, which may be identified and reimbursement demanded of the Released parties after the settlement.

**5. WHO IS BOUND.** The signatories to this Release are bound by this release. Anyone who succeeds to the rights and responsibilities of the signatories, such as my heirs or the executor of my estate, and future Chiefs of Police and members of the Bridgeton Police Department, 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.

**6. SIGNATURES.** I understand and agree to the terms of this Release. This Release is subject to the approval of the City of Bridgeton but does not require their signature.

WITNESSED OR ATTESTED BY:

Elizabeth North

Elizabeth North

Shawn Reed  
SHAWN REED

Suzanne Reed  
SUZANNE REED

STATE OF NEW JERSEY            )  
  )SS.  
COUNTY OF SALEM                )

I certify that on July 19<sup>th</sup>, 2010, Shawn Reed and Suzanne Reed, personally came before me and acknowledged under oath, to my satisfaction that he is named in and personally signed this document and he signed, sealed and delivered this document as his act and deed.

Elizabeth North  
Notary Public

**ELIZABETH M. NORTH**  
**NOTARY PUBLIC OF NEW JERSEY**  
**Commission Expires 1/18/2011**