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SUPERIOR COURT OF NEW JERSEY
SALEM COUNTY CIVIL PART

BRUCE G. CASSIDY & ASSOCIATES, P.A.

By: Bruce G. Cassidy, Esquire
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Attorney for Plaintiff

LEON FOREMAN, JR. (a/k/a LEON CARTER)

Plaintiff,

v.

COUNTY OF SALEM,
Sheriff CHARLES M. MILLER,
Warden RAYMOND C. SKRADZINSKI,
CORRECTIONS OFFICERS
BROOKS and WHITE and DiMAURO,
CORRECTIONS OFFICERS JOHN DOE(s),
JOHN DOE(S), Supervisory Personnel at Salem
County Correctional Facility and JOHN DOE(S)

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
SALEM COUNTY

DOCKET NO.: L-54 -14

Civil Action:

**COMPLAINT,
DEMAND FOR JURY TRIAL,
DESIGNATION OF TRIAL COUNSEL,
DEMAND FOR ANSWERS TO
FORM C INTERROGATORIES and
CERTIFICATION PURSUANT
TO R.4:5-1**

Plaintiff LEON FOREMAN, JR. (a/k/a LEON CARTER), residing at 7029 Gregory Drive,
Norfolk, Virginia 23513, by way of Complaint against defendants, states as follows:

COUNT 1

1. Defendant COUNTY OF SALEM is a political subdivision of the State of New Jersey
maintaining a place where it regularly conducts business c/o The Board of Chosen Freeholders,

Salem County Administration Building, 94 Market Street, Salem, Salem County, New Jersey 08079.

2. Defendant Sheriff CHARLES M. MILLER is an individual and is the Sheriff of Salem County, maintaining a place where he regularly conducts business at Salem County Administration Building, 94 Market Street, Salem, Salem County, New Jersey 08079.
3. Defendant Warden RAYMOND C. SKRADZINSKI is an individual and is the Warden at the Salem County Correctional Facility, maintaining a place where he regularly conducts business at Salem County Correctional Facility, 125 Cemetery Road Woodstown, Salem County, New Jersey 08098.
4. Defendant CORRECTIONAL OFFICER BROOKS is an individual and is a Correctional Officer at the Salem County Correctional Facility, maintaining a place where he/she regularly conducts business at Salem County Correctional Facility, 125 Cemetery Road Woodstown, Salem County, New Jersey 08098.
5. Defendant CORRECTIONAL OFFICER WHITE is an individual and is a Correctional Officer at the Salem County Correctional Facility, maintaining a place where he/she regularly conducts business at Salem County Correctional Facility, 125 Cemetery Road Woodstown, Salem County, New Jersey 08098.
6. Defendant CORRECTIONAL OFFICER DiMAURO is an individual and is a Correctional Officer at the Salem County Correctional Facility, maintaining a place where he/she regularly conducts business at Salem County Correctional Facility, 125 Cemetery Road Woodstown, Salem County, New Jersey 08098.
7. Defendant(s) CORRECTIONAL OFFICERS JOHN DOE(S) is/are Correctional Officers whose identities are presently unknown to plaintiff, but who at all times material to plaintiff's cause of action were employed by the Salem County Correctional Facility, maintaining a place where

he/she regularly conducts business at Salem County Correctional Facility, 125 Cemetery Road Woodstown, Salem County, New Jersey 08098.

8. Defendant(s) JOHN DOE(S), Supervisory Personnel at Salem County Correctional Facility is/are individuals whose identities are presently unknown to plaintiff, but who at all times material to plaintiff's cause of action were employed by the Salem County Correctional Facility, maintaining a place where he/she regularly conducts business at Salem County Correctional Facility, 125 Cemetery Road Woodstown, Salem County, New Jersey 08098.
9. Defendant John Doe(s) is/are individuals/entities whose identities are presently unknown to plaintiff at this time but whose actions or inactions lead to and/or contributed to plaintiff's injuries and damages hereinafter set forth.
10. At all times material to plaintiff's cause of action defendants acted by and through their agents, servants and employees.
11. All of the acts alleged to have been done or not to have been done by defendants herein were done or not done by said defendants, their agents, servants and/or employees, all of whom were acting within the course and scope of their authority granted by supervisory defendants with and on behalf of said defendants.
12. On or about June 1, 2013, plaintiff was a detainee housed in the Salem County Correctional Facility located at 125 Cemetery Road Woodstown, Salem County, New Jersey 08098.
13. At the aforesaid date and place, plaintiff was assaulted and beaten by approximately seven (7) correctional officers, including CO BROOKS, CO WHITE and CO DiMAURO and other John Doe(s) Correctional Officers.
14. After the aforesaid assault, plaintiff was taken to the Salem County Hospital where two of the correctional officers continued to assault plaintiff.

