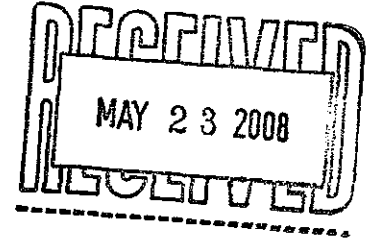


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Beatty, Pastor Leola Beatty, Harry Hampton
and City Harvest World Outreach Church*



UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

PASTOR RICHARD BEATTY, PASTOR)
LEOLA BEATTY, HARRY HAMPTON,)
and CITY HARVEST WORLD OUTREACH)
CHURCH,)

Plaintiffs)

v.)

COUNTY OF GLOUCESTER;)
GLOUCESTER COUNTY SHERIFF'S)
DEPARTMENT; TOWNSHIP OF ELK;)
ELK TOWNSHIP POLICE DEPARTMENT;)
CLAYTON BOROUGH POLICE)
DEPARTMENT; BOROUGH OF CLAYTON;)
WILLIAM J. RAINEY, JR.,)
individually and in his official)
capacity as the former Mayor of)
Elk Township; STEPHEN B. BROGAN,)
individually and in his official)
capacity as Chief of the Elk)
Township Police Department;)
DENNIS R. MARCHEI, individually)
and in his official capacity as)
Chief of the Clayton Borough)
Police Department; WALTER P.)
GARRISON, II, individually and)
in his official capacity as Lt.)
in the Elk Township Police)
Department; LANCE HITZELBERGER,)
individually and in his official)
capacity as Cpl. in the Elk)
Township Police Department;)
VICTOR MOLINARI, individually)

Civil Action No.

COMPLAINT, JURY DEMAND,
AND DESIGNATION OF TRIAL
COUNSEL

and in his official capacity as)
 Cpl. in the Elk Township Police)
 Department; JOSEPH PIERSON,)
 individually and in his official)
 capacity as Ptl. in the Elk)
 Township Police Department;)
 KEVIN PRZYBYSZEWSKI, individually)
 and in his official capacity as)
 Ptl. in the Elk Township Police)
 Department; Officer FOLEY,)
 individually and in his official)
 capacity as Ptl. in the Elk)
 Township Police Dept.; MARK)
 KONNICK, individually and in his)
 official capacity as Ptl. in the)
 Elk Township Police Department;)
 and JOHN DOE 1-9, individually)
 and in their official capacity,)
)
 Defendants)

INTRODUCTION

Plaintiffs, Pastor Richard Beatty, Pastor Leola Beatty, Harry Hampton, and City Harvest World Outreach Church, by way of complaint against the defendants, and each of them, say and allege:

1. This is a civil action seeking damages against Defendants for committing acts under color of law, and depriving Plaintiffs of rights secured by the Constitution and laws of the United States and the State of New Jersey. Defendants, while acting in their capacities as police officers in the Township of Elk and Borough of Clayton, County of Gloucester, State of New Jersey, deprived Plaintiffs of their liberty without due process of law, made an unreasonable search and seizure of the property of the Plaintiffs, deprived Plaintiffs of their property without

due process of the law, and made unreasonable stops and detentions of Plaintiff Harry Hampton, thereby depriving Plaintiffs their rights, privileges and immunities as guaranteed pursuant to 42 U.S.C. §1983 and §1988, the Fourth, Fifth, and Fourteenth Amendments to the United States Constitution, and under the common law of the State of New Jersey. Plaintiffs are African-American. This action is brought against Defendants for their discrimination based upon race and religion, for improper stops, improper searches, and illegal detentions.

2. It is alleged that the individual police officer defendants and each of them, as identified in paragraphs 11-21 herein below made and/or were responsible for an unreasonable search of the location of 535 8th Avenue, Elk Township, New Jersey, in violation of the rights of the owner of the premises, Pastor Richard Beatty, Pastor Leola Beatty, and the City Harvest World Outreach Church, in violation of their rights under the Fourth and Fourteenth Amendments to the United States Constitution, and that Defendants intended the interference to violate the New Harvest World Outreach Church patrons' First Amendment right to Assemble under the United States Constitution, and that these defendants performed an illegal search and seizure of the person of Harry Hampton, violating his rights under the Fourth and Fourteenth Amendments to the United States Constitution. It is further alleged that these violations and torts were committed as a result of policies and customs of the

Township of Elk.

JURISDICTION

1. Jurisdiction is further invoked pursuant to 28 U.S.C. §1331 and §1343, and on the pendent jurisdiction of this Court to entertain claims arising under state law.

2. This court has jurisdiction pursuant to 28 U.S.C. §1331 as this is a civil action arising under the Constitution and laws of the United States.

3. Venue is proper in the District of New Jersey under 28 U.S.C. § 1391(b) as a substantial part, or all of the events and omissions giving rise to the claims herein occurred in this district.

PARTIES

1. Plaintiff Pastor Richard Beatty ("Rick") resides at Sicklerville, Gloucester County, New Jersey.

2. Plaintiff Pastor Leola Beatty ("Leola") resides at Sicklerville, Gloucester County, New Jersey.

3. Plaintiff Harry Hampton ("Harry") resides at Sicklerville, Gloucester County, New Jersey.

4. Plaintiff City Harvest World Outreach Church ("City Harvest Church") resides at 535 8th Avenue, Elk Township, Gloucester County, New Jersey.

5. Defendant County of Gloucester ("Gloucester County"), is a unit of local government authorized under Title 40A of the New Jersey Statutes to conduct business on behalf of the

municipality throughout the State of New Jersey.

6. Defendant Gloucester County Sheriff's Department ("Gloucester Sheriff"), is a department within the local governmental entity known as Gloucester County, and is recognized by state statutes as the type of department which is responsible for law enforcement within the geographical bounds of the appointing authority, Gloucester County, as well as responsible for the training of its dispatchers.

7. Defendant Township of Elk, ("Elk Township"), is a unit of local government authorized under Title 40A of the New Jersey Statutes to conduct business on behalf of the municipality throughout the State of New Jersey. The Township of Elk is a municipal corporation and the public employer of the said officers and individuals listed below in paragraphs 11-12, 14-18, and 21.

8. Defendant Borough of Clayton, ("Clayton Borough"), is a unit of local government authorized under Title 40A of the New Jersey Statutes to conduct business on behalf of the municipality throughout the State of New Jersey. The Borough of Clayton is a municipal corporation and the public employer of the said officers listed below in paragraphs 13, 19, 20, and 22.

9. Defendant Elk Township Police Department (collectively "Elk Police"), is a department within the local government entity known as the Township of Elk, and is recognized by state statutes as the type of department which is responsible for law

enforcement within the geographical bounds of the appointing authority, Elk, as well as the training of its law enforcement appointees. Elk employed the defendants.

