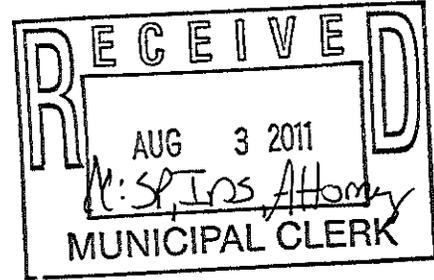


UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY



-----X
SALIM COFI,

Plaintiff,

-against-

BRICK TOWNSHIP, SGT. TERRANCE COVERT, Badge No. 166, PTL. Individually and in his Official Capacity, INV. KRISTOPHER DEMARCO, Badge No. 213, Individually and in his Official Capacity, INV. DAVID FOX, Badge No. 153, Individually and in his Official Capacity, SGT. TODD FRIEDMAN, Individually and in his Official Capacity, INV. MICHAEL PLUTA, Badge No. 297, Individually and in his Official Capacity SR. INV. KENNETH HESS, Badge No. 63, Individually and in his Official Capacity, Inv. PTL. LAWRENCE PETROLA, Badge No. 201, Individually and in his Official Capacity, LT. FRANK DOCHERTY, Badge No. 105, Individually and in his Official Capacity, and P.O.'s "JOHN DOE" #1-10, Individually and in their Official Capacity (the name John Doe being fictitious, as the true names are presently unknown),

Defendants.
-----X

AMENDED COMPLAINT

CV No. 11-87 MLC

JURY TRIAL DEMANDED

ECF CASE

Plaintiff SALIM COFI, by his attorney, JEFFREY S. ARONS, ESQ, complaining of the defendants, respectfully alleges as follows:

PRELIMINARY STATEMENT

1. Plaintiff brings this action for compensatory damages, punitive damages and attorney's fees pursuant to 42 U.S.C. §1983 and 42 U.S.C. §1988 for violations of his civil

rights, as said rights are secured by said statutes and the Constitutions of the State of New Jersey and the United States.

JURISDICTION

2. This action is brought pursuant to 42 U.S.C. §1983 and 42 U.S.C. §1988, and the First, Fourth, Fifth, Eighth and Fourteenth Amendments to the United States Constitution.

3. Jurisdiction is founded upon 28 U.S.C. §§ 1331, 1343 and 1367.

VENUE

4. Venue is properly laid in the District of New Jersey under U.S.C. §1391(b), in that this is the District in which the claim arose.

JURY DEMAND

5. Plaintiff respectfully demands a trial by jury of all issues in this matter pursuant to Fed. R. Civ. P. 38(b).

PARTIES

6. Plaintiff, SALIM COFI is a black male and at all relevant times a resident of BRICK TOWNSHIP and State of New Jersey.

7. Defendant BRICK TOWNSHIP, was and is a municipal corporation duly organized and existing under and by virtue of the laws of the State of New Jersey.

8. Defendant, BRICK TOWNSHIP, maintains the Brick Township Police Department, a duly authorized public authority and/or police department, authorized to perform all functions of a police department as per the applicable sections of the New Jersey State Criminal Procedure Law, acting under the direction and supervision of the aforementioned municipal corporation, BRICK TOWNSHIP.

9. That at all times hereinafter mentioned, the individually named defendants, DET. TERRANCE COVERT, INV. KRISTOPHER DEMARCO, INV. DAVID FOX, SGT. TODD FRIEDMAN, INV. MICHAEL PLUTA, INV. KENNETH HESS, PTL. LAWRENCE PETROLA, LT. FRANK DOCHERTY and P.O.s "JOHN DOE" #1-#10 were duly sworn police officers of said department and were acting under the supervision of said department and according to their official duties.

10. That at all times hereinafter mentioned the defendants, either personally or through their employees, were acting under color of state law and/or subject to the official rules, regulations, laws, statutes, customs, usages and/or practices of the State of New Jersey or BRICK TOWNSHIP.

11. Each and all of the acts of the defendants alleged herein were done by said defendants while acting within the scope of their employment with defendant BRICK TOWNSHIP.

12. Each and all of the acts of the defendants alleged herein were done by said defendants while acting in furtherance of their employment by defendant BRICK TOWNSHIP.

FACTS

13. On January 8, 2009 at approximately 6:00p.m., plaintiff, SALIM COFI was present at or around the apartment of Harold Webb at Waterside Gardens Apartments, Brick, New Jersey.

