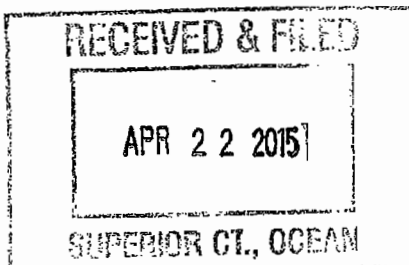


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EARL GALLOWAY,

Plaintiff,

v.

STAFFORD TOWNSHIP; JOHN SPODOFORA, individually and in his official capacity as Mayor of Stafford Township; JOSEPH GIBERSON III, individually and in his official capacity as Chief of the Stafford Township Police Department; PAT POSTS 1-10 and ABC CORP. 1-5 (names being fictitious and unknown),

Defendants.

SUPERIOR COURT OF NEW JERSEY  
OCEAN COUNTY  
LAW DIVISION

DOCKET NO.: OCN-L-

2 1146-15

**COMPLAINT, JURY DEMAND AND DESIGNATION OF TRIAL COUNSEL**

Plaintiff, Earl Galloway ("Plaintiff"), residing in the Township of Stafford, County of Ocean, State of New Jersey, by way of Complaint against Defendants, Stafford Township ("Stafford"), John Spodofora ("Spodofora"), individually and in his official capacity as Mayor of Stafford Township, Joseph Giberson III ("Giberson"), individually and in his official capacity as Chief of the Police Department of Stafford Township, (hereinafter, collectively referred to as "Defendants"), say that:

**PARTIES**

1. At all times relevant hereto, Plaintiff was and is a natural person residing at 296 Bulkhead Avenue, Manahawkin, New Jersey 08050. ✓

2. At all times relevant hereto, Defendant Stafford was and is a township organized pursuant to the laws of the State of New Jersey and situated in Ocean County, with a principal business address of 260 Bay Avenue, Manahawkin, New Jersey.

A

3. At all times relevant hereto, Defendant Spodofora, individually and in his official capacity, was and is the Mayor of Stafford Township with a principal business address of 260 Bay Avenue, Manahawkin, New Jersey.

AF

4. At all times relevant hereto, Defendant Giberson, individually and in his official capacity, was and is employed the Chief of the Police Department ("Police") of Defendant Stafford with a principal business address of 260 Bay Avenue, Manahawkin, New Jersey.

A

5. At all times relevant hereto, the defendants, Pat Posts 1-10 and ABC Corps 1-5 (names being fictitious and unknown) were agents, servants and/or employees of the Defendants Stafford and/or Spodofora and/or Giberson, who were responsible for training and/or supervising the Police and/or who acted on behalf of Defendants.

✓

**FACTS COMMON TO ALL COUNTS**

6. On or about October 11, 2011, Plaintiff read an article in the Press of Atlantic City wherein Spodofora stated he was a Navy SEAL Veteran of the Vietnam War. (A true and accurate copy The Press of Atlantic City article, entitled "Veterans Service opens satellite office in Stafford Township," printed on October 11, 2011, is annexed hereto as Exhibit A).

✓

7. Plaintiff is currently employed at Earle Naval Base, and holds a United States Government Security Clearance.

✓

8. Given Plaintiff's status as a retired Navy Master Chief, he was interested in speaking to Spodofora about their service in the Navy, but he became suspicious of Spodofora's claims based on conflicting information in Spodofora's biography on the Stafford website.

✓

9. Within a few days, Plaintiff contacted the article's author, Donna Weaver, to confirm that Spodofora had actually stated that he was a Navy Seal. ✓

10. Soon thereafter, Plaintiff emailed Spodofora at his Stafford email address stating that he read Spodofora was a Navy SEAL and that he himself was a retired Navy Master Chief and would like to meet and "talk Navy." Plaintiff never received a response. ✓

11. On or about November 7, 2011, in an attempt to verify Spodofora's claim of being a Navy SEAL, Plaintiff called a friend in the Navy for SEAL Verification of Spodofora. ✓

12. On or about November 8, 2011, Plaintiff received an email from the Executive Director of the Underwater Demolition Technician (UDT)/SEAL Association that Spodofora was not in its database. ✓

13. On or about November 7, 2011, Plaintiff contacted VeriSEAL (Navy SEAL Verification Project) to confirm Spodofora's status. Plaintiff was advised that there was no record of Spodofora completing the Basic Underwater Demolition/SEAL (BUD/S) course. ✓