10. Defendant Clayton Borough Police Department is a department of the defendant Township of Clayton (collectively "Clayton Police") and polices the township of Clayton as well as the Township of Elk at times. Clayton employed the defendants.

11. Defendant Mayor William J. Rainey, Jr., (Mayor Rainey) at all times relevant to this complaint duly appointed and acting at the time on behalf of Elk Township. At the relevant times, he was acting under color of law. He is named as a defendant in his personal and official capacity.

12. Defendant Chief Stephen B. Brogan ("Chief Brogan") was the chief of police employed by the Elk Township Police Department. At the relevant times, he was acting under color of law. He is named as a defendant in both his personal and official capacity.

13. Defendant Dennis R. Marchei ("Chief Marchei") was the chief of police employed by the Clayton Borough Police Department. At the relevant times, he was acting under color of law. He is named as a defendant in both his personal and official capacity.

14. Defendant Lt. Walter P. Garrison II ("Officer Garrison") is a police officer employed by the Elk Township Police Department. At the relevant times, he was acting under

color of law. He is named as a defendant in both his personal and official capacity.

15. Defendant Cpl. Lance Hitzelberger ("Officer Hitzelberger") is a police officer employed by the Elk Township Police Department. At the relevant times, he was acting under color of law. He is named as a defendant in both his personal and official capacity.

16. Defendant Cpl. Victor Molinari ("Officer Molinari") is a police officer employed by the Elk Township Police Department. At the relevant times, he was acting under color of law. He is named as a defendant in both his personal and official capacity.

17. Defendant Ptlm. Joseph Pierson ("Officer Pierson") is a police officer employed by the Elk Township Police Department. At the relevant times, he was acting under color of law. He is named as a defendant in both his personal and official capacity.

18. Defendant Ptlm. Kevin Przybyszewski ("Officer Przybyszewski") is a police officer employed by the Elk Township Police Department. At the relevant times, he was acting under color of law. He is named as a defendant in both his personal and official capacity.

19. Defendant Ptlm. Foley ("Officer Foley") is a police officer employed by the Clayton Borough Police Department. At the relevant times, he was acting under color of law. He is named as a defendant in both his personal and official capacity.

20. Defendant Ptlm. Mark Konnick ("Officer Konnick") is a

police officer employed by the Clayton Borough Police Department. At the relevant times, he was acting under color of law. He is named as a defendant in both his personal and official capacity.

21. Defendants JOHN DOES 1 through 10, and others not presently known to the Plaintiffs, were, at all times relevant to this complaint, duly appointed and acting officers employed by the police department of the Township of Elk. At the relevant times, they were acting under color of law. They are named as defendants in both their personal and official capacities.

22. Defendants JOHN DOES 11 through 20, and others not presently known to the Plaintiffs, were at all times relevant to this complaint, duly appointed and acting officer employed by the police department of the Borough of Clayton. At the relevant times, they were acting under color of law. They are named as defendants in both their personal and official capacities.

COUNT I.

POLICE AND MAYOR'S SEARCH OF 535 8th AVENUE AND

SEIZURE OF PLAINTIFF HARRY HAMPTON

23. Plaintiffs repeat and incorporate the allegations of the foregoing paragraphs of the Complaint as if set forth at length herein.

24. On or about the evening of October 31, 2006, "Harry" was living at 535 8th Avenue, Elk Township, Gloucester County, New Jersey. At all times on that evening, "Harry" was lawfully

within his place of residence.

25. The said property was being renovated and converted into a place of worship owned and operated by "City Harvest Church", "Rick", and "Leola". "Harry" had resided at the residence while helping the church with repairs.

26. On or about October 31, 2006, "Officer Garrison", "Officer Molinari", "Officer Pierson", "Officer Przybyszewski", "John Does 1-10", and "Mayor Rainey" arrived at 535 8th Avenue, Elk Township, New Jersey.

27. That at all times relevant herein, and prior thereto, Plaintiffs had violated no law, and there were no reports of illegal activity occurring at the residence. That Defendants had seen no evidence, or probable cause, that a crime had been committed or was going to be committed, nor did Defendants have any justification or authority whatever for entering the home.

28. That said officers approached the home and knocked on the door. Upon answering the door, "Harry" was immediately confronted by the multiple uniformed police officers. The officers and "Mayor Rainey" entered the premises and began accusing "Harry" of possessing controlled dangerous substances. Defendants demanded his identification, ordered him upstairs to retrieve it, and began to search the house. "Harry" was detained in the upstairs bedroom while Defendants continued to search the house. "Harry" was then brought to the living room. He was again detained while they continued their search of the property.

29. That the said officers and "Mayor Rainey" began to search throughout the entire house. Although there was no evidence of any violation of the law by Plaintiffs, Defendants continued to search inside of closets, cabinets, rooms, and storage areas. Neither before, during, nor after this search of the residence did Defendants have probable cause to conduct this search, nor did they have permission from Plaintiffs to conduct it.

30. That "Harry" continuously requested that the officers contact the pastors of the church, "Rick" and "Leola". "Harry" handed the officers a flyer from a gathering of the New Harvest World Outreach Church and he pointed out the contact number located on the flyer.

31. That the said officers refused to call the number or attempt to make contact with "Rick", "Leola", or anyone affiliated with the "City Harvest Church".

32. That "Harry" informed the officers that the church had a valid and current Certificate of Occupancy ("CO") and that he had been residing in the house for a few months and helping to make repairs to the residence.

33. That the said officers entered the church knowing that "Rick" and "Leola" would not be present. That there was no warrant to search 535 8th Avenue, Elk Township, New Jersey on October 31, 2006. That the search by Defendants, as stated above, was without reasonable grounds to believe that an offense

had been committed, or that there would be evidence of an offense at the location. That the Defendants knew they were without reasonable and articulable suspicion, probable cause, or exigent circumstances to enter and search the home.

34. Neither at the time of the search nor at any other time was "Harry", "Rick", or "Leola" shown a warrant, informed of the grounds for entrance, or informed of the grounds for the search. No complaint, information, or indictment was ever sworn against Plaintiffs.

35. At no time during any of the events described above, were the plaintiffs intoxicated, incapacitated, a threat to the safety of themselves or others, or disorderly. Nor had they committed any criminal offenses.

36. The actions of the Defendants, search of the house, and seizure of "Harry" caused him severe mental and emotional distress.

37. At all times during the events described above, the defendant police officers were engaged in a joint venture. The individual officers assisted each other in performing the various actions described and lent their physical presence and support and the authority of their office to each other during the said events.

38. As a direct and proximate result of the said acts of the defendant officers, the plaintiffs suffered the following injuries and damages:

- a. Violation of their constitutional rights under the Fourth and Fourteenth Amendments to the United States Constitution to be free from an unreasonable search and seizure of his person, his residence, and his property;
- b. Loss of their physical liberty;
- c. Emotional trauma and suffering, requiring the expenditure of money for treatment.

