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D.R. 4137
DAVID B. RUBIN, P.C.
Attorney At Law
44 Bridge Street
P. O. Box 4579
Metuchen, New Jersey 08840
(732) 767-0440
Attorney for Plaintiff George W. Kramer

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

_____	:	
JUSTIN RACELIS,	:	Civil Action No. 09-3066 (AET)
	:	
Plaintiff,	:	
	:	
v.	:	
	:	
BOROUGH OF SEASIDE HEIGHTS,	:	
et al.,	:	
	:	
Defendants.	:	
	:	

_____	:	
GEORGE W. KRAMER,	:	Civil Action No. 09-3381 (GEB)
	:	
Plaintiff ,	:	
	:	
vs.	:	
	:	
BOROUGH OF SEASIDE HEIGHTS;	:	
et al.,	:	
	:	
Defendants.	:	
	:	

**AMENDED COMPLAINT AND JURY
DEMAND OF GEORGE W. KRAMER**

_____ George W. Kramer, residing at 161 Pine Tree Road,
Bloomingdale (Passaic County), New Jersey, by way of amended
complaint against defendants, says:

JURISDICTION

1. This action is brought pursuant to 42 U.S.C. Section 1983 and in accordance with the Fourth and Fourteenth Amendments of the Constitution of the United States of America.

Jurisdiction is conferred under 28 U.S.C. § 1331 and § 1343(3). This Court has supplemental jurisdiction over Plaintiff's State law claims pursuant to 28 U.S.C. § 1367.

PARTIES

2. Plaintiff George W. Kramer, residing at 161 Pine Tree Road, Bloomingdale, New Jersey, in the County of Passaic, is and was, at all times herein relevant, a resident of the State of New Jersey and a citizen of the United States of America.

3. Defendants Robert Rezzonico, Shawn Heckler, Sean J. McGinley, Matthew Quinn, Moutros Constantino and/or John Does 1-5 were at all times mentioned herein duly appointed and acting police officers of the Seaside Heights Police Department and at all times herein were acting in such a capacity as the agents, servants and/or employees of the Borough of Seaside Heights and were acting under the color of law.

4. Defendants Chief of Police Thomas Boyd, Terrence R. Farley and/or John Does 6-10 were at all times mentioned herein duly appointed and acting members of the Seaside Heights Police Department and at all times herein were acting in such

capacities as the agents, servants and/or employees of the Borough of Seaside Heights and were acting under the color of law.

5. Defendants Boyd, Farley and/or John Does 6-10 were acting in supervisory capacities over Defendants Rezzonico, Heckler, McGinley, Quinn, Constantino and/or John Does 1-5 and responsible by law for the training, supervision and conduct of Defendants Rezzonico, Heckler, McGinley, Quinn, Constantino and/or John Does 1-5.

6. Defendant Borough of Seaside Heights is a duly constituted municipality of the state of New Jersey, under the laws of the state of New Jersey.

7. At all times relevant hereto, Defendant Borough of Seaside Heights employed the aforementioned Defendants. As such, it was responsible for the training, supervision and conduct of Defendants Boyd, Farley, Rezzonico, Heckler, McGinley, Quinn, Constantino and/or John Does 1-10.

FACTUAL ALLEGATIONS

8. On July 29, 2007, after an evening with friends in Seaside Heights, Plaintiff was returning to a friend's automobile to return home.

9. The automobile was parked in the vicinity of the Bamboo Lounge, a bar where Plaintiff and his friends had spent much of the evening.

10. As Plaintiff and his friends were across the street from the automobile, Plaintiff observed numerous police officers in the vicinity of the automobile in the process of assaulting and/or arresting a number of individuals, including one individual who was on the ground, handcuffed, and being "Maced."

11. Plaintiff was in possession of a camera that he had been employing to take photographs throughout the evening.

12. While remaining on the other side of the street from the altercation aforesaid, Plaintiff took approximately two photographs of the police officers' violent behavior toward the individuals aforesaid.

13. Upon seeing Plaintiff take the photographs, Defendant Heckler crossed the street to where Plaintiff was standing, and accused Plaintiff of "playing Papparazzi," or words to that effect. Plaintiff offered to delete the photographs he had taken, but Defendant Heckler handcuffed Plaintiff and, aided and abetted by Defendants Rezzonico, McGinley, Quinn, Constantino and/or John Does 1-5, forcibly placed Plaintiff under arrest.