14. A few months later, Plaintiff became aware of an individual, Martha Kremer, publicly calling Spodofora's military record into question. (A true and accurate copy The Press of Atlantic City article, entitled "Stafford Mayor denies exaggerating Vietnam War military services," posted online on March 20, 2012, is annexed hereto as **Exhibit B**). ✓

15. In or around March 2012, Plaintiff contacted retired Navy SEAL Senior Chief Don Shipley, who maintains the UDT/SEAL database. Senior Chief Shipley advised that he would contact Spodofora to discuss the matter. ✓

16. Despite questioning Spodofora's claimed military record, Plaintiff never made his concerns public, and in fact supported Spodofora and attempted to diffuse the situation that had arisen between Spodofora and Martha Kremer in March of 2012. ✓

17. On or about March 20, 2012, Plaintiff sent an email to Spodofora identifying himself and his military history, and asking to speak to Spodofora regarding his representations of being a Navy SEAL. ✓

18. On the same date, Spodofora and Plaintiff had a telephone conversation where Spodofora admitted that he made a mistake characterizing himself as a Navy SEAL. In response, Plaintiff merely asked that at the council meeting the following day, Spodofora admit that he was not a Navy SEAL and was not in Vietnam and apologize to Martha Kremer for the public criticism she had been receiving. ✓

19. Spodofora agreed, and at the council meeting on March 21, 2012, Spodofora delivered an apology and admitted his errors. Plaintiff considered the matter resolved and he and Spodofora had cordial communications thereafter. (A true and accurate copy an Associated Press article, entitled "GOP club backs Stafford mayor who lied about Vietnam services," printed online on NJ.com on March 27, 2012, is annexed hereto as **Exhibit C**). ✓

20. At a council meeting on or about September 4, 2012, during the mayoral election in which Spodofora was seeking reelection, Ernie Boerner, a Korean War veteran and member of the American Legion Post 511, addressed the council and announced that Spodofora was awarded a Navy Expeditionary Medal implying this medal affirmed Spodofora's claims of being in Vietnam and a Navy SEAL. ✓

21. At some time after the meeting, Ernie Boerner advised Martha Kremer that he was given talking points by Spodofora before the meeting and had no independent knowledge about Spodofora's military records or the meaning of the Navy Expeditionary Medal. ✓

22. Plaintiff attempted to contact Spodofora via telephone and email, to no avail. ✓

23. On or about September 16, 2012, Plaintiff sent an email to the editor of the ✓

Sandpaper newspaper refuting the claims made by Ernie Boerner at the council meeting and detailing how they were misleading to the public.

24. On or about October 2, 2012, Plaintiff addressed the public at a council meeting challenging Mr. Boerner's representations regarding the significance and meaning of Spodofora's medal. ✓

25. In or around October 2012, Plaintiff attended an Ocean Acres Civic Association meeting wherein he was aggressively confronted by Council Candidate Sharon McKenna and Councilman Stephen Fessler and told that he did not know what he was talking about in regard to Spodofora's military service. ✓

26. At the same meeting, Plaintiff asked Spodofora why he requested and permitted Ernie Boerner to reassert Spodofora's claims regarding the Navy Expeditionary Medal, to which Spodofora responded by saying that he has a top secret clearance and knows what he can and cannot talk about publicly. ✓

27. On October 19, 2012, Plaintiff was interviewed by a reporter for the Asbury Park Press, Michelle Glidden, who advised Plaintiff that Spodofora told her that he was discussing filing a lawsuit against Plaintiff for slander, defamation of character and libel. ✓

28. Glidden also advised Plaintiff that Spodofora told her that U.S. Congressman Jon Runyan had to get special access in order to view Spodofora's military records. ✓

29. Plaintiff contacted Congressman Runyan's Military Liason and was advised that Congressman Runyan did not have to get special access, but rather that Spodofora called the office to have his records updated to reflect a Navy Expeditionary Medal that was missing from his record. ✓

30. Following these encounters, Plaintiff began to investigate other claims made by ✓

Spodofora, including the length of Spodofora's residency in Stafford, biographical information contained in Spodofora's Stafford School Hall of Fame biography, and his claims to be the co-founder of RONJON's Surf Shop.