39. The actions of the defendant Officers violated the following clearly established and well settled federal constitutional rights of:

- a. Freedom from the unreasonable seizure of his person;
- b. Freedom from the unreasonable search of his home;
- c. Freedom from the unreasonable search of his property;
- d. Right to privacy;
- e. Right to exercise of religion;
- f. Due Process rights and
- g. Freedom to assemble.

40. As a result of their concerted unlawful and malicious actions, and their responsibility thereof, Defendants "Gloucester County", "Gloucester Sheriff", "Township of Elk", "Elk Police", "Mayor Rainey", "Chief Brogan", "Officer Garrison", "Officer Molinari", "Officer Pierson", "Officer Przybyszewski", and "John Does 1-10" intentionally, negligently, or with deliberate indifference and callous disregard for Plaintiffs' rights, deprived Plaintiffs of their rights to be free of unreasonable

searches and seizures in violation of the Fourth and Fourteenth Amendments to the Constitution of the United States and the Constitution of the State of New Jersey, protected under 42 U.S.C. §1983, and in violation of N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:6-1 et seq.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, for compensatory damages and further demands judgment against each of said Defendants, jointly and severally, for punitive damages, plus the costs of this action, plus reasonable attorney's fees and costs, and such other relief as the Court deems just, proper, and equitable.

COUNT II.

ILLEGAL SEIZURE OF PLAINTIFF HARRY HAMPTON

DURING SEARCH OF 535 8th AVENUE

41. Plaintiffs repeat and incorporate all of the allegations of the foregoing paragraphs of the Complaint as if set forth at length herein.

42. By means of the their unlawful detention of Plaintiff "Harry", an defendants responsibility therefore, Defendants "Gloucester County", "Gloucester Sheriff", "Township of Elk", "Elk Police", "Chief Brogan", "Officer Garrison", "Mayor Rainey", "Officer Molinari", "Officer Pierson", "Officer Przybyszewski", and "John Does 1-10", intentionally, negligently, or with deliberate indifference and callous disregard of Plaintiff Harry's rights, deprived Harry of his liberty without due process

of law, in violation of the Fifth and Fourteenth Amendments to the Constitution of the United States and 42 U.S.C. §1983, and in violation of N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:6-1 et seq.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, for compensatory damages and further demands judgment against each of said Defendants, jointly and severally, for punitive damages, plus the costs of this action, plus reasonable attorney's fees and costs, and such other relief as the Court deems just, proper, and equitable.

COUNT III.

VIOLATIONS OF FREEDOM TO ASSEMBLE AND RIGHT TO

EXERCISE OF RELIGION BY ENTERING AND SEARCHING

OF 535 8th AVENUE

43. Plaintiffs repeat and incorporate all of the allegations of the foregoing paragraphs of the Complaint as if set forth at length herein.

44. That Defendants knew or should have known that their illegal search and entrance into 535 8th Avenue, Elk Township, New Jersey would cause nervousness, fear and/or apprehension in the patrons and future patrons of the "City Harvest Church" injuring their Constitutional right to assemble and injuring their rights, privileges, and immunities to exercise their religion protected under 42 U.S.C. §1983, and in violation of N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:6-1 et seq.

WHEREFORE, Plaintiffs demand judgment against Defendants,

jointly and severally, for compensatory damages and further demands judgment against each of said Defendants, jointly and severally, for punitive damages, plus the costs of this action, plus reasonable attorney's fees and costs, and such other relief as the Court deems just and equitable.

COUNT IV.

DECEMBER 12, 2006 STOP OF HARRY HAMPTON

45. Plaintiffs repeat and incorporate all of the allegations of the foregoing paragraphs of the Complaint as if set forth at length herein.

46. On or about December 12, 2006 at approximately 10:54 a.m., "Officer Konnick" of the "Clayton Police" noticed an individual, later determined to be "Harry", walking in a residential area.

47. "Officer Konnick" advised the officer handling dispatch with Elk Police with a Badge Number of 2217, on information and belief to be "Officer Molinari", that there was a black male wearing a light brown work outfit and a black wool hat walking near the border of Elk Township and the Borough of Clayton.

48. "Officer Konnick" subsequently stopped "Harry" without a reasonable and articulable suspicion, nor probable cause, that any crime had occurred or was going to occur. Plaintiff "Harry" had violated no law, and Defendants had seen no evidence or probable cause that Plaintiff "Harry" had committed an offense, nor did Defendants have any justification or authority whatever

for stopping "Harry".

49. Elk Township Officer #2217, on information and belief to be "Officer Molinari", responded to the area and joined "Officer Konnick" in stopping and questioning Harry.

50. Officer #2217 and "Officer Konnick" were joined by "Officer Pierson" (Elk Police) and "Officer Foley" (Clayton Police). The four officers restricted "Harry's" ability to leave and continued to question him.

51. During the stop, "Harry" repeated numerous times that he was tired of being harassed by the police, that there was no reason for the police to have stopped him, and that he wished to be left alone.

52. The officers forced "Harry" to wait while they ran a check for any outstanding warrants.

53. "Harry" did not have any outstanding warrants.

54. While awaiting the results from the warrant check, "Officer Garrison" informed the four officers that he had prior contact with "Harry". Additionally, "Officer Garrison" advised that he confirmed with "Rick" and "Leola" that "Harry" lived at 535 8th Avenue, Elk Township, New Jersey.

55. Although "Officer Garrison" verified where "Harry" was residing and that he had permission to be there, the four officers escorted him to 535 8th Avenue, Elk Township, New Jersey. When they arrived at the location, they demanded and confiscated his house keys from him. Officer #2217 then inserted

the keys into the front door of the residence and opened it. This was done without "Harry's" permission, "Rick's" permission, or "Leola's" permission.

56. At no time during any of the events described above, were the plaintiffs intoxicated, incapacitated, a threat to the safety of themselves or others, or disorderly. They had not committed any criminal offenses.

57. At all times during the events described above, the defendant police officers, and each of them, were engaged in a joint venture. The individual officers assisted each other in performing the various actions described and lent their physical presence and support and the authority of their office to each other during the said events.

58. As a direct and proximate result of the said acts of the defendant officers, the plaintiffs suffered the following injuries and damages:

- a. Violation of their constitutional rights under the Fourth and Fourteenth Amendments to the United States Constitution to be free from an unreasonable search and seizure of his person, his residence, and his property;
- b. Loss of their physical liberty;
- c. Emotional trauma and suffering, requiring the expenditure of money for treatment.

59. The actions of the defendant officers violated the following clearly established and well settled federal constitutional rights of:

- a. Freedom from the unreasonable seizure of his person;
- b. Freedom from the unreasonable search of his home;
- c. Freedom from the unreasonable search of his property; and
- d. Right to privacy.

