

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

JAMIE SLIMM  
707 Apt. B Jarvis Road  
Erial, NJ 08081

Plaintiff,

v.

GLOUCESTER TOWNSHIP  
P.O. Box 8  
Blackwood, NJ, 08012  
and  
GLOUCESTER TOWNSHIP POLICE  
DEPARTMENT  
P.O. Box 8  
Blackwood, NJ, 08012

and  
SERGEANT MARK BENTON  
c/o Gloucester Township Police Department  
P.O. Box 8  
Blackwood, NJ, 08012  
(individually and in his official capacity as a  
member of the Gloucester Township Police  
Department)

and  
DWAYNE PIETZSCH  
c/o Gloucester Township Police Department  
P.O. Box 8  
Blackwood, NJ, 08012  
(individually and in his official capacity as a  
member of the Gloucester Township Police  
Department)

and  
PAUL BERTINI  
c/o Gloucester Township Police Department  
P.O. Box 8  
Blackwood, NJ, 08012  
(individually and in his official capacity as a  
member of the Gloucester Township Police  
Department)

Defendants.

CIVIL ACTION

NO. \_\_\_\_\_

**JURY TRIAL DEMANDED**

**CIVIL ACTION COMPLAINT**

AND NOW COMES the Plaintiff, JAMIE SLIMM, by and through her undersigned legal counsel of record, Ari R. Karpf, by way of Complaint against the above-named Defendants upon a cause or causes of action, does hereby aver and state as follows:

**JURISDICTION AND VENUE**

1. This action is instituted under the United States Constitution, particularly under the provisions of the Fourth, Fifth and Fourteenth Amendments, and under federal law, particularly the Civil Rights Act of 1871, hereinafter sometimes referred to as the "Act", as amended, 42 U.S.C. Sections 1983, 1985, 1986 and 1988.

2. This Court has jurisdiction in this matter pursuant to 28 U.S.C. §1331, §1343 (3), §1343 (4) and §1367, regarding the principles of pendent and supplemental jurisdiction over related state law claims.

3. Venue in the District of New Jersey is properly laid pursuant to 28 U.S.C. § 1391, in so far as the following alleged unlawful conduct complained of in this Complaint, which forms the factual and legal basis of the claims of the Plaintiffs, arose within the geographical limits of this District.

**PARTIES**

4. Plaintiff Jamie Slimm (hereinafter referred to as "Plaintiff") is an adult *sui juris* individual, with an address as set forth above in the caption.

5. Defendant Sergeant Mark Benton (hereinafter referred to as "Defendant Benton"), upon information and belief, is an adult *sui juris* individual who is currently serving in his capacity as a sworn officer in the Gloucester Township Police Department, and is entrusted with

the power to enforce laws of this Commonwealth, and Gloucester Township. Defendant Benton is entrusted to protect the Constitutional rights of those he encounters and at all times relevant hereto was acting within the scope of his duties and authority, under color or title of state or municipal public law or ordinance and supervised or controlled one or more of the other Defendants herein, or acted in concert with one or more of the other individual Defendants in the performance or conduct of their actions.

6. Defendant Dwayne Pietzsch (hereinafter referred to as "Defendant Pietzsch"), upon information and belief, is an adult *sui juris* individual who is currently serving in his capacity as a sworn officer in the Gloucester Township Police Department, and is entrusted with the power to enforce laws of this Commonwealth, and Gloucester Township. Defendant Pietzsch is entrusted to protect the Constitutional rights of those he encounters and at all times relevant hereto was acting within the scope of his duties and authority, under color or title of state or municipal public law or ordinance and supervised or controlled one or more of the other Defendants herein, or acted in concert with one or more of the other individual Defendants in the performance or conduct of their actions.

7. Defendant Paul Bertini (hereinafter referred to as "Defendant Bertini"), upon information and belief, is an adult *sui juris* individual who is currently serving in his capacity as a sworn officer in the Gloucester Township Police Department, and is entrusted with the power to enforce laws of this Commonwealth, and Gloucester Township. Defendant Doe III is entrusted to protect the Constitutional rights of those he encounters and at all times relevant hereto was acting within the scope of his duties and authority, under color or title of state or municipal public law or ordinance and supervised or controlled one or more of the other

Defendants herein, or acted in concert with one or more of the other individual Defendants in the performance or conduct of their actions.

8. Defendant Gloucester Township (hereinafter "Defendant Township") is organized under the laws of the Commonwealth of Pennsylvania with the capacity to sue and be sued. The Township is the legal and political entity responsible for the Gloucester Township Police Department, its officials and employees.

9. Defendant Gloucester Township Police Department (hereinafter referred to as the "Defendant Department") is a governmental entity within the Commonwealth of Pennsylvania empowered to enforce the laws within its jurisdiction for the purpose of protecting and preserving the persons and property within the geographical and legal jurisdiction of the township of Gloucester.

#### **FACTUAL BACKGROUND**

10. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

11. At all times relevant herein, Plaintiff and one Marc Pizzo resided an apartment leased by Plaintiff and were roommates.

12. On or about October 17, 2010, Plaintiff telephoned Defendant Department's non-emergency number to make some inquiries regarding Pizzo including but not limited to the status of a past citation.

13. On or about October 17, 2010, Plaintiff did not call 911 in regards to her inquiries about Pizzo, but telephoned Defendant Department's non-emergency telephone number.

14. Neither Plaintiff nor Pizzo ever called in an emergency or sought police assistance from Defendants.

15. On or about October 17, 2010, officers from Defendant Department including but not limited to Defendant Benton, Defendant Pietzsch and Defendant Bertini arrived at Plaintiff and Pizzo's residence.

16. Upon Defendants arrival at Plaintiff and Pizzo's residence, Plaintiff instructed Defendants that she had not telephoned 911 and that no one at the residence required police assistance.

17. Despite Plaintiff's instructions, Defendants repeatedly knocked on Plaintiff and Pizzo's front door, rang the door bell and shouted at the window(s).

18. Defendants did not have a search warrant, did not make any attempts to obtain a search warrant, and neither Plaintiff nor Pizzo indicated the need for any police assistance.

19. Defendants also did not have any arrest warrants and did not make any attempts to obtain any arrest warrants.

20. Plaintiff responded to Defendants and notified them that she was on the telephone with an attorney and would open the door for Defendants after they threatened to enter and break the door down irrespective of her expressed desire for Defendants to leave.