15. As a result of the aforesaid assaults, plaintiff sustained severe injuries to his head, trunk and extremities and has sustained severe physical, mental and emotion pain and suffering.
16. As a further result of defendants' conduct as aforesaid, plaintiff has been forced to receive and undergo medical care and attention and to incur costs/liability for same and may continue to require future medical care and attention, with accompanying costs, for an indefinite time in the future.
17. As further result of defendants' conduct as aforesaid, plaintiff has suffered loss of earnings and/or earning capacity which will continue for an indefinite time in the future.
18. As further result of defendants' conduct as aforesaid, plaintiff's ability to stand and walk have been impaired and his prior medical conditions have been aggravated.

WHEREFORE plaintiff demands judgment against defendants, jointly and severally, for damages, plus costs, interest and attorneys' fees.

COUNT II

1. Plaintiff incorporates herein the allegations of Count I in their entirety.
2. Plaintiff believes and therefore avers that defendants COUNTY OF SALEM, Sheriff CHARLES M. MILLER and Warden RAYMOND C. SKRADZINSKI and JOHN DOE(s) Supervisory Personnel at Salem County Correctional Facility were reckless, negligent and careless in their supervision of the Correctional Officers described in Count I and in failing to prevent and/or stop the aforesaid assault in order to prevent and/or minimize plaintiff's injuries.
3. As a result of defendants' recklessness, negligence and carelessness as aforesaid, plaintiff has suffered the damages more fully set forth in Count I.

WHEREFORE, plaintiff demands judgment against defendants, jointly and severally, for damages, plus costs, interest and attorneys' fees.

COUNT III

1. Plaintiff incorporates herein the allegations of Counts I and II in their entirety.
2. Defendants COUNTY OF SALEM, Sheriff CHARLES M. MILLER and Warden RAYMOND C. SKRADZINSKI JOHN DOE(s) Supervisory Personnel at Salem County Correctional Facility were reckless, negligent and careless in hiring and in training and/or adequately training and monitoring the correctional officers and intermediate supervisory personnel at the Salem County Correctional Facility, including the correctional officers more fully described in Count I of this Complaint.
3. Plaintiff's injuries and damages hereinbefore stated were caused by defendants' negligent supervision and/or inadequate training and monitoring of said personnel.

WHEREFORE, plaintiff demands judgment against defendants, jointly and severally, for damages, plus costs, interest and attorneys' fees.

COUNT IV

1. Plaintiff incorporates herein the allegations of Counts I, II and III in their entirety.
2. Plaintiff believes and therefore avers that defendants' conduct as set forth in Count I of this Complaint was intentional and/or willful, wanton and done with reckless disregard for the rights and safety of plaintiff.

WHEREFORE, plaintiff demands punitive damages against defendants, jointly and severally, plus costs, interest and attorneys' fees

COUNT V

1. Plaintiff incorporates herein the allegations of Counts I, II, III and IV in their entirety.

2. Plaintiff believes and therefore avers that defendants have willfully and recklessly failed to investigate the above described conduct of defendants, and that defendants' suppression of evidence substantiating plaintiff's claims of assault set forth herein has further contributed to plaintiff's injuries and damages.

WHEREFORE, plaintiff demands compensatory and punitive damages against defendants, jointly and severally, plus costs, interest and attorneys' fees

COMPLAINCE WITH N.J.S.A. 59:8-8

On or about August 6, 2013, plaintiff, by counsel, timely served defendants with a Tort Claims Act Notice pursuant to N.J.S.A. 59:8-8 (see **Exhibit "A"**).

JURY TRIAL DEMAND

Plaintiff demands trial by jury on all Counts.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25, Bruce G. Cassidy, Esquire is hereby designated as trial counsel for plaintiffs.

DEMAND FOR CERTIFIED ANSWERS TO FORM C

PLEASE TAKE NOTICE that pursuant to Rule 4:17-1, plaintiffs hereby demand Certified Answers to Uniform Interrogatories, **Form C**, in accordance with the time limits prescribed by Rule 4:17-4.