14. The Brick Township police entered the apartment and without provocation or any warning, Office Terrance Covert, using his firearm, provided by Brick Township, shot an unarmed SALIM COFI in the upper leg/left hip which resulted in significant injury. Said shooting was without justification or necessity.

15. Immediately thereafter, defendant police officers placed plaintiff in handcuffs with his hands behind his back while he was collapsed on the ground as a result of the gun-shot wound. Following the shooting of the plaintiff, the officers secured and hand-cuffed the plaintiff and then conversed among themselves for an extended period of time prior before transport to the hospital was arranged.

16. As a result of the bullet wound, the plaintiff sustained injuries, including but not limited to a fracture of the bones in the hip area, left leg area, damage to the muscle, joint and nerves, as well as diverse other injuries.

17. Plaintiff was eventually transported to Jersey Shore Medical Center following his arrest and diagnosed with a left open subtrochanteric femur fracture.

18. On January 9, 2009, surgery was performed at Jersey Shore Medical Center, a procedure that consisted of irrigation and debridement of the left open femur fracture and open reduction and internal fixation of left trochanteric femur fracture with intramedullary nail fixation and hardware.

19. Plaintiff was charged with third degree possession of a controlled dangerous substance, (cocaine), Indictment 09-08-1519

20. As a result of the excessive force used in connection with that arrest, plaintiff sustained significant loss and limitation of the use of his left leg, hip, back and lower body, various other injuries, both temporary and permanent, has and will in the future require medical treatment and will incur medical expenses, has and will in the future suffer loss of income and earning capacity, and will be permanently impaired. Plaintiff SALIM COFI sustained severe and permanent bodily injuries, mental anguish, shock, fright, apprehension, embarrassment, and humiliation, and deprivation of his constitutional rights.

21. On February 28, 2011, in Ocean County Superior Court, Salim Cofi pled guilty to a disorderly person's offense and the remaining charges on Indictment 09-08-1519 were dismissed. Salim Cofi was sentenced to pay fines and costs, and was not sentenced to a term of imprisonment or probation.

FIRST CLAIM FOR RELIEF
DEPRIVATION OF FEDERAL RIGHTS UNDER 42 U.S.C. § 1983

22. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "21" with the same force and effect as if fully set forth herein.

23. All of the aforementioned acts of defendants, their agents, servants and employees, were carried out under the color of state law.

24. All of the aforementioned acts deprived plaintiff, SALIM COFI of the rights, privileges and immunities guaranteed to citizens of the United States by the First, Fourth, Fifth, Eighth and Fourteenth Amendments to the Constitution of the United States of America, and in violation of 42 U.S.C. § 1983.

25. The acts complained of were carried out by the aforementioned individual defendants in their capacities as police officers, with all of the actual and/or apparent authority attendant thereto.

26. The acts complained of were carried out by the aforementioned individual defendants in their capacities as police officers, pursuant to the customs, usages, practices, procedures, and the rules of BRICK TOWNSHIP and the Brick Township Police Department, all under the supervision of ranking officers of said department.

27. Defendants, collectively and individually, while acting under color of state law, engaged in conduct which constituted a custom, usage, practice, procedure or rule of the respective municipality/authority, which is forbidden by the Constitution of the United States.

28. The acts complained of deprived plaintiff SALIM COFI of his rights:
- A. Not to be deprived of liberty without due process of law;
 - B. To be free from seizure and arrest not based upon probable cause;
 - C. To be free from unwarranted and malicious criminal prosecution;
 - D. Not to have excessive force imposed upon him;
 - E. Not to have summary punishment imposed upon him; and
 - F. To receive equal protection under the law.

SECOND CLAIM FOR RELIEF
EXCESSIVE FORCE UNDER 42 U.S.C. § 1983

29. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "28" with the same force and effect as if fully set forth herein.

30. The level of force employed by defendants was objectively unreasonable and in violation of the constitutional rights of the plaintiff.

31. As a result of the foregoing, plaintiff SALIM COFI sustained bodily injuries, mental anguish, shock, fright, apprehension, embarrassment, and humiliation, and deprivation of his constitutional rights

THIRD CLAIM FOR RELIEF
MUNICIPAL LIABILITY UNDER 42 U.S.C. § 1983

32. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "31" with the same force and effect as if fully set forth herein.