21. Despite Plaintiff's statements and prior to her having any opportunity to open the front door, Defendants forcefully entered Plaintiff and Pizzo's residence by breaking through the front door.

22. Defendants did not attempt to obtain or obtain any search warrants or arrest warrants prior to breaking and entering with force.

23. Once inside the residence, officers Defendants instructed Plaintiff to lie down and she complied.

24. Despite Plaintiff's compliance with the instruction to lie down, Defendants used unnecessary force against her, detained her for obstruction, and pressed false and unsustainable criminal charges against her.

25. Defendants detained Plaintiff without provocation and without probable cause.

26. Defendants unlawfully arrested Plaintiff without probable cause.

27. While Plaintiff was detained, assaulted by Defendants by being held down forcefully, Plaintiff also witnessed Defendants beating Pizzo unnecessarily while he was attempting to comply with the orders given by Defendants.

28. Despite being present at the scene, none of the individual Defendants did anything to prevent any other Defendants from repeatedly striking Pizzo and assaulting Plaintiff, and instead participated in the assault and battery by allowing it to happen while knowing the force was unconstitutional.

29. Defendants participated in and perpetrated the assault and battery of Plaintiff and Pizzo.

30. Plaintiff suffered and continues to suffer severe emotional distress as a result of Defendants' actions as set forth herein.

31. In follow-up police reports, Defendants falsified that Plaintiff and/or Slimm called 911 as if to fabricate or pretextually justify their unlawful and unconstitutional entry into the residence.

32. Plaintiff's arrest by Defendants was without provocation and/or basis, and based on false allegations.

33. Plaintiff was fully exonerated and all the charges, as they were dismissed against her.

**Count I**

**Violation of 42 U.S.C. Section 1983**

**(Plaintiff Jamie Slimm v. All Defendants)**

**[(1) Unlawful/False Arrest; [2] Malicious Prosecution; [3] Excessive Force; [4] Unlawful Search/Entry]**

34. The foregoing paragraphs are fully incorporated herein as though set forth at length.

35. The actions of all the Defendants, collectively and individually in planning, conducting, and carrying out the assault of Plaintiff Simms deprived said Plaintiff of her constitutional rights as guaranteed by the Fourth Amendment to the Constitution and the New Jersey Constitution and 42 U.S.C. Section 1983, in *inter alia*, the following manners:

- (a) in the unlawful search of the Plaintiff's residence;
- (b) in the unlawful entry of Plaintiff's residence without probable cause;
- (c) in the unlawful arrest and detention of Plaintiff;
- (d) in the unreasonable use of force or use of excessive force in the said detention of the Plaintiff at the hands of the Defendants;
- (e) in the unlawful assault and / or battery of the Plaintiff at the hands of the Defendants;
- (f) in the unlawful restraint of the Plaintiff by the Defendants;
- (g) in the intentional or negligent infliction of emotional distress upon the Plaintiff;
- (h) in the development, implementation, and carrying out of a policy, practice or procedure designed to allow the use of excessive force, unlawful searches and seizures, physical assaults on innocent citizens, and deprivation of Constitutional rights of citizens;

- (i) in the failure of the individual Defendants to preclude, prevent, or restrain the other individual Defendants from effecting such deprivation of constitutional rights.
- (j) in the development, implementation, and the carrying out of a policy which posed a threat to the law abiding citizens of Gloucester Township and those who visit Gloucester Township, by the negligent retention of personnel and the negligent assignment of certain personnel to high risk units that would result in the likelihood of serious injury to innocent citizens or visitors to Gloucester Township;
- (k) in developing, implementing, and carrying out a policy, practice, procedure or custom which made no reasonable efforts to comply with standards for investigatory stops and police encounters and the utilization of equipment and training that would have prevented the overreaction by the police to the events of that day;
- (l) in condoning and conducting and failing to restrain an unlawful and unjustified application of force in violation of the Constitutional rights of said Plaintiff;
- (m) in developing, implementing, and carrying out a policy, practice, procedure, or custom which amounted to cruel and unusual punishment and a deprivation of life and liberty actionable under 42 U.S.C. Section 1983;
- (n) in developing, implementing, and carrying out a policy, practice, procedure, or custom which made no reasonable or proper provision for



the application of force for the preservation of personal safety of persons such as Plaintiff Simms, when their personal safety was placed in jeopardy by the ultra-hazardous activities carried out by one or more of the Defendants;

- (o) in deliberately failing to train, or continue the training of, all the Defendants in the recognition of the proper use of force and proper techniques of conducting a lawful traffic stop;
- (p) in failing to properly train, supervise, monitor, and control the actions of all the Defendants, so that the proper prior policy, practice, procedure, or custom could be accomplished safely and without the use of excessive force or undue risk to persons situated similarly to said Plaintiff in that the Defendants failed to follow training procedures and policy that would have prevented the assault conducted by them on said Plaintiff and others, allowing the Defendants to overreact and injure said Plaintiff; and
- (q) in failing to oversee, monitor, control, curtail, or restrain the actions of the individual Defendants in carrying out such operations when all of the Defendants knew, or should have known, from prior operations of this kind, and/or from prior acts of misconduct by the individual Defendants, that, if not conducted in compliance with prior training and with the utilization of proper equipment by the individual Defendants, that the likelihood of property damage, physical and psychological injury, and the deprivation of the Constitutional rights of innocent citizens would be substantial.

36. As a direct and proximate result of the aforesaid actions and omissions of all of the Defendants in developing, implementing, and carrying out the aforesaid policy or policies or procedures, the Plaintiff has suffered injuries, losses, and/or damage entitlements including, but not limited by specification to, the following:

- a. loss of the use, benefit and enjoyment of life;
- b. physical and mental pain and suffering and anguish, and embarrassment and humiliation;
- c. physical injuries, all causing severe pain; loss of valuable and inalienable rights to be free from unlawful search, free from illegal restraint and loss of freedom of association, as well as personal and familial privacy;
- d. a potential loss of income and future medical expenses;
- e. punitive damages, which are justified factually and legally due to the outlandish and outrageous conduct, actions, and/or omissions of one or more of the Defendants in their individual capacity as aforesaid; and
- f. Attorney fees pursuant to 42 U.S.C. § 1988.