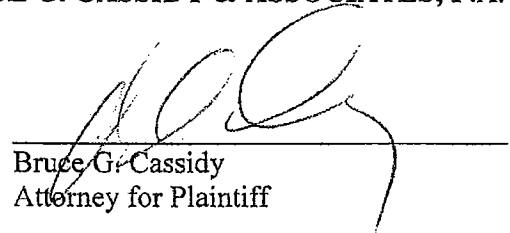
CERTIFICATION PURSUANT TO R. 4:5-1

Pursuant to R.4:5-2, it is hereby stated that the matter in controversy is not the subject of any other action pending in any other Court, or of any other action or arbitration proceeding to the best of my knowledge. Further, other than the parties set forth in this pleading, I know of no other parties that should be joined in the above action. In addition, I recognize the continuing obligation of each party to file and serve on all parties and the Court an amended certification if there is a change on the facts stated in this original certification.

BRUCE G. CASSIDY & ASSOCIATES, P.A.

Dated: March 26, 2014

By:



Bruce G. Cassidy
Attorney for Plaintiff

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is made and entered into by and between on the one hand, Leon Forman, Jr. (a/k/a Leon Carter), ("Plaintiff") on behalf of himself, his heirs, executors, administrators, successors, assigns and any other person which may have an interest in this matter on his behalf (hereinafter referred to as "Plaintiff's Releasers") and the County of Salem, Sheriff Charles M. Miller, Warden Raymond C. Skradzinski, Corrections Officers Brooks, White and DiMauro, Supervisory Personnel at Salem County Correctional Facility ("Defendants") The Salem County Freeholders and any other County employee, agent, insurers, attorneys, representative and their successors and assigns (hereinafter referred to collectively "DEFENDANTS" AND Plaintiff's Releasees"), (collectively, the "Parties").

WHEREAS, Plaintiff alleged personal injury in the matter captioned Leon Forman, Jr. (a/k/a Leon Carter) v County of Salem, Sheriff Charles M. Miller, Warden Raymond C. Skradzinski, Corrections Officers Brooks and White and DiMauro, Corrections Officers John Doe(s), John Doe(s), Supervisory Personnel at Salem County Correctional Facility and John Doe(s), Superior Court of New Jersey, Law Division, Salem County Docket No. L-54-14, referred to as "the lawsuit."

WHEREAS, Defendants have denied and continue to deny that they are liable to Plaintiffs and have denied and continue to deny that they have violated any law, rule, statute or regulation or committed any wrong whatsoever against Plaintiffs; and

WHEREAS, the Parties desire to settle fully and finally all differences between them including, but not limited to, all claims asserted in the Lawsuit, through the Effective Date of this Agreement, including, without limitation, claims raised or which could have been raised in the Lawsuit and/or which relate to the Lawsuit;

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, and to avoid the risk, inconvenience and expense of litigation, and without any admission of fault or liability on the part of any party to this Agreement;

IT IS HEREBY AGREED by and between the Parties as follows:

1. Consideration,

(a) Payment to Plaintiffs. In consideration for the mutual execution of and compliance with the terms of this Agreement, including, but not limited to, the release and waiver of all claims against Defendants, and the settlement and dismissal with prejudice of the Lawsuit (including any claims that were or could have been asserted in the Lawsuit), Defendants, shall issue a settlement payment to Plaintiff payable to "BRUCE G. CASSIDY & ASSOCIATES, P.A. Trust ACCOUNT" in the amount of (\$13,500.00) Thirteen Thousand Five Hundred Dollars. This payment constitutes the "Settlement Payment" for all of Plaintiffs' claims or potential claims against Defendants including, but not limited to, those concerning or relating in any way to the allegations raised in the Lawsuit and/or which could have been raised in the Lawsuit.

(b) Indemnification. If any federal, state or local government, administrative agency or court determines that Defendants and/or Plaintiff are liable for any failure by Plaintiff, or Plaintiff's counsel, to pay federal, state or local income taxes with respect to the payment made under Paragraph 1(a) above, or are liable for any Medicare and/or Medicaid liens related thereto, Plaintiff agrees to reimburse, indemnify, and hold Defendants harmless for any such liability. Plaintiff further agrees to indemnify and hold Defendants harmless for any claim made by any other person or entity relative to Defendants' actions relating to Plaintiff and any claim made or which could have been made in the Lawsuit.

2, Acknowledgements and Full Discharge of Liabilities.

(a) The Parties acknowledge and agree that the consideration and other benefits provided pursuant to this Agreement; (i) are in full discharge of any and all liabilities and obligations they have to one another, monetarily or otherwise and (ii) constitute full and final satisfaction and relief for any claims the Parties have, had, or could have brought against one another in the Lawsuit.

