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Attorney for Plaintiff Justin Racelis

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**JUSTIN RACELIS**

Plaintiff,

vs.

UNITED STATES DISTRICT COURT  
DISTRICT COURT OF NEW JERSEY  
TRENTON

Civil Action No.:

**BOROUGH OF SEASIDE HEIGHTS;**  
**THOMAS BOYD**, Chief of Police;  
**SERGEANT TERRENCE R. FARLEY,**  
**JOHN DOES 6-10**, Personnel of the  
Seaside Heights Police Department in  
supervisory capacities;  
**ROBERT REZZONICO, SHAWN HECKLER,**  
**SEAN J. MCGINLEY, MATTHEW QUINN,**  
**MOUTROS CONSTANTINO and JOHN DOES**  
1-5, members of the Police Department,

**COMPLAINT**

Defendants.

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**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. Section 1331 and Section 1343(3). This Court has supplemental jurisdiction over Plaintiff's State law claims pursuant to 28 U.S.C. Section 1367.

**PARTIES**

2. Plaintiff Justin Racelis, residing at 111 Demorest Avenue, Avenel, New Jersey, 07001, County of Middlesex, 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 Chief of Police Thomas Boyd, Terrence R. Farley and/or John Does 6-10 were acting in supervisory capacities over Defendants Robert Rezzonico; Shawn Heckler; Sean J. McGinley; Matthew Quinn; Moutros 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 designated 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 Thomas Boyd; Terrence R. Farley; Robert Rezzonico; Shawn Heckler; Sean J. McGinley; Matthew Quinn; Moutros Constantino and/or John Does 1-10.

### FACTUAL ALLEGATIONS

8. On 7-29-07, Plaintiff Justin Racelis and his friends left The Bamboo Bar in Seaside Heights and were heading to their car to go home.

9. Plaintiff helped one of his friends light a cigarette when Defendant Robert Rezzonico yelled to him: "Hey, fuckin' retard, get over here!"

10. Plaintiff and his friend complied, and Defendant Rezzonico ordered them to empty their pockets.

11. Plaintiff and his friend complied by emptying their pockets.

12. Upon emptying their pockets, Plaintiff asked Defendant Rezzonico if he had gotten what he had been looking for and Defendant Rezzonico said: "Another word and I'll arrest you."

13. Plaintiff asked Defendant Rezzonico if he were serious, and Defendant then told him to turn around and put his hands behind his back.

14. Plaintiff complied with Defendant Rezzonico and was handcuffed.

15. Plaintiff said "I need to talk to my lawyer.", and his girl friend approached.

16. Since Plaintiff was hand cuffed, his girlfriend attempted to show Defendants Heckler; McGinley; Quinn; Constantino and/or John Does 1-5 her attorney's business card and a PBA card by putting them in Plaintiff's mouth.

17. Defendant Rezzonico took the cards from Plaintiff and when his girl friend tried to get the cards returned to her, Defendant Rezzonico said to her "I'll kick your ass."

18. Plaintiff yelled "Somebody videotape this, this guy said that he was going to beat my girl friend's ass."

19. Defendants Rezzonico; Heckler; McGinley; Quinn; Constantino and/or John Does 1-5 then assaulted Plaintiff while already handcuffed, without justification or provocation.

20. Specifically, Defendants Rezzonico; Heckler; McGinley; Quinn; Constantino and/or John Does 1-5 tackled Plaintiff to the ground, rammed a knee into Plaintiff's neck and maced him.

21. George Kramer was walking with his friends and did not know Plaintiff Justin Racelis.

22. Mr. Kramer saw Plaintiff being assaulted by Defendants and photographed the incident.

23. Defendants Rezzonico; Heckler; McGinley; Quinn; Constantino and/or John Does 1-5 saw that Mr. Kramer was photographing the unjustified and unprovoked assault of Plaintiff.