31. By utilizing publicly available information, Plaintiff learned that Spodofora's length of residency in his Stafford website profile was exaggerated.

32. By utilizing publicly available information, Plaintiff further learned that Spodofora's biographical information referencing being awarded the Vietnam War Medal of Valor was misleading, as this was not an official medal bestowed by the United States Government, but rather a recognition medal given by the Safari Club International ("SCI") to all members in attendance at the SCI Convention in 2008 who served in the military during the Vietnam Era.

33. By utilizing publicly available information, Plaintiff further learned that Spodofora had no affiliation with RONJON Surf Shop.

34. In or around January of 2014, based upon the discovery of all of Spodofora's exaggerations and fabrications, Plaintiff created a "spoof" Facebook page under the name "Spodophony," wherein Plaintiff posted accurate information to correct the exaggerations and fabrications, perpetuated by Spodofora.

35. In or around March of 2014, Plaintiff's "Spodophony" Facebook page was reported to and deleted by Facebook.

36. In or around October 2014, Plaintiff was informed by an assigned command investigator for the Commanding Officer of Naval Weapons Station Earle for the United States Navy, with whom Plaintiff is employed as a United States Navy civilian employee, that Spodofora filed a charge of identify theft against Plaintiff with the local authorities for the

“Spodophony” Facebook page and that he was being investigated by the Navy for misuse of a government computer.

37. Plaintiff learned through the assigned Command Investigator that the Stafford Police investigation into him had been closed as there was insufficient evidence to support Spodofora’s complaint of identity theft. ✓

38. In or around January of 2015, Plaintiff applied for membership to the Stafford GOP Club (the “Club”). Following a meeting of the Club, Plaintiff was informed by the Club President that Spodofora demanded Plaintiff’s application be rejected. Plaintiff was also told by Club Officer Richard Carlson that Spodofora said “you’re dead to me” if Carlson voted to accept Plaintiff’s application. ✓

39. Plaintiff was further informed by multiple Club members that Spodofora, Councilmembers Fessler, Sharon McKenna, and Robert Kusznikow, and Council candidate Peter Slomkowski were calling Club members and telling them to vote against Plaintiff’s application to join the Club. ✓

40. In or around February of 2015, Plaintiff was voted in as a member of the Club despite determined efforts by Spodofora to block his application. During the Club meeting, Plaintiff was falsely accused by Joan Williams, a friend of Spodofora, of placing posters at a Club fundraiser that depicted Spodofora in a negative light, in addition to multiple character attacks by Spodofora’s allies. (A true and accurate copy the Asbury Park Press article, entitled “Stafford mayor’s ‘stolen valor’ problem,” posted online on February 14, 2015, is annexed hereto as **Exhibit D**). ✓

41. On or about March 3, 2014, Plaintiff had a conversation with Erik Larsen of the Asbury Park Press. Mr. Larsen sent Plaintiff a copy of the Stafford Police Investigation Report ✓

(the "Report") in regard to the allegations made by Spodofora against Plaintiff. (A true and accurate copy the Stafford Police Investigation Report is annexed hereto as **Exhibit E**).

42. On or about March 4, 2015, Plaintiff was contacted by Larsen and was advised that he had interviewed Spodofora for an article he was writing and that Spodofora told Larsen that he was provided with a copy of the entire Stafford Police investigation file by Giberson.

43. On or about March 6, 2015, a front page story in the Asbury Park Press was published regarding Spodofora's use of the Stafford Police to intimidate and retaliate against his personal enemies. The article specifically highlighted the investigation of Plaintiff. (A true and accurate copy the Asbury Park Press article, entitled "Stafford mayor uses police to launch inquiry of nemesis," posted online on March 6, 2015, is annexed hereto as **Exhibit F**).

44. In response to an Open Public Records Act ("OPRA") request on February 25, 2015 by the Asbury Park Press to the Stafford Police, the Asbury Park Press was provided with an un-redacted copy of the Investigation Report, which included Plaintiff's address, phone number, date of birth and social security number. OPRA, N.J.S.A. 47:1A-5(a), specifically directs public agencies to redact certain personal identifiers, such as social security numbers. (A true and accurate copy of the letter from Stafford Township's attorney, Jerry J. Dasti, Esq. to Erik Larsen, dated February 25, 2015 in response to Larsen's OPRA request is annexed hereto as **Exhibit G**).