60. By means of the their unlawful detention of Plaintiff "Harry" and opening of the door to the property, Defendants "Gloucester County", "Gloucester Sheriff", "Township of Elk", "Elk Police", "Borough of Clayton", "Clayton Police", "Officer Garrison", "Officer Molinari", "Officer Pierson", "Officer Foley", "Chief Brogan", "Chief Marchei", and "Officer Konnick", intentionally, negligently, or with deliberate indifference and callous disregard of Plaintiff Harry's rights, deprived Plaintiff Harry of his liberty without due process of law, in violation of the Fifth and Fourteenth Amendments to the Constitution of the United States and 42 U.S.C. §1983, and in violation of N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:6-1 et seq.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, for compensatory damages and further demands judgment against each of said Defendants, jointly and severally, for punitive damages, plus the costs of this action, plus reasonable attorney's fees and costs, and such other relief as the Court deems just, proper, and equitable.

COUNT V.

JANUARY 1, 2007 STOP OF HARRY HAMPTON

61. Plaintiffs repeat and incorporate all of the allegations of the foregoing paragraphs of the Complaint as if set forth at length herein.

62. On or about January 1, 2007 at approximately 10:50 p.m., "Officer Hitzelberger" of the Elk Police noticed "Harry" riding his bike.

63. "Officer Hitzelberger" stopped "Harry" on Fairview Road between 7th and 8th Avenue and began to question him. Plaintiff "Harry" had violated no law, and Defendants had seen no evidence or probable cause that Plaintiff "Harry" had committed an offense, nor did Defendants have any justification or authority whatever for stopping "Harry".

64. As "Officer Hitzelberger" continued his questioning of Harry, he was joined by "Officer Przybyszewski".

65. After a significant period of time, the officers allowed "Harry" to leave and return to his home.

66. At no time during any of the events described above, was the plaintiff intoxicated, incapacitated, a threat to the safety of themselves or others, or disorderly. He had not committed any criminal offenses.

67. At all times during the events described above, the defendant police officers were engaged in a joint venture. The individual officers assisted each other in performing the various

actions described and lent their physical presence and support and the authority of their office to each other during the said events.

68. As a direct and proximate result of the said acts of the defendant officers, the plaintiffs suffered the following injuries and damages:

- a. Violation of their constitutional rights under the Fourth and Fourteenth Amendments to the United States Constitution to be free from an unreasonable search and seizure of his person, his residence, and his property;
- b. Loss of their physical liberty;
- c. Emotional trauma and suffering, requiring the expenditure of money for treatment.

69. The actions of the defendant Officers violated the following clearly established and well settled federal constitutional rights of:

- a. Freedom from the unreasonable seizure of his person;
- b. Freedom from the unreasonable search of his home;
- c. Freedom from the unreasonable search of his property; and
- d. Right to privacy.

70. By means of the their unlawful detention of Plaintiff "Harry", Defendants "Gloucester County", "Gloucester Sheriff", "Township of Elk", "Elk Police", "Officer Hitzelberger", "Chief Brogan" and "Officer Przybyszewski", intentionally, negligently,

or with deliberate indifference and callous disregard of Plaintiff "Harry's" rights, deprived Plaintiff "Harry" of his liberty without due process of law, in violation of the Fifth and Fourteenth Amendments to the Constitution of the United States and 42 U.S.C. §1983, and in violation of N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:6-1 et seq.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, for compensatory damages and further demands judgment against each of said Defendants, jointly and severally, for punitive damages, plus the costs of this action, plus reasonable attorney's fees and costs, and such other relief as the Court deems just, proper, and equitable.

COUNT VI.

DECEMBER 11, 2006 STOP AND SEIZURE OF HARRY HAMPTON

71. Plaintiffs repeat and incorporate all of the allegations of the foregoing paragraphs of the Complaint as if set forth at length herein.

72. On or about December 11, 2006, "Harry" was stopped and questioned by Defendant "JOHN DOES 11 through 20". They shined their lights on him, told him to stop, requested identification, and stated that he looked suspicious.

73. Plaintiff "Harry" had violated no law, and Defendants had seen no evidence or probable cause that Plaintiff "Harry" had committed an offense, nor did Defendants have any justification or authority whatever for stopping "Harry".

74. Defendants "JOHN DOES 11 through 20" proceeded to run a warrant check. When the check demonstrated that there were no outstanding warrant, they let him go on his way.

75. At no time during any of the events described above, was the plaintiff intoxicated, incapacitated, a threat to the safety of themselves or others, or disorderly. He had not committed any criminal offenses.

76. At all times during the events described above, the defendant police officers were engaged in a joint venture. The individual officers assisted each other in performing the various actions described and lent their physical presence and support and the authority of their office to each other during the said events.

77. As a direct and proximate result of the said acts of the defendant officers, the plaintiffs suffered the following injuries and damages:

- a. Violation of their constitutional rights under the Fourth and Fourteenth Amendments to the United States Constitution to be free from an unreasonable search and seizure of his person, his residence, and his property;
- b. Loss of their physical liberty;
- c. Emotional trauma and suffering, requiring the expenditure of money for treatment.

78. The actions of the defendant Officers violated the following clearly established and well settled federal constitutional rights of:

- a. Freedom from the unreasonable seizure of his person;
- b. Freedom from the unreasonable search of his home;
- c. Freedom from the unreasonable search of his property; and
- d. Right to privacy.

79. Defendants' second improper search and seizure of Plaintiff "Harry", committed intentionally, negligently, either with malice or without malice, on or about December 11, 2006, deprived Plaintiff "Harry" of his right to be free of unreasonable searches and seizures as guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States and protected under 42 U.S.C. §1983, and in violation of N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:6-1 et seq.

WHEREFORE, Plaintiff "Harry" demands judgment against Defendants, jointly and severally, for compensatory damages and further demands judgment against each of said Defendants, jointly and severally, for punitive damages, plus the costs of this action, plus reasonable attorney's fees and costs, and such other relief as the Court deems just and equitable.

COUNT VII.

ELK TOWNSHIP POLICE DEPARTMENT

80. Plaintiffs repeat and incorporate all of the allegations of the foregoing paragraphs of the Complaint as if set forth at length herein.

81. At all times relevant to this Complaint, Defendants "Officer Garrison", "Officer Hitzelberger", "Officer Molinari", "Officer Pierson", "Officer Pryzbyszewski", and "John Does 1-10", as police officers of the Elk Township Police Department, were acting under the direction and control of Defendants "Chief Brogan", "Township of Elk", "Elk Police", "Gloucester County", and "Gloucester Sheriff".

