

Dec. 8. 2010 11:48AM

No. 0427 P. 8/18

HOOGSTRA, SCHWARTZ & SCERBO, P.C.
26 Journal Square
Jersey City, New Jersey 07306
(201) 653-5300
FAX (201-653-0419
Attorney for the Plaintiff (s) Sandra Holmes- Stuckey and Hazel Stuckey, Jr.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
ESSEX VICINAGE
NOV 23 2010
FINANCE DIVISION
RECEIVED/FILED
17

SANDRA HOLMES- STUCKEY
and HAZEL STUCKEY, JR. her
husband.

Plaintiff (s)

vs.

TOWNSHIP OF IRVINGTON,,
THE IRVINGTON POLICE
DEPARTMENT, and TOWNSHIP
OF IRVINGTON, POLICE
OFFICER SAMSON
Defendant (s)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: ESSEX COUNTY
DOCKET NO.:

L-9908-10

CIVIL ACTION

COMPLAINT and JURY DEMAND

The Plaintiffs, *SANDRA HOLMES-STUCKEY and HAZEL STUCKEY, JR.*,
residing at 1154 Clinton Avenue, Irvington, New Jersey 07111, by way of Complaint
against the Defendants say

FIRST COUNT

1. On or about July 10, 2009, the Plaintiff, *SANDRA HOLMES-STUCKEY*, was a resident at 1154 Clinton Avenue, Irvington, New Jersey, and was lawfully within and upon her premises on said date.
2. At all times mentioned herein, defendant, *POLICE OFFICER, SAMSON*, was acting individually and/or as an agent, servant and employee of Township of Irvington, and the Irvington Police Department.

Dec. 8. 2010 11:49AM

No. 0427 P. 9/18

3. On or about July 10, 2009, the defendant, *POLICE OFFICER SAMSON*, of the Irvington Police Department, illegally entered Plaintiff's apartment without announcing himself and without a warrant and entered her bedroom while she was undressing and was in a state of nakedness.
4. The defendants negligently, carelessly, unreasonably and recklessly, and in disregard for the life, welfare and civil rights and the well being of the plaintiff, *SANDRA HOLMES-STUCKEY*, acted illegally in entering plaintiff's apartment and causing injuries to the Plaintiff.
5. The aforementioned acts of the defendant's violated the constitutional and civil rights of the Plaintiff, *SANDRA HOLMES-STUCKEY*, as guaranteed to her by the United States Constitution, 42 U.S.C. Section 1983 and 1986, *et seq*; and the New Jersey Constitution and its laws and statutes, including but not limited to N.J.S.A 10:6-1 et seq.
6. As a direct and proximate result of the defendant's action, the Plaintiff's civil rights were violated, she was caused to suffer severe and permanent injuries, was caused to suffer pain, and was and was prevented from engaging in usual course of conduct for a long period of time.

WHEREFORE, Plaintiff, *SANDRA HOLMES -STUCKEY*, hereby demands judgment against the Defendant, Police Officer *SAMSON* for damages and cost of suit.

SECOND COUNT

1. Plaintiff repeats, realleges and makes a part hereof each and every allegation contained in the First Count of the Complaint as if set forth herein at.

Dec. 8. 2010 11:49AM

No. 0427 P. 10/18

2. The defendants, *TOWNSHIP OF IRVINGTON* and the *IRVINGTON POLICE DEPARTMENT*, condoned, allowed, and permitted the policy executed by the defendant, Police Officer SAMSON, in illegally entering an apartment without warrant, notification and committing trespass, which resulted in the which resulted in a violation of the plaintiff's constitutional rights under the United States Constitution, 42 USC, Section 1983 and 1986, *et seq.*, the New Jersey Constitution and its law and statutes.
3. As a consequence of the said acts and the condoning of the same, Plaintiff suffered severe injuries.

WHEREFORE, Plaintiff, *SANDRA HOLMES-STUCKEY*, hereby demands judgment against all defendants for damages and cost of suit.

