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THOMAS J. MALLON, ESQ.
Attorney-at-Law
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(732) 780-0230
Attorney for Plaintiff,

ANTHONY BALL,

UNITED STATES DISTRICT COURT
DISTRICT COURT OF NEW JERSEY
TRENTON

Plaintiff

vs.

Civil Action No.: 09- (-)

JACKSON TOWNSHIP;
MATTHEW D. KUNZ, Chief of Police;
RAYMOND MILLEWSKI;
JOHN DOES 6-10 (fictitious individuals),
Personnel of the Jackson Township
Police Department in supervisory
capacities; JEREMY FELDER;
KEVIN CHESNEY; ARTHUR SALISBURY
and JOHN DOES 1-5 (fictitious individuals),
members of the Jackson Township Police Department,

COMPLAINT

Defendants.

JURISDICTION

1. This action is brought pursuant to 42 U.S.C. Section 1983 and in accordance with the Fourth and Fourteenth Amendments of the Constitution of the United States of America. Jurisdiction is conferred under 28 U.S.C. Section 1331 and Section 1343(3). This Court has supplemental jurisdiction over Plaintiff's pendent state law claims pursuant to 28 U.S.C. Section 1367.

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PARTIES

2. Plaintiff Anthony Ball, residing at 2541 Lexington Court, Jackson Township, New Jersey 08527, Ocean County, is and was, at all times herein relevant, a resident of the State of New Jersey.

3. Defendants Jeremy Felder, Arthur Salisbury, Kevin Chesney and/or John Does 1-5 were at all times mentioned herein duly appointed and acting police officers of the Jackson Township Police Department and at all times herein were acting in such a capacity as the agents, servants and/or employees of Jackson Township and were acting under the color of law.

4. Defendants Chief of Police Matthew D. Kunz, Raymond Millewski and/or John Does 6-10 were at all times mentioned herein duly appointed and acting members of the Jackson Township Police Department and at all times herein were acting in such capacities as the agents, servants and/or employees of Jackson Township and were acting under the color of law.

5. Defendants Chief of Police Matthew D. Kunz, Raymond Millewski and/or John Does 6-10 were acting in supervisory capacities over Defendants Felder, Arthur Salisbury, Kevin Chesney and/or John Does 1-5 and responsible by law for the training, supervision and conduct of Defendants Felder, Arthur Salisbury, Kevin Chesney and/or John Does 1-5.

6. Defendant Jackson Township is a duly designated municipality of the state of New Jersey, under the laws of the state of New Jersey.

7. At all times relevant hereto, Defendant Jackson Township employed the aforementioned Defendants. As such, it was responsible for the training, supervision and conduct of Defendants Matthew D. Kunz, Jeremy Felder, Arthur Salisbury, Kevin Chesney, Raymond Millewski and/or John Does 1-10.

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FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

1. On 1-27-10, Plaintiff Anthony Ball pulled into the Wawa at the intersection of South Hope Chapel Road and East Veterans Highway in Jackson because his vehicle was almost out of fuel.
2. Inside the entrance to the Wawa, Plaintiff got out of his vehicle to move parking cones so that he could get his car to the gas pump.
3. Defendant Felder approached Plaintiff, verbally abused him and ordered him to drive out and around to the store entrance that was not blocked by parking cones.
4. Plaintiff explained that his car would run out of gas if he had to drive to the other store entrance.
5. Defendants Felder, Chesney, Salisbury and/or John Does 1-5 then pushed Plaintiff onto the concrete parking lot and assaulted him without justification and with excessive force.
6. Plaintiff was arrested by Defendants, brought to Jackson Township Police Headquarters, processed and released.
7. As a direct and proximate cause of the malicious and outrageous conduct of Defendants as set forth above, Plaintiff suffered bodily injuries, medical expenses and will suffer additional special damages in the future in an amount which cannot yet be determined.

