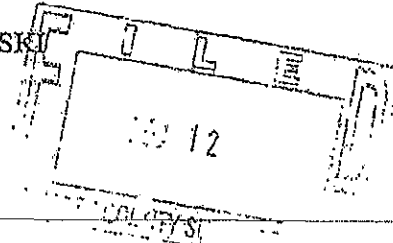


LAW OFFICES OF GEORGE R. SZYMANSKI
BY: George R. Szymanski, Esquire
1370 Chews Landing Road
Laurel Springs, New Jersey 08021
(856) 232-9829
Attorney for Plaintiff



GEORGE FERRY

Plaintiff,

vs.

MICHAEL BARRY and
RICHARD SAUNDERS

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CAMDEN COUNTY

DOCKET NO.: A-60602-11

CIVIL ACTION

COMPLAINT AND JURY TRIAL
DEMAND

The plaintiff, George Ferry, by and through his attorney, George R. Szymanski, brings a civil action against the defendants, and alleges as follows:

1. Plaintiff, George Ferry, is an adult individual and a citizen of the State of New Jersey, residing within Camden County in Winslow Township at 107 Prospect Road, Sicklerville, New Jersey, 08081.

2. Defendant, Michael Barry, is a police officer with the Winslow Township Police Department, 125 South Route 73, Braddock, New Jersey, 08037-9422, who at all times relevant hereto, acted under color of State law and within the course and scope of his employment and pursuant to his authority as a police officer with the Winslow Township Police Department.

3. Defendant, Richard Saunders, is a police officer with the Winslow Township Police Department, 125 South Route 73, Braddock, New Jersey, 08037-9422, who at all times relevant hereto, acted under color of State law and within the course and scope of his employment and pursuant to his authority as a police officer with the Winslow Township Police Department.

4. On July 30, 2010, at approximately 4:00 p.m., plaintiff, George Ferry was working on his boat in his own backyard at his home in Winslow Township.

5. Mr. Ferry went to his next door neighbor's house, to ask if his neighbor would assist him in guiding his boat to be hitched onto his truck. However, Mr. Ferry was met by his neighbor's wife, who told him that her husband was not available, and that he should get off her property. She then called the police on the plaintiff.

6. Two young Winslow Township police officers, Patrolman Michael Barry and Patrolman Richard Saunders, arrived and went onto the property of the plaintiff, George Ferry, without a warrant.

7. The defendants asked Mr. Ferry if he had any weapons in his possession at that time.

8. Mr. Ferry responded by saying that he had in his pocket a money clip with a small blade built in it, which he thought potentially could be construed as a weapon. He pulled the money clip out to show it to the police officers.

9. The defendants then pounced on the plaintiff, handcuffed him, and threw him in the back of a police car. They then proceeded to enter his garage and house, still without a warrant, and conducted a search.

10. As Mr. Ferry felt that his right wrist had been injured badly by the defendants, the plaintiff called for an ambulance.

11. The plaintiff was taken by ambulance to Virtua West Jersey Hospital in Berlin, and treated for a broken right wrist.

12. Before the plaintiff was taken away from his house in the ambulance, the defendants gave the plaintiff a ticket/summons, and informed him that they were charging him with a violation N.J.S.A. 2C:29-1, Obstructing Administration of Law, for "yelling at a police officer and for causing neighbors to come outside."

13. The actions of the defendants caused the plaintiff to suffer great physical and emotional harm and damages.

14. The plaintiff, who was not represented by counsel, eventually was coerced into pleading guilty on August 11, 2010, to an amended charge of violating Winslow Township Ordinance 196-9, Loitering. However, it is impossible for someone to be loitering illegally on one's own property,

15. The defendants arrested the plaintiff without just and legal cause, falsely imprisoned and maliciously prosecuted him, searched his home and property without a warrant, used excessive and unnecessary force against him, and conspired to do all the above, thereby violating the plaintiff's rights under the laws and Constitution of the United States of America, in particular, the Fourth, Fifth and Fourteenth Amendments of the United States Constitution, and 42 U.S.C. § 1983.