WHEREFORE, the Plaintiff, Jamie Slimm, respectfully requests that this Honorable Court award a Judgment in his favor and against all named Defendants, jointly and severally, molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal and state law.

**Count II**  
**Violations of 42 U.S.C. §§ 1983 and 1986**  
**Plaintiff Jamie Slimm v. All Individual Defendants**

37. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

38. Defendant Officers, both in their individual and official capacities, had knowledge of the discrimination/violation of constitutional rights perpetrated on Plaintiff, but neglected and/or failed to prevent said wrongful and illegal acts when they had the power and statutory obligation to do so.

39. Defendants' neglect, aid and refusal to prevent and/or rectify infringement of the constitutional rights of Plaintiff constitutes a violation of the Civil Rights Act, Section 1986.

40. As a proximate and direct result of the above mentioned acts, Plaintiff has been damaged and has suffered injuries and was forced to endure physical pain, suffering and emotional distress, as well as mental anguish stemming from the deprivation of her rights.

WHEREFORE, the Plaintiff, Jamie Slimm, respectfully requests that this Honorable Court award a Judgment in her favor and against all named Defendants, jointly and severally, molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal and state law.

**Count III**  
**Violations of 42 U.S.C. §§ 1983 and 1985**  
**Plaintiff Jamie Slimm v. All Individual Defendants**

41. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

42. At all times relevant herein, Defendants did conspire to deprive Plaintiff of her constitutionally and statutorily guaranteed rights pursuant to Constitution to the United States.

43. At all times relevant herein, Defendants further conspired to conceal the deprivations of liberties set forth above.

44. These conspiracies constituted and continue to constitute ongoing violations of 42 U.S.C. Section 1985.

45. As a direct and proximate cause of Defendants' unlawful conspiracy to deprive Plaintiff of her aforesaid rights, Plaintiff has and continues to suffer the damages set forth herein.

WHEREFORE, the Plaintiff, Jamie Slimm, respectfully requests that this Honorable Court award a Judgment in her favor and against all named Defendants, jointly and severally, molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal and state law,

**Count IV**  
**False Imprisonment**  
**(Plaintiff Jamie Slimm v. All Individual Defendants)**

46. The foregoing paragraphs are fully incorporated herein as though set forth at length.

47. Defendant Officers intended and actually confined Plaintiff without probable cause.

48. Plaintiff was conscious of the confinement.

49. As a direct and proximate cause of Defendants' unlawful and/or tortious conduct, Plaintiff has and continues to suffer the damages set forth herein.

WHEREFORE, the Plaintiff, Jamie Slimm, respectfully requests that this Honorable Court award a Judgment in her favor and against all named Defendants, jointly and severally, molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal and state law.

**Count V**  
**Assault and Battery**  
**(Plaintiff Jamie Slimm v. All Individual Defendants)**

50. The foregoing paragraphs are fully incorporated herein as though set forth at length.

51. As a direct and proximate cause of Defendants' unlawful and/or tortious conduct, Plaintiff has and continues to suffer the damages set forth herein.

WHEREFORE, the Plaintiff, Jamie Slimm, respectfully requests that this Honorable Court award a Judgment in her favor and against all named Defendants, jointly and severally, molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal and state law.

**Count VI**  
**Malicious Prosecution**  
**(Plaintiff Jamie Slimm v. All Individual Defendants)**

52. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

53. Defendant Officers instituted a criminal proceeding against Plaintiff.

54. Defendant Officers had no probable cause to initiate said hearing and in fact were fully aware that Plaintiff had committed no criminal activity.

55. The criminal proceedings were terminated in favor of Plaintiff at trial and the charges against Plaintiff were fully dismissed.

56. WHEREFORE, the Plaintiff, Jamie Slimm, respectfully requests that this Honorable Court award a Judgment in her favor and against all named Defendants, jointly and severally, molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal and state law.

**Count VII**  
**Intentional Infliction of Emotional Distress**  
**(Plaintiff Jamie Slimm v. All Individual Defendants)**

57. The foregoing paragraphs are fully incorporated herein as though set forth at length.

58. The aforesaid extreme and outrageous conduct, acts, and/or omissions of the Defendants in the scope of their employment, or acting independently, were calculated, designed, and intended by the Defendants to intentionally inflict deliberate emotional distress, psychological trauma, and psychic pain and suffering upon said Plaintiff and to instill in her mind an immediate and permanent sense of fear and trepidation, and said conduct, acts, or omissions surpass all bounds of decency universally recognized in a civilized society.

59. As a direct and proximate result and consequence of the aforesaid conduct, acts, and/or omissions of the Defendants, which constitute extremely outrageous conduct, said Plaintiff has suffered, is suffering, or will continue to suffer for an indefinite time into the future the following:

- (a) emotional and psychological distress and trauma;
- (b) mental anguish;
- (c) psychic pain and suffering;
- (d) severe fright, horror, and grief;
- (e) shame, humiliation, and embarrassment;
- (f) severe anger, chagrin, disappointment, and worry, and;
- (g) justified punitive damages, both factually and legally, because of the outlandish and outrageous conduct, actions, and/or omissions of one or more of the Defendants.

WHEREFORE, the Plaintiff, Jamie Slimm, respectfully requests that this Honorable Court award a Judgment in her favor and against all named Defendants, jointly and severally, molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal and state law.

**Count VIII**

**Negligent Infliction of Emotional Distress**  
**(Plaintiff Jamie Slimm v. All Individual Defendants)**

60. The foregoing paragraphs are fully incorporated herein as though set forth at length.

61. The aforesaid negligent conduct, acts, and/or omissions of the Defendants in the scope of their employment, or acting independently, were calculated, designed, and intended by the Defendants to intentionally inflict deliberate emotional distress, psychological trauma, and psychic pain and suffering upon said Plaintiff and to instill in her mind an immediate and permanent sense of fear and trepidation, and said conduct, acts, or omissions surpass all bounds of decency universally recognized in a civilized society.

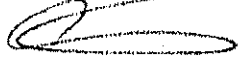
62. As a direct and proximate result and consequence of the aforesaid conduct, acts, and/or omissions of the Defendants, which constitute extremely outrageous conduct, said Plaintiff has suffered, is suffering, or will continue to suffer for an indefinite time into the future the following:

- (a) emotional and psychological distress and trauma;
- (b) mental anguish;
- (c) psychic pain and suffering;
- (d) severe fright, horror, and grief;
- (e) shame, humiliation, and embarrassment;
- (f) severe anger, chagrin, disappointment, and worry, and;
- (g) justified punitive damages, both factually and legally, because of the outlandish and outrageous conduct, actions, and/or omissions of one or more of the Defendants.