14. Plaintiff was placed in a Seaside Heights police vehicle, along with the individual who had been "Maced," and was transported to the Seaside Heights police station.

15. At the Seaside Heights police station, Plaintiff was charged with purposely obstructing, impairing or perverting the

administration of law or governmental function in violation of N.J.S.A. 2C:29-1a, and placed in detention until he was released from custody later that morning, at which time his camera was returned to him. The prosecution of the offense aforesaid is still pending as of the commencement of this action.

16. Following Plaintiff's release from custody, he and his friends stopped at a 7-11 store in Seaside Heights to purchase food before departing for home.

17. While in the 7-11 store, Plaintiff once again encountered Defendant Heckler, who was patronizing the establishment. Defendant Heckler informed Plaintiff that if he came to court and pled guilty to the offenses with which he was charged, "maybe we can work something out," or words to that effect.

18. Defendant Heckler further advised Plaintiff that the photographs he had taken of Defendants' violent behavior had been deleted by himself, Defendants Rezzonico, McGinley, Quinn, Constantino and/or John Does 1-5.

FALSE ARREST

COUNT ONE

19. The previous paragraphs are incorporated herein inclusively as if fully set forth.

20. Defendant Heckler, aided and abetted by Defendants Rezzonico, McGinley, Quinn, Constantino and/or John Does 1-5,

arrested Plaintiff without probable cause to believe that any violation of law had occurred and, in fact, no violation had occurred.

21. Said Defendants' actions were taken with malice toward Plaintiff, for the purpose of destroying evidence of their violent behavior at the time in question, and consistent with a known practice within the Seaside Heights Police Department of harassing and intimidating citizens, arrestees, detainees and innocent onlookers.

22. As a direct and proximate result of the above-referenced unlawful and malicious conduct by Defendants Hecker, Rezzonico, McGinley, Quinn, Constantino and/or John Does 1-5, committed under color of state law, Plaintiff was deprived of his rights to be secure against unreasonable seizure of his person, in violation of the Fourth and Fourteenth Amendments of the Constitution of the United States and 42 U.S.C. § 1983.

23. As a direct and proximate cause of the malicious and outrageous conduct of Defendants as set forth above, Plaintiff suffered physical pain from being unnecessarily handcuffed, which aggravated a separated shoulder that Plaintiff had suffered in a recent automobile accident.

24. By reason of the above, Plaintiff also suffered physical pain, great mental anguish, and was deprived of his constitutional rights as described above.

WHEREFORE, Plaintiff George W. Kramer demands judgment against Defendants Shawn Heckler, Robert Rezzonico, Sean J. McGinley, Matthew Quinn, Moutros Constantino and/or John Does 1-5 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

SUPERVISORY LIABILITY
COUNT TWO

25. The previous paragraphs are incorporated herein inclusively as if fully set forth.

26. Defendants Farley, John Doe 2 and/or John Does 6-10 were supervisory officials and/or officers in charge at the time Plaintiff was arrested and detained.

27. Defendants Farley, John Doe 2 and/or John Does 6-10 had a duty to prevent subordinate officers Heckler, Farley, Rezzonico, McGinley, Quinn, Constantino and/or John Does 1-5 from violating the constitutional rights of citizens and/or detainees.

28. Defendants Farley, John Doe 2 and/or John Does 6-10 either directed Defendants Heckler, Farley, Rezzonico, McGinley, Quinn, Constantino and/or John Does 1-5 to violate Plaintiff's constitutional rights or had knowledge of and acquiesced in his/their subordinates' violations.

29. As a direct and proximate result of the acts of Defendants Farley, John Doe 2 and/or John Does 6-10 as set forth

herein, Plaintiff was deprived of his rights to be secure against unreasonable seizure of his person, in violation of the Fourth and Fourteenth Amendments of the Constitution of the United States and 42 U.S.C. § 1983.

30. As a direct and proximate cause of the malicious and outrageous conduct of Defendants as set forth above, Plaintiff suffered physical pain from being unnecessarily handcuffed, which aggravated a separated shoulder that Plaintiff had suffered in a recent automobile accident.

31. By reason of the above, Plaintiff also suffered physical pain, great mental anguish, and was deprived of his constitutional rights as described above.