COUNT ONE
SECTION 1983 USE OF EXCESSIVE FORCE

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. As a direct and proximate result of the above-referenced unlawful and malicious physical abuse of Plaintiff by Defendants Felder, Salisbury, Chesney and/or John Does 1-5

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committed under color of state law, Plaintiff sustained bodily harm and was deprived of his right to be secure in his person against unreasonable seizure of his person, in violation of the Fourth and Fourteenth Amendments of the Constitution of the United States and U.S.C. Section 1983.

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

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

WHEREFORE, Plaintiff Anthony Ball demands judgment against Defendants Jeremy Felder, Arthur Salisbury, Kevin Chesney and/or John Does 1-5, on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT TWO
SECTION 1983 FAILURE TO INTERVENE

_____1. The previous paragraphs are incorporated herein inclusively as if fully set forth.

2. Defendants Felder, Salisbury, Chesney and/or John Does 1-10 were Jackson Township Police Officers and at all times mentioned herein were acting under color of state law.

3. Defendants Felder, Salisbury, Chesney and/or John Does 1-10 had a duty to intervene in the unjustified assault and arrest of Plaintiff by Defendants Felder, Salisbury, Chesney and/or John Does 1-10.

4. The unjustified assault and arrest of Plaintiff by Defendants Felder, Salisbury, Chesney and/or John Does 1-10 deprived Plaintiff of his right to be secure in his person against unreasonable seizure in violation of the Fourth and Fourteenth Amendments of the Constitution of the United

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States and made actionable through 42 U.S.C. Section 1983.

5. Defendants Felder, Salisbury, Chesney and/or John Does 1-10 had a reasonable opportunity to intervene in the unjustified arrest and assault of Plaintiff by Defendants Felder, Salisbury, Chesney and/or John Does 1-10 and failed to intervene.

6. As a direct and proximate cause of Defendants' Felder, Salisbury, Chesney and/or John Does 1-10 failure to intervene, Plaintiff suffered physical injury, medical expenses, and mental anguish in connection with the deprivation of his Constitutional Rights guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States and made actionable through by 42 USC Section 1983.

WHEREFORE, Plaintiff Anthony Ball demands judgment against Defendants Jeremy Felder, Salisbury, Chesney and/or John Does 1-10 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT THREE
SECTION 1983 ABUSE OF PROCESS

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. Defendants Felder, Salisbury, Chesney and/or John Does 1-5, after the initial issuance of process against Plaintiff, used such "process" to accomplish some ulterior purpose for which it was not designed or intended, or which was not the legitimate purpose of the particular process employed.
3. Defendants Felder, Salisbury, Chesney and/or John Does 1-5 made false statements of fact; maliciously, intentionally, recklessly, and/or negligently misrepresented the facts of their encounter with Plaintiff and his subsequent arrest and detention; falsified police and/or other official

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records, and mishandled and/or withheld evidence to initiate and/or instigate a criminal prosecution of Plaintiff.

4. Defendants Felder, Salisbury, Chesney and/or John Does 1-5 knew that the complaint initiated was groundless and made misrepresentations to gain an advantage over Plaintiff's certain constitutional claims and/or to protect their interest in their employment and/or to protect themselves from criminal prosecution and civil liability.

5. As a direct and proximate result of the acts of Defendants Felder, Salisbury, Chesney and/or John Does 1-5 as set forth herein, Plaintiff suffered physical injury, incurred expenses to defend the false criminal charges brought against him; medical expenses, and mental anguish in connection with the deprivation of his constitutional rights guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States and protected by 42 U.S.C. Section 1983.

WHEREFORE, Plaintiff Anthony Ball demands judgment against Defendants Jeremy Felder, Arthur Salisbury, Kevin Chesney and/or John Does 1-5, on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT FOUR
SECTION 1983 SUPERVISORY LIABILITY

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. Defendants Raymond Millewski, John Doe 2 and/or John Does 6-10 were supervisory officials and/or officers in charge at the time Plaintiff was arrested and assaulted.
3. Defendants Millewski, John Doe 2 and/or John Does 6-10 had a duty to prevent subordinate officers Felder, Salisbury, Chesney and/or John Does 1-5 from violating the

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constitutional rights of citizens and/or detainees.