(b) Plaintiff acknowledges and agrees that the Settlement Payment provided pursuant to this Agreement is the subject to their executing this Agreement, and their compliance with their obligations hereunder;

(c) Plaintiff authorizes his counsel to execute a Stipulation of Dismissal with Prejudice of the Lawsuit (the "Stipulation") and to deliver such executed Stipulation to Defendants' counsel contemporaneously with the signed copy of this Agreement. Thereafter, Defendants shall sign this Agreement, and their attorney shall execute the Stipulation. The fully executed Stipulation will be held in escrow and filed with the Court

by Defendants' counsel after the Settlement Payment has been tendered to Plaintiff's counsel. Defendants' Releasees further agree that agency or court assumes jurisdiction of any oilier complaint; claim or action against any of the Defendants on their behalf, they will direct that agency or court to withdraw from or dismiss with prejudice the matter as it relates to Defendants;

(d) Plaintiff and his attorney understands and agrees that Defendants are not obligated to Plaintiff and/or his attorney for attorneys' fees, costs, interest or the like in connection with the Lawsuit except as stated in this Agreement; and

(e) The Parties understand and agree that unless (i) all Parties execute this Agreement, and (ii) the Court enters an Order dismissing the Lawsuit with prejudice, that the settlement described herein is a nullity, this Agreement is rendered void and unenforceable, and any offer by Defendants to Plaintiff is automatically withdrawn.

3. General Release of Claims by Plaintiffs.

(a) In General. In consideration of the terms and promises contained in this Agreement, including the payments and benefits provided to Plaintiff in Paragraph 1 above, Plaintiff irrevocably and unconditionally, releases any and all claims, demands, causes of action, fees and liabilities of any kind whatsoever (based upon any legal or equitable theory, whether contractual, common law, or statutory), known or unknown, against Defendants through the date of Plaintiff's execution of this Agreement. It is understood and agreed that Plaintiff's" release and waiver of claims is for himself and his heirs, executors, administrators, trustees, legal representatives successors and assigns;

(b) Claims Released. Plaintiff understands and agrees that he is releasing all known and unknown claims, promises, causes of action, or similar rights of any type that he may have against Defendants, through the date they executed this Agreement. Plaintiff further understands that these releases and waivers encompass any rights, claims, promises, or causes of action relating to or arising from many different laws (including the common law, statutes and/or regulations) and circumstances, including, but not limited to claims related to or arising any contact or interaction that the Plaintiff had with the Defendants, and all claims filed and which could have been filed in the Lawsuit. This Agreement releases and waives all claims, including those of which Plaintiff was not aware and those not mentioned herein;

(c) Waiver. By virtue of the foregoing, Plaintiffs hereby acknowledges that he cannot benefit monetarily from any claims otherwise released by this Agreement and further agrees that he has waived any right to equitable relief that may have been available to him with respect to any claim or cause of action released herein. Therefore, Plaintiff agrees that he will not accept any award or settlement from any source or proceeding (including, but not limited to, any proceeding brought by any other person or by any governmental agency) with respect to any claim or right waived or released in this Agreement.

4. Confidentiality.

(a) Non-Disclosure. The Parties and their counsel agree to keep the terms and information contained in this Agreement, all of the negotiations leading to it, all of the communications generated pursuant to it, and the implementation hereof completely confidential, including, but without limitation, the amounts set forth as the Settlement Payment (hereinafter, the "Confidential Settlement Information"), unless otherwise required by law. Plaintiffs shall not disclose the Confidential Settlement Information to any person, corporation or entity not a party to this Agreement unless otherwise required by law. This confidentiality

requirement, however, shall not prohibit Plaintiff or Defendants from disclosing the Confidential Settlement Information to their accountants or attorneys, if any, or to tax agencies. Prior to disclosing any Confidential Settlement Information to any individuals and entities, with the exception of tax agencies, the court and government agencies, as set forth above, the Parties agree to inform such individuals and entities that they are also bound by the Confidentiality provisions of this Agreement. Plaintiff represents that he understands that he is responsible, not only for his own unauthorized disclosure, but also for the unauthorized disclosure by anyone to whom he disclose such information. This provision is a material part of this Agreement, and if Plaintiff or any of the aforementioned individuals disclose any of the Confidential Settlement Information to a third party (unless required by law), any non-disclosing Party may seek all remedies available at Law and/or equity, including, without limitation, injunctive relief and/or monetary damages, If Plaintiff or any of the aforementioned individuals disclose any of the Confidential Settlement Information to a third party (unless required by law), the Settlement Payment identified in Paragraph 1 (a) above shall be immediately returned. However, if any of the Parties are asked about the status of the Lawsuit, nothing in this Agreement shall prohibit them from stating only that "the lawsuit is resolved."