THIRD COUNT

1. Plaintiff repeats, realleges and makes a part hereof each and every allegation contained in the First and Second Counts of the Complaint as if set forth herein.
2. At all time mentioned herein, it was the custom, policy and practice of the defendants to utilize unlawful and improper searches and invasions of individual's premises which resulted in the violation of the plaintiff's Constitutional Rights under the United States' Constitution, 42 U.S.C. Section 1983 and 1986, *et seq.*, the New Jersey Constitution and its Laws and Statues including N.J.S.A.10:6-1 *et seq.*
3. As a consequence of the foregoing, the plaintiff sustained pain and suffering and accrued medical expenses for treatment thereof.

WHEREFORE, Plaintiff, *SANDRA HOLMES-STUCKEY*, hereby demands judgment against all defendants for damages and cost of suit.

Dec. 8. 2010 11:50AM

No. 0427 P. 11/18

FOURTH COUNT

1. Plaintiff repeats, realleges and makes a part hereof each and every allegation contained in the First, Second and Third Counts of the Complaint as if set forth herein at.
2. The defendants, *TOWNSHIP OF IRVINGTON AND IRVINGTON POLICE DEPARTMENT*, owed a duty to the plaintiff to adequately hire, train and supervised its police officers to ensure that police officers would not act in the manner that *POLICE OFFICER, SAMSON*, acted.
3. The said defendants failed to exercise reasonable care in the hiring training and supervision of Police Officer, *SAMSON*, which resulted in the aforesaid acts.
4. As a direct and proximate consequence of the above, and the defendants' violation of Plain plaintiff's constitutional and civil rights, plaintiff sustained injuries and damages.

WHEREFORE, Plaintiff, *SANDRA HOLMES -STUCKEY*, hereby demands judgment against the Defendants, for damages and cost of suit.

FIFTH COUNT

1. Plaintiff repeats, realleges and makes a part hereof each and every allegation contained in the First, Second, Third and Fourth Counts of the complaint as if set forth here at.
2. The defendants aforementioned failure to exercise reasonable care in their hiring, training and supervision of police officer Samson violated that plaintiff's

Dec. 8. 2010 11:50AM

No. 0427 P. 12/18

Constitutional Rights under the United States Constitution, 42 USC Section 1983 and 1986 et seq., the New Jersey Constitution, its Laws and Statutes.

- 3. As a direct and proximate result of the foregoing, the plaintiff suffered pain and accrued substantial expenses for medical treatments as well as other damages.

WHEREFORE, Plaintiff . *SANDRA HOLMES -STUCKEY*, hereby demands judgment against the Defendants, for damages and cost of suit.

SIXTH COUNT

- 1. Plaintiff repeats , realleges and makes a part here of each and every allegation contained in the First, Second, Third, Fourth, and Fifth Counts of the Complaint.
- 2. On or about July 10, 2009, the defendant Police Officer Samson of the Irvington Police Department negligently and carelessly exercised his powers and duties by illegally entering plaintiff's apartment without announcing himself and without a warrant, causing injuries to the plaintiff.
- 3. As a consequence of the defendant Police Officer Samson's negligence and carelessness, the plaintiff was injured.
- 4. The plaintiff placed the defendant Police Officer Samson and the Township of Irvington upon notice of such negligence claim by the filing of the appropriate Tort Claims Act notice.

WHEREFORE, Plaintiff . *SANDRA HOLMES -STUCKEY*, hereby demands judgment against the Defendants, for damages and cost of suit.

Dec. 8. 2010 11:50AM

No. 0427 P. 13/18

SEVENTH COUNT

1. Plaintiff repeats , realleges and makes a part here of each and every allegation contained in the First, Second, Third, Fourth, and Fifth and Sixth Counts of the Complaint as if set forth here at.
2. At the aforesaid time and place, the defendant Police Officer Samson was the agent, servant and employee of the defendant Township of Irvington and the Irvington Police Department who were responsible to control and supervise him.
3. As a consequence of the negligence of the defendants, the said employers of Police Officer Samson, the plaintiff was injured and damaged.

