

LaCorte, Bundy, Varady & Kinsella  
989 Bonnel Court  
Union, New Jersey 07083  
(908) 810-0500  
Attorneys for Plaintiff, Yeuda Palok

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

YEUDA PALOK,

Plaintiff,

vs.

TOWNSHIP OF JACKSON, JACKSON  
TOWNSHIP POLICE DEPARTMENT,  
TOWNSHIP OF LAKEWOOD,  
LAKEWOOD TOWNSHIP POLICE  
DEPARTMENT, THE COUNTY OF  
OCEAN, OCEAN COUNTY SHERIFF'S  
OFFICE, JOHN DOES 1-20, a fictitious name  
for presently unknown agents, members,  
commissioners, and chiefs

Defendants.

Civil Action No.:

COMPLAINT AND JURY DEMAND

Plaintiff, Yeuda Palok, by and through his attorneys, LaCorte, Bundy, Varady & Kinsella, by way of complaint against the defendants herein states, upon information and belief as follows:

JURISDICTION AND VENUE

1. This action is brought pursuant to 42 U.S.C. § 1983. Jurisdiction is based upon 28 U.S.C. § 1331 and 143. This Court has supplemental jurisdiction over plaintiff's state law claims pursuant to 28 U.S.C. § 1367 (a).

2. The venue in this district is proper because, upon information and belief, all defendants either reside in or are located in the district, and all events took place in the district.

PARTIES

3. Plaintiff, Yeuda Palok, is a competent, adult Israeli citizen, currently residing at 923 Roder Avenue, Brooklyn, New York.

4. Defendant, Township of Lakewood, is and was at all times relevant to this complaint, a municipality organized under the laws of the State of New Jersey

5. Defendant, Township of Lakewood Police Department, (“Lakewood”) was at all times relevant to this complaint, a division or department of the Township entrusted with certain responsibilities, among others, enforcing federal, state and local laws and ordinances, and otherwise ensuring the safety of the people and property found within the jurisdictional limits of the Township.

6. Defendant, Township of Jackson, is and was at all times relevant to this complaint, a municipality organized under the laws of the State of New Jersey

7. Defendant, Township of Jackson Police Department (“Jackson”) was and at all times relevant to this complaint a division or department of the Township entrusted with certain responsibilities, among others, enforcing federal, state and local laws and ordinances, and otherwise ensuring the safety of the people and property found within the jurisdictional limits of the Township.

8. Defendant, the County of Ocean, is a municipal entity organized under the laws of the State of New Jersey.

9. Defendant, Ocean County Sheriff’s Office, (“OCSO”) was at all times relevant to this complaint a division or department of the County of Ocean entrusted with certain responsibilities including the responsibility for the processing of civil documents that originate from the Court system, including summons and complaints, general writs, and foreclosures and

garnishments. Upon information and belief, the office also assists local law enforcement personnel in circumstances such as alleged in this complaint.

10. John Does 1-20 are fictitious names for any and all presently unknown persons who were at all times relevant to this complaint agents, representatives and/or employees of the aforementioned police and sheriff's departments who were involved or in any way responsible for the events described in this complaint. They are being sued both individually and in their official capacities.

#### NATURE OF ACTION

11. This is an action for compensatory and punitive damages, for violations of plaintiff's constitutional and civil rights, wrongful search and seizure, assault and battery, negligent and intentional infliction of emotional harm, false imprisonment, excessive force, trespass, and invasion of privacy.

#### GENERAL ALLEGATIONS

12. Plaintiff, Yeuda Palok, born September 14, 1989, is a citizen of Israel who has resided in the United States for the past two years.

13. On or about May 9, 2007, plaintiff was enrolled as a rabbinical student at the Hor Hatalmud Rabbinical College, 1015 Park Avenue, Lakewood, New Jersey ("college").

14. In the early morning hours of May 9, 2007, after a long day of religious study, plaintiff and his roommates were asleep in their dormitory room at the college.

15. Under cover of darkness, at approximately 3:30 a.m., SWAT units from Lakewood, Jackson and the OSCO dressed in full riot gear and armed with automatic assault weapons, descended on the sleepy campus.

16. After storming the dormitory, members of defendant's tactical police units forcibly entered plaintiff's room without justification, warrant or probable cause.

17. While screaming obscenities at plaintiff and his roommates, defendants systematically herded the young men, at gunpoint, into the hallway of the dormitory, where semi-clothed and trembling in fear, they, along with dozens of their classmates, were ordered by defendants to stand, facing the wall, with hands behind their heads.