45. In its front page article, the Asbury Park Press published the un-redacted Report, exposing all of Plaintiff's personal, confidential information.

46. On or about March 10, 2015, at a Council meeting, Giberson stated that the investigation record was provided to Spodofora so that Spodofora could pursue further charges against Plaintiff in violation of OPRA, N.J.S.A. 47:1A-1.1 and 5(a).



47. At the same Council meeting, Spodofora publicly accused Plaintiff of hacking into his child's computer and stealing files. ✓

48. On or about March 20, 2015, Plaintiff learned that Spodofora had requested a police presence at the next Stafford GOP Club meeting scheduled for March 23, 2015 for the purpose of endorsing a slate of GOP candidates running for office in the next election in Stafford. ✓

49. As a result of Spodofora's past and present retaliation against Plaintiff and abuse of his power as Mayor and use of the Stafford Police as his personal agents, Plaintiff was deterred from attending the March 23, 2015 GOP Club meeting and continues to be deterred from attending such political meetings and/or events. ✓

50. Although Spodofora has previously said that he was acting as a private citizen and not as mayor when he made the complaint to police on June 3, 2014, Spodofora met with Giberson and Detective Drew G. Smith in the mayor's office on the second floor of the municipal complex to initiate the complaint. ✓

51. As a result of Spodofora's unfounded allegations against Plaintiff and his misuse of the Stafford Police to perpetrate a personal vendetta against Plaintiff, Plaintiff has been under investigation at his employment, has been caused to fear the loss of his Security Clearance due to the criminal investigation and publication of his personal information negatively impacting on his ongoing employment and opportunity for promotion, has been caused to become susceptible to identity theft requiring him to incur the cost and expense of protective measures, has been publically and wrongfully accused of unlawful conduct without any reasonable basis, and has been prevented from expressing himself freely in the public square. ✓

CERTAIN VIOLATIONS OF PLAINTIFF'S CIVIL RIGHTS

52. Plaintiff's employment at Earle Naval Base requires that he hold and maintain confidential security clearance from the United States Government. ✓

53. Defendants' actions, as described herein, in initiating a baseless police investigation, contacting Plaintiff's employer, and disclosing Plaintiff's personal information, including social security number, to the public at large has jeopardized his current employment, where an investigation against him was initiated. ✓

54. Any prospective employment in Plaintiff's field would require a new background check and issuance of a new confidential security clearance. ✓

55. Defendants' actions, as detailed herein, in initiating a baseless police investigation, contacting Plaintiff's employment, and disclosing Plaintiff's personal information, including social security number, to the public at large has jeopardized Plaintiff's chances of securing new employment, as a simple Google search will reveal his personal information and baseless accusations against him which negatively impact his ability to gain security clearance necessary for such employment. ✓

56. The release and publication of Plaintiff's personal identifiers, including his address, social security number, birth date, and place of employment, has jeopardized the security of his identity, as well as his physical security due to the direct threats of violence against United States military personnel. ✓

57. Defendants' actions, as detailed herein, have significantly curtailed Plaintiff's rights and his ability and desire to engage in public discourse and the political process. ✓

58. The retaliation suffered by Plaintiff for his truthful statements against public officials has caused Plaintiff to fear expressing his opinion in any online or public forum or engaging in the political process through involvement with political organizations, clubs, etc.

✓

**COUNT ONE**  
**(New Jersey Civil Rights Act, N.J.S.A. 10:6-2)**

59. Plaintiff repeats and restates each of the allegations contained in the previous paragraphs as if set forth at length herein.

✓

60. The New Jersey Civil Rights Act, N.J.S.A. 10:6-2, provides, in pertinent part, that “[a]ny person who has been deprived of any substantive due process or equal protection rights, privileges or immunities secured by the Constitution or laws of the United States, or any substantive rights, privileges or immunities secured by the Constitution or laws of this State, ... by a person acting under color of law, may bring a civil action for damages and for injunctive relief or other appropriate relief.”

✓

61. Defendants, acting under color of law, as detailed above, did intentionally and willfully violate Plaintiff’s constitutional right to free speech, Article 1, ¶ 6, under the New Jersey Constitution, contrary to the provisions of the New Jersey Constitution and the New Jersey Civil Rights Act.