In the event that any of the Parties is subpoenaed by any person or entity (including, but not limited to, any governmental agency) to give testimony (in a deposition, court proceeding or otherwise) which in any way relates to the subject matter of the Lawsuit, the subpoenaed Party will give prompt notice of such request to that Party's attorney (or his/her/its successor or designees), who will immediately inform the other Parties' attorneys, and will make no disclosure until the non-subpoenaed Parties have had a reasonable opportunity to contest the right of the requesting person or entity to such disclosure;

The Parties further represent that they have not disclosed the specific written terms and conditions of this Agreement, or any draft form thereof following their Initial receipt and review of this Agreement or any draft form thereof, to any person, organization, affiliate, or other entity other than their respective attorneys. Upon consulting with their attorneys, the Parties shall advise that they are party to an Agreement, the terms of which are not to be disclosed;

The Parties and their counsel shall not engage in any of the following conduct with respect to this Agreement, this settlement, or the Lawsuit and its underlying allegations as they pertain to the Parties: take any affirmative steps to disclose this Agreement in the media, on the internet, in public forums or on social media websites, including, but not limited to, issuing, causing to be issued, or participating or cooperating in the preparation of any press release, or holding or causing to be held any press conferences. If asked about this settlement or the Lawsuit and its underlying allegations, and/or any monetary recovery, the Parties and/or their counsel will respond only that "the case has been settled confidentially and resolved to the mutual satisfaction of the parties" and will not state or imply that any of the Parties admitted any wrongdoing; and

Nothing herein is intended to preclude the Parties or their counsel from providing truthful information to any government, regulatory, or self-regulatory agency or in response to legal process or discovery regular on its face,

(b) No Negative Statements. The Parties agree that they will not jointly or individually make any disparaging statements about, or do anything that damages, another Party's services reputation, officers, employees or financial status in any of its business relationships.

(c) Non-Admission. This Agreement is not intended, and shall not be construed, as an admission that any of the Parties violated any federal, state or local law (statutory or decisional) ordinance or regulation, breached any contract or committed any wrong whatsoever against another Party. None of the Parties purports and will not claim to be a prevailing party to any degree or extent, nor will Ibis Agreement or its firms be admissible in any proceeding other than in a proceeding for breach of the terms contained herein. This Agreement shall also not be deemed an admission by any Party,

5. Breach of this Agreement. Any breach of the provisions of Paragraph 1, 2, 3 or 4 above, shall be considered a material breach of this Agreement. In the event that any Party has committed a material breach of this Agreement, as proven at trial, and due to the difficulties in calculating the damages that might be sustained (directly or indirectly) as a result of such breach, the Parties hereto:

(a) consent to the entry of injunctive relief against the offending Parties, in addition to the offended Parties' rights to pursue any and all of their remedies under the law. The Parties further agree that the offended Parties may obtain injunctive relief without the posting of a bond;

(b) agree that, in the event that any Party(ies) pursues legal remedies for a material breach of this Agreement, the losing Party(ies) at trial agrees to pay and reimburse the prevailing Party(ies) for its attorneys' fees and costs incurred in any such action to enforce its rights under this Agreement;

(c) agree that upon a breach by Plaintiff, the Settlement Payment identified in Paragraph 1 (a) above shall be immediately returned; and

(d) agree that in any action brought in which this Agreement is sought to be

enforced and this Agreement is filed with or otherwise disclosed to the Court, this Agreement and all papers and information referring to this Agreement or its provisions shall be filed under seal,

6. Severability. If at any time, after the date of the execution of this Agreement, any court, agency or other tribunal finds that any provision of this Agreement is illegal, void or unenforceable, that provision will no longer have any force or effect. However, illegality or unenforceability of such provision shall have no effect upon, and shall not impair, the enforceability of any other provision of this Agreement. Further, if a court should determine that any portion of this Agreement is overbroad or unreasonable, the Parties agree that such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overboard or unreasonable. Finally, if any provision of the release language set forth in Paragraph 3 and 4 above is declared illegal or unenforceable by any court of competent jurisdiction, the Parties agree that they cannot obtain a personal recovery against one another, that they will agree to any modifications to that release language to ensure the enforceability of a revised release provision, and that they will not be entitled to any payments or benefits other than the payment and benefits contained in this Agreement

7. Interpretation. Should any provision of this Agreement require interpretation or construction, it is agreed by the Parties that the entity interpreting or construing this Agreement shall not apply a presumption against one party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the document.