18. While forcibly detained in such manner, the panic-stricken students were terrorized by the special police, who swaggered menacingly about, accusing the students of having placed a prank telephone call to the Lakewood police station, and loudly demanding that those responsible for the call identify themselves and confess to the crime.

19. Subsequently, in furtherance of a pernicious interrogation strategy designed to compel, provoke or manipulate a confession, defendants forcibly abducted plaintiff, isolating him from the other students.

20. After sequestering plaintiff in an interrogation room, defendants badgered, belittled, and browbeat him concerning his alleged involvement in the telephone prank, which plaintiff knew nothing about.

21. When defendant's initial inquisition proved ineffectual, plaintiff was taken back to the hallway with his fellow students. While plaintiff watched in dismay, the other students were released and permitted to return to their rooms. As his classmates filed past plaintiff, he was left completely alone.

22. Once more, for nearly an hour, defendants forced the now solitary plaintiff to stand, facing the wall, with hands behind his head. During that time, defendants mocked, ridiculed and humiliated plaintiff.

23. Then, employing coercive, psychological interrogation tactics designed to intimidate plaintiff and force him to confess to a crime he did not commit, defendants subjected

the plaintiff to repeated sessions of punishing inquiry followed by extended periods of isolation during which plaintiff was forced to stand alone, facing a wall, for long stretches of time.

24. Defendant's torturous, third-degree of the plaintiff continued throughout the early morning hours of May 9, 2007.

25. When defendant's grueling techniques failed to achieve their desired result, that of compelling plaintiff's confession, the defendants relented and allowed the grievously traumatized plaintiff to return his room.

26. In the weeks following defendant's "Gestapo-like" raid on the college, further investigation revealed that the prank telephone call had not come from the college but did, in fact, emanate from another location in the same neighborhood.

27. To this date, plaintiff has never been charged with a crime.

FIRST COUNT

(Against all defendants)

Assault and Battery

28. Plaintiff repeats the allegations of Paragraphs 1-27 inclusive as if set forth fully herein.

29. Defendants, at the time and place aforesaid, assaulted and battered plaintiff with malicious intent and with an aim towards inflicting severe and serious physical and psychological injury upon him.

30. The injuries which plaintiff sustained as a direct and proximate result of the defendants' actions have had a detrimental impact on plaintiff's physical and mental well being, caused him great pain and suffering, and may require him to expend substantial sums of money for medical treatment in the future. The actions of the defendants were intentional, wanton, malicious and oppressive, entitling plaintiff to an award of punitive damages.

SECOND COUNT

(Against all defendants)

Wrongful Search, Seizure and Detention

31. Plaintiff repeats the allegations contained in Paragraphs 1-30 inclusive as if set forth fully herein.

32. The actions of the defendants at the time and place aforesaid constituted unlawful search and seizure, wrongful detention and false imprisonment.

33. As a result of the malicious actions of the defendants, the plaintiff was injured in body and mind, and suffered great pain and suffering. The actions of the defendants were intentionally, wanton, malicious and oppressive entitling plaintiff to an award of punitive damages.

THIRD COUNT

(Against all defendants)

Failure to Train and Supervise

34. Plaintiff repeats the allegations in Paragraphs 1-33 inclusive as if set forth fully herein.

35. Defendants, Township of Jackson Police Department, Township of Lakewood Police Department, Ocean County Sheriff's Department, and John Does 1-20, negligently failed to train its officers in fundamental police procedures.

36. The failure to address the foregoing issues through training and supervision and to anticipate the reasonably foreseeable events of the morning of May 9, 2007, constituted deliberate indifference to the constitutional rights of the plaintiff and led directly to the application of indiscriminate excessive force against the plaintiff who was assaulted, wrongfully detained, falsely imprisoned and interrogated in violation of his constitutional rights.

37. The aforementioned lack of training and supervision represent systematic failures, which are customs and policies of the defendants and which led directly to the wrongful conduct in violation of his Constitutional rights.

FOURTH COUNT

(Against all defendants)

Trespass and Invasion of Privacy

38. Plaintiff repeats the allegations of Paragraphs 1-37 inclusive as if set forth fully herein.

39. The actions of the defendants, at the time and place aforesaid, constituted trespass and invasion of privacy. Defendant's actions were malicious and with deliberate intent to inflict serious physical and psychological injury upon him. Plaintiff is therefore entitled to an award of punitive damages.