WHEREFORE, Plaintiff George W. Kramer demands judgment against Defendants Terrence R. Farley, John Does 2 and/or John Does 6-10 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

UNLAWFUL CUSTOM, PRACTICE, POLICY/ INADEQUATE TRAINING
COUNT THREE

32. The previous paragraphs are incorporated herein inclusively as if fully set forth.

33. Defendants Borough of Seaside Heights Police Department, Boyd, Farley and/or John Does 6-10 are vested by state law with the authority to make policy on the use of force,

effectuating arrests and police citizen encounters.

Specifically, Defendant Boyd is the Chief of Police. Defendant Farley was the supervisor of Defendants Heckler, Rezzonico, McGinley, Quinn, Constantino and/or John Does 1- 10.

34. At all times mentioned herein, Defendants Heckler, Boyd, Farley, Rezzonico, McGinley, Quinn, Constantino and/or John Does 1- 10, as police officers, agents, servants and/or employees of Defendant Borough of Seaside Heights, were acting under the direction and control of Defendants Borough of Seaside Heights Police Department, Boyd, Farley and/or John Does 6-10, and were acting pursuant to the official policy, practice or custom of the Borough of Seaside Heights Police Department.

35. Acting under color of law pursuant to official policy, practice, or custom, Defendants Borough of Seaside Heights, Boyd, Farley and/or John Does 6-10 intentionally, knowingly, recklessly and/or with deliberate indifference failed to train, instruct, supervise, control, and discipline on a continuing basis, Defendants Heckler, Farley, Rezzonico, McGinley, Quinn, Constantino and/or John Does 1-10 in their duties to refrain from: (1) unlawfully and maliciously assaulting, arresting and harassing citizens; (2) intentionally, recklessly and/or negligently misrepresenting the facts of arrests and/or other police-citizen encounters; (3) falsifying police and/or other official records; (4) withholding and/or mishandling evidence; (5) discouraging and suppressing citizens from recording acts of

police misconduct, and/or (6) using unreasonable and excessive force.

36. Defendants Borough of Seaside Heights, Boyd, Farley and/or John Does 6-10 were aware of numerous similar police citizen encounters involving Defendants Heckler, Boyd, Farley, Rezzonico, McGinley, Quinn, Constantino, John Does 1-10 and/or other Seaside Heights Police Officers whereby they customarily and frequently subjected citizens held in custody to physical and mental abuse; unlawfully and maliciously assaulted, arrested and harassed citizens; intentionally, recklessly and/or negligently misrepresented the facts of arrests and/or other police-citizen encounters; falsified police and/or other official records; discouraged and suppressed citizens from recording acts of police misconduct; mishandled and/or withheld evidence and/or used unreasonable and excessive force on citizen/arrestees.

37. Despite their awareness, Defendants Borough of Seaside Heights, Boyd, Farley and/or John Does 6-10 failed to employ any type of corrective or disciplinary measures against Defendants Heckler, Boyd, Farley, Rezzonico, McGinley, Quinn, Constantino, John Does 1-10, and/or other Seaside Heights Police Officers.

38. Defendants Borough of Seaside Heights, Boyd and/or John Does 6-10 had knowledge of, or, had they diligently exercised their duties to instruct, train, supervise, control, and discipline Defendants Heckler, Boyd, Farley, Rezzonico, McGinley, Quinn, Constantino and/or John Does 1-10 on a continuing basis,

should have had knowledge that the wrongs which were done, as heretofore alleged, were about to be committed.

39. Defendants Borough of Seaside Heights, Boyd, Farley and/or John Does 6-10 had power to prevent or aid in preventing the commission of said wrongs, could have done so by reasonable diligence, and intentionally, knowingly, recklessly and/or with deliberate indifference failed to do so.

40. Defendants Borough of Seaside Heights, Boyd, Farley and/or John Does 6-10, directly or indirectly, under color of state law, approved or ratified the unlawful, deliberate, malicious, reckless, and wanton conduct of Defendants Heckler, Boyd, Farley, Rezzonico, McGinley, Quinn, Constantino and/or John Does 1-10 heretofore described.

41. As a direct and proximate result of the acts of Defendants Borough of Seaside Heights, Boyd, Farley and/or John Does 6-10 as set forth herein, As a direct and proximate result of the acts of Defendants Farley, John Doe 2 and/or John Does 6-10 as set forth herein, Plaintiff was deprived of his rights to be secure against unreasonable seizure of his person, in violation of the Fourth and Fourteenth Amendments of the Constitution of the United States and U.S.C. § 1983.