16. The plaintiff, who is right hand dominant, was a carpenter, but because of the injuries to his right wrist, which were caused by the defendants, he is permanently disabled from working as a carpenter or in any similar occupation.

WHEREFORE, the plaintiff, George Ferry, demands judgment against the defendants, jointly and severally for an amount including compensatory and punitive damages, as will fully and adequately compensate the plaintiff, and attorney fees, interest and costs of suit.

DESIGNATION OF TRIAL COUNSEL

George R. Szymanski is designated as trial counsel for the plaintiff.

JURY TRIAL DEMAND

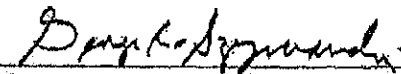
Plaintiff requests a trial by a jury.

CERTIFICATION PURSUANT TO RULE 4:5-1

Pursuant to Rule 4:5-1, the undersigned hereby certifies that the above action is not the subject of any other pending lawsuit or arbitration proceeding. There are no other persons interested in the above action who have not been made a party to said action.

LAW OFFICES OF GEORGE R. SZYMANSKI

By:


George R. Szymanski, Esquire
Attorney for Plaintiff

Dated: December 12, 2011

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This General Release, dated _____ is given
BY the Releasor(s) **GEORGE FERRY,**
referred to as "I" and/or "Releasor(s)"
TO the Releasee(s) **MICHAEL BARRY and RICHARD SAUNDERS,**
referred to as "You" and/or "Releasee(s)"

If more than one person signs this General Release, "I" shall mean each person who signs this General Release.

The word "You" shall include the aforementioned entities and individuals as well as their corporate predecessors and/or successors; subsidiaries; parents; affiliates; officers; stockholders; employees; former employees; representatives, whether past or present; agents; attorneys; and assigns.

RECITALS

WHEREAS Releasor(s) filed a lawsuit entitled *George Ferry v. Michael Barry and Richard Saunders, Civil Action No.: 1:12-cv-00009-NLH-KMW*, ("the Lawsuit");

WHEREAS, Releasee(s) deny responsibility for any damages suffered by the Releasor and deny that Releasee(s) acted improperly at any time;

WHEREAS, the parties, without any admission of liability by either party, and in order to avoid the expense and inconvenience of further litigation, desire to settle and compromise the claims and controversies among them with respect to the Lawsuit and terminate Releasor's claims against Releasee(s) in the Lawsuit.

NOW THEREFORE, in consideration of the covenants, agreements and understandings hereinafter contained, and other good and valuable consideration, the sufficiency and adequacy of which is hereby acknowledged, the parties hereto, intending to be legally bound, AGREE as follows:

1. RELEASE: I release and give up any and all present, past, and future claims and/or rights, whether known or unknown, which I may have against you. This General Release

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applies, but is not limited to, the following claims: claims for New Jersey state or U.S. federal constitutional violations; claims for attorneys' fees; claims for consequential damages; claims for punitive damages; claims for compensatory damages; claims for negligence; claims for civil rights violations; claims for fraud; claims for injunctive relief and/or breach of any duty imposed by statute, constitution, common law, or administrative rule or regulation. I specifically release the following claims:

All claims arising out of the incident referred to in plaintiffs' Complaint including, but not limited to, all claims which were asserted in, should have been asserted in, or could have been asserted in, the lawsuit captioned entitled *George Ferry v. Michael Barry and Richard Saunders, Civil Action No.: 1:12-cv-00009-NLH-KMW*, but not limited to, claims for retaliation, negligence, civil rights violations, constitutional violations, attorney's fees, and/or claims of any type.

I agree that all claims against the Releasee(s) as set forth in the lawsuit captioned above shall be dismissed with prejudice. All claims for attorney's fees are also expressly released in their entirety. It is intended that this General Release be interpreted in accordance with New Jersey law.