FIFTH COUNT

(Against all defendants)

42 U.S.C. § 1983

40. Plaintiff repeats the allegations of Paragraphs 1-39 inclusive as if set forth fully herein.

41. Defendants, acting under color of state law, willfully, intentionally, knowingly, and concertedly deprived plaintiff of his rights, privileges and immunities secured by the Constitution and the laws of the United States of America, including the Fourth and Fourteenth Amendments, by interalia:

- a. Needlessly and unreasonably subjecting the plaintiff to assault and battery;
- b. Wrongfully, and without probable cause, subjecting plaintiff to false imprisonment;

c. Wrongfully, and without probably cause, subjecting plaintiff to wrongful search and seizure;

d. Denying plaintiff due process of law;

e. Implementing, maintaining and tolerating policies, practices and customs which resulted in the illegal actions and proximately caused the plaintiff's injury as heretofore alleged.

42. These aforesaid violations are in violation of 42 U.S.C. § 1983 and the constitutional laws of the United States of America.

PRAYER FOR RELIEF

43. Plaintiff repeats the allegations of paragraphs 1-42 inclusive as if set forth fully herein.

44. Plaintiff demands judgment against all defendants and each of them, jointly and severally as follows:


a. Where applicable, plaintiff demands judgment for compensatory damages;

b. Where applicable, plaintiff demands judgment for punitive damages and exemplary damages, and any and all other damages allowed by law;

c. Plaintiff demands judgment for all equitable and other relief as the Court deems just and proper;

d. Plaintiff demands judgment of attorney's fees with interests and costs of suit.

LACORTE, BUNDY, VARADY & KINSELLA

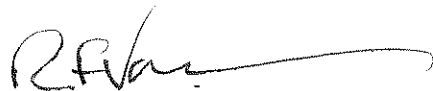
By:   
Robert F. Varady, Esq.

Dated: April 25, 2008

JURY DEMAND

The plaintiff demands a trial by jury on all issues so triable.

LACORTE, BUNDY, VARADY & KINSELLA

By:   
\_\_\_\_\_

Robert F. Varady, Esq.

Dated: April 25, 2008

## RELEASE

This Release dated December 7<sup>th</sup>, 2009

**BY:** The Releasor, **YEUDA PALOK**, hereinafter referred to as "I" or "Plaintiff",

**TO:** Releasee(s), **TOWNSHIP OF JACKSON and TOWNSHIP OF JACKSON POLICE DEPARTMENT**, on behalf of itself and its representatives, employees, agents, elected and/or appointed officials, hereinafter referred to as "You" or "Defendant";

If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. 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 the claims set forth in the matter of Palok v. Township of Jackson, et al. in the United States District Court, District of New Jersey, Civil Action No. 3:08-cv-02047, including all rights to discovery. I hereby release and forever discharge You and all of your successors and assigns, from any and all actions, causes of action, suits, claims, charges or complaints, known or unknown, which I have, may have, or claim to have against any of them for everything that has occurred up to the date of the signing of this Release. I acknowledge that this is a General Release and includes but is not limited to claims set forth in the Lawsuit. I hereby expressly waive and release any and all claims or rights arising under any federal or state constitution, statute or law; Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the New Jersey Law Against Discrimination (LAD); the New Jersey Civil Rights Act; the Equal Pay Act of 1963; the New Jersey Equal Pay Act; the Civil Rights Acts of 1866 and 1871; the Americans with Disabilities Act; the Family and Medical Leave Act; the New Jersey Family and Medical Leave Act; the Rehabilitation Act of 1973; the Fair Labor Standard Act; the Age Discrimination in Employment Act; the Employee Retirement Income Security Act; the Occupational Safety and Health Act; the Constitution of the State of New Jersey; the Constitution of the United States; the New Jersey Family Leave Act; the New Jersey Conscientious Employee Protection Act; the New Jersey Workers Compensation Law; the New Jersey Wage and Hour Law; the New Jersey Civil Rights Act; the Consumer Protection Act of 1968; the Immigration Reform and Control Act of 1986; the Nation Labor Relations Act; the Worker Adjustment and Retraining Notification Act; the Employee Polygraph Protection Act of 1988; the Fair Credit Reporting Act; the Uniformed Services Employment and Reemployment Rights Act; the Sarbanes-Oxley Act; the New Jersey Statutes Annotated "Voting Rights" provision, "Reemployment of Military Personnel," "Polygraph," "Jury Duty," "Convictions," "Lie Detector Tests," "Medical Coverage Continuation," "Garnishment," "Tobacco Outside Workplace," "Workers Compensation Retaliation," "Genetic Information;" all claims arising under any Executive Order and any claims derived from or based upon any federal or state regulation; all common-law claims including, but not limited to, Open Public Meetings Act violation, Sunshine Law violation, Rice notice violation, public policy violation, whistle blower retaliation, breach of an express or implied contract, breach of an implied covenant of good faith and fair dealing, defamation, fraud, misrepresentation, negligence, tortious