WHEREFORE, the Plaintiff, Jamie Slimm, respectfully requests that this Honorable Court award a Judgment in her favor and against all named Defendants, jointly and severally, molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal and state law.

Respectfully submitted,

**KARPF & KARPF**



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Ari R. Karpf, Esquire  
3070 Bristol Pike  
Building 2, Suite 231  
Bensalem, PA 19020  
(215) 639-0801

Dated: November 14, 2011



**RELEASE AND SETTLEMENT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

**THIS RELEASE AND SETTLEMENT AGREEMENT** ("Release") is made and entered into by and between **Jamie Slimm** ("Plaintiff") and Gloucester Township, Gloucester Township Police Department, Sergeant Mark Benton, Dwayne Pietzsch and Paul Bertini ("Defendants") identified as Defendants in the lawsuit described below.

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**WHEREAS**, the Plaintiff, Jamie Slimm has presented claims against Defendants, arising out of the incident which occurred on October 17, 2010 as is more fully described in the Complaint filed by Plaintiff in the United States District Court for New Jersey, at docket numbers: 11-6673, *Jamie Slimm v. Gloucester Township, et al.* ("the Lawsuit"), and

**WHEREAS**, the Plaintiff and the Defendants desire to settle the matters raised in the Lawsuit, together with any and all other matters pertaining to the parties named herein, other parties named in the lawsuit and the above noted incident, that might have been raised, that could be raised, that could have been raised, or that might be raised in the future, and

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**WHEREAS**, the parties to the Lawsuit wish to make a full, complete, and final settlement of all those matters, and

**NOW THEREFORE**, with the foregoing background being incorporated herein by reference, and made part hereof, Plaintiff, and her attorney, for and in consideration of the total sum and sole consideration of the following sums: **Karpf, Karpf & Cerutti, P.C., \$47,765.38, Jamie Slimm: \$10,000.00** which shall be payable to Plaintiff and her attorneys Karpf, Karpf and Cerutti, P.C. for personal injuries, receipt of which is hereby acknowledged, does hereby remise, release, and forever discharge, and by these presents, does for himself, her successors, administrators, assigns, heirs and executors, remise, release, and forever discharge the Defendants and their respective past, present, and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors, officials and successors in interest and assigns, and any and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated, together with any and all other persons, firms or corporations, of and from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, and whether for compensatory or punitive damages, which Plaintiff now has or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are the subject of

**PLEASE READ AND INITIAL** - Page 1 of my 3 Page Release J.S. (Initials)

the Lawsuit (and all related pleadings) including, without limitation, any and all known or unknown claims for bodily and personal injuries to Plaintiff, and the consequences thereof, which have resulted or may result from the alleged negligent or intentional acts or omissions of the Defendants. This Release, on the part of the Plaintiff, shall be a fully binding and complete settlement between the Plaintiff, the Defendants and all parties represented by or claiming through the Plaintiff save only the executory provisions of this Release and Settlement Agreement.

This Release and Settlement Agreement includes any and all claims for attorney's fees and costs in this matter.

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The Plaintiff hereby acknowledges and agrees that the Release set forth hereinabove is a General Release. The Plaintiff further agree that she has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact, and she fully assumes the risk that the facts or the law may be otherwise than Plaintiff believes.

The Plaintiff represents and warrant that no other person or entity other than her legal counsel, has or has had any interest in the claims, demands, obligations, or causes of action referred to in this Release and Settlement Agreement; that she has the sole and exclusive right to receive the sums specified in it; and, that she has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release and Settlement Agreement.

The Plaintiff agrees and acknowledges that she accepts payment of the sums specified in this Release and Settlement Agreement as a full and complete compromise of matters involving disputed issues. It is further acknowledged that payment of the sums by the Defendants and the negotiations for this settlement (including all statements, admissions or communications) by the Defendants, or their attorneys or representatives are made solely for purposes of avoiding the excessive cost of litigation of this matter only and that the Defendants do not in any way admit any liability to the Plaintiff by entering into this Agreement to settle this matter. In fact, the Defendants expressly deny any and all liability whatsoever in this matter.

It is acknowledged by the Plaintiff that, in consideration for the above named sum, the terms of this settlement and the amount of the settlement shall not be published by him or divulged directly or indirectly to the media including any newspaper, radio or television organization and no press release shall be issued by Plaintiff, Defendants, her counsel, her representatives, her family members or anyone acting by or on behalf of him. Failure to abide by this provision shall be considered a material breach of this agreement.

Plaintiff agrees to indemnify and hold harmless the Defendants from, and to satisfy in full, any and all claims or liens presently existing or that might exist in the future against the Plaintiff on the settlement fund herein by any person, entity, or corporation, including but not limited to any liens presented on behalf of any medical provider or governmental entity.

PLEASE READ AND INITIAL - Page 2 of my 3 Page Release J.D. (Initials)

This Release and Settlement Agreement contains the entire agreement between the Plaintiff and the Defendants with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the Plaintiff and the Defendant.

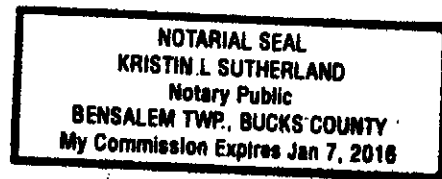
In entering into this Release and Settlement Agreement, the Plaintiff represents that she has relied upon the legal advice of her attorney, who is the attorney of her own choice, and that the terms of this Release and Settlement Agreement have been completely read and explained to Plaintiff by her attorney, and that those terms are fully understood and voluntarily accepted by her.

The parties hereto enter into this Release and Settlement Agreement in the State of Pennsylvania, and said document shall be construed and interpreted in accordance with its laws.

Plaintiff, intending to be legally bound by the terms of this Release and Settlement Agreement hereunto, sets her hand and seal this day of 7-12-13, 2013.