WHEREFORE, Plaintiff, *SANDRA HOLMES-STUCKEY*, hereby demands judgment against the Defendants, for damages and cost of suit.

EIGHTH COUNT

1. Plaintiffs repeat, realleges and makes a part here of each and every allegation contained in the First, Second, Third, Fourth, Fifth, Sixth and Seventh Counts of the Complaint as if set forth here at.
2. At the aforesaid time and place, the plaintiff, *HAZEL STUCKEY, JR.* was the husband of the plaintiff, *SANDRA HOLMES-STUCKEY*.
3. As a consequence of the defendants' negligence and carelessness as aforesaid and as a result of their actions and violations of the United States Constitution, 42 USC Section 1983 and 1986 et seq, the New Jersey Constitution, its Laws and Statues the plaintiff, *HAZEL STUCKEY, JR.* was the deprived of his wife's services and consortium.

Dec. 8. 2010 11:51AM

No. 0427 P. 14/18

WHEREFORE, Plaintiff, HAZEL STUCKEY, JR. hereby demands judgment against the Defendants, for damages and cost of suit.

HOOGSTRA, SCHWARTZ & SCERBO

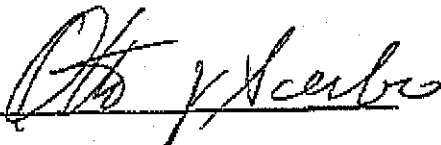
BY: 
OTTO J. SCERBO, ESQ.

Dated: November 19, 2010

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues contained in the Complaint herein.

HOOGSTRA, SCHWARTZ & SCERBO

BY: 
OTTO J. SCERBO, ESQ.

Dated: November 19, 2010

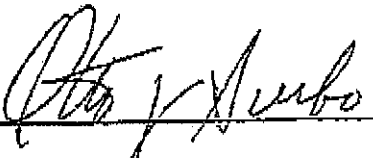
Dec. 8. 2010 11:51AM

No 0427 P. 15/18

DEMAND FOR INTERROGATORIES

DEMAND is hereby made that you produce Answers to Form C Interrogatories, as set forth in Appendix II to the New Jersey Rules of Court, with the time permitted for the same.

HOOGSTRA, SCHWARTZ & SCERBO

BY: 
OTTO J. SCERBO, ESQ.

Dated: November 19, 2010

DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

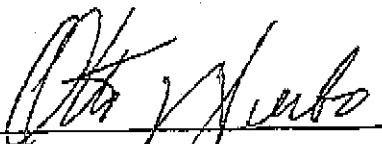
Pursuant to Rule 4:10-2 (b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreement or policies under which any person or firm carrying o an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment, If so, please attach a copy of each or, in the alternative, state, under oath and certification: (a) policy number; (b) name and address of insurer; (c) inception and

Dec. 8. 2010 11:51AM

No. 0427 P. 16/18

expiration date; (d) names and addresses of all persons insured there under; (e) personal injury limits; (f) property damage limits; and (g) medical payments limits.

HOOGSTRA, SCHWARTZ & SCERBO

BY: 

OTTO J. SCERBO, ESQ.

Dated: November 19, 2010

CERTIFICATION PURSUANT TO R: 4:5-1

I hereby certify that to my knowledge, the matter is in controversy is not the subject of any other action pending in any Court of a pending arbitration proceeding and that no other action or arbitration procedure is contemplated.

HOOGSTRA, SCHWARTZ & SCERBO

BY: 

OTTO J. SCERBO, ESQ.