4. Defendants Millewski, John Doe 2 and/or John Does 6-10 either directed Defendants Felder, Salisbury, Chesney and/or John Does 1-5 to violate Plaintiff's constitutional rights or had knowledge of and acquiesced in his/their subordinate's violations.

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

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

COUNT FIVE
SECTION 1983 UNLAWFUL POLICY, CUSTOM, PRACTICE
INADEQUATE TRAINING

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. Defendants Jackson Township's Police Department, Matthew D. Kunz and/or John Does 6-10, are vested by state law with the authority to make policy on the use of force, effectuating arrests and police citizen encounters. Specifically, Defendant Matthew D. Kunz is the chief of police. Defendants Millewski, John Does 6-10 are responsible for training Police Officers in the use of force and/or were officers in charge when Plaintiff was assaulted and falsely arrested.

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3. At all times mentioned herein, Defendants Felder, Salisbury, Chesney, Millewski and/or John Does 1-10, as police officers, agents, servants and/or employees of Defendant Jackson Township, were acting under the direction and control of Defendants Jackson Township Police Department, Matthew D. Kunz and/or John Does 6-10, and were acting pursuant to the official policy, practice or custom of the Jackson Township Police Department.

4. Acting under color of law pursuant to official policy, practice, or custom, Defendants Jackson Township, Matthew D. Kunz, Millewski and/or John Does 6-10 intentionally, knowingly, recklessly and/or with deliberate indifference failed to train, instruct, supervise, control, and discipline, on a continuing basis Defendants Kunz, Felder, Salisbury, Chesney, Millewski and/or John Does 1-10 in their duties to refrain from: (1) unlawfully and maliciously assaulting, arresting and harassing citizens; (2) intentionally, recklessly and/or negligently misrepresenting the facts of arrests and/or other police-citizen encounters; (3) falsifying police and/or other official records; (4) withholding and/or mishandling evidence; (5) making false arrests, and/or (6) using unreasonable and excessive force.

5. Defendants Jackson Township, Kunz and/or John Does 6-10 were aware of numerous similar police citizen encounters involving Defendants Kunz, Felder, Salisbury, Chesney, Millewski, John Does 1-10 and/or other Jackson Township Police Officers whereby they customarily and frequently subjected citizens held in custody to physical and mental abuse; unlawfully and maliciously assaulted, arrested and harassed citizens; intentionally, recklessly and/or negligently misrepresented the facts of arrests and/or other police-citizen encounters; falsified police and/or other official records; made false arrests, mishandled and/or withheld evidence and/or used unreasonable and excessive force on citizen/arrestees.

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6. Despite their awareness, Defendants Jackson Township, Matthew D. Kunz and/or John Does 6-10 failed to employ any type of corrective or disciplinary measures against Defendants Kunz, Felder, Salisbury, Chesney, Millewski, John Does 1-10 and/or other Jackson Township Officers.

7. Defendants Jackson Township, Matthew D. Kunz, Millewski and/or John Does 6-10 had knowledge of, or, had they diligently exercised their duties to instruct, train, supervise, control, and discipline Defendants Kunz, Felder, Salisbury, Chesney, Millewski and/or John Does 1-10 on a continuing basis, should have had knowledge that the wrongs which were done, as heretofore alleged, were about to be committed.

8. Defendants Jackson Township, Matthew D. Kunz, Millewski and/or John Does 6-10 had power to prevent or aid in preventing the commission of said wrongs, could have done so by reasonable diligence, and intentionally, knowingly, recklessly and/or with deliberate indifference failed to do so.

9. Defendants Jackson Township, Matthew D. Kunz, Millewski and/or John Does 6-10, directly or indirectly, under color of state law, approved or ratified the unlawful, deliberate, malicious, reckless, and wanton conduct of Defendants Kunz, Felder, Salisbury, Chesney, Millewski and/or John Does 1-10 heretofore described.