42. As a direct and proximate cause of the malicious and outrageous conduct of Defendants as set forth above, Plaintiff suffered physical pain from being unnecessarily handcuffed, which aggravated a separated shoulder that Plaintiff had suffered in a

recent automobile accident.

43. By reason of the above, Plaintiff also suffered physical pain, great mental anguish, and was deprived of his constitutional rights as described above.

WHEREFORE, Plaintiff George W. Kramer demands judgment against Defendants Borough of Seaside Heights, Thomas Boyd, Terrence R. Farley and/or John Does 6-10 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

DEMAND FOR PROSPECTIVE INJUNCTIVE RELIEF
COUNT FOUR

44. The previous paragraphs are incorporated herein inclusively as if fully set forth.

45. Pursuant to 42 U.S.C. § 1983, given that there exists no adequate remedy at law, Plaintiff is entitled to prospective injunctive relief against the Defendants.

46. The relief sought by Plaintiff includes, but is not limited to, the following:

a. An order permanently restraining and enjoining Defendants Borough of Seaside Heights, Heckler, Boyd, Farley, Rezzonico, McGinley, Quinn, Constantino and John Does 1-10 from engaging in, encouraging, teaching, promoting or training Police Officers in discouraging and suppressing citizens from recording police misconduct and using excessive force against citizens and/or arrestees.

b. An order compelling Defendant Borough of Seaside Heights to take prompt, appropriate and corrective measures to prevent any practices that encourage, teach, engage in, promote or train its officers to discourage and suppress citizens from recording police misconduct and/or using excessive force against citizens and/or arrestees.

c. An order compelling Defendant Borough of Seaside Heights to provide regular and consistent training sessions to Seaside Heights Police Officers.

d. An order compelling Defendant Borough of Seaside Heights to implement a system whereby prompt, appropriate action is taken against any Seaside Heights Police Officer who engages in, teaches and/or condones discouraging and suppressing citizens from recording police misconduct and/or using excessive force against citizens and/or arrestees.

e. An order permanently restraining and enjoining Defendants Heckler, Rezzonico, McGinley, Quinn, Constantino and/or John Does 1-5 from discouraging and suppressing citizens from recording police misconduct and physically abusing and using excessive force against citizens and/or arrestees.

f. An order permanently restraining and enjoining Defendant Borough of Seaside Heights from employing Defendants Heckler, Rezzonico, Shawn Heckler, McGinley, Quinn, Constantino and John Does 1-10 as police officers or law enforcement personnel in any

capacity except for clerical duty, solely and entirely confining them to Police headquarters and limiting them entirely to desk duty; enjoining Defendants Heckler, Rezzonico, McGinley, Quinn, Constantino and John Does 1-10 from any patrol duty, and enjoining Defendants Heckler, Rezzonico, McGinley, Quinn, Constantino and John Does 1-10 from making arrests, assisting in making arrests and using any force in making arrests and/or assisting in making arrests.

g. Any other relief as the Court deems proper and just.

WHEREFORE, Plaintiff George W. Kramer demands judgment against Defendants Borough of Seaside Heights, Shawn Heckler, Thomas Boyd, Terrence R. Farley, Robert Rezzonico, Sean J. McGinley, Matthew Quinn, Moutros Constantino and/or John Does 1-10 on this Count, together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

VIOLATION OF NEW JERSEY CIVIL RIGHTS ACT (NJCR)
COUNT FIVE

_____48. The previous paragraphs are incorporated herein inclusively as if fully set forth.

49. The conduct of Defendants Heckler, Rezzonico, McGinley, Quinn, Constantino and/or John Doe Individuals 1-5, set forth at length above, deprived plaintiff of his substantive due process right to be free from unlawful seizure of his person and his fundamental right to liberty secured by the Constitution of the

United States and the Constitution of the State of New Jersey, in violation of N.J.S.A. 10:6-1, et seq. ("The New Jersey Civil Rights Act").

50. As a direct and proximate result of the aforesaid acts of Defendants Heckler, Rezzonico, McGinley, Quinn, Constantino and/or John Does 1-5, Plaintiff suffered physical pain, lost wages, medical expenses, and mental anguish.