D

62. Defendants, acting under color of law, as detailed above, did intentionally and willfully violate Plaintiff’s constitutional right to freely assemble and to make his opinions known to his representatives, Article 1, ¶ 18, under the New Jersey Constitution, contrary to the provisions of the New Jersey Constitution and the New Jersey Civil Rights Act.

D

63. Defendants, acting under color of law, as detailed above, did intentionally and willfully violate Plaintiff’s constitutional right to liberty, property and to pursue and obtain safety and happiness, Article 1, ¶ 1, under the New Jersey Constitution, contrary to the provisions of

D

the New Jersey Constitution and the New Jersey Civil Rights Act.

64. Defendants, acting under color of law, as detailed above, did intentionally and willfully violate Plaintiff's constitutional right to privacy, Article 1, ¶¶ 1 and 7, under the New Jersey Constitution, contrary to the provisions of the New Jersey Constitution and the New Jersey Civil Rights Act.

**WHEREFORE**, Plaintiff demands judgment against Defendants, jointly and severally, as follows:

- a. Declaring that Defendants violated the New Jersey Civil Rights Act, N.J.S.A. 10:6-2, by depriving Plaintiff of the rights, privileges or immunities secured by the Constitution or laws of this State;
- b. Full compensation for all economic harm cause by Defendants' conduct;
- c. Compensatory damages for emotional and physical harm;
- d. Punitive damages;
- e. Prejudgment interests;
- f. Attorneys fees and costs of suit, enhanced by the Court as appropriate; and
- g. For such further relief which the Court may deem just and proper.

**COUNT TWO**  
**(OPRA Violation)**

65. Plaintiff repeats and restates each of the allegations contained in the previous paragraphs as if set forth at length herein.

66. The Open Public Records Act, N.J.S.A. 47:1A-5(a), specifically directs public authorities to redact certain personal identifiers, such as social security numbers.

67. The Open Public Records Act, N.J.S.A. 47:1A-5(a), specifically excludes criminal investigation records from disclosure.

68. Accordingly, Defendants violated OPRA by providing a full and complete copy

of Plaintiff's criminal investigation records to Spodofora for his personal use and for failing to redact personal identifiers within the investigation report, including, but not limited to, Plaintiff's social security number, that was provided to the Asbury Park Press in response to an OPRA request.

**WHEREFORE**, Plaintiff demands judgment against Defendants, jointly and severally, as follows:

- a. Declaring that Defendants violated the Open Public Records Act, N.J.S.A. 47:1A-1 et seq., by disclosing the full contents of Plaintiff's criminal investigation record and failing to redact Plaintiff's personal identifiers;
- b. Full compensation for all economic harm cause by Defendants' conduct;
- c. Compensatory damages for emotional and physical harm;
- d. Punitive damages;
- e. Prejudgment interests;
- f. Attorneys fees and costs of suit, enhanced by the Court as appropriate pursuant to N.J.S.A. 47:1A-6; and
- g. For such further relief which the Court may deem just and proper.

**COUNT THREE**

**(Defamation – Defendant Spodofora, Individually)**

69. Plaintiff repeats and restates each of the allegations contained in the previous paragraphs as if set forth at length herein. ✓

70. The aforesaid willfully false statements made by Spodofora constitute defamation and defamation *per se* and were intended to and did injure Plaintiff. D

71. As a direct and proximate result of the conduct on the part of Spodofora, Plaintiff suffered mental and emotional stress, including anxiety about the future, his ability to engage in D

his community and in politics and his ability to remain employed, loss of ordinary pleasures of everyday life, as well as psychological and emotional trauma which has resulted and/or will result in additional emotional and/or psychological difficulties.

**WHEREFORE**, the Plaintiff hereby demands judgment against Defendant Spodofora,  
for:

- a. Full compensation for all economic harm cause by Defendant Spodofora's conduct;
- b. Compensatory damages for emotional and physical harm;
- c. Punitive damages;
- d. Prejudgment interests;
- e. Attorneys fees and costs of suit, enhanced by the Court as appropriate; and
- f. For such further relief which the Court may deem just and proper.

**ANSELL GRIMM & AARON**  
*Attorneys for Plaintiff*

By: \_\_\_\_\_

  
JOSHUA S. BAUCHNER, ESQ.  
MICHAEL H. ANSELL, ESQ.

Dated: April 21, 2015

**DESIGNATION OF TRIAL COUNSEL**

Please take notice that pursuant to R.4:25-4, Joshua S. Bauchner, Esq. and Michael H Ansell, Esq., of Ansell Grimm & Aaron, is hereby designated as trial counsel in the within matter.