10. As a direct and proximate result of the acts of Defendants Jackson Township, Matthew D. Kunz, Millewski and/or John Does 6-10 as set forth herein, Plaintiff suffered physical injury, medical expenses, and mental anguish in connection with the deprivation of his constitutional rights guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States and protected by 42 U.S.C. Section 1983.

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WHEREFORE, Plaintiff Anthony Ball demands judgment against Defendants Jackson Township, Matthew D. Kunz, Millewski and/or John Does 6- 10, on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT SIX
SECTION 1983 DEMAND FOR PROSPECTIVE INJUNCTIVE RELIEF

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

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

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

- a. An order permanently restraining and enjoining Defendants Jackson Township, Matthew D. Kunz, Felder, Salisbury, Chesney, Millewski and John Does 1-10 from engaging in, encouraging, teaching, promoting or training Jackson Township Police Officers in falsely arresting, maliciously prosecuting, maliciously abusing process, and/or using excessive force against citizens and/or arrestees.
- b. An order compelling Defendant Jackson Township to take prompt, appropriate and corrective measures to prevent any practices that encourage, teach, engage in, promote or train its officers in falsely arresting, maliciously prosecuting, maliciously abusing process and/or using excessive force against citizens and/or arrestees.
- c. An order compelling Defendant Jackson Township to provide regular and consistent training sessions to Jackson Township Police Officers.
- d. An order compelling Defendant Jackson Township to implement a system whereby prompt, appropriate action is taken against any Jackson Township Police Officer who engages in, teaches and/or condones falsely arresting, maliciously prosecuting, maliciously abusing process and/or using excessive force against citizens and/or arrestees.
- e. An order permanently restraining and enjoining Defendants Felder, Salisbury, Chesney and/or John Does 1-5 from arresting citizens without adequate probable cause, physically abusing and using excessive force against citizens and/or arrestees.

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permanent physical and emotional injuries, medical expenses, and pain and suffering, and will continue to incur same in the future for some time to come.

WHEREFORE, Plaintiff Anthony Ball demands judgment against Defendants Jeremy Felder, Arthur Salisbury, Kevin Chesney and/or John Does 1-5, on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT EIGHT
ABUSE OF PROCESS

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. As set forth above, Defendants Felder, Salisbury, Chesney and/or John Does 1-5 maliciously used a "legal process" to accomplish some ulterior purpose for which it was not designed or intended, and/or which was not the legitimate purpose of the particular process employed.
3. Specifically, Defendants Felder, Salisbury, Chesney and/or John Doe Individuals 1-5, with knowledge that the criminal proceedings initiated against Plaintiff were groundless, thereafter made misrepresentations of facts relating to their encounter with Plaintiff and his subsequent arrest and detention; falsified police and/or other official records, and mishandled and/or withheld evidence during the investigation and prosecution of the Plaintiff in order to gain an advantage over Plaintiff's certain constitutional claims and/or to protect their interest in their employment and/or to protect themselves from criminal prosecution and civil liability.
4. Defendants' actions and/or omissions were in violation of the common law of the State of New Jersey.
5. Plaintiff invokes the supplemental jurisdiction of this court to hear and determine this

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any such further relief as the court deems proper and just.

COUNT TEN
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. The actions of Defendants Felder, Salisbury, Chesney and/or John Does 1-5 in their use of excessive force upon Plaintiff, their assault and battery of Plaintiff, their use of excessive force on Plaintiff and their abuse of process was intentional, extreme and outrageous.
3. As a result of said conduct, Plaintiff sustained severe emotional distress that no person should be expected to endure.
4. The acts of the Defendants were in violation of the common law of the State of New Jersey.
5. Plaintiff invokes the supplemental jurisdiction of this court to hear and determine this claim.