Dated: November 19, 2010

SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS AGREEMENT OF SETTLEMENT AND GENERAL RELEASE ("**Agreement and General Release**"), made on this **30th** day of **August**, 2012, by and among **SANDRA HOLMES-STUCKEY & HAZEL STUCKEY** ("Plaintiffs" or "Releasers") and the Township of Irvington and Irvington Police Department, and Township of Irvington Police Officer Rashaan Samson ("Township" or "Releasees") (collectively hereinafter "**the Parties**"); and

WHEREAS, the Parties wish to resolve finally and completely all disputes, differences, controversies or claims asserted in the Complaint in this action entitled **SANDRA HOLMES-STUCKEY & HAZEL STUCKEY, Plaintiffs v. THE TOWNSHIP OF IRVINGTON, THE IRVINGTON POLICE DEPARTMENT, and TOWNSHIP OF IRVINGTON POLICE OFFICER SAMSON, Defendants**, Docket No.: 11-cv-0018-WJM -MF, originally filed in the Superior Court of New Jersey and removed to the United States District Court, District of New Jersey, Newark, New Jersey, and further as to any and all other claims that have been or could have been asserted by Plaintiff;

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable considerations:

1. **Terms.** Plaintiff shall receive, in full and final satisfaction of all claims, the sum **FIFTEEN THOUSAND (\$15,000.00)** dollars, within forty-five (45) days of the date of this Agreement. Said funds will be delivered to counsel for plaintiff and made payable to "Hoogstra, Schwartz & Scerbo, Attorney Trust Account, on behalf of Sandra Holmes-Stuckey and Hazel Stuckey."
2. **Release.**
 - a. In consideration of the payment referred to in paragraph 1(a), Plaintiffs for themselves and for their heirs, and assigns (hereinafter collectively referred to

as the "Releasers"), forever releases and discharges the Township of Irvington and Irvington Police Department ("Township") and any and all of the Township's employees, officials, and agents, (whether acting as agents for the Township or in their individual capacities), including but not limited to named defendants Irvington Police Officer Rashaan Samson, (collectively referred to as "Releasees"), from any and all claims, demands, causes of action, fees and liabilities of any kind whatsoever (based upon any legal or equitable theory, whether contractual, common-law, statutory, federal, state, local or otherwise), whether known or unknown, which Releasers ever had, now have or may have against Releasees by reason of any actual or alleged act, omission, transaction, practice, conduct, occurrence, or other matter up to and including the Release Effective Date.

b. Without limiting the generality of the foregoing, this Agreement and Release shall release and forever discharge the Releasees of and from any claim arising out of or in any way relating to the incident that is the subject of the aforementioned Complaint on or about July 10, 2009, including, but not limited to claims for civil rights violations, unauthorized search and seizure, unlawful entry, trespassing, discrimination, harassment and any alleged violation of the following; Sections 1981 through 1988 of title 42 of the United States Code; the Federal or State Constitution, the New Jersey Law Against Discrimination, the New Jersey Constitution or New Jersey Civil Rights Act, common law or any other federal, state or local law, regulation or

ordinance, as well as any public policy, express or implied contract, tort, or common law.

c. Plaintiffs covenant not to commence, maintain, prosecute or participate in any action, charge, complaint, arbitration or proceeding of any kind (on his own behalf and/or on behalf of any other person or entity and/or on behalf of or as a member of any alleged class of persons) in any court, or before any administrative or investigative body or agency (whether public, quasi-public or private) against Releasees with respect to any act, omission, transaction or occurrence up to and including the date of the execution of this Agreement. Plaintiffs further represent that, apart from this action, they have not commenced, maintained, prosecuted or participated in any action, charge, complaint, arbitration or proceeding of any kind (on their own behalf and/or on behalf of any other person and/or on behalf of or as a member of any alleged class of persons) that is presently pending in any court, or before any administrative or investigative body or agency (whether public, quasi-public, or private), against or involving the Township, its agents, officers or employees. Plaintiffs acknowledge that any such action, charge or complaint would be released pursuant to this Agreement.

3. Knowing and Voluntary Waiver. The parties acknowledge that in the execution of this Agreement they are affecting a knowing and voluntary waiver of any claims, liabilities or causes of action against the Plaintiff and Township or any of Township's employees, officials, representatives and agents.