**CAUTION: READ BEFORE SIGNING.  
THIS IS A RELEASE.**

Jamie V. Slimm  
Jamie Slimm



Sworn to and subscribed  
before me this 12 day  
of July, 2013.  
[Signature]  
Notary Public

PLEASE READ AND INITIAL - Page 3 of my 3 Page Release J.S. (Initials)

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

MARC PIZZO  
707B Jarvis Road  
Erial, NJ 08081

Plaintiff,

v.

GLOUCESTER TOWNSHIP  
P.O. Box 8  
Blackwood, NJ, 08012

and

GLOUCESTER TOWNSHIP POLICE  
DEPARTMENT  
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member of the Gloucester Township Police  
Department)

and

CIVIL ACTION

NO. 11-0207

JURY TRIAL DEMANDED

PAUL BERTINI :  
 c/o Gloucester Township Police Department :  
 P.O. Box 8 :  
 Blackwood, NJ, 08012 :  
 (individually and in his official capacity as a :  
 member of the Gloucester Township Police :  
 Department) :

Defendants. :

**CIVIL ACTION COMPLAINT**

AND NOW COMES the Plaintiff, MARC PIZZO, by and through his undersigned legal counsel of record, Ari R. Karpf, by way of Complaint against the above-named Defendants upon a cause or causes of action, does hereby aver and state as follows:

**JURISDICTION AND VENUE**

1. This action is instituted under the United States Constitution, particularly under the provisions of the Fourth, Fifth and Fourteenth Amendments, and under federal law, particularly the Civil Rights Act of 1871, hereinafter sometimes referred to as the "Act", as amended, 42 U.S.C. Sections 1983, 1985, 1986 and 1988.

2. This Court has jurisdiction in this matter pursuant to 28 U.S.C. §1331, §1343 (3), §1343 (4) and §1367, regarding the principles of pendent and supplemental jurisdiction over related state law claims.

3. Venue in the District of New Jersey is properly laid pursuant to 28 U.S.C. § 1391, in so far as the following alleged unlawful conduct complained of in this Complaint, ~~which forms the factual and legal basis of the claims of the Plaintiffs, arose within the~~ geographical limits of this District.

PARTIES

4. Plaintiff Marc Pizzo (hereinafter referred to as "Plaintiff") is an adult *sui juris* individual, with an address as set forth above in the caption.

5. Defendant Sergeant Mark Benton (hereinafter referred to as "Defendant Benton"), upon information and belief, is an adult *sui juris* individual who is currently serving in his capacity as a sworn officer in the Gloucester Township Police Department, and is entrusted with the power to enforce laws of this Commonwealth, and Gloucester Township. Defendant Benton is entrusted to protect the Constitutional rights of those he encounters and at all times relevant hereto was acting within the scope of his duties and authority, under color or title of state or municipal public law or ordinance and supervised or controlled one or more of the other Defendants herein, or acted in concert with one or more of the other individual Defendants in the performance or conduct of their actions.

6. Defendant Dwayne Pietzsch (hereinafter referred to as "Defendant Pietzsch"), upon information and belief, is an adult *sui juris* individual who is currently serving in his capacity as a sworn officer in the Gloucester Township Police Department, and is entrusted with the power to enforce laws of this Commonwealth, and Gloucester Township. Defendant Pietzsch is entrusted to protect the Constitutional rights of those he encounters and at all times relevant hereto was acting within the scope of his duties and authority, under color or title of state or municipal public law or ordinance and supervised or controlled one or more of the other Defendants herein, or acted in concert with one or more of the other individual Defendants in the performance or conduct of their actions.

7. Defendant Paul Bertini (hereinafter referred to as "Defendant Bertini"), upon information and belief, is an adult *sui juris* individual who is currently serving in his capacity as

a sworn officer in the Gloucester Township Police Department, and is entrusted with the power to enforce laws of this Commonwealth, and Gloucester Township. Defendant Doe III is entrusted to protect the Constitutional rights of those he encounters and at all times relevant hereto was acting within the scope of his duties and authority, under color or title of state or municipal public law or ordinance and supervised or controlled one or more of the other Defendants herein, or acted in concert with one or more of the other individual Defendants in the performance or conduct of their actions.

8. Defendant Gloucester Township (hereinafter "Defendant Township") is organized under the laws of the Commonwealth of Pennsylvania with the capacity to sue and be sued. The Township is the legal and political entity responsible for the Gloucester Township Police Department, its officials and employees.

9. Defendant Gloucester Township Police Department (hereinafter referred to as the "Defendant Department") is a governmental entity within the Commonwealth of Pennsylvania empowered to enforce the laws within its jurisdiction for the purpose of protecting and preserving the persons and property within the geographical and legal jurisdiction of the township of Gloucester.

#### FACTUAL BACKGROUND

10. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

11. At all times relevant herein, Plaintiff and one Jamie Slimm resided an apartment leased by Slimm and were roommates.

12. On or about October 17, 2010, Slimm telephoned Defendant Department's non-emergency number to make some inquiries regarding Plaintiff including but not limited to the status of a past citation.

13. On or about October 17, 2010, Slimm did not call 911 in regards to her inquiries about Plaintiff, but telephoned Defendant Department's non-emergency telephone number.

14. Neither Plaintiff nor Slimm ever called in an emergency or sought police assistance from Defendants.

15. On or about October 17, 2010, officers from Defendant Department including but not limited to Defendant Benton, Defendant Pietzsch and Defendant Bertini arrived at Plaintiff and Slimm's residence.

16. Upon Defendants arrival at Plaintiff and Slimm's residence, Slimm instructed Defendants that she had not telephoned 911 and that no one at the residence required police assistance.

17. Despite Slimm's instructions, Defendants repeatedly knocked on Plaintiff and Slimm's front door, rang the door bell and shouted in the direction of the window(s).

18. Defendants did not have a search warrant, did not make any attempts to obtain a search warrant, and neither Slimm nor Plaintiff indicated the need for any police assistance.

19. Defendants also did not have any arrest warrants and did not make any attempts to obtain any arrest warrants.

20. Slimm responded to Defendants and notified them that she was on the telephone with an attorney and would open the door for Defendants after they threatened to enter and break the door down irrespective of her expressed desire for Defendants to leave.



21. Despite Slimm's statements and prior to her having any opportunity to open the front door, Defendants forcefully entered Plaintiff and Slimm's residence by breaking through the front door.

22. Once inside the residence, Defendants instructed Slimm to lie down and she complied.

23. Despite Slimm's compliance with the instruction to lie down, Defendants use unnecessary force against her and, detained her for obstruction, and pressed false and unsustainable criminal charges against her.

24. Without adequate provocation, Defendants grabbed and physically assaulted Plaintiff.

25. Despite that Plaintiff was already flat on the ground, Defendants forced/pushed against the floor.

26. While Plaintiff was on the ground, Defendant Pietzsch and Defendant Benton repeatedly and aggressively struck Plaintiff with their legs and arms.

27. The aforementioned strikes from Defendants against Plaintiff included but were not limited to strikes with a closed fist.

28. While being repeatedly struck by Defendants, Plaintiff repeatedly asked them to stop, but they continued.

29. Defendants taunted Plaintiff while they continued to strike him.

30. As a result of the repeated strikes from Defendants, Plaintiff attempted to defend himself by crawling under a nearby table to lessen the blows to his face and body.

31. After repeatedly striking Plaintiff, Defendants handcuffed Plaintiff and dragged him out of the residence while he could barely walk and was going in and out of consciousness.

32. Despite being present at the scene, none of the individual Defendants did anything to prevent any other Defendants from repeatedly striking Plaintiff, and instead participated in the assault and battery by allowing it to happen while knowing the force was unconstitutional.

33. Plaintiff was transported to Defendants' Police headquarters and required medical attention as a result of the injuries he sustained from Defendants.

34. Plaintiff was transported to the hospital to treat the injuries he sustained from the repeated strikes that Defendants inflicted upon him.

35. Plaintiff suffered substantial injuries including but not limited to facial injuries, back injuries, neck injuries and rib injuries.

36. As a result of the assault and battery by Defendants, Plaintiff now suffers migraines, continuous physical pain and severe anxiety.

37. In follow-up police reports, Defendants falsified that Plaintiff and/or Slimm called 911 as if to fabricate or pretextually justify their unlawful and unconstitutional entry into the residence.

38. Plaintiff was clearly a victim of excessive force by Defendants.

**Count I**

**Violation of 42 U.S.C. Section 1983**

**(Plaintiff Marc Pizzo v. All Defendants)**

**[(1) Unlawful Search/Entry of Plaintiff's Residence & (2) Excessive Force]**

39. The foregoing paragraphs are fully incorporated herein as though set forth at length.

40. The actions of all the Defendants, collectively and individually in planning, conducting, and carrying out the assault of Plaintiff Pizzo, and the uncontrolled, unwarned, and illegal beating deprived said Plaintiff of his constitutional rights as guaranteed by the Fourth

and Eighth Amendments to the U.S. Constitution and the New Jersey Constitution and 42 U.S.C. Section 1983, in *inter alia*, the following manners:

- (a) in the unlawful search of the Plaintiff's residence;
- (b) in the unlawful entry of Plaintiff's residence without probable cause and absent exigent circumstances;
- (c) in the unreasonable use of force or use of excessive force in the said beating of the Plaintiff at the hands of the Defendants;
- (d) in the unlawful assault and / or battery of the Plaintiff at the hands of the Defendants;
- (e) in the unlawful restraint of the Plaintiff by the Defendants;
- (f) in the intentional or negligent infliction of emotional distress upon the Plaintiff;
- (g) in the development, implementation, and carrying out of a policy, practice or procedure designed to allow the use of excessive force, unlawful searches and seizures, physical assaults on innocent citizens, and deprivation of Constitutional rights of citizens;
- (h) in the failure of the individual Defendants to preclude, prevent, or restrain the other individual Defendants from effecting such deprivation of constitutional rights.
- (i) in the development, implementation, and the carrying out of a policy which posed a threat to the law abiding citizens of Gloucester Township and those who visit Gloucester Township, by the negligent retention of personnel and the negligent assignment of certain personnel to high risk

units that would result in the likelihood of serious injury to innocent citizens or visitors to Gloucester Township;

- (j) in developing, implementing, and carrying out a policy, practice, procedure or custom which made no reasonable efforts to comply with standards for entry into residences and use of force and training that would have prevented the overreaction by the police to the events of that day;
  - (k) in condoning and conducting and failing to restrain an unlawful and unjustified application of force in violation of the Constitutional rights of said Plaintiff and for failing to have reasonable measures in place to adequately oversee police conduct within the County;
  - (l) in developing, implementing, and carrying out a policy, practice, procedure, or custom which amounted to cruel and unusual punishment and a deprivation of life and liberty actionable under 42 U.S.C. Section 1983;
  - (m) in developing, implementing, and carrying out a policy, practice, procedure, or custom which made no reasonable or proper provision for the application of force for the preservation of personal safety of persons such as Plaintiff Pizzo, when their personal safety was placed in jeopardy by the ultra-hazardous activities carried out by one or more of the Defendants;
- 
- (n) in deliberately failing to train, or continue the training of, all the Defendants in the recognition of the proper use of force and proper techniques of conducting a lawful traffic stop;

- (o) in failing to properly train, supervise, monitor, and control the actions of all the Defendants, so that the proper prior policy, practice, procedure, or custom could be accomplished safely and without the use of excessive force or undue risk to persons situated similarly to said Plaintiff in that the Defendants failed to follow training procedures and policy that would have prevented the assault conducted by them on said Plaintiff and others, allowing the Defendants to overreact and injure said Plaintiff; and
- (p) in failing to oversee, monitor, control, curtail, or restrain the actions of the individual Defendants in carrying out such operations when all of the Defendants knew, or should have known, from prior operations of this kind, and/or from prior acts of misconduct by the individual Defendants, that, if not conducted in compliance with prior training and with the utilization of proper equipment by the individual Defendants, that the likelihood of property damage, physical and psychological injury, and the deprivation of the Constitutional rights of innocent citizens would be substantial.

41. As a direct and proximate result of the aforesaid actions and omissions of all of the Defendants in developing, implementing, and carrying out the aforesaid policy or policies or procedures, the Plaintiff has suffered injuries, losses, and/or damage entitlements including, but not limited by specification to, the following:

- 
- a. loss of the use, benefit and enjoyment of life;
  - b. physical and mental pain and suffering and anguish, and embarrassment and humiliation;

- c. physical injuries, all causing severe pain; loss of valuable and inalienable rights to be free from unlawful search, free from illegal restraint and loss of freedom of association, as well as personal and familial privacy;
- d. a potential loss of income and future medical expenses;
- e. punitive damages, which are justified factually and legally due to the outlandish and outrageous conduct, actions, and/or omissions of one or more of the Defendants in their individual capacity as aforesaid; and
- f. Attorney fees pursuant to 42 U.S.C. § 1988.