WHEREFORE, Plaintiff Anthony Ball demands judgment against Defendants Jeremy Felder, Arthur Salisbury, Kevin Chesney and/or John Does 1-5, on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT ELEVEN
NEGLIGENCE

- _____1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. Defendants Felder, Salisbury, Chesney and/or John Does 1-5 had a duty to the Plaintiff to not expose him to an unreasonably risk of injury.
3. Through the acts and omissions set forth at length above, Defendants Felder, Salisbury,

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Chesney and/or John Does 1-5 breached that duty.

4. The acts of the Defendants were in violation of the common law of the State of New Jersey.

5. Plaintiff invokes the supplemental jurisdiction of this court to hear and determine this claim.

6. As a direct and proximate result of their breach of duty to plaintiff, he was caused to suffer significant and permanent physical and emotional injury, medical expenses, and pain and suffering and will continue to incur same in the future for some time to come

WHEREFORE, Plaintiff Anthony Ball demands judgment against Defendants Jeremy Felder, Arthur Salisbury, Kevin Chesney and/or John Does 1-5, on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

DEMAND FOR TRIAL BY JURY

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

DESIGNATION OF TRIAL COUNSEL

Please be advised that Thomas J. Mallon, Esquire is hereby designated trial counsel in the above captioned matter.

Dated: August 13, 2010

/s/ Thomas J. Mallon, Esquire

THOMAS J. MALLON, ESQUIRE

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated 3/8/13 is given by ANTHONY BALL, referred to as "T", to JACKSON TOWNSHIP, MATTHEW D. KUNZ, RAYMOND MILLEWSKI, JEREMY FELDER, KEVIN CHESNEY AND ARTHUR SALISBURY 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 **JACKSON TOWNSHIP, MATTHEW D. KUNZ, RAYMOND MILLEWSKI, JEREMY FELDER, KEVIN CHESNEY AND ARTHUR SALISBURY**, and their agents and employees, for the events occurring on and about May 21, 2009 which is the subject of lawsuit in BALL v. JACKSON TOWNSHIP, ET AL., Civil Action No.10-4254 (MLC-DEA), 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 **JACKSON TOWNSHIP, MATTHEW D. KUNZ, RAYMOND MILLEWSKI, JEREMY FELDER, KEVIN CHESNEY AND ARTHUR SALISBURY** alleged in BALL v. JACKSON TOWNSHIP, ET AL., Civil Action No.10-4254 (MLC-DEA).

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 **JACKSON TOWNSHIP, MATTHEW D. KUNZ, RAYMOND MILLEWSKI, JEREMY FELDER, KEVIN CHESNEY AND ARTHUR SALISBURY**, 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 **ANTHONY BALL'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 **ANTHONY BALL's** heirs, executors, administrators, or personal representatives, for any sums expended in defending against said claims including, but not limited to, attorneys' fees and all costs of suit together with any sum paid by way of judgment, settlement, or otherwise on account of those claims.

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

In the event I have received or shall receive any monies from any person who hereafter seeks to recover the monies from you by way of a claim or action of any type, including but not limited to subrogation actions and claims and actions or claims for contribution and/or indemnification, I shall indemnify and hold you harmless from and against any judgment entered against you or any payment made by you in connection therewith, and also for any money spent in defending against such claims including, but not limited to, attorney's fees, costs of suit, judgment, or settlement by you.

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

3. **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 \$95,000 in full payment for making this Release, with said payment represented as follows: \$95,000 from the **TOWNSHIP OF JACKSON**. 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.

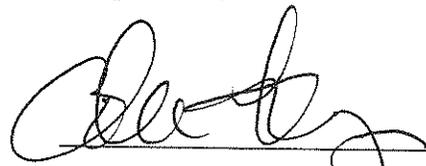
10. **ADDITIONAL DOCUMENTS.** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all action which may be necessary or appropriate to give full force and effect to the terms and intent of this Release.


ANTHONY BALL


Attorney for Plaintiff
RANDALL TRANGER

STATE OF NEW JERSEY
COUNTY OF

I certify that on MARCH 8, 2013, Anthony Ball, 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 Anthony Ball 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 Randall Tranger
Attorney at Law
PL to of MIT