24. Defendants Rezzonico; Heckler; McGinley; Quinn; Constantino and/or John Does 1-5 arrested Mr. Kramer and subsequently deleted the photographs depicting their unjustified assault of Plaintiff.

25. Upon being released from Seaside Heights police station, Defendant Heckler approached Mr. Kramer and told him that the photographs recording Plaintiff being assaulted had been deleted by Defendants Rezzonico; Heckler; McGinley; Quinn; Constantino and/or John Does 1-5.

**EXCESSIVE FORCE**  
**COUNT ONE**

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

27. As a direct and proximate result of the above-referenced unlawful and malicious physical abuse of Plaintiffs by Defendants Robert Rezzonico; Shawn Heckler; Sean J. McGinley;

Matthew Quinn; Moutros Constantino and/or John Does 1-5 committed under color of state law, Plaintiff sustained bodily harm and was deprived of his rights to be secure in his person 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. Section 1983.

28. As a direct and proximate cause of the malicious and outrageous conduct of Defendants as set forth above, Plaintiff suffered bodily injuries and will suffer additional special damages in the future in an amount which cannot yet be determined.

29. By reason of the above, Plaintiff was injured, suffered great mental anguish, and were deprived of his constitutional rights as described above.

**WHEREFORE**, Plaintiff Justin Racelis demands judgment against Defendants Robert Rezzonico; Shawn Heckler; 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**

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

31. Defendants Terrence R. 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 assaulted.

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

33. Defendants Terrence R. Farley John Doe 2 and/or John Does 6-10 either directed Defendants Farley; Rezzonico; Heckler; 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.

34. As a direct and proximate result of the acts of Defendants Terrence R. Farley, John Doe 2 and/or John Does 6-10 as set forth herein, Plaintiff suffered physical injury and mental anguish in connection with the deprivation of his constitutional rights guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States and protected by 42 U.S.C. Section 1983.

**WHEREFORE**, Plaintiff Justin Racelis 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**

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

36. Defendants Borough of Seaside Heights Police Department; Thomas Boyd; Terrence R. 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 Thomas Boyd is the Chief of Police. Defendant Terrence R. Farley was the supervisor of Defendants Rezzonico; Heckler; McGinley; Quinn; Constantino and/or John Does 1- 10.

37. At all times mentioned herein, Defendants Thomas Boyd; Terrence R. Farley; Robert Rezzonico; Shawn Heckler; Sean J. McGinley; Matthew Quinn; Moutros 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; Thomas Boyd; Terrence R. 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.

38. Acting under color of law pursuant to official policy, practice, or custom, Defendants Borough of Seaside Heights; Thomas Boyd; Terrence R. 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 Boyd; Farley; Rezzonico; Heckler; 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.

39. Defendants Borough of Seaside Heights; Thomas Boyd, Terrence R. Farley and/or John Does 6- 10 were aware of numerous similar police citizen encounters involving Defendants Boyd; Farley; Rezzonico; Heckler; 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.

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

41. Defendants Borough of Seaside Heights, Thomas 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 Boyd; Farley; Rezzonico; Heckler; 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.

42. Defendants Borough of Seaside Heights, Thomas Boyd, Terrence R. 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.

43. Defendants Borough of Seaside Heights, Thomas Boyd, Terrence R. 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 Boyd; Farley; Rezzonico; Heckler; McGinley; Quinn; Constantino and/or John Does 1-10 heretofore described.

44. As a direct and proximate result of the acts of Defendants Borough of Seaside Heights, Thomas Boyd, Terrence R. Farley and/or John Does 6-10 as set forth herein, Plaintiff suffered physical injury and mental anguish in connection with the deprivation of his constitutional rights guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States and protected by 42 U.S.C. Section 1983.

**WHEREFORE**, Plaintiff Justin Racelis 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**

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

46. Pursuant to 42 USC Section 1983, given that there exists no adequate remedy at law, Plaintiff is entitled to prospective injunctive relief against the Defendants.