82. Acting under color of law and pursuant to official policy or custom, Defendants "Chief Brogan", "Township of Elk", "Elk Police", "Gloucester County", "Mayor Rainey", and "Gloucester Sheriff" knowingly, recklessly, negligently, or with deliberate indifference and callous disregard of Plaintiff's rights, failed to instruct, supervise, control and discipline on a continuing basis Defendant police officers so that they would refrain from: (1) unlawfully and maliciously harassing citizens, including the plaintiffs, who were acting in accordance with their constitutional and statutory rights, privileges, and immunities; (2) unlawfully seizing citizens, including plaintiffs, who were acting in accordance with their constitutional and statutory rights, privileges, and immunities, (3) conspiring to violate the rights, privileges and immunities guaranteed to Plaintiffs by the Constitution and laws of the United States and the laws of the State of New Jersey; (4) unlawfully searching and seizing Plaintiffs' property in violation of Plaintiffs' rights, privileges, and immunities; and

(5) otherwise depriving Plaintiffs of their constitutional and statutory rights, privileges, and immunities.

83. Defendants "Chief Brogan", "Township of Elk", "Elk Police", "Gloucester County", and "Gloucester Sheriff" had knowledge or, had they diligently exercised their duties to instruct, supervise, control, and discipline on a continuing basis, should have had knowledge that the wrongs conspired to be done, and that were done, as heretofore alleged, were about to be committed. Defendants "Chief Brogan", "Township of Elk", "Elk Police", "Gloucester County", "Mayor Rainey", and "Gloucester Sheriff" had the power to prevent or aid in preventing the commission of and continued commission of said wrongs, and could have done so by reasonable diligence, but rather, they knowingly, recklessly, negligently, or with deliberate indifference and callous disregard of Plaintiffs' rights, failed or refused to do so.

84. Defendants "Chief Brogan", "Township of Elk", "Elk Police", "Gloucester County", "Mayor Rainey", and "Gloucester Sheriff" directly or indirectly, under color of law, approved or ratified the unlawful, deliberate, malicious, reckless, negligent and wanton conduct of Defendant police officers heretofore described.

85. As a direct and proximate cause of the acts, omissions, or failures to act of Defendants "Chief Brogan", "Township of Elk", "Elk Police", "Gloucester County", "Mayor Rainey", and

"Gloucester Sheriff" as set forth above, Plaintiffs suffered loss of income, severe mental anguish in connection with the deprivation of their constitutional and statutory rights guaranteed by the Fourth, Fifth, and Fourteenth Amendments of the Constitution of the United States and protected by 42 U.S.C. §1983, and in violation of N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:6-1 et seq.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, for compensatory damages and further demands judgment against each of said Defendants, jointly and severally, for punitive damages, plus the costs of this action, plus reasonable attorney's fees and costs, and such other relief as the Court deems just and equitable.

COUNT VIII.

BOROUGH OF CLAYTON AND CLAYTON POLICE

86. Plaintiffs repeat and incorporate all of the allegations of the foregoing paragraphs of the Complaint as if set forth at length herein.

87. Prior to the above stated events, the Borough of Clayton developed and maintained policies or customs exhibiting deliberate indifference to the constitutional rights of persons in Clayton Borough, which caused the violation of Plaintiffs' rights.

88. Acting under color of law and pursuant to official policy or custom, Defendants "Borough of Clayton", "Clayton

Police", "Chief Marchei", "Gloucester Sheriff", and "Gloucester County", knowingly, recklessly, negligently, or with deliberate indifference and callous disregard of Plaintiff's rights, failed to instruct, supervise, control and discipline, on a continuing basis, Defendant police officers in their duties so that they would refrain from: (1) unlawfully and maliciously harassing citizens, including the plaintiffs, who were acting in accordance with their constitutional and statutory rights, privileges, and immunities; (2) unlawfully seizing a citizen who was acting in accordance with his constitutional and statutory rights, privileges, and immunities, (3) conspiring to violate the rights, privileges and immunities guaranteed to Plaintiffs by the Constitution and laws of the United States and the laws of the State of New Jersey; (4) unlawfully searching and seizing Plaintiffs' property in violation of Plaintiffs' rights, privileges, and immunities; and (5) otherwise depriving Plaintiffs of their constitutional and statutory rights, privileges, and immunities.

89. It was the policy and/or custom of the Borough of Clayton to inadequately and improperly investigate citizen complaints of police misconduct, and acts of misconduct were instead tolerated by the Borough of Clayton.

90. It was the policy and/or custom of the Borough of Clayton to inadequately supervise and train its police officers, including the defendant officers, thereby failing to adequately

discourage further constitutional violations on the part of its police officers. The Borough did not require appropriate in-service training or re-training of officers who were known to have engaged in police misconduct.

91. As a result of the above described policies and customs, Clayton police officers, believed that their actions would not be properly monitored by supervisory officers and that misconduct would not be investigated or sanctioned, but would be tolerated. As a direct and proximate cause of the acts, omissions, or failures to act of Defendants, the Plaintiffs suffered loss of income, severe mental anguish in connection with the deprivation of their constitutional and statutory rights guaranteed by the Fourth, Fifth, and Fourteenth Amendments of the Constitution of the United States and protected by 42 U.S.C. §1983, and in violation of N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:6-1 et seq.

WHEREFORE, Plaintiff "Harry" demands judgment against Defendants, jointly and severally, for compensatory damages and further demands judgment against each of said Defendants (except Elk Township and Borough of Clayton), jointly and severally, for punitive damages, plus the costs of this action, plus reasonable attorney's fees and costs, and such other relief as the Court deems just and equitable.

COUNT IX.

MAYOR, ELK TOWNSHIP, AND GLOUCESTER COUNTY

92. Plaintiffs repeat and incorporate all of the allegations of the foregoing paragraphs of the Complaint as if set forth at length herein.

93. At all times relevant to this Complaint, "Mayor Rainey", was acting under the direction and control of the "Township of Elk" and "Gloucester County" in the capacity of Mayor.

94. Acting under color of law and pursuant to official policy or custom, Defendants "Gloucester County" and "Township of Elk" knowingly, recklessly, or with deliberate indifference and callous disregard of Plaintiff's rights, failed to instruct, supervise, control and discipline, on a continuing basis, Defendant "Mayor Rainey" so that he would refrain from: (1) unlawfully and maliciously harassing citizens, including plaintiffs, who were acting in accordance with their constitutional and statutory rights, privileges, and immunities; (2) unlawfully seizing a citizen who was acting in accordance with his constitutional and statutory rights, privileges, and immunities, (3) conspiring to violate the rights, privileges and immunities guaranteed to Plaintiffs by the Constitution and laws of the United States and the laws of the State of New Jersey; (4) unlawfully searching and seizing Plaintiffs' property in violation of Plaintiffs' rights, privileges, and immunities; and

(5) otherwise depriving Plaintiffs of their constitutional and statutory rights, privileges, and immunities.

95. Defendants "Elk Township" and "Gloucester County" had knowledge or, had they diligently exercised their duties to instruct, supervise, control, and discipline on a continuing basis, should have had knowledge that the wrongs conspired to be done, and that was done, as heretofore alleged, were about to be committed. Defendants "Elk Township" and "Gloucester County", and "Gloucester Sheriff" had power to prevent or aid in preventing the commission of and continuing commission of, said wrongs, and could have done so by reasonable diligence, but rather, they knowingly, recklessly, or with deliberate indifference and callous disregard of Plaintiffs' rights failed or refused to do so.

96. Defendants "Elk Township" and "Gloucester County" directly or indirectly, under color of law, approved or ratified the unlawful, deliberate, malicious, reckless, negligent and wanton conduct of Defendant police officers heretofore described.

97. As a direct and proximate cause of the acts, omissions, and failures to act of Defendant "Elk Township" and "Gloucester County" as set forth above, Plaintiffs suffered loss of income, severe mental anguish in connection with the deprivation of their constitutional and statutory rights guaranteed by the Fourth, Fifth, and Fourteenth Amendments of the Constitution of the United States and protected by 42 U.S.C. §1983, and in violation

of N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:6-1 et seq.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly and severally, for compensatory damages and further demands judgment against each of said Defendants, jointly and severally, for punitive damages, plus the costs of this action, plus reasonable attorney's fees and costs, and such other relief as the Court deems just and equitable.

COUNT X.

RACIAL DISCRIMINATION

98. Plaintiffs repeat and incorporate all of the allegations of the foregoing paragraphs of the Complaint as if set forth at length herein.

99. The Defendants, "Elk Township", "Clayton Borough" and "Gloucester County", employed the Defendants "Gloucester Sheriff", "Elk Police", "Clayton Police", "Chief Brogan", "Chief Marchei", "Officer Garrison", "Officer Hitzelberger", "Officer Molinari", "Officer Pierson", "Mayor Rainey", "Officer Foley", "Officer Konnick", "John Does 1-10", "John Does 11-20", and "Officer Przybyszewski" at all relevant times, including on or about October 31, 2006, December 11, 2006, December 12, 2006, and January 7, 2007.

100. By discriminating against plaintiffs "Harry", "Leola", "Rick", and "City Harvest Church", on the basis of race, the Defendants "Elk Township", "Clayton Borough", "Gloucester County", "Gloucester Sheriff", "Elk Police", "Clayton Police",

"Chief Brogan", "Chief Marchei", "Officer Garrison", "Officer Hitzelberger", "Officer Molinari", "Officer Pierson", "Mayor Rainey", "Officer Foley", "Officer Konnick", "John Does 1-10", "John Does 11-20", and "Officer Przybyszewski" have violated the plaintiff's rights under Article 1, paragraphs 1 and 5, of the Constitution of the State of New Jersey protected under 42 U.S.C. §1983, and in violation of N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:6-1 et seq.

WHEREFORE, Plaintiff Harry demands judgment against Defendants, jointly and severally, for compensatory damages and further demands judgment against each of said Defendants (except Elk Township and Borough of Clayton), jointly and severally, for punitive damages, plus the costs of this action, plus reasonable attorney's fees and costs, and such other relief as the Court deems just and equitable.

JURY DEMAND

Plaintiffs demand a trial by jury on all issues so triable.

LOMURRO, DAVISON, EASTMAN & MUNOZ, P.A.
Attorneys for Plaintiffs, Pastor Richard Beatty, Pastor Leola Beatty, Harry Hampton and City Harvest World Outreach Church

By: /s/ Jonathan H. Lomurro, Esq.
JONATHAN H. LOMURRO, ESQ. (JL8693)

DATED: May 6, 2008

CERTIFICATION

I hereby certify that the matter in controversy is not the subject of any other court, arbitration or administrative proceeding.

/s/ Jonathan H. Lomurro, Esq.
JONATHAN H. LOMURRO, ESQ. (JL8693)

Richardson & Galella, LLC

142 Emerson St.

Woodbury, NJ 08096

Tel: 856-579-7045, Fax: 856-579-7051

www.employmentlaw-nj.com

Attorneys for Defendants Borough of Clayton, Borough of Clayton Police Department,
Sgt. Mark Konnick and Officer Michael Foley

<p>PASTOR RICHARD BEATTY, PASTOR LEOLA BEATTY, HARRY HAMPTON, and CITY HARVEST WORLD OUTREACH CHURCH,</p> <p style="text-align: center;">Plaintiffs,</p> <p>v.</p> <p>COUNTY OF GLOUCESTER; GLOUCESTER COUNTY SHERIFF'S DEPARTMENT; TOWNSHIP OF ELK; ELK TOWNSHIP POLICE DEPARTMENT; CLAYTON BOROUGH POLICE DEPARTMENT; BOROUGH OF CLAYTON WILLIAM J. RAINEY, JR., individually and in his official capacity as the former Mayor Elk Township; STEPHEN B. BROGAN, individually and in his official capacity as Chief of the Elk Township Police Department; DENNIS MARCHEI, individually and in his official capacity as Chief of the Clayton Borough Police Dept., WALTER P. GARRISON, II, individually and in his official capacity as Lt. in the Elk Township Police Department; LANCE HITZELBERGER, individually and in his official capacity as Cpl. in the Elk Township Police Department VICTOR MOLINARI, individually and in his official capacity as Cpl. in the Elk Township Poilkce Department; JOSEPH PIERSON, individually and in his official capacity as Ptl. in the Elk Township Police Department; KEVIN PRZYBYSZESKI; individually and in his official capacity as Ptl. in the Elk Township Police Department; Officer FOLEY, individually and in his official capacity as Ptl. in the Elk Township Police Dept.; MARK KONNICK, individually and in his official capacity as Ptl. in the Elk Township Police Department; and JOHN DOE 1-9, individually and in their official capacity,</p> <p style="text-align: center;">Defendants.</p>	<p>UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY CAMDEN VICINAGE CIVIL NO. : 08CV2235</p> <p style="text-align: center;">Civil Action</p> <p style="text-align: center;">SETTLEMENT AGREEMENT AND GENERAL RELEASE</p>
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This Settlement Agreement and General Release (hereinafter "this Agreement") entered
into and by and among Pastor Richard Beatty, Pastor Leola Beatty and Harry

Hampton(or "Plaintiffs"), Releasors, and the Borough of Clayton and Borough of Clayton Police Department (or "Defendants"), Releasees, collectively known as "the Parties."

Whereas, Pastor Richard Beatty, Pastor Leola Beatty and Harry Hampton , as Plaintiffs, filed a Complaint against Releasees, Borough of Clayton and Borough of Clayton Police Department, Chief of Police Dennis Marchei, Sgt. Mark Konnick and Officer Michael Foley, in United States District Court For the District of New Jersey, Camden Vicinage, entitled *Pastor Richard Beatty, Pastor Leola Beatty, Harry Hampton, and City Harvest World Outreach Church, Plaintiffs, v. County of Gloucester; Gloucester County Sheriff's Department; Township of Elk; Elk Township Police Department; Clayton Borough Police Department; Borough of Clayton William J. Rainey, Jr., et al*, bearing Civil Action Docket Number 08CV2235, and has asserted claims against Releasees; and,

Whereas, the Parties wish to settle all controversies among them involving Plaintiffs, including Plaintiffs' claims bearing Docket No. 08CV2235, and any and all related claims which could have been asserted, whether they are presently known or unknown.