WHEREFORE, the Plaintiff, Marc Pizzo, respectfully requests that this Honorable Court award a Judgment in his favor and against all named Defendants, jointly and severally, molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal and state law.

**Count II**  
**Violations of 42 U.S.C. §§ 1983 and 1986**  
**Plaintiff Marc Pizzo v. All Individual Defendants**

42. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

43. Defendant Officers, both in their individual and official capacities, had knowledge of the discrimination/violation of constitutional rights perpetrated on Plaintiff, but neglected and/or failed to prevent said wrongful and illegal acts when they had the power and statutory obligation to do so.

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44. Defendants' neglect, aid and refusal to prevent and/or rectify infringement of the constitutional rights of Plaintiff constitutes a violation of the Civil Rights Act, Section 1986.

45. As a proximate and direct result of the above mentioned acts, Plaintiff has been damaged and has suffered injuries and was forced to endure physical pain, suffering and emotional distress, as well as mental anguish stemming from the deprivation of her rights.

WHEREFORE, the Plaintiff, Marc Pizzo, respectfully requests that this Honorable Court award a Judgment in his favor and against all named Defendants, jointly and severally, molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal and state law.

**Count III**  
**Violations of 42 U.S.C. §§ 1983 and 1985**  
**Plaintiff Marc Pizzo v. All Individual Defendants**

46. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

47. At all times relevant herein, Defendants did conspire to deprive Plaintiff of his constitutionally and statutorily guaranteed rights pursuant to Constitution to the United States.

48. At all times relevant herein, Defendants further conspired to conceal the deprivations of liberties set forth above.

49. These conspiracies constituted and continue to constitute ongoing violations of 42 U.S.C. Section 1985.

50. As a direct and proximate cause of Defendants' unlawful conspiracy to deprive Plaintiff of his aforesaid rights, Plaintiff has and continues to suffer the damages set forth herein.

WHEREFORE, the Plaintiff, Marc Pizzo, respectfully requests that this Honorable Court award a Judgment in his favor and against all named Defendants, jointly and severally, molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal and state law.

**Count IV**  
**Assault and Battery**  
**(Plaintiff Marc Pizzo v. All Individual Defendants)**

51. The foregoing paragraphs are fully incorporated herein as though set forth at length.

52. Plaintiff was assaulted by the Individual Defendants who conspired to assault and conceal the excessive force against Plaintiff.

53. As a direct and proximate cause of Defendants' unlawful and/or tortious conduct, Plaintiff has and continues to suffer the damages set forth herein.

WHEREFORE, the Plaintiff, Marc Pizzo, respectfully requests that this Honorable Court award a Judgment in his favor and against all named Defendants, jointly and severally, molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal and state law.

**Count V**  
**Intentional Infliction of Emotional Distress**  
**(Plaintiff Marc Pizzo v. All Individual Defendants)**

54. The foregoing paragraphs are fully incorporated herein as though set forth at length.

55. The aforesaid extreme and outrageous conduct, acts, and/or omissions of the Defendants in the scope of their employment, or acting independently, were calculated, designed, and intended by the Defendants to intentionally inflict deliberate emotional distress, psychological trauma, and psychic pain and suffering upon said Plaintiff and to instill in his mind an immediate and permanent sense of fear and trepidation, and said conduct, acts, or omissions surpass all bounds of decency universally recognized in a civilized society.



56. As a direct and proximate result and consequence of the aforesaid conduct, acts, and/or omissions of the Defendants, which constitute extremely outrageous conduct, said Plaintiff has suffered, is suffering, or will continue to suffer for an indefinite time into the future the following:

- (a) emotional and psychological distress and trauma;
- (b) mental anguish;
- (c) psychic pain and suffering;
- (d) severe fright, horror, and grief;
- (e) shame, humiliation, and embarrassment;
- (f) severe anger, chagrin, disappointment, and worry, and;

(g) justified punitive damages, both factually and legally, because of the outlandish and outrageous conduct, actions, and/or omissions of one or more of the Defendants.

WHEREFORE, the Plaintiff, Marc Pizzo, respectfully requests that this Honorable Court award a Judgment in his favor and against all named Defendants, jointly and severally, molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal and state law.

#### Count VI

#### Negligent Infliction of Emotional Distress (Plaintiff Marc Pizzo v. All Individual Defendants)

57. The foregoing paragraphs are fully incorporated herein as though set forth at length.

58. The aforesaid negligent conduct, acts, and/or omissions of the Defendants in the scope of their employment, or acting independently, were calculated, designed, and intended by the Defendants to intentionally inflict deliberate emotional distress, psychological

trauma, and psychic pain and suffering upon said Plaintiff and to instill in his mind an immediate and permanent sense of fear and repudiation, and said conduct, acts, or omissions surpass all bounds of decency universally recognized in a civilized society.

59. As a direct and proximate result and consequence of the aforesaid conduct, acts, and/or omissions of the Defendants, which constitute extremely outrageous conduct, said Plaintiff has suffered, is suffering, or will continue to suffer for an indefinite time into the future the following:

- (a) emotional and psychological distress and trauma;
- (b) mental anguish;
- (c) psychic pain and suffering;
- (d) severe fright, horror, and grief;
- (e) shame, humiliation, and embarrassment;
- (f) severe anger, chagrin, disappointment, and worry, and;

(g) justified punitive damages, both factually and legally, because of the outlandish and outrageous conduct, actions, and/or omissions of one or more of the Defendants.

WHEREFORE, the Plaintiff, Marc Pizzo, respectfully requests that this Honorable Court award a Judgment in his favor and against all named Defendants, jointly and severally, molded by the Court to maximize the financial recovery available to Plaintiff in light of the caps on certain damages set forth in applicable federal and state law.