2. **PAYMENT:** In exchange for the execution of this Settlement Agreement and Release and dismissal of the lawsuit with prejudice, Releasee(s) agree to pay Releasor(s) the sum total of *twenty-seven thousand dollars (\$27,000.00)* (hereinafter referred to as the "Settlement Funds") in one check made out to George Ferry and George R. Szymanski within thirty days of the delivery of an executed copy of this Agreement. The foregoing payment shall be delivered via overnight mail, hand delivery or certified mail to George R. Szymanski, Esquire, LAW OFFICES OF GEORGE R. SZYMANSKI, 1370 Chews Landing Road, Laurel Springs, NJ 08021.

I agree that I will not seek anything further including any other payment from you and that any and all claims for attorney's fees have also been released.

3. **WHO IS BOUND:** I am bound by this General Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This General Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate, corporate successors or assigns. If this General Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

4. **NO ADMISSION OF LIABILITY OR FAULT:** The payments described above are not an admission of liability by or their agents, employees, representatives, officers, stockholders, attorneys, insurance carriers, or corporate successors or predecessors. Releasee(s) deny any liability and, by their payment in settlement, intend merely to avoid litigation and to buy their peace.

5. THIS RELEASE IS A CONTRACT: The terms of this General Release are contractual and not a mere recital. I expressly assume the risk of loss arising from any and all claims which exist as of this date or which may arise in the future but of which I do not know or suspect to exist and which, if known, might materially affect my decision to enter into this General Release.

6. CAREFUL REVIEW AND UNDERSTANDING OF AGREEMENT. I represent that I have carefully read this Agreement and understand the terms and conditions to the Agreement without reservation or exception. I acknowledge that I have had ample opportunity to consult with legal counsel of my choice regarding this Agreement, have not relied on any representations or statements of the Releasee or its counsel with respect to the subject matter of this Agreement, and understand that I am relinquishing and releasing in its entirety the claims I have or may have against Releasee in the Lawsuit or relating to the claims referenced in the Lawsuit.

7. BINDING EFFECT. This Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, legal representatives, attorneys, shareholders, officers, directors, employees, agents, divisions, parent companies, subsidiaries or affiliated corporations, successors, and assigns.

8. ACKNOWLEDGMENT OF CONSIDERATION. The Parties acknowledge that the covenants contained in this Agreement provide good and sufficient consideration for every promise, duty, release, obligation, and right contained in this Agreement.

9. INTEGRATION CLAUSE. The provisions of this Agreement comprise all of the terms, conditions, agreements, and representations of the Parties respecting the Lawsuit and the settlement and dismissal of the Lawsuit. This Agreement may be amended only by an instrument in writing executed jointly by the Parties. All representations and promises made by any party to another, whether in writing or orally, concerning the claims, the Lawsuit, and the settlement and dismissal of the Lawsuit are understood by the Parties to be merged into the Agreement.

10. NO ADMISSION. It is fully understood by the Parties that this Agreement constitutes a settlement of disputed claims in order avoid further trouble, litigation, and expense, and that nothing herein shall constitute or imply an admission of liability of any kind or character by the Parties, which such liability is expressly denied.

11. SIGNATURES: I understand and agree to the terms of this General Release. The undersigned acknowledges that they have read this General Release, that they have had the benefit of consultation with their attorneys in connection therewith and that they understand all of its terms and executes it voluntarily and with full knowledge of its significance and consequences thereof.

This Release may be executed in counterparts, all of which together shall constitute a single agreement. Each counterpart shall have the same force and effect as an original and shall constitute a binding Release on the part of each of the undersigned. A facsimile or .pdf signature

shall be deemed an original signature. Each of the undersigned parties hereby warrants and represents that the person executing this Release on its behalf is fully authorized to do so.

12. NO ATTRIBUTION OF SETTLEMENT AGREEMENT TO ANY PARTY AS DRAFTER. No Party shall be attributed to or deemed to be the drafter of this Release or of any particular provision(s) thereof, and no part of this Release shall be construed against any either Party.