33. Defendants, collectively and individually, while acting under color of state law, engaged in conduct that constituted a custom, usage, practice, procedure or rule of the respective municipality/authority, which is forbidden by the Constitution of the United States.

34. The aforementioned customs, policies, usages, practices, procedures and rules of BRICK TOWNSHIP and the Brick Township Police Department included, but were not limited to, a) arresting individuals regardless of probable cause, and b) utilizing excessive force in executing said arrests, and c) falsifying evidence to cover up police misconduct.

35. The foregoing customs, policies, usages, practices, procedures and rules of BRICK TOWNSHIP and the Brick Township Police Department constituted deliberate indifference to the safety, well-being and constitutional rights of plaintiff.

36. The foregoing customs, policies, usages, practices, procedures and rules of BRICK TOWNSHIP and the Brick Township Police Department were the direct and proximate cause of the constitutional violations suffered by plaintiff as alleged herein.

37. The foregoing customs, policies, usages, practices, procedures and rules of BRICK TOWNSHIP and the Brick Township Police Department were the moving force behind the constitutional violations suffered by plaintiff as alleged herein.

38. As a result of the foregoing customs, policies, usages, practices, procedures and rules of BRICK TOWNSHIP and the Brick Township Police Department, plaintiff SALIM COFI was subjected to unlawful and excessive force resulting in permanent and disabling injuries.

39. Defendants, collectively and individually, while acting under color of state law, were directly and actively involved in violating plaintiff's constitutional rights.

40. Defendants, collectively and individually, while acting under color of state law, acquiesced in a pattern of unconstitutional conduct by subordinate police officers, and were directly responsible for the violation of plaintiff SALIM COFI's constitutional rights.

41. The acts complained of deprived plaintiff of their rights:

A. Not to be deprived of liberty without due process of law;

- B. To be free from seizure and arrest not based upon probable cause;
- C. To be free from malicious abuse of process;
- D. Not to have excessive force imposed upon them;
- E. To be free from unlawful search;
- F. Not to have summary punishment imposed upon them; and
- G. To receive equal protection under the law.

FOURTH CLAIM FOR RELIEF
DELIBERATE INDIFFERENCE TO PROVIDE MEDICAL CARE UNDER 42 U.S.C. §
1983

42. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "41" with the same force and effect as if fully set forth herein.

43. Defendants knew that plaintiff SALIM COFI had sustained severe and serious injuries which required immediate treatment.

44. Notwithstanding this knowledge, defendants deliberately delayed in responding to assist the plaintiff SALIM COFI following his collapse from the gun-shot wound.

45. In so doing, defendants exhibited a deliberate indifference to the health, safety, welfare and medical needs of plaintiff SALIM COFI, in violation of plaintiff's constitutional rights as secured by the Fifth, Eighth and Fourteenth Amendments to the Constitution of the United States.

46. As a result of defendants' deliberate indifference to the medical needs of plaintiff SALIM COFI, plaintiff suffered severe and permanent injuries.

PENDANT STATE CLAIMS

47. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "46" with the same force and effect as if fully set forth herein.

48. On or about February 23, 2009 and within (90) days after the claim herein accrued, the plaintiff duly served upon, presented to and filed with defendant BRICK TOWNSHIP, a Notice of Claim setting forth all facts and information required in accordance with N.J.S.A. 59:1-1 et al

49. Defendant BRICK TOWNSHIP has wholly neglected or refused to make an adjustment or payment thereof and more than thirty (180) days have elapsed since the presentation of such claim as aforesaid.

50. This action was commenced within two years of the cause of action herein accrued.

51. Plaintiff has complied with all conditions precedent to maintaining the instant action.

FIRST CLAIM FOR RELIEF UNDER N.J. STATE LAW
ASSAULT & BATTERY

52. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "51" with the same force and effect as if fully set forth herein.

53. That on or about the 8th of January 2009, at approximately 6:00pm, while the plaintiff was lawfully on the premises of the apartment of Harold Webb at Waterside Gardens Apartments, Brick, New Jersey, the defendants, their agents, servants and employees, particularly defendant Terrance Covert, without just cause or provocation and with great force and violence, violently seized and assaulted the plaintiff, SALIM COFI, including but not limited to, intentionally, shooting the defendant with a firearm causing serious injury.