Respectfully submitted,

~~KARPE & KARPE, P.C.~~

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Ari R. Karpf, Esquire  
Two Greenwood Square  
3331 Street Road, Suite 128  
Bensalem, PA 19020  
(215) 639-0801

Dated: October 20, 2011

**RELEASE AND SETTLEMENT AGREEMENT**

**KNOW ALL MEN BY THESE PRESENTS:**

**THIS RELEASE AND SETTLEMENT AGREEMENT** ("Release") is made and entered into by and between **Marc Pizzo** ("Plaintiff") and Gloucester Township, Gloucester Township Police Department, Sergeant Mark Benton, Dwayne Pietzsch and Paul Bertini ("Defendants") identified as Defendants in the lawsuit described below.

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**WHEREAS**, the Plaintiff, Marc Pizzo has presented claims against Defendants, arising out of the incident which occurred on October 17, 2010 as is more fully described in the Complaint filed by Plaintiff in the United States District Court for New Jersey, at docket numbers: 11-6207, *Marc Pizzo v. Gloucester Township, et al.* ("the Lawsuit"), and

**WHEREAS**, the Plaintiff and the Defendants desire to settle the matters raised in the Lawsuit, together with any and all other matters pertaining to the parties named herein, other parties named in the lawsuit and the above noted incident, that might have been raised, that could be raised, ~~that could have been raised, or that might be raised in the future, and~~

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**WHEREAS**, the parties to the Lawsuit wish to make a full, complete, and final settlement of all those matters, and

**NOW THEREFORE**, with the foregoing background being incorporated herein by reference, and made part hereof, Plaintiff, and his attorney, for and in consideration of the total sum and sole consideration of the following sums: **Karpf, Karpf & Cerutti, P.C., \$47,765.38, Marc Pizzo: \$62,234.62** which shall be payable to Plaintiff and his attorneys Karpf, Karpf and Cerutti, P.C. for personal injuries, receipt of which is hereby acknowledged, does hereby remise, release, and forever discharge, and by these presents, does for himself, his successors, administrators, assigns, heirs and executors, remise, release, and forever discharge the Defendants and their respective past, present, and future officers, directors, stockholders, attorneys, agents, servants, representatives, employees, subsidiaries, affiliates, partners, predecessors, officials and successors in interest and assigns, and any and all other persons, firms, or corporations with whom any of the former have been, are now, or may hereafter be affiliated, together with any and all other persons, firms or corporations, of and from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, costs, expenses, and compensation of any nature whatsoever, whether based on a tort, contract or other theory of recovery, and whether for compensatory or punitive damages, which Plaintiff now has or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of, or which are the subject of

**PLEASE READ AND INITIAL** - Page 1 of my 3 Page Release MP (Initials)

the Lawsuit (and all related pleadings) including, without limitation, any and all known or unknown claims for bodily and personal injuries to Plaintiff, and the consequences thereof, which have resulted or may result from the alleged negligent or intentional acts or omissions of the Defendants. This Release, on the part of the Plaintiff, shall be a fully binding and complete settlement between the Plaintiff, the Defendants and all parties represented by or claiming through the Plaintiff save only the executory provisions of this Release and Settlement Agreement.

This Release and Settlement Agreement includes any and all claims for attorney's fees and costs in this matter.

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The Plaintiff hereby acknowledges and agrees that the Release set forth hereinabove is a General Release. The Plaintiff further agrees that he has accepted payment of the sums specified herein as a complete compromise of matters involving disputed issues of law and fact, and he fully assumes the risk that the facts or the law may be otherwise than Plaintiff believes.

The Plaintiff represents and warrant that no other person or entity other than his legal counsel, has or has had any interest in the claims, demands, obligations, or causes of action ~~referred to in this Release and Settlement Agreement; that he has the sole and exclusive right to~~ receive the sums specified in it; and, that he has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release and Settlement Agreement.

The Plaintiff agrees and acknowledges that he accepts payment of the sums specified in this Release and Settlement Agreement as a full and complete compromise of matters involving disputed issues. It is further acknowledged that payment of the sums by the Defendants and the negotiations for this settlement (including all statements, admissions or communications) by the Defendants, or their attorneys or representatives are made solely for purposes of avoiding the excessive cost of litigation of this matter only and that the Defendants do not in any way admit any liability to the Plaintiff by entering into this Agreement to settle this matter. In fact, the Defendants expressly deny any and all liability whatsoever in this matter.

It is acknowledged by the Plaintiff that, in consideration for the above named sum, the terms of this settlement and the amount of the settlement shall not be published by him or divulged directly or indirectly to the media including any newspaper, radio or television organization and no press release shall be issued by Plaintiff, Defendants, his counsel, his representatives, his family members or anyone acting by or on behalf of him. Failure to abide by this provision shall be considered a material breach of this agreement.

Plaintiff agrees to indemnify and hold harmless the Defendants from, and to satisfy in full, any and all claims or liens presently existing or that might exist in the future against the Plaintiff on the settlement fund herein by any person, entity, or corporation, including but not limited to any liens presented on behalf of any medical provider or governmental entity.

PLEASE READ AND INITIAL - Page 2 of my 3 Page Release MP (Initials)

**This Release and Settlement Agreement contains the entire agreement between the Plaintiff and the Defendants with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each. There are no other understandings or agreements, verbal or otherwise, in relation thereto, between the Plaintiff and the Defendant.**

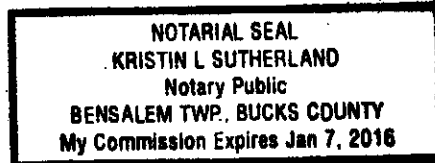
In entering into this Release and Settlement Agreement, the Plaintiff represents that he has relied upon the legal advice of his attorney, who is the attorney of his own choice, and that the terms of this Release and Settlement Agreement have been completely read and explained to Plaintiff by his attorney, and that those terms are fully understood and voluntarily accepted by him.

The parties hereto enter into this Release and Settlement Agreement in the State of Pennsylvania, and said document shall be construed and interpreted in accordance with its laws.

Plaintiff, intending to be legally bound by the terms of this Release and Settlement Agreement hereunto, sets his hand and seal this      day of                      , 2013.

**CAUTION: READ BEFORE SIGNING.  
THIS IS A RELEASE.**

Marc Pizzo  
Marc Pizzo



Sworn to and subscribed  
before me this 12 day  
of JULY, 2013.

Kristin L Sutherland  
Notary Public

PLEASE READ AND INITIAL - Page 3 of my 3 Page Release mp (Initials)