**JURY DEMAND**

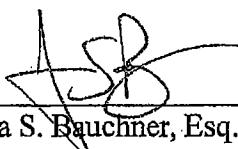
Plaintiffs hereby demand a trial by jury in the above entitled cause of action.

**CERTIFICATION PURSUANT TO RULE 1:38-7(c)**

I hereby certify that confidential personal identifiers have been redacted from documents now submitted to the Court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(c).

**CERTIFICATION PURSUANT TO RULE 4:5-1**

Pursuant to R.4:5-1, the matter in controversy is not the subject of any other action pending in any Court or arbitration proceedings, and Plaintiffs do not contemplate any other action or arbitration proceedings.

By:  \_\_\_\_\_  
Joshua S. Bauchner, Esq.

Dated: April 21, 2015

## MUTUAL RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated <sup>JUNE</sup> ~~May~~ 13, 2016, is given by and to EARL GALLOWAY, referred to as "Plaintiff," to and by STAFFORD TOWNSHIP, JOHN SPODOFORA, AND JOSEPH GIBERSON III; and their agents and employees, referred to as "Defendants."

1. **PLAINTIFF'S RELEASE.** Plaintiff releases and gives up any and all claims and rights which Plaintiff may have against Defendants. This releases any and all claims arising out of Federal or State law, including those of which Plaintiff is not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now, and to future claims as described below. Plaintiff specifically releases all claims from personal injuries, both physical and emotional, and all other losses and damages, including punitive damages, allegedly arising from acts or omissions by STAFFORD TOWNSHIP, JOHN SPODOFORA, AND JOSEPH GIBERSON III; and their agents, attorneys and employees, for the events detailed in Plaintiff's complaint entitled GALLOWAY v. STAFFORD TOWNSHIP, Civil Action Docket No. OCN-L-1146-15, and any and all claims for personal injuries and all other damages and losses, including punitive damages, alleged in the future as a result of the acts or omissions of STAFFORD TOWNSHIP, JOHN SPODOFORA, AND JOSEPH GIBERSON III; alleged in GALLOWAY v. STAFFORD TOWNSHIP, Civil Action Docket No. OCN-L-1146-15.

Plaintiff further understands and agrees that by executing this Release and accepting the money paid by him, Plaintiff acknowledges that he has received fair, just, and adequate consideration for any and all claims, and Plaintiff further understands and agrees that by executing this Release and accepting the money paid by Defendants, Plaintiff has forever remised, released,



discharged, and given up any and all claims that Plaintiff or others might have against Defendants, their agents, attorneys and employees arising from or alleged to arise from any acts or omissions by **STAFFORD TOWNSHIP, JOHN SPODOFORA, AND JOSEPH GIBERSON III**, and their agents, attorneys and employees as described above. Plaintiff further understands and agrees that if any claims are made at any time in the future by him, directly or indirectly, individually or as his heirs and/or survivors, or by some person in a representative capacity, for pecuniary losses, injuries or damages arising from the current action against Defendants, that Defendants shall be entitled to be indemnified by **EARL GALLOWAY**, his 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 suit together with any sum paid by way of judgment, settlement, or otherwise on account of those claims.

**It is further understood and agreed that the payment of the money being paid pursuant to this Release is in full accord and satisfaction, and in compromise of, any and all disputed claims, and that the payment of the money is not an admission of liability on the part of any of the named defendants but is made for the sole purpose of terminating the litigation between the parties.**

In the event Plaintiff has received or shall receive any monies from any person who hereafter seeks to recover the monies from Defendants by way of a claim or action of any type, including but not limited to subrogation actions and claims and actions or claims for contribution and/or indemnification, Plaintiff shall indemnify and hold Defendants harmless from and against any judgment entered against Defendants or any payment made by Defendants in connection

therewith, and also for any money spent in defending against such claims including, but not limited to, attorney's fees, costs of suit, judgment, or settlement by Defendants.