4. Representations and Warranties. The Parties hereby represent and warrant as follows:
- a. Read Agreement and Exhibits. They have read this Agreement in its entirety.
 - b. Advice of Counsel. The Parties received, analyzed and discussed all aspects of this Agreement with counsel and both Parties represent that they have had sufficient time within which to discuss all aspects of this Agreement with independent counsel, and both Parties represent and warrant that they fully understand all of the terms and conditions of this Agreement and the legal and practical effect thereof.
 - c. Voluntary Act. They are executing this Agreement freely and voluntarily, without coercion of any kind, and with full knowledge and understanding of its contents.
 - d. No Reliance. In executing this Agreement they are not relying in any way on any statements, representations or promises made by each to the other or by any party agent, attorney or representative other than the representations and warranties contained herein.
 - e. No Admission of Liability. This Agreement is not to be construed as an admission of liability on the part of any of the parties.
 - f. No Assignment or Transfer. The parties represent that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or right, or any portion thereof or interest therein.

- g. Binding Effect. This Agreement is valid and binding upon and shall inure to the benefit of the Parties, their heirs, successors, executors, administrators and assigns.
5. Confidentiality. This Agreement is confidential to the limits as defined under the law. Accordingly, the terms shall not be disclosed to any third party, except as may be required by law or court order.
6. Modification. This Agreement may not be modified or amended unless done so by a written instrument duly signed by each of the parties or their respective successors or assigns.
7. Delivery of Documents. The Parties shall deliver to each other, upon the complete execution of this Agreement, duly executed copies of this Agreement, and a Stipulation of Dismissal, with prejudice, of all claims as to all parties, including but not limited to named defendant and Irvington Police Officers Little and Santiago.
8. Applicability to New Jersey Law. This Agreement has been executed in New Jersey and shall be interpreted and applied in accordance with New Jersey Law.
9. Action for Breach. In the event any claim is filed for or resulting from alleged breach of this Agreement, or any provision herein, the prevailing party shall be entitled to recover its costs, disbursements and attorneys' fees incurred therein.
10. Captions. The captions or headings of the sections and subsections of this Agreement are included for the purpose of convenience only and shall not effect the construction or interpretation of any of the terms of the Agreement of Settlement and General Release.

11. **Severability.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining provisions hereof, and any such invalidity or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
12. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements and understandings between them, whether or not in writing. Neither the Agreement nor the documents to be delivered by the parties pursuant to it may be modified, amended or revised, except in writing and signed by the party against whom any such modification, amendment or revision is sought to be enforced.
13. **Counterparts.** This Agreement may be executed in any number of counterparts and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Agreement shall become binding when one or more counterparts taken together shall have been executed and delivered by the parties. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the undersigned have caused this Settlement Agreement and General Release to be duly executed below.

SANDRA HOLMES-STUCKEY, PLAINTIFF
BY: *Sandra Holmes Stuckey*
SANDRA HOLMES-STUCKEY

TOWNSHIP OF IRVINGTON
BY: *[Signature]*
[Signature]

HAZEL STUCKEY, PLAINTIFF
BY: *Hazel Stuckey*
HAZEL STUCKEY

BE IT REMEMBERED that on this 15th day of AUGUST 2012, before me, the subscriber an Attorney at Law of the State of New Jersey, personally appeared SANDRA HOLMES-STUCKEY, who I am satisfied is the person named in and who executed the foregoing Agreement, and to whom I first made known the contents thereof, and thereupon she acknowledged that he/she signed, sealed, and delivered the same as her voluntary act and deed for the uses and purposes therein expressed.

[Signature]
Notary Public
Attorney at Law
State of N.J.

BE IT REMEMBERED that on this _____ day of _____ 2012, before me, the subscriber an Attorney at Law of the State of New Jersey, personally appeared HAZEL STUCKEY, who I am satisfied is the person named in and who executed the foregoing Agreement, and to whom I first made known the contents thereof, and thereupon she acknowledged that he/she signed, sealed, and delivered the same as her voluntary act and deed for the uses and purposes therein expressed.

Notary Public