8. Governing Law. Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of New Jersey, without regard to conflict of laws principles, and the Parties in any action arising out of this Agreement shall be subject to the

personal jurisdiction and venue the federal and state courts, as applicable, in the State of New Jersey,

9. Changes to the Agreement. This Agreement may not be changed unless the changes are in writing and signed by the Party(ies) against whom enforcement is sought.

10. Entire Agreement. The Parties acknowledge that this Agreement constitutes the complete understanding between them and supersedes any and all agreements, understandings, and discussions, whether written or oral, between them. No other promises or agreements shall be binding unless in writing signed by all Parties after the Effective Date of this Agreement,

11. Acceptance.

(a) Following the review of this Agreement with counsel, the Parties accept and are bound to this Agreement, and the covenants and obligations set forth herein, upon signing it;

(b) This Agreement may be executed in counterparts, each of which shall be deemed an original. It is agreed that in the event this Agreement is executed in one or more counterparts, the Parties shall execute a sufficient number so that each party shall have at least one counterpart bearing an original signature of the other Parties,

12. Voluntary Agreement. The Parties acknowledge that they:

(a) have carefully read this Agreement in its entirety;

(b) have had a reasonable opportunity to consider fully the terms of this Agreement and have knowingly and voluntarily elected to waive that period;

(c) have been and are hereby advised that they should review this Agreement with an attorney of their choice before signing it;

(d) fully understand the significance of all of the terms and conditions of this Agreement and have discussed them with their independent legal counsel or have had a reasonable opportunity to do so;

(e) have had answered to their satisfaction any questions they have asked with regard to the meaning and significance of any of the provisions of this Agreement; and

(f) are signing this Agreement voluntarily and of their own free will and agrees to abide by all the terms and conditions contained herein.

13. Effective Date. This Agreement shall become effective as of the date it is signed by all Parties.

14. Miscellaneous.

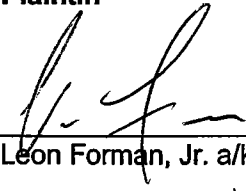
(a) The waiver by any Party of a breach of any provision hereof shall not operate or be construed as a waiver of any other breach by any Party;

(b) The headings and captions in this Agreement are provided for reference and convenience only. They shall not be considered part of the Agreement and shall not be employed in the constitution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and accompanying Stipulation.

4/22/16
Date

Plaintiff


Leon Forman, Jr. a/k/a Leon Carter

STATE OF :
COUNTY OF : SS

On this 22 day of April 2016, before me personally came **Leon Foreman, Jr a/k/a Leon Carter**, to me known and known to me to be the person described and who executed the foregoing Agreement and he duly acknowledged to me that he executed same.

David L Boyd
Notary Public for the
Commonwealth of Virginia
Commission No: 7344195
Expires 11/30/2018


Notary Public

County of Salem VA/USA

04-22-2016
Date

by: _____

Date

Joseph M. DiNicola, Jr, Esquire
Attorney for the Defendants

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and accompanying Stipulation.

Plaintiff

Date

Leon Forman, Jr. a/k/a Leon Carter

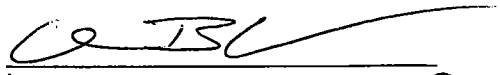
STATE OF :
COUNTY OF : SS

On this _____ day of ____ 2016, before me personally came **Leon Foreman, Jr a/k/a Leon Carter**, to me known and known to me to be the person described and who executed the foregoing Agreement and he duly acknowledged to me that he executed same.

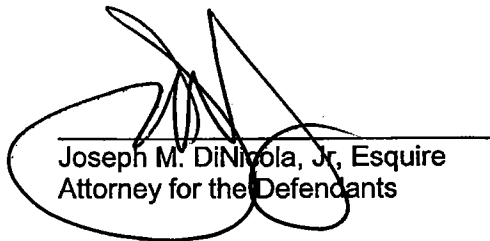
Notary Public

County of Salem

5-6-16
Date


by: Patricia B. Coleman, CFE

5-8-16
Date


Joseph M. DiNicola, Jr, Esquire
Attorney for the Defendants