To the extent permitted by law the Plaintiff hereby agrees to keep confidential the facts, terms and conditions of this Release including all terms and provisions thereof, with the exception of disclosure to Plaintiff's wife, attorneys, accountants. The Plaintiff further agrees and acknowledges that this settlement is a confidential matter. The undersigned acknowledges that if requested pursuant to the Open Public Records Act or pursuant to the common law of the State of New Jersey, the Defendants will be obligated to release information concerning this release. Plaintiff agrees that if contacted by members of the press and/or news media he will indicate only that the matter was a good and fair settlement. Plaintiff agrees that he will cease and desist from any more discussion concerning any and all issues raised in this litigation with any person, including the press and/or news media.

2. **DEFENDANTS' RELEASE.** Defendants release and give up any and all claims and rights which Defendants may have against Plaintiff. This releases any and all claims arising out of Federal or State law, including those of which Defendants are not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now, and to future claims as described below. Defendants specifically release all claims from personal injuries, both physical and emotional, and all other losses and damages, including punitive damages, allegedly arising from acts or omissions by **EARL GALLOWAY**; and his agents, attorneys and family members, for the events detailed in the pleadings filed in the matter entitled **GALLOWAY v. STAFFORD TOWNSHIP**, Civil Action Docket No. **OCN-L-1146-15**, and any and all claims for personal injuries and all other damages and

losses, including punitive damages, alleged in the future as a result of the acts or omissions of **EARL GALLOWAY** as set forth in the pleadings in **GALLOWAY v. STAFFORD TOWNSHIP**, Civil Action Docket No. **OCN-L-1146-15**.

Defendants further understand and agree that by executing this Release and accepting the representations and promises made by the Plaintiff, Defendants acknowledge that they are satisfied that the matter has been settled fairly, justly, and on adequate terms and conditions for any and all claims, and Defendants further understand and agree that by executing this Release they have forever remised, released, discharged, and given up any and all claims that Defendants or others might have against Plaintiff arising from or alleged to arise from any acts or omissions by **EARL GALLOWAY**, and his agents and family members as described above. Defendants further understand and agree that if any claims are made at any time in the future by them, directly or indirectly, individually or as their heirs and/or survivors, or by some person in a representative capacity, for pecuniary losses, injuries or damages arising from the current action against Plaintiff, that Plaintiff shall be entitled to be indemnified by **STAFFORD TOWNSHIP, JOHN SPODOFORA, AND JOSEPH GIBERSON III**, their 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 suit together with any sum paid by way of judgment, settlement, or otherwise on account of those claims.

**It is further understood and agreed that the representations and promises made by the Plaintiff pursuant to this Release are in full accord and satisfaction, and in compromise of, any and all disputed claims, and that the making of these representations and promises is**

**not an admission of liability on the part of the Plaintiff but is made for the sole purpose of terminating the litigation between the parties.**

To the extent permitted by law the Defendants hereby agree to keep confidential the facts, terms and conditions of this Release including all terms and provisions thereof. The Defendants further agree and acknowledge that this settlement is a confidential matter. The undersigned acknowledges that if requested pursuant to the Open Public Records Act or pursuant to the common law of the State of New Jersey, the defendants will be obligated to release information concerning this release. Defendants agree that if contacted by members of the press and/or news media they will indicate only that the matter was a good and fair settlement. Defendants agree that they will cease and desist from any more discussion concerning any and all issues raised in this litigation with any person, including the press and/or news media.

3. The Parties further promise and agree that they will not file, re-file, appeal, initiate or cause to be filed or initiated any claim, suit or other proceeding based upon, arising out of, or related to any claims or facts subsumed within this Release, nor shall they solicit, encourage, participate, assist or cooperate in any claim against any of the parties to this Agreement, whether before a court, administrative agency or any other tribunal, unless required to do so by law.

4. **MUTUAL NON-DISPARAGING AGREEMENT.** The parties agree that they will cease and desist from making any disparaging comments about each other.

5. **PLAINTIFF'S LIENS.** Plaintiff hereby certifies that if there are any liens against the proceeds of this settlement, they will be paid in full or compromised and released by him out of and from the amount stated in paragraph 7, below. If any liens exist which are not satisfied as required by this Agreement and a claim is made or an action filed against Defendants by anyone to

enforce such liens, Plaintiff agrees that he will immediately pay such liens in full. This is intended to include all liens, including but not limited to attorney's liens, liens in favor of hospitals and other medical providers, liens in favor of health and other insurers, Medicare and Medicaid liens, worker's compensation liens, all statutory or common law liens, and judgment liens. Plaintiff's attorney has investigated the existence of such liens, and Plaintiff is making this statement based upon information known to him and/or supplied to him by his attorney. Therefore, Plaintiff agrees to indemnify and hold Defendants harmless from and against any and all claims made against Defendants by reason of any liens against the proceeds of this settlement.