WHEREFORE, Plaintiff George W. Kramer demands judgment against Defendants Shawn Heckler, Robert Rezzonico, Sean J. McGinley, Matthew Quinn, Moutros Constantino and/or John Does 1-5 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

MALICIOUS PROSECUTION
COUNT SIX

____51. The previous paragraphs are incorporated herein inclusively as if fully set forth.

52. The prosecution against Plaintiff was terminated favorably to Plaintiff on or about October 30, 2009, by way of a dismissal of all charges as a matter of law on motion at the conclusion of the State of New Jersey's case in chief.

53. The proceedings aforesaid were initiated without probable cause, maliciously, and for purposes other than bringing Plaintiff to justice.

54. The conduct of Defendants Heckler, Rezzonico, McGinley, Quinn, Constantino and/or John Doe Individuals 1-5, set forth at

length above, deprived Plaintiff of his right to be free from unlawful seizure of his person and his fundamental right to liberty secured by the Fourth and Fourteenth Amendments to the Constitution of the United States and the Constitution of the State of New Jersey, and violated his rights pursuant to N.J.S.A. 10:6-1, et seq. ("The New Jersey Civil Rights Act").

55. As a direct and proximate result of the aforesaid acts of Defendants Heckler, Rezzonico, McGinley, Quinn, Constantino and/or John Does 1-5, Plaintiff suffered loss of liberty, physical pain, lost wages, medical expenses, and mental anguish.

WHEREFORE, Plaintiff George W. Kramer demands judgment against Defendants Shawn Heckler, Robert Rezzonico, Sean J. McGinley, Matthew Quinn, Moutros Constantino and/or John Does 1-5 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury as to all issues.

DESIGNATION OF TRIAL COUNSEL

Please be advised that David B. Rubin, Esquire is hereby designated trial counsel in the above captioned matter.

DAVID B. RUBIN, P.C.
Attorney for Plaintiff

By: /s/David B. Rubin (D.R. 4137)
Dated: November 20, 2009 **DAVID B. RUBIN**

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated 11/2/10 is given by **GEORGE W. KRAMER**, referred to as "I", to **BOROUGH OF SEASIDE HEIGHTS, THOMAS BOYD, ROBERT REZZONICO, SHAWN HECKLER, SEAN J. MCGINLEY, MATTHEW QUINN, MOUTROS CONSTANTINO and TERRENCE FARLEY** and their agents and employees, 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 any and 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, and to future claims as described below. I specifically release all claims from personal injuries, both physical and emotional, and all other losses and damages, including punitive damages, allegedly arising from acts or omissions by the **BOROUGH OF SEASIDE HEIGHTS, THOMAS BOYD, ROBERT REZZONICO, SHAWN HECKLER, SEAN J. MCGINLEY, MATTHEW QUINN, MOUTROS CONSTANTINO and TERRENCE FARLEY**, and their agents and employees, for the events occurring on and about July 29, 2007 which is the subject of lawsuit in KRAMER v. BOROUGH OF SEASIDE HEIGHTS, ET AL., Civil Action No.09-3381 (GEB), and any and all claims for personal injuries and all other damages and losses, including punitive damages, alleged in the future as a result of the acts or omissions of the **BOROUGH OF SEASIDE HEIGHTS, THOMAS BOYD, ROBERT REZZONICO, SHAWN HECKLER, SEAN J. MCGINLEY, MATTHEW QUINN, MOUTROS**

CONSTANTINO and TERRENCE FARLEY alleged in KRAMER. v. BOROUGH OF SEASIDE HEIGHTS, ET AL., Civil Action No.09-3381 (GEB). It is specifically agreed that the monetary consideration for this release is intended as compensation for personal injuries, and related emotional suffering arising therefrom, in connection with the arrest that was the subject matter of this action.

I further understand and agree that by executing this Release and accepting the money paid by you, I acknowledge that I have received fair, just, and adequate consideration for any and all claims, and I further understand and agree that by executing this Release and accepting the money paid by you I have forever remised, released, discharged, and given up any and all claims that I or others might have against you arising from or alleged to arise from any acts or omissions by the **BOROUGH OF SEASIDE HEIGHTS, THOMAS BOYD, ROBERT REZZONICO, SHAWN HECKLER, SEAN J. MCGINLEY, MATTHEW QUINN, MOUTROS CONSTANTINO and TERRENCE FARLEY**, and their agents and employees as described above. I further understand and agree that if any claims are made at any time in the future by me, directly or indirectly, or by or on behalf of **GEORGE KRAMER's** heirs and/or survivors, or by some person in a representative capacity, for pecuniary losses, injuries or damages arising from the current action against you, that you shall be entitled to be indemnified by **GEORGE KRAMER's** heirs, executors, administrators, or personal representatives, for any sums expended in defending against said claims including, but not limited to, attorneys' fees and all costs of suit together with any sum paid by way of judgment, settlement, or otherwise on account of those claims.