13. PAYMENT OF ALL MEDICAL BILLS. The Releasor hereby agrees to hold harmless and indemnify Releasees with regard to any claim for payment of medical bills incurred as a result of the incident referred to in plaintiff's Complaint.

14. MEDICARE AFFIRMATION AND HOLD HARMLESS FROM LIENS. Releasors are making this Release to comply with the Medicare, Medicaid and Schip Extension Act of 2007. Pursuant to Section 111 of the Medicare, Medicaid and Schip Extension Act of 2007, Releasors certify that they have not received any benefits whatsoever from Medicare for any of the injuries sustained by them as a result of the accident.

The Releasor states and affirms that George Ferry is not a Medicare or Medicaid recipient at or since the date of the incident referred to in plaintiff's Complaint. Releasor states and affirms that no medical bills were paid by or submitted to Medicare. Releasor agrees if Medicare and/or Medicaid assert that any such bills were submitted and paid, such bills will be satisfied from the proceeds of this Release.

Releasor agrees that any and all liens, including but not limited to Workers' Compensation, Medicare, Medicaid, health insurer as well as any and all past, current or future medical bills will be satisfied out of the proceeds of this settlement. Releasor agrees to indemnify and hold harmless Releasees from any liens asserted against it by anyone, including but not limited to Medicare, Medicaid, Workers' Compensation carriers, health care providers, hospitals, insurers or attorneys, for medical bills, medical expenses, lost earnings, payments, attorney liens, attorneys fees, costs, subrogation claims or liens.

15. ATTORNEYS' FEES. To the extent that any disputes may arise between the Parties concerning the performance of the Parties under this Release, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in connection with any arbitration or judicial adjudication of the dispute.

16. SUCCESSORS. This Release shall be binding on, and inure to the benefit of, the Parties and their representatives, partners, successors, assigns, managers, members, officers, directors, administrators, agents, servants, shareholders, employees and heirs.

17. GOVERNING LAW. This Release shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to any choice of law or conflict of law provisions or rules.

18. NO OUTSTANDING CHILD SUPPORT. I hereby certify that I and my attorney of choice, George R. Szymanski, Esquire, have fully satisfied any and all obligations

imposed by New Jersey statute with respect to searches of child support judgments and satisfactions thereof including, but not limited to, N.J.S.A. 2A:17-56.23(b). I hereby further warrant and certify that my attorney has initiated a search of child support judgments through a private judgment search company that maintains information on child support judgments and either I am not a child support judgment debtor, or in the event a child support debt exists, I have contacted the Probate Division of the Superior Court to arrange for the satisfaction of the child support judgment. In such latter event I shall undertake to notify released parties herein and their counsel of my intent to satisfy the child support judgment prior to the disbursements of any funds herein recited. Upon receipt of a warrant of satisfaction for the child support judgment, I shall notify you of the balance, if any, of the settlement which shall then be delivered to me in keeping with this agreement. I specifically undertake to indemnify and defend all released parties herein and their counsel with respect to any claim by any individual, entity or governmental authority with respect to any alleged failure to satisfy any child support judgment or obligation.

[Signatures appear on the next page].

**CAUTION: READ BEFORE SIGNING.
FULL, FINAL, AND COMPLETE RELEASE.
THIS RELEASE AND AGREEMENT ENDS ALL CLAIMS.**

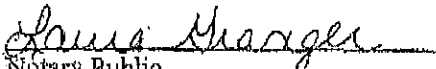
I HAVE READ THE FOREGOING RELEASE AND AGREEMENT AND FULLY UNDERSTAND AND ACCEPT IT.



George Ferry

Before me, the undersigned Notary Public, in and for the State of New Jersey, on this day personally appeared George Ferry and _____ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same in the capacity therein stated and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9 day of September, 2013



Notary Public

Laura Granger

Print, Type or Stamp Name of Notary

My Commission Expires: 11/22/16