54. That the defendants, their agents, servants and employees, acting as agents and on behalf of defendants and within the scope of their employment intentionally, willfully and maliciously assaulted and battered plaintiff, SALIM COFI, in that they had the real or apparent ability to cause imminent harmful and/or offensive bodily contact and intentionally did a violent and/or menacing act which threatened such contact in the plaintiff, and that act caused apprehension of such contact in the plaintiff, and defendant's, in a hostile and/or offensive shot the plaintiff with the intention of killing or causing harmful and/or offensive bodily injury to the plaintiff and caused such batter in and about his entire body, particularly his lower body, leg, and hip area.

55. As a result of the defendants conduct, plaintiff sustained significant loss and limitation of the use of his left leg, hip, back and lower body, various other injuries, both temporary and permanent, has and will in the future require medical treatment and will incur medical expenses, has and will in the future suffer loss of income and earning capacity, and will be permanently impaired. Plaintiff SALIM COFI sustained severe and permanent bodily injuries, mental anguish, shock, fright, apprehension, embarrassment, and humiliation, and deprivation of his constitutional rights

SECOND CLAIM FOR RELIEF UNDER N.J. STATE LAW
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

56. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "55" with the same force and effect as if fully set forth herein.

57. The aforementioned conduct was extreme and outrageous, and exceeded all reasonable bounds of decency.

58. The aforementioned conduct was committed by defendants while acting within the scope of their employment by defendant BRICK TOWNSHIP.

59. The aforementioned conduct was committed by defendants while acting in furtherance of their employment by defendant BRICK TOWNSHIP.

60. The aforementioned conduct was intentional and done for the sole purpose of causing severe emotional distress to plaintiff.

61. As a result of the aforementioned conduct, plaintiff suffered severe emotional distress, physical and mental injury, together with embarrassment, humiliation, shock, fright and loss of freedom.

THIRD CLAIM FOR RELIEF UNDER N.J. STATE LAW
NEGLIGENT HIRING/TRAINING/SUPERVISION/RETENTION

62. Plaintiff repeats, reiterates and realleges each and every allegation contained in paragraphs numbered "1" through "61" with the same force and effect as if fully set forth herein.

63. Defendant BRICK TOWNSHIP selected, hired, trained, retained, assigned and supervised all members of said its Police Department, including the defendants individually named above.

64. Defendant BRICK TOWNSHIP was negligent and careless when it selected, hired, trained, retained, assigned, and supervised all members of its Police Department including the defendants individually named above.

65. Due to the negligence of the defendants as set forth above, plaintiff suffered physical and mental injury, pain and trauma, together with embarrassment, humiliation shock, fright, and loss of freedom.

66. By reason of the aforesaid conduct by defendants, plaintiff SALIM COFI requests the following relief:

A. Compensatory damages in the amount of one million dollars (\$2,000,000);

B. Punitive damages in the amount of one million dollars (\$1,000,000);

C. An award of reasonable attorney's fees pursuant to 42 U.S.C. § 1988, as well as costs and disbursements; and

D. Any further relief as the Court may find just and proper.

WHEREFORE, plaintiff SALIM COFI demands judgment against BRICK TOWNSHIP, DET. TERRANCE COVERT, INV. KRISTOPHER DEMARCO, INV. DAVID FOX, SGT. TODD FRIEDMAN, INV. MICHAEL PLUTA, INV. KENNETH HESS, PTL. LAWRENCE PETROLA, LT. FRANK DOCHERTY and P.O.s "JOHN DOE" #1-#10 P.O.'s ", in the sum of one million dollars (\$2,000,000) in compensatory damages, one million dollars (\$1,000,000) in punitive damages, plus reasonable attorney's fees, costs, and disbursements of this action.

Dated: South Orange, New Jersey
May 31, 2011

BY: 

JEFFREY S. ARONS
ARONS & ARONS, LLC.
Attorneys for Plaintiff
76 South Orange Ave. Suite 100
South Orange, NJ 07079
(973) 762-0795

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated 7/16/12 is given by **SALIM COFI**, referred to as "I", to **TOWNSHIP OF BRICK, SGT. TERRANCE COVERT, INV. KRISTOPHER DEMARCO, PTL. LAWRENCE PETROLA and LT. FRANK DOCHERTY** and their agents and employees, referred to as "You". If more than one person signs this Release, "T" 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 **TOWNSHIP OF BRICK, SGT. TERRANCE COVERT, INV. KRISTOPHER DEMARCO, PTL. LAWRENCE PETROLA and LT. FRANK DOCHERTY**, and their agents and employees, for the events occurring on and about January 8, 2009 which is the subject of lawsuit in COFI v. TOWNSHIP OF BRICK, ET AL., Civil Action No. 11-87 (MLC-LHG), 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 **TOWNSHIP OF BRICK, SGT. TERRANCE COVERT, INV. KRISTOPHER DEMARCO, PTL. LAWRENCE PETROLA and LT. FRANK DOCHERTY** alleged in Civil Action No. 11-87 (MLC-LHG).

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 **TOWNSHIP OF BRICK, SGT. TERRANCE COVERT, INV. KRISTOPHER DEMARCO, PTL. LAWRENCE PETROLA and LT. FRANK DOCHERTY**, 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 **SALIM COFI**'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 **SALIM COFI**'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 5, 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. **WARRANTY AS TO MEDICARE INVOLVEMENT.** I understand and acknowledge that the Medicare, Medicaid and SCHIP Extension Act of 2007 requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within thirty months of the settlement. In further consideration of the settlement agreement agreed to herein, I warrant and represent to You the following: 1) Medicare has made no conditional payments for any medical expense or prescription expense on my behalf related to this incident; 2) I am not, nor have I ever been a Medicare beneficiary; 3) I am not currently receiving

Social Security Disability Benefits; 4) I have not applied for Social Security Disability Benefits; 5) I have not been denied, nor have I appealed from a denial of Social Security Disability Benefits; 6) I do not expect to be eligible for Medicare benefits within the next 30 months; 7) I am not in End Stage Renal failure; and 8) no liens, including but not limited to liens for medical treatments by hospitals, physicians, or medical providers of any kind have been filed for the treatment of injuries sustained in this incident.

4. **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.

5. **PAYMENT.** I have been paid a total of \$275,000 in full payment for making this Release, with said payment represented as follows: \$275,000 from the **TOWNSHIP OF BRICK**. I agree that I will not seek anything further, including any other payment, from you.

6. **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.

7. **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,

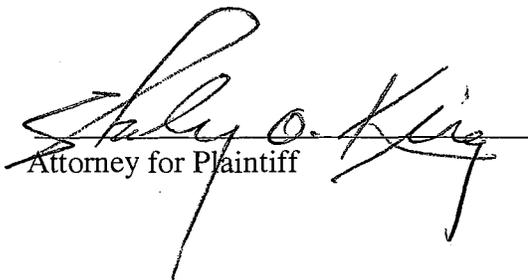
assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

8. **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.

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

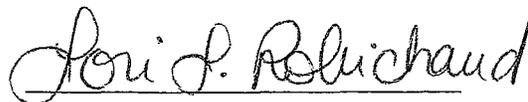
10. **ADDITIONAL DOCUMENTS.** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all action which may be necessary or appropriate to give full force and effect to the terms and intent of this Release.


SALIM COFI


Attorney for Plaintiff

STATE OF NEW JERSEY
COUNTY OF

I certify that on July 16, 2012, Salim Cofi, 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 Salim Cofi and that he/she personally signed this document, and that he/she voluntarily signed, sealed, and delivered this document as his/her act or deed, without coercion or undue influence by any other person(s).



Notary Public **LORI L. ROBICHAUD**
A NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES 4/21/2015

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

SALIM COFI, : Civil No.11-87 (MLC)
 :
 Plaintiff, :
 v. : **ORDER**
 :
 BRICK TOWNSHIP, et al., :
 :
 Defendants :

It appearing that it has been reported to the Court that the above action has been settled in its entirety;

It is on this 19th day of June, 2012,

ORDERED THAT:

(1) This action is hereby dismissed without costs and without prejudice to the right, upon good cause shown within 60 days, to reopen the action if the settlement is not consummated.

(2) If any party shall move to set aside this Order of Dismissal as provided in the above paragraph or pursuant to the provisions of Fed. R. Civ. P. 60(b), in deciding such motion the Court retains jurisdiction of the matter to the extent necessary to enforce the terms and conditions of any settlement entered into between the parties.

s/Mary L. Cooper
MARY L. COOPER
United States District Judge