Whereas, Releasees deny each and every allegation made by Plaintiffs, and enter into this agreement for reasons other than the merits of Plaintiffs' claims; and,

Whereas, Plaintiffs agrees that the merits of their claims against Releasees are disputed and have not been adjudicated by any Court.

Whereas Chief of Police Dennis Marchei was terminated as a party to this lawsuit on April 14, 2010 by Order of the Honorable Robert B. Kugler, U.S.D.J. by way of a

summary judgment motion.

Whereas Sergeant Mark Konnick and Officer Michael Foley were voluntarily dismissed from this case as to all claims against them by way of a voluntary stipulation of dismissal entered into in October 2010 and filed with the court on October 21, 2010.

Now, and for the consideration of the agreements, covenants, and conditions herein contained, the adequacy and sufficiency of which is expressly acknowledged by the Parties hereto, the Parties agree as follows:

1. **SETTLEMENT PAYMENTS.**

- a. After RELEASORS' execution and presentation of the attached Release and Stipulation of Dismissal with Prejudice, plaintiffs shall be paid the total amount of Seventeen Thousand Five Hundred dollars (\$17, 500.00), which payment shall constitute consideration for the execution of this agreement and any other documents necessary to resolve and compromise this matter, with finality and with prejudice.
- b. Releasees take no position on the allocation of the settlement amount, which represents a global settlement of all claims presented and which could have been presented. All prayers for relief are dismissed in consideration for the sum tendered. This release includes any and all claims for pain and suffering, emotional distress, psychological damages, lost wages, attorneys fees and costs. Plaintiffs will not seek further compensation from the Borough of Clayton, the Borough of Clayton Police Department, Chief Dennis Marchei, Sgt. Mark Konnick and Officer

Michael Foley for these claims in any forum. Plaintiffs hereby agrees to be responsible for any and all liens arising out of this matter.

- c. Plaintiffs agrees that, but for this Settlement Agreement and General Release, they would not be entitled to the aforesaid payment.
- d. The settlement amount shall be paid by Releasees in the form of a check or checks payable to "Richard Beatty, Leola Beatty and Harry Hampton and Lomurro, Davidon, Eastman & Munzo law firm".
- e. No payment shall be released without an executed Release and Settlement Agreement and signed Stipulation of Dismissal with Prejudice for the matter bearing Docket No. 08CV2235.

2. **DISMISSAL OF ACTION.**

Plaintiffs understand and agrees that counsel for Releasees will file with the United States District Court For the District of New Jersey, Camden Vicinage, an executed Stipulation of Dismissal with Prejudice as to all claims. The Parties understand and agree that the terms of the aforesaid Dismissal are expressly incorporated by reference within the Settlement Agreement and General Release as if fully set forth herein.

3. **RELEASE.**

In consideration for the payment and other consideration provided for in this agreement, Plaintiffs, personally and for their estate and/or their heirs, waives, releases, and gives up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown,

that they may have against any former parties to this lawsuit (including Sgt. Mark Konnick, Officer Michael Foley and Chief of Police Dennis Marchei), the Borough of Clayton, the Borough of Clayton Police department, and any and all of their officers, officials, employees (present and former), and their respective successors and assigns, heirs, executors and legal or personal representatives, based upon any act, event, or omission of any kind occurring before the execution of this Agreement, including, but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations and/or common law, expressly including but not limited to any potential claim relating to the following (including any amendments thereto):

- a. The National Labor Relations Act;
- b. Title VII of the Civil Rights Act of 1964;
- c. Sections 1981 through 1988 of Title 42 of United States Code;
- d. The Employment Retirement Income Security Act of 1974;
- e. The Immigration Reform Control Act;
- f. The Americans with Disabilities Act;
- g. The Age Discrimination in Employment Act of 1967;
- h. The Fair Labor Standards Act;
- i. The Occupational Safety and Health Act;
- j. The Family and Medical Leave Act of 1993;
- k. The Equal Pay Act;
- l. The New Jersey Law Against Discrimination;

- m. The New Jersey Minimum Wage Law;
- n. The Equal Pay Law for New Jersey;
- o. The New Jersey Worker Health and Safety Act;
- p. The New Jersey Family Leave Act;
- q. The New Jersey Conscientious Employee Protection Act;
- r. Any anti-retaliation provision of any statute or law;
- s. Any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any provision of any federal or state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs).

4. **NO CLAIMS PERMITTED/COVENANT NOT TO SUE.**

Plaintiffs waive their right to file any charge or complaint on their own behalf, to participate as a complainant, a plaintiff or a charging party in any charge or complaint, or to collect damages as a result of any charge or complaint which may be made by any other person or organization on his behalf, with respect to anything which has happened up to the execution of this Agreement, before any federal, state or local court or administrative agency against Releasees except as such waiver is prohibited by law.

5. **CONFIDENTIALITY.**

The parties agree not to discuss or divulge any of the terms of this settlement with

anyone except as provided by law.

6. **DEFENSE/INDEMNIFICATION.**

Releasors agrees to defend Releasees in any action brought by any source as a result of Releasors' allocation of the settlement amount and to indemnify and hold Releasees' harmless from any judgment, penalty, fine or other financial assessment against Releasees' stemming from such action.

Releasors' counsel agrees to be solely responsible for any and all judgement searches required by law, including, but not limited to child-support Orders, and to defend and indemnify Releasees in any action of any description resulting from a judgment against any plaintiff entered prior to the date of this Release.

7. **NO ADMISSION OF LIABILITY.**

It is expressly understood that neither the execution of this agreement, nor any other action taken by Releasees in conjunction with Plaintiffs alleged claims or this settlement, constitute admission by Releasees of any violation of any law, duty or obligation and that Releasees specifically deny any liability to Plaintiffs or to any other person.

8. **ENTIRE AGREEMENT.**

This Agreement contains the sole and entire Agreement between the Parties.

Plaintiffs represents and acknowledges that, prior to executing this Agreement, they consulted with their attorney and that they have had ample time to do so, and that they obtained the advice of their counsel prior to making the decision to execute this Agreement, and that they have not relied upon any representation or

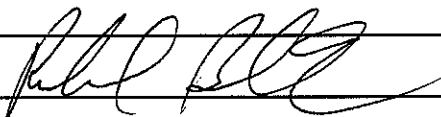
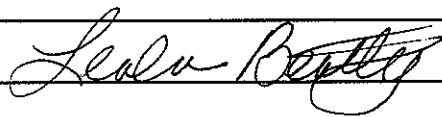
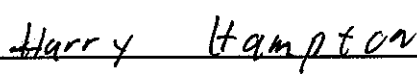
statement not set forth in this Agreement made by any other party hereto, or their counsel or representatives, with regard to the subject matter of this Agreement.