interference with contract or prospective economic advantage, false arrest, false imprisonment, conspiracy, assault, battery, excessive force, malicious prosecution, retaliation or retaliatory action, abuse of process, refusal to file complaints or denial of access to the courts, gender discrimination, intentional or negligent infliction of emotional distress, negligent or intentional misrepresentation; all claims for any economic loss including back wages, front pay, overtime pay, fringe benefits, or any other form of compensation; all claims for personal injury, including mental anguish, humiliation, pain and suffering, emotional distress, damage to name or reputation or any other form of compensatory or punitive damages, and all claims for costs and attorneys' fees and any and all other claims however denominated, regardless of legal theory or operative facts; any claims relating to any disciplinary matter; and any and all claims for economic and punitive damages, and all fees, costs or other expenses incurred in pursuit of any claim against you. This Release includes all claims, known or unknown, for anything that has occurred up to and including the date of this Release.

2. I further waive any right which I may have under Federal and/or State statutes to petition the Court for payment of counsel fees incurred concerning these claims.
3. I further acknowledge that the settlement of these claims which are also the subject of a lawsuit instituted in matter of Palok v. Township of Jackson, et al. in the United States District Court, District of New Jersey, Civil Action No. 3:08-cv-02047, does not constitute nor should it be construed or considered as an admission of liability, guilt or non-compliance with any Federal, State or local law or any other wrongdoing whatsoever on the part of any party to this lawsuit.
4. I acknowledge that all claims for wages and medical expenses paid or unpaid and/or liens asserted from whatever source paid or unpaid and any reimbursement due any federal or state agency including but not limited to welfare or any public assistance program or any monies owed under a child support judgment will be satisfied from the proceeds of this settlement.
5. I agree to hold you and your attorneys harmless for any claims with respect to distribution of proceeds as referenced on Paragraph 4.
6. Defendant makes no representations regarding the federal or state tax consequences of the payments referred to above and shall not be responsible for any tax liability, interest or penalty incurred by Plaintiff, which in any way arises out of or is related to said payments. Plaintiff agrees to pay any amount that may be determined to be due and owing as taxes, interest and penalties arising out of the payment referred to herein should it be determined that all or part of such payments constitute gross income to Plaintiff, within the meaning of the Internal Revenue Code of 1986, as amended, or under any other federal, state or local statute or ordinance. Plaintiff further agrees to (i) hold harmless and defend Defendant against, and to indemnify Defendant for, any and all losses and/or damages arising from claims by the Internal Revenue Service ("IRS"), or any other taxing authority or other governmental agency (whether federal, state or local), which may be made against Defendant arising out of or relating to Plaintiff's failure to withhold any portion of the payment to Plaintiff for income or social security tax purposes, or for any other purpose, as determined by the IRS, and (ii) reimburse Defendant for any resulting payments, including without limitation, all penalties and interest payable to the IRS, or any other taxing authority or governmental agency, which was caused as a result of Plaintiff's failure to properly withhold the appropriate monies. The parties further agree that Defendant will give

Plaintiff notice of any such claim, and Plaintiff will cooperate with Defendant in the defense of such claim. In any action commenced against Plaintiff to enforce the provisions of this paragraph, Defendant shall be entitled to recover their attorneys' fees, costs, disbursements, and the like incurred in prosecuting the action.