**6. WARRANTY AS TO MEDICARE INVOLVEMENT.** Plaintiff understands and acknowledges that the Medicare, Medicaid and SCHIP Extension Act of 2007 requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within thirty months of the settlement. In further consideration of the settlement agreement agreed to herein, Plaintiff warrants and represents to Defendants that he has not obtained any treatment for which Medicare/Medicaid has made any conditional payments for any medical expense or prescription expense on his behalf.

**7. ATTORNEY'S FEES.** Each party shall bear his or her own attorney's fees and costs arising from this action and in connection with the Complaint, the Release, and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters. Plaintiff shall be totally responsible for any attorney's liens arising out of representation of him by any attorney which may have been or will be asserted in connection with this claim or related matters.

8. **PAYMENT.** Within thirty (30) days of execution of this Release, Plaintiff will be paid a total of **THIRTY-FOUR THOUSAND DOLLARS (\$34,000.00)** in full payment for making this Release. The funds are to be paid on behalf of the defendants, **STAFFORD TOWNSHIP, JOHN SPODOFORA, AND JOSEPH GIBERSON III.** The funds shall be made via check payable to “Ansell Grimm & Aaron, P.C. Trust Account” and shall be delivered to Michael H. Ansell, Esq., at the following address:

Ansell Grimm & Aaron, P.C.  
365 Rifle Camp Road  
Woodland Park, NJ 07434

Plaintiff agrees that he will not seek anything further, including any other payment, from Defendants or Defendants’ agents and employees.

9. **DESTRUCTION OF DOCUMENTS.** Defendant John Spodofora agrees that he will destroy any documents arising out of the investigation of Plaintiff by the Stafford Township Police Department which he may possess.

10. **WHO IS BOUND.** Plaintiff and Defendants are bound by this release. Plaintiff and Defendants specifically understand and agree that all of the terms and conditions of the Release are for the benefit of and are binding upon them, individually and anyone else who succeeds to their rights and responsibilities. This Release is made for the benefit of all parties and for the benefit of all who succeed to the rights and responsibilities of all of the parties.

11. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** The parties signing this Release represent and warrant that they have the sole right and exclusive authority to execute this Settlement Agreement and Release.

12. **REPRESENTATION OF COMPREHENSION OF DOCUMENT.** In entering into this Release, the parties represent that they have relied upon the legal advice of their attorneys, and that they have read this Release in its entirety, and that the terms of this Release have been explained to them by their attorneys, and that these terms are fully understood and voluntarily accepted by them.

13. **GOVERNING LAW.** This Release shall be construed and interpreted in accordance with the laws of the State of New Jersey.

14. **ADDITIONAL DOCUMENTS.** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all action which may be necessary or appropriate to give full force and effect to the terms and intent of this Release.

15. This Settlement Agreement may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on that part of each of the undersigned.

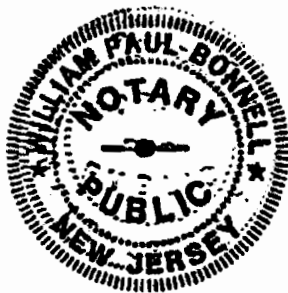
  
EARL GALLOWAY

30 May 2016  
Date

STATE OF NEW JERSEY  
COUNTY OF

I certify that on May 30<sup>th</sup>, 2016, Earl Galloway, came before me and acknowledge under oath, to my satisfaction, that he has the power and authority to execute this release and to bind himself, his heirs and assigns and that he personally signed this document, and that he voluntarily signed, sealed, and delivered this document as his act or deed, without coercion or undue influence by any other person(s).

  
Notary Public



Bernadette M. Park  
CLERK OF STAFFORD TOWNSHIP

June 13, 2016  
Date

STATE OF NEW JERSEY  
COUNTY OF

I certify that on June 13, 2016, the Clerk of Stafford Township, came before me and acknowledge under oath, to my satisfaction, that he has the power and authority to execute this release and to bind himself, his heirs and assigns and that he personally signed this document, and that he voluntarily signed, sealed, and delivered this document as his act or deed, without coercion or undue influence by any other person(s).

Vicki M. Furmanek  
Notