

**LAW OFFICES OF  
ROBERT D. HERMAN, ESQ.  
47 CENTRAL SQUARE  
LINWOOD, NJ 08221  
(609) 601-8750  
ATTORNEY FOR PLAINTIFF**

**MICHAEL C. PETACCIO AND JACK-N-  
SPUNK, INC., A LICENSED NEW  
JERSEY CORPORATION,**

**Plaintiffs,**

**v.**

**DAVID ROMEO, SGT. TERRY OSLER,  
CITY OF WILDWOOD POLICE  
DEPARTMENT, AND CITY OF  
WILDWOOD POLICE OFFICERS  
UNKNOWN 1 - 10,**

**Defendants.**

**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION-CIVIL PART  
CAPE MAY COUNTY**

**DOCKET NO.**

**CIVIL MATTER**

**COMPLAINT AND JURY DEMAND**

Plaintiff Michael C. Pettaccio, residing at 701 Marley Road, in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania, by way of Complaint against Defendants, docs hereby say:

**FIRST COUNT**

1. Plaintiff Michael C. Petaccio presently resides at 701 Marley Road, in the City of Philadelphia, County of Philadelphia, and Commonwealth of Pennsylvania.
2. All conduct complained of herein against Defendants David Romeo, John Davis, Terry Osler, City of Wildwood Police Department, and Officers 1 - 10 of the City of Wildwood Police Department who at this time remain unknown, occurred in the City of Wildwood, County of Cape May, and State of New Jersey, whereas jurisdiction is proper in the United States District Court for the District of New Jersey.
3. At all relevant times hereto, Plaintiff was an officer and owner of the corporations otherwise known as Jack-n-Spunk, Inc. and Endeavor, Inc., both licensed New Jersey corporations.
4. By and through the aforementioned corporations, Plaintiff owned and operated a properly licensed bar facility otherwise known as the "Fairview Café" (hereinafter "the Fairview") in the City of Wildwood, County of Cape May, and State of New Jersey.

5. During all of the relevant times hereto, Plaintiff was an employee of the Fairview, operating in the capacity of General Manager.
6. In or about a Monday in June of 2004, Defendant Romeo, acting in the capacity as an officer of the City of Wildwood Police Department, parked his marked patrol vehicle in such a manner that it was parallel to the curb just outside of the entrance and exit of the Fairview. At the time, Defendant Romeo placed his spotlight on and faced it into the Fairview.
7. In accordance with ordinances of the City of Wildwood, service of alcohol and non-alcoholic beverages must cease and music must be turned off.
8. On the night in question and prior to 3:00 a.m., the Fairview was full of patrons who were otherwise enjoying the services offered by the establishment, to wit, dancing and the lawful dispensing of alcoholic and non-alcoholic beverages.
9. In full uniform, including gun and black gloves, Defendant Romeo entered Plaintiff's establishment with a large flashlight, shining into the eyes of patrons, the D.J., and eventually Plaintiff.
10. During the night in question, when Defendant Romeo was asked by the door person, John Toto, why he wore "black gloves," Defendant Romeo stated in response "for when it's time."
11. After shining the flashlight into Plaintiff's eyes, Defendant Romeo stated to him to "shut the f\*ing music off." Said conduct occurring prior to 3:00 a.m.
12. Subsequent thereto, Defendant Romeo ordered Plaintiff and the D.J., Frank Miller, to exit the Fairview by the door nearest the D.J. booth and to meet Defendant Romeo at the front of the building.
13. In front of the building, Defendant Romeo met with Plaintiff and Miller. At the time, patrons of the Fairview were leaving the establishment.
14. Defendant Romeo immediately took Miller into custody, placing Miller in handcuffs behind his back and put him into the rear seat of his patrol vehicle.
15. At Defendant Romeo's direction, another officer of the Wildwood Police Department, Officer Unk. 1, asked Plaintiff his name. Plaintiff advised that he did not have identification on him. Officer Unk. 1 stated that, unless Plaintiff were more cooperative, he would be arrested stating that, "We're the Wildwood Police and if you don't do what I want, we're going to arrest you."
16. At all relevant times hereto, Plaintiff lawfully cooperated with the Wildwood Police Officers present.

17. The police officers then left only to return approximately thirty minutes later with two citations, one as against Jack-n-Spunk, Inc. for playing music at one minute past 3:00 a.m. and one as against Plaintiff for allowing the D.J. to play music at one minute past 3:00 a.m.
18. Plaintiff retained counsel, David Stefankiewicz, to defend against the citations in the City of Wildwood Municipal Court.
19. Prior thereto, on or about the Thursday just preceding the incident referenced above, Defendant Romeo and Sgt. Terry Osler, also of the Wildwood Police Department, appeared at the Fairview between the hours of 12:00 a.m. and 3:00 a.m.
20. On that Thursday night, Sgt Osler advised that the Wildwood Police Department had received a phone call from someone who stated that she believed her underage daughter was in the Fairview.
21. In response, Plaintiff advised that all patrons had proper identification as he had been the one checking identification at the front door on the night in question.
22. Defendant Romeo and Sgt. Osler, both in full uniform, proceeded into the Fairview and began checking patrons at random for identification, both females and males, though they stated they were looking for a particular female.
23. Plaintiff spoke with Sgt. Osler and asked why they were checking identification of males as well as females. Sgt. Osler stated that something to the effect that, "We have to be sure."
24. Plaintiff stated that he would like to press charges against the alleged female caller for harassment. Sgt. Osler refused to take the complaint, stating, "We don't have to take the complaint." Shortly thereafter, Defendant Romeo and Sgt. Osler left the premises.
25. On a number of occasions, proximal in time and date to the incidences referenced hereto, Defendant Romeo, in full uniform with black gloves on, would position himself outside of the Fairview with arms crossed.
26. In or about September of 2004, a trial was conducted in the above referenced matter. Plaintiff, the D.J., and the corporation were found not guilty of all charges.
27. Letters were submitted to the City of Wildwood Police Department following the above referenced incidences regarding the conduct of Defendant Romeo.
28. Upon information and belief, the City of Wildwood Police Department took no action, including the failure to undertake an internal affairs investigation, of Defendant Romeo.
29. Defendants conduct is in violation of Plaintiffs' Federal and Civil Rights and as such, Plaintiffs were damaged.

WHEREFORE, Plaintiffs demand judgement against Defendants for:

- A. Compensatory and Punitive Damages;
- B. Pre- and Post-Judgment Interest;
- C. Attorney Fees, Court Costs, and Costs of Suit; and
- D. For Such Other Relief as The Court May Deem Equitable and Just.

**COUNT TWO**

- 30. Plaintiff repeats the allegations of Count One as if fully set forth at length herein.
- 31. Based on the harassing conduct of Defendant Romeo, Plaintiff purchased a disposable camera for the purpose of documenting Defendant Romeo's conduct.
- 32. On or about a Thursday night in June, 2004, subsequent to the issuance of the afore referenced summons, at or about midnight that date, Defendant Romeo again appeared at the Fairview.
- 33. At the time in question, Defendant Romeo yelled at Plaintiff, enunciating that unless he kept patrons who were waiting to enter the Fairview in an orderly line against the wall, he was going to arrest Plaintiff.
- 34. Plaintiff called the City of Wildwood Police Department and requested that Defendant Romeo's supervisor speak with him as he was harassing Plaintiff and his patrons.
- 35. Sgt. Osler appeared and advised Plaintiff that he was not going to tell Defendant Romeo to vacate the area. Sgt. Osler then left the area.
- 36. To the best of Plaintiff's recollection and upon information and belief, Defendant Romeo remained in the area of the Fairview.
- 37. At approximately 2:55 a.m. on the evening in question, Plaintiff had the music stopped, turned on the lights, and requested that all patrons leave in an orderly fashion.
- 38. While still inside the Fairview, Plaintiff observed Defendant Romeo touching a female patron with both hands on or right above her buttocks.
- 39. Upon observing this, Plaintiff took a picture of Defendant Romeo's conduct with the female patron.
- 40. Immediately thereafter, Defendant Romeo charged into the bar and punched Plaintiff in the arm causing him to drop the camera.

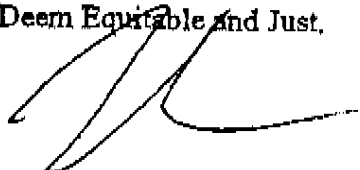
41. Defendant Romeo immediately placed Plaintiff in handcuffs.
42. Plaintiff asked Defendant Romeo why he was being placed under arrest, to which Defendant Romeo stated, "I don't know yet."
43. Defendant Romeo took Plaintiff to the police station in his patrol vehicle and handcuffed Plaintiff to a rail. Where Plaintiff was handcuffed to a rail, there was nothing upon which Plaintiff could sit though there was a steel folding chair approximately ten feet from Plaintiff's location.
44. Following Plaintiff's arrest, Defendant Romeo stated that it was his intention to send Plaintiff "to County [Jail]" that night and that Plaintiff should "stay at home and let his parents run the bar."
45. Plaintiff was charged with disorderly conduct in violation of *N.J.S.A. 2C:33-2*. Plaintiff posted bail and was released that night.
46. Prior to Plaintiff's release from the Wildwood Police Station, Plaintiff's camera was returned to him. The camera was destroyed with a pointed object which caused the film to be exposed and rendered useless.
47. During trial, in or about September of 2004, Defendant Romeo testified, *inter alia*, that Plaintiff claimed that he was endangered by Plaintiff taking his picture.
48. Following the testimony of Defendant Romeo at trial on the aforementioned allegation, Plaintiff was found not guilty.
49. Subsequent thereto, in or about the Winter of 2004, while walking along the street in the City of Wildwood, Plaintiff saw Defendant Romeo and asked if he knew where Officer John Davis was. Defendant Romeo stated to Plaintiff to "Keep walking or I'm going to lock you the f\*\*k up!"
50. Defendants conduct is in violation of Plaintiffs' Federal and Civil Rights and as such, Plaintiffs were damaged.

WHEREFORE, Plaintiffs demand judgement against Defendants for:

- A. Compensatory and Punitive Damages;
- B. Pre- and Post-Judgment Interest;
- C. Attorney Fees, Court Costs, and Costs of Suit; and
- D. For Such Other Relief as The Court May Deem Equitable and Just.

Date: JUNE 19, 2006

By:


  
\_\_\_\_\_  
ROBERT D. HERMAN, ESQ.  
ATTORNEY FOR PLAINTIFFS

**JURY DEMAND**

Plaintiffs hereby demand a Trial by Jury as to all issues raised by this pleading.

Date: JUNE 19, 2006

By:


  
\_\_\_\_\_  
ROBERT D. HERMAN, ESQ.  
ATTORNEY FOR PLAINTIFFS

**CERTIFICATION PURSUANT TO R. 4:5-1**

I, Robert D. Herman, Esquire, by way of Certification pursuant to R. 4:5-1 state:

1. I am an attorney at law licensed to practice before all of the Courts in the State of New Jersey.
2. The matter in controversy is the subject of another action pending in any Court, to wit a complaint filed on or about September 17, 2004 on behalf of David Romeo and Jessica Romeo. Given the complexity of this pleading, counsel makes such disclosure for clarity. Otherwise, counsel is unaware of any other action pending in any Court, a pending arbitration proceeding, or any other action or arbitration which is now pending or contemplated.
3. There are no other parties who should be named in this matter as far as I am aware.
4. I certify that the foregoing statements made by me are true. I understand that if any of the foregoing statements made by me are wilfully false, I may be subject to punishment.

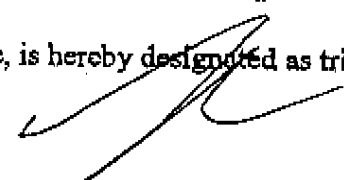
Date: JUNE 19, 2006

By:   
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ROBERT D. HERMAN, ESQ.  
ATTORNEY FOR PLAINTIFFS

**TRIAL ATTORNEY DESIGNATION**

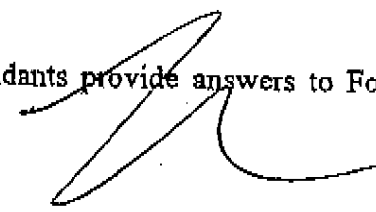
Pursuant to R. 4:5-1, Robert D. Herman, Esquire, is hereby designated as trial attorney.

Date: JUNE 19, 2006

By:   
\_\_\_\_\_  
ROBERT D. HERMAN, ESQ.  
ATTORNEY FOR PLAINTIFFS

Plaintiffs hereby demand that all answering Defendants provide answers to Form A Uniform Interrogatories.

Date: JUNE 19, 2006

By:   
\_\_\_\_\_  
ROBERT D. HERMAN, ESQ.  
ATTORNEY FOR PLAINTIFFS

## GENERAL RELEASE

This General Release, dated May 11, 2008, is given

BY: Michael C. Petaccio of the County of Philadelphia and Commonwealth of Pennsylvania, Releasor, hereinafter referred to as "I".

TO: David Romeo, Sgt. Terry Osler, City of Wildwood, & Atlantic/Cape May County Joint Insurance Fund, the Scibal Adjustment Agency, its agents, servants and employees, Releasees hereinafter referred to as "You".

1. Recitals. I filed a Complaint against David Romeo, Sgt. Terry Osler, and the City of Wildwood wherein I alleged acts or omissions by the defendants that I alleged entitled me to monetary compensation. The Complaint was filed in the Superior Court of New Jersey, Law Division, Cape May County and the matter was removed to the United States District Court for the District of New Jersey. The Atlantic/Cape May County Joint Insurance Fund is the liability insurer of David Romeo, Sgt. Terry Osler, and the City of Wildwood and as such would be obligated to pay any judgment against David Romeo, Sgt. Terry Osler, and the City of Wildwood that is covered by the insurance policy issued to David Romeo, Sgt. Terry Osler, and the City of Wildwood by the Atlantic/Cape May County Joint Insurance Fund in effect at the time of the incidents that are the subject of the Complaint. The parties have entered into a settlement agreement in order to provide that a certain payment be made in full settlement and discharge of all claims against David Romeo, Sgt. Terry Osler, and the City of Wildwood which are or might have been the subject matter of the Complaint upon the terms and conditions set forth in the General Release.
2. Release. In consideration of the payment of the amount set forth in paragraph 11 of this General Release, I release and give up any and all claims and rights that I may have against you as of the date of this Release. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything that has, or may be alleged to have happened up to now. I specifically release the following claims: any and all claims based upon an allegation of a violation of any state or federally guaranteed Constitutional Right, including any claim for attorney's fees, any and all claims for personal injury, temporary or permanent in character, any claim for loss of income, past or future, disfigurement, impairment, claims for enhanced risk (see Mauro v. Raymark, 116 NJ 126 (1989)), wrongful death claims, wrongful birth claims, wrongful life claims, emotional distress claims, rights, damages, loss of services, expenses and compensation of any nature whatsoever, or any other claim or cause of action whether such claim or cause of action is developed or is undeveloped, whether the claim is based on a tort, contract or other theory of recovery and whether for compensatory or punitive damages which has arisen or will arise out of or is any way associated with any incident that occurred in June of 2004 at or near or inside the Fairview Café in Wildwood, New Jersey or the filing of any charges as a result of any incident that occurred at or near or inside the Fairview Café, all of which is more particularly delineated in an action instituted in the United States District Court for the District of New Jersey and which has been assigned Civil Action No.



06-cv-3587 captioned Michael C. Petaccio & Jack-N-Spunk, Inc., a licensed New Jersey Corporation v David Romeo, Sgt. Terry Osler, City of Wildwood Police Department.

3. Release of Claim by Heirs. By signing this Release, I specifically release and give up any and all rights to and claims of pecuniary loss, injury or damage as those terms are defined in the New Jersey Death Act, N.J.S.A. 2A: 31-1, et seq, and as interpreted by the Courts of New Jersey, which might accrue to me or to others by virtue of the death of Michael C. Petaccio, whether such claims are pursued directly or indirectly or by some person or persons in a representative capacity, if such claims arise in any way from or are in any way connected or related to anything which this Release applies and more respectfully with respect to any medical treatment administered to Michael C. Petaccio up until the date of the signing of this Release. It is expressly understood and agreed by me that a substantial reason and consideration of you in settling the previously mentioned lawsuit and agreeing to pay and paying the money set forth in this Release is this settlement, releases and eliminates at this time any and all claims which I or others may have now or in the future might have, absent this Release, for the death of Michael C. Petaccio. I further understand and agree that under the present state of the law in New Jersey, absent this Release and regardless of the entry of any judgment in this litigation, my heirs or others might have claims against you for my death; see Alfone v. Sarno, 87 N.J. 99 (1981); and I further understand and agree that by executing this Release and accepting the money set forth below, I acknowledge that I have received fair, just and adequate consideration for all claims, both inter vivos and for the death of Michael C. Petaccio. 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 my heirs or others directly or by some person in a representative capacity, for pecuniary losses, injury or damages arising from the death of Michael C. Petaccio against you, that you shall be entitled to be indemnified by my Estate and/or my 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 suits together with any sum paid by way of judgment, settlement or otherwise on account of these claims.
4. Medical and Worker's Compensation Lien Guarantee. I agree and guarantee that all hospital and/or medical bills or legal bills incurred as a result of anything which this Release did or allegedly should have applied with respect to any medical treatment administered to Michael C. Petaccio by any health care specialist or legal professional relating to the incidents forming the subject matter of Civil Action No. 06-cv-3587 provided until the signing of this Release will be paid. I agree to indemnify you against all liability for the same. I agree to indemnify and hold you harmless from any and all liens, including but not limited to welfare liens, Medicare liens, Medicaid liens, Workers' Compensation liens attorney lien or any other social service agency lien or bill that may have arisen as a result of the incident described in the Complaint. Robert D. Herman, Esquire hereby represents that he has investigated the existence of such liens and has verified that no such lien exists or if it exists, the lien will be satisfied in full before any monies are distributed to Michael C. Petaccio.
5. No Admission of Liability. I understand that the payment of the amount set forth in paragraph 11 and the acceptance of the same is in full accord and satisfaction and in

compromise of all disputed claims. The payment thereof is not to be construed by any person as an admission of any liability, but is made by the Atlantic County Joint Insurance Fund with the authorization of David Romeo, Sgt. Terry Osler, City of Wildwood solely for the purpose of terminating all disputes and litigation by and between the parties.

6. Indemnification. In the event I recover any money from any other person who thereafter seeks indemnification or contribution from you arising from claims released in this General Release, I shall indemnify and hold you harmless for any money spent in defending against these claims including, but not limited to, attorney's fees, costs of suit, interests, judgment or settlement.
7. Dismissal of Suit With Prejudice. I hereby authorize, Robert D. Herman, Esquire, my attorney, to execute a Stipulation of Dismissal With Prejudice of the lawsuit more particularly described in paragraph 2 of this General Release. I understand that upon the execution and filing of the Stipulation of Dismissal With Prejudice in the Office of the Clerk of the United States District Court, all rights to assert any cause of action against David Romeo, Sgt. Terry Osler, and the City of Wildwood based upon the events described in paragraph One of this General Release will be permanently extinguished.
8. Attorney's Fees. Each party hereto shall bear his own attorney's fees and costs arising from this action and in connection with the Complaint, this General Release, and the matters and documents referred to herein, the filing of the Stipulation of Dismissal with Prejudice, and all related matters. I shall be totally responsible for the payment of my own attorney's fees owed to Robert D. Herman, Esquire and/or **LAW OFFICES OF ROBERT D. HERMAN** and any attorney's liens arising out of representation of me by any attorney which has been or may be asserted in connection with this claim or related matters including but not limited to any attorney's fee incurred in defending me in the Wildwood Municipal Court.
9. Non-Publicity. The parties mutually agree that neither they nor their attorneys nor their representatives shall reveal to anyone, other than as may be mutually agreed in writing, any of the terms of this General Release, the terms of the settlement agreement, or any of the amounts, numbers, or terms and conditions of any sum payable to Michael C. Petaccio under the agreement and General Release except as required by law and as otherwise is set forth below. This non-disclosure agreement does not apply to bar disclosures for purposes of obtaining legal, tax, accounting or financial advice, to disclosures which may be required by law, to disclosures for the purpose of obtaining or maintaining publicly or privately funded benefits or insurance, to disclosures made in the course of the further prosecution of the within matter against any non-settling defendant, to disclosures made in the course of a Friendly Hearing required to approve the within settlement, to disclosures for the purpose of effectuating any trusts which may have been or which may be established in the future for the benefit of Michael C. Petaccio, or to disclosures ordered by a court of competent jurisdiction. I also agree that neither I, nor my attorney, Robert D. Herman, will initiate any contact with any member of the news media or any governmental agency regarding this settlement or any other facet of this litigation pertaining to the defendants and their alleged conduct. I also agree that I will not permit any person to initiate contact with the news media

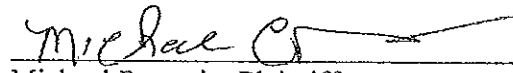
or any governmental agency regarding the terms of this settlement or any facet of the litigation on my behalf. I agree that, in the event a member of the news media or any governmental agency contacts me or my attorney, Mr. Herman, or any of my representatives regarding the terms of the settlement, I or my attorney or other representative will respond to any questions posed by indicating in substance that the terms of this settlement specifically prohibit any discussions of this agreement. I understand if I am required to provide information to or in a court of competent jurisdiction, administrative body, or that if such information be lawfully subpoenaed, I may be required to respond to such court or subpoena and that any such response is an exception and will not be in violation of this agreement. I agree, however, that I will not cause any Complaint to be filed with any governmental agency or board or any other body, public or private in any way related to the events described in paragraph One of this General Release.

10. Liquidated Damages upon Violation of Non-Publicity. I agree that in the event of a violation of the non-publicity clause in the Release (paragraph 9) by myself or my attorney, Robert D. Herman, I will pay you as liquidated damages an amount equal to the amount set forth in the payment clause below together with interest at the rate set forth for the pre-judgment interest in the New Jersey Court Rules from the date of violation until the date of payment. In the event of the institution of an action to enforce this clause of this Release, in addition to any other monies which may be owing pursuant to the Release, I agree to assume complete responsibility for the payment of your attorneys fees and costs associated with the enforcement of this Release should I be found in violation. I understand that I have the right to seek attorney fees, court costs, and other costs of litigation as against any person or entity seeking to enforce this agreement. It is further understood and excepted from this agreement that, should any such claim of violation of this agreement be maintained against me and be unsuccessful, I have the right to seek such remedies as may be available at law or in equity as against the accusing or prosecuting parties and further that I have the right to seek redress in a court of law or equity or with an appropriate governing body or agency. In such event, the disclosure of this agreement and the litigation preceding this agreement may be subject to disclosure as is required to maintain such actions as set forth in this paragraph.
11. Payment. I have been paid a total of \$75,000.00 Seventy Five Thousand Dollars in full payment for making this Release. I understand that upon the filing of the Stipulation of Dismissal With Prejudice, the Atlantic/Cape May County Joint Insurance Fund will issue a check payable to "Michael C. Petaccio and Robert D. Herman, Esquire, attorney for Michael C. Petaccio" in the amount set forth in this paragraph. All sums set forth herein constitute damages on account of personal injuries and sickness, within the meaning of Section 104 (a) (2) of the Internal Revenue Code of 1986 as amended. I agree that I will not seek anything further including any other payment from you or any of your representatives.
12. Who is Bound. I am bound to anyone who succeeds to my rights and my responsibilities, such as my heirs and/or executors of my estate or the heirs, administrators, and/or executors of my estate are also bound. This Release is made for your benefit and all that succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

13. Signatures. I understand and agree to the terms of this Release. I hereby warrant that no other person or entity has now or has had any interest in the claims, demands, obligations, or causes of action referred to in paragraph 2 of this General Release except Robert D. Herman and that Michael C. Petaccio has the sole right and exclusive authority to execute this General Release and receive the sums specified in paragraph 11. The undersigned further represents that I have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations or causes of action referred to in this General Release.
14. Entire Agreement. This General Release contains the entire agreement between Michael C. Petaccio and David Romeo, Sgt. Terry Osler, City of Wildwood and the insurer concerning the matters set forth in this document.
15. Consultation With Attorney. I also understand and acknowledge by signing this Release that I have the right to consult with any attorney, including but not limited to Robert D. Herman, Esquire, to explain the terms of this Release to me in the event I have a question about any term or condition of this document. I understand that in executing this General Release, I represent that I have relied upon the advice of Mr. Herman and I represent that the terms of this General Release have been completely read and explained by Mr. Herman and that those terms are fully understood and voluntarily accepted.

Witness:

  
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Michael Petaccio, Plaintiff

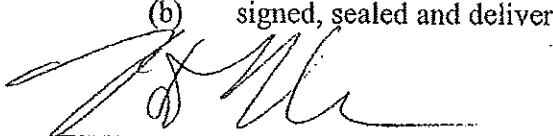
STATE OF NEW JERSEY:

SS.

COUNTY OF ATLANTIC:

I certify that on May 11, 2008, Michael C. Petaccio, of the County of Philadelphia, and Commonwealth of Pennsylvania, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) personally signed this document; and
- (b) signed, sealed and delivered this document as his act and deed.

  
\_\_\_\_\_

Robert D. Herman, Esq.  
Attorney at Law, Licensed State of NJ