7. The terms of this settlement are to remain confidential to the extent permitted by law. I agree to make no efforts to publicize or publish the terms of this settlement. This means that I will not initiate oral or written communication about the terms of this settlement with anyone, including, but not limited to, members of the media. This restriction however, does not prevent me from discussing the terms of the settlement with immediate family members nor from seeking advice from or consulting with any attorney or accountant regarding the proceeds of this settlement. I acknowledge that I have had the opportunity to discuss this settlement with my attorney of record.
8. I hereby agree that I will not engage in any speech or conduct which disparages the Defendant or Defendant's business, unless required by law or through legal process.
9. I agree that no further payments from the named defendants in the action pending in the matter of Palok v. Township of Jackson, et al. in the United States District Court, District of New Jersey, Civil Action No. 3:08-cv-02047, will be sought.
10. I understand that by signing this Release I waive and relinquish any claim, right or entitlement to any other legal or equitable relief, including any rights to discovery, with respect to any claim which is the subject matter of Palok v. Township of Jackson, et al. in the United States District Court, District of New Jersey, Civil Action No. 3:08-cv-02047.
11. In full and complete satisfaction of all claims as more fully pled in the Complaint and filed in the Lawsuit entitled Palok v. Township of Jackson, et al. in the United States District Court, District of New Jersey, Civil Action No 3:08-cv-02047 you will issue a check made payable to Robert F. Varady, Esq., in Trust for Yeuda Palok (Tax ID No. [REDACTED]), in the amount of Twenty-Five Thousand Dollars (\$25,000.00) for alleged damages, inclusive of all fees, costs, expenses, including but not limited to experts, costs, transcribers, investigators, service fees, outside counsel, related in any way to the within Lawsuit. I have requested the payment be as indicated and further waive any additional rights of recovery for economic loss, including those for lost wages and medical expenses; personal injuries, including claims for physical injuries and emotional distress; and court fees and costs; and attorneys' fees and costs, as contained in the Lawsuit.
12. I acknowledge that I am bound by this Release. Anyone who succeeds to my rights and responsibilities such as heirs or the executor of their estate is also bound. This Release is made for my benefit and all who succeed them rights and responsibilities such as heirs or executors of my estate.
13. Signature. I understand and agree to the terms of this Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

Y.P. yeuda palok  
YEUDA PALOK

Date:

STATE OF NEW JERSEY, COUNTY OF \_\_\_\_\_ SS.:  
I CERTIFY that on December 7th, 2009,

YEUDA PALOK, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this document; and
- (b) executed this instrument as his own act.

Jessica Cunha  
NOTARY PUBLIC

JESSICA CUNHA  
A Notary Public of New Jersey  
My Commission Expires 02/19/2014

**RELEASE**

=====

This Release, dated December 7<sup>th</sup>, 2009, is given

BY **YEUDA PALOK,**

referred to as "I".

TO **TOWNSHIP OF LAKEWOOD AND LAKEWOOD TOWNSHIP 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. I specifically release the following claims: any and all claims for personal injury and/or property damage resulting from alleged violations of my federal and/or state constitutional rights and/or commission of Common Law Torts as a result of an incident which occurred on May 8, 2007 beginning at approximately 12:30 a.m. at Ohr Hatalmud Rabbinical College, 1015 Park Avenue, Lakewood, NJ.

2. I further waive any right, which I may have under Federal and/or State Statutes to petition the Court for payment of counsel fees incurred concerning these claims. I further acknowledge that the settlement of these claims does not constitute, nor should it be construed or considered as an admission of liability, guilt, or non-compliance with any Federal, State or Local Law, or any other wrongdoing whatsoever on the part of this lawsuit

3. I further agree that no further payments from the named Releasees will be sought.

4. I acknowledge that the settlement of these claims does not constitute nor should it be construed or considered as an admission of liability, guilt or non-compliance with any Federal, State, or local law or any other wrong doing whatsoever on the part of any party to this lawsuit.

5. The terms of this settlement are to remain confidential to the extent permitted by law. I agree to make no efforts to publicize or publish the terms of this settlement.

6. I understand that by signing this Release I waive and relinquish any claim, right, or entitlement to any legal or equitable relief with respect to any claim, which is the subject matter of the incident which occurred on May 8, 2007 beginning at approximately 12:30 a.m. at Ohr Hatalmud Rabbinical College, 1015 Park Avenue, Lakewood, NJ.

7. **Payment.** In consideration for making this Release, you have agreed to pay me a settlement of Twenty Five Thousand (\$25,000.00).

8. I acknowledge that I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as heirs or the executor of their estate is also bound. This Release is made for my benefit and all who succeed them, rights and responsibilities such as heirs, or executors of my estate.

Witnessed or Attested by:

Cheri P. Van

Yeuda Palok (Seal)  
YEUDA PALOK

STATE OF NEW JERSEY

ss:

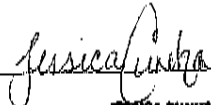
COUNTY OF UNION

I CERTIFY that on Dec. 7<sup>th</sup>, 2009, Ycuda Palok, personally came before me and acknowledged under oath, to my satisfaction, that this person {or if more than one, each person}:

- (a) is named and personally signed this document; and
- (b) signed, sealed and delivered this document as his or her act and deed.

Prepared by:

LA CORTE, BUNDY, VARADY & KINSELLA

  
 \_\_\_\_\_  
**JESSICA CUNHA**  
 A Notary Public of New Jersey  
 My Commission Expires 02/19/2014