47. The relief sought by Plaintiff include, but is not limited to, the following:

a. An order permanently restraining and enjoining Defendants Borough of Seaside Heights; Thomas Boyd; Terrence R. Farley; Robert Rezzonico; Shawn Heckler; Sean J. McGinley; Matthew Quinn; Moutros 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.

c. An order permanently restraining and enjoining Defendants Robert Rezzonico; Shawn Heckler; Sean J. McGinley; Matthew Quinn; Moutros 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 Robert Rezzonico; Shawn Heckler; Sean J. McGinley; Matthew Quinn; Moutros 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 Robert Rezzonico; Shawn Heckler; Sean J. McGinley; Matthew Quinn; Moutros Constantino and John Does 1-10 from any patrol duty, and enjoining Defendants Robert Rezzonico; Shawn Heckler; Sean J. McGinley; Matthew Quinn; Moutros 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 Justin Racelis demands judgment against Defendants Borough of Seaside Heights, Thomas Boyd; Terrence R. Farley; Robert Rezzonico; Shawn Heckler; 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 excessive force used by Defendants Robert Rezzonico; Shawn Heckler; Sean J. McGinley; Matthew Quinn; Moutros 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 Robert Rezzonico; Shawn Heckler; Sean J. McGinley; Matthew Quinn; Moutros Constantino and/or John Does 1-5, Plaintiff suffered physical injury, lost wages, medical expenses, and mental anguish.

**WHEREFORE**, Plaintiff Justin Racelis demands judgment against Defendants Robert Rezzonico; Shawn Heckler; 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 Thomas J. Mallon, Esquire is hereby designated trial counsel in the above captioned matter.

Dated: June 24, 2009

/s/ Thomas J. Mallon, Esquire  
**THOMAS J. MALLON, ESQUIRE**

## RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated 1-20-11 is given by **JUSTIN RACELIS**, 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 RACELIS v. BOROUGH OF SEASIDE HEIGHTS, ET AL., Civil Action No.09-3066 (AET), 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 RACELIS v. BOROUGH OF SEASIDE HEIGHTS, ET AL., Civil Action No.09-3066 (AET).

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 **JUSTIN RACELIS'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 **JUSTIN RACELIS'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.**

In the event I have received or shall receive any monies from any person who hereafter seeks to recover the monies from you by way of a claim or action of any type, including but not limited to subrogation actions and claims and actions or claims for contribution and/or indemnification, I shall indemnify and hold you harmless from and against any judgment entered

against you or any payment made by you in connection therewith, and also for any money spent in defending against such claims including, but not limited to, attorney's fees, costs of suit, judgment, or settlement by you.

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 \$30,000 in full payment for making this Release, with said payment represented as follows: \$30,000 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.

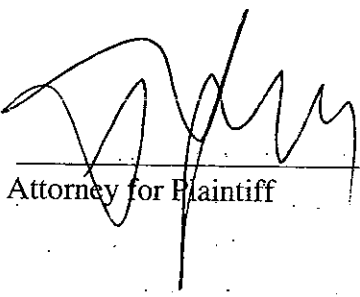
6. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** The person signing this Release represents and warrants that they have the sole right and exclusive authority to execute this Settlement Agreement and receive the sum specified in it, and that he or she had no sold, assigned, transferred, conveyed, or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

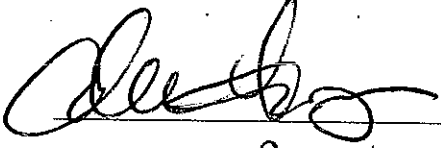
9. **ADDITIONAL DOCUMENTS.** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all action which may be necessary or appropriate to give full force and effect to the terms and intent of this Release.

  
JUSTIN RACELIS

  
Attorney for Plaintiff

STATE OF NEW JERSEY  
COUNTY OF

I certify that on ~~17~~ January 20, 2011, Justin Racelis, 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 Justin Racelis 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 in influence by any other person(s).

  
Notary Public RANDALL L. TRANGLE  
attorney at Law  
State of NJ