It is further understood and agreed that the payment of the money being paid pursuant to this Release is in full accord and satisfaction, and in compromise of, any and all disputed claims, and that the payment of the money is not an admission of liability but is made for the sole purpose of terminating the litigation between the parties.

2. **LIENS.** I hereby certify that if there are any liens against the proceeds of this settlement, they will be paid in full or compromised and released by me out of and from the amount stated in paragraph 4, below. If any liens exist which are not satisfied as required by this Agreement and a claim is made or an action filed against you by anyone to enforce such liens, I agree that I will immediately pay such liens in full. This is intended to include all liens, including but not limited to attorney's liens, liens in favor of hospitals and other medical providers, liens in favor of health and other insurers, Medicare and Medicaid liens, worker's compensation liens, all statutory or common law liens, and judgment liens. My attorney has investigated the existence of such liens, and I am making this statement based upon information known to me and/or supplied to me by my attorney. Therefore, I agree to indemnify and hold you harmless from and against any and all claims made against you by reason of any liens against the proceeds of this settlement. In addition, in the event a claim is hereafter made or an action is hereafter filed against you by anyone seeking payment of liens, I will indemnify and hold you harmless from and against any money spent in defending against such a claim, including but not limited to, attorney's fees, costs of suit, judgment, or settlement by you.

3. **ATTORNEY'S FEES.** Each party shall bear his or her own attorney's fees and costs arising from this action and in connection with the Complaint, the Release,

and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters. I shall be totally responsible for any attorney's liens arising out of representation of me by any attorney which may have been or will be asserted in connection with this claim or related matters.

4. **PAYMENT.** I have been paid a total of \$50,000 in full payment for making this Release, with said payment represented as follows: \$50,000 from the **BOROUGH OF SEASIDE HEIGHTS**. I agree that I will not seek anything further, including any other payment, from you.

5. **WHO IS BOUND.** I am bound by this release. I specifically understand and agree that all of the terms and conditions of the Release are for the benefit of and are binding upon me, and anyone else who succeeds to our rights and responsibilities. This Release is made for your benefit and for the benefit of all who succeed to your rights and responsibilities, such as your heirs and your estate.

6. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** The person signing this Release represents and warrants that they have the sole right and exclusive authority to execute this Settlement Agreement and receive the sum specified in it, and that he or she had no sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

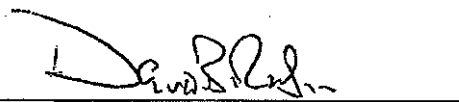
7. **REPRESENTATION OF COMPREHENSION OF DOCUMENT.** In entering into this Release, I represent that I have relied upon the legal advice of my attorney, who is the attorney of my choice, and that I have read this Release in its entirety or had it read to me, and that the terms of this Release have been explained to me by my attorney, and that these terms are fully understood and voluntarily accepted by me.

8. **GOVERNING LAW.** This Release shall be construed and interpreted in accordance with the laws of the State of New Jersey.

9. **ADDITIONAL DOCUMENTS.** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all action which may be necessary or appropriate to give full force and effect to the terms and intent of this Release.



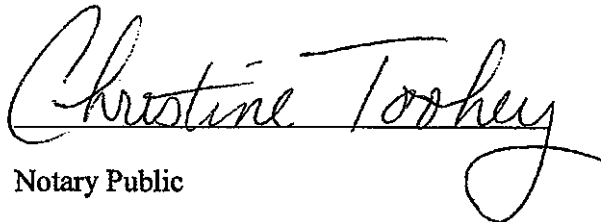
GEORGE KRAMER



Attorney for Plaintiff

STATE OF NEW JERSEY
COUNTY OF

I certify that on November 2nd, 2010, George Kramer,
came before me and acknowledge under oath, to my satisfaction, that he/she has the
power and authority to execute this release and to bind him and that
he/she personally signed this document, and that he/she voluntarily signed, sealed, and
delivered this document as his/her act or deed, without coercion or undue influence by
any other person(s).



Notary Public