No other promises or agreements shall be binding unless in writing, signed by the Parties hereto, and expressly stated to represent an amendment to this Agreement.

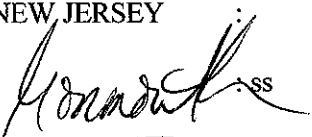
9. **SEVERABILITY.**

The Parties agree that if any Court declares any portion of this Agreement unenforceable, the remaining portion or portions shall be fully enforceable.

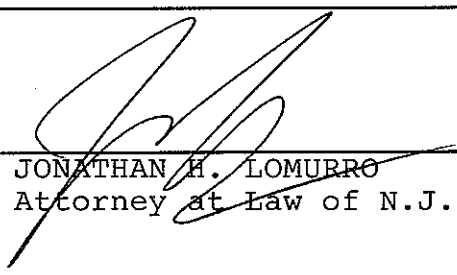
Plaintiffs hereby understand and agree that they have sought and received the advice of their attorney prior to executing this Agreement, and that they have had ample time to do so and that they knowingly and voluntarily have decided to settle his claims against Releasees after thoroughly reviewing this Agreement with their attorney.


Pastor Richard Beatty, Plaintiff and Releasor	
Pastor Leola Beatty, Plaintiff and Releasor	
Harry Hampton, Plaintiff and Releasor	

STATE OF NEW JERSEY

 :ss

COUNTY OF GLOUCESTER :

Sworn to and subscribed before me this	
<u>10</u> day <u>Oct</u> of 2010	
JONATHAN H. LOMURRO Attorney at Law of N.J.	

Linda A. Galella, Esq., Preparer


Release

This Release, dated Oct 26, 2010, is given
BY the Releasor(s)

PASTOR RICHARD BEATTY, PASTER LEOLA BEATTY and HARRY HAMPTON, their successors, assigns and heirs,

referred to as "I,"

TO

WALTER P. GARRISON, II, KEVIN PRZYBYSZEWSKI, VICTOR MOLINARI, JOSEPH PIERSON, WILLIAM J. RAINEY, JR., LANCE HITZELBERGER, their successors, assigns and heirs; and ELK TOWNSHIP and its POLICE DEPARTMENT, its agents, servants 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, give up and forever discharge 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 any and all claims of any kind for damages, including medical bills, pain and suffering, permanency, property damage, violations of civil rights, violations of rights under the United States Constitution and the Constitution of the State of New Jersey, arising out of the incident of October 31, 2006, which resulted in an action entitled Pastor Richard Beatty, Pastor Leola Beatty, Harry Hampton and City Harvest World Outreach Church v. County of Gloucester, Gloucester County Sheriff's Department, Township of Elk, Elk Township Police Department, Clayton Borough Police Department, Borough of Clayton, William J. Rainey, Jr., individually and in his official capacity as the former Mayor of Elk Township, Stephen B. Brogan, individually and in his official capacity as the Chief of Elk Township Police Department, Dennis R. Marchei, individually and in his official capacity as the as Chief of the Clayton Borough Police Department, Walter P. Garrison, II, individually and in his official capacity as Lt. In the Elk Township Police Department, Lance Hitzelberger, individually and in his official capacity Cpl. in the Elk Township Police Department, and Victor Molinari, individually, which was filed in the United States District Court, Camden Vicinage, Civil Action Number 08-cv-0370.

For and in consideration of the sum below, the undersigned hereby agrees to satisfy any and all liens or encumbrances which may apply to the above sum and hereby agrees to indemnify the above named Releasee and its insurance carrier against any further liability for the satisfaction of any such liens or encumbrances.

The undersigned hereby agrees to indemnify and hold harmless the (defendants) from any and all welfare liens, medicare, medicaid, workers' compensation liens, or any other social service agency liens or bills that may have arisen as a result of this injury or been incurred during the course of this injury or be in any way related to payments received by them during the pendency of this claim or themselves or their family members.

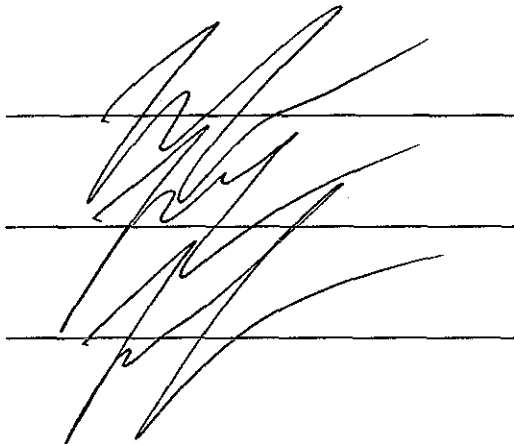
2. Payment. I have been paid a total of Seventeen Thousand Five Hundred Dollars (\$17,500.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in full payment for making this Release. I agree that I will not seek anything further, including any other payment, from You.

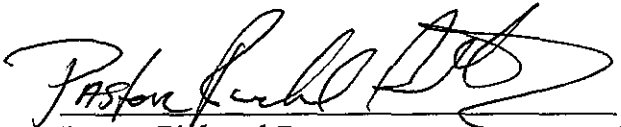
It is expressly **UNDERSTOOD** and **AGREED** that the acceptance of said amount is in full accord and satisfaction of and in compromise of a disputed claim and that payment thereof is not an admission of liability but is made for the purpose of terminating all disputes and litigation between the parties hereto.

3. Who is bound. I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, including your agents, servants and employees.

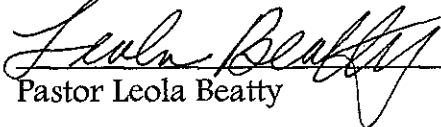
4. Signatures. I understand and agree to the terms of this Release. If this Release is made by a corporation, its proper corporate officers signed and its corporate seal is affixed.

Witnessed or Attested by:






Pastor Richard Beatty



Pastor Leola Beatty



Harry Hampton

STATE OF NEW JERSEY

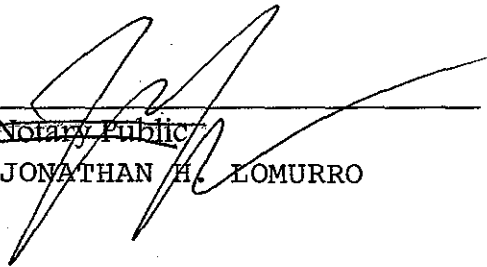
COUNTY OF Monmouth

:
: ss
:

Richard Beatty Cole
Beatty Tracy Hamilton

I CERTIFY that on Oct. 26, 2010, Beatty Tracy Hamilton personally came before me and stated under oath to my satisfaction that this person (or if more than one, each person):

- (a) was the maker of the attached instrument; and
- (b) executed this instrument as his or her own act.



 Notary Public
 JONATHAN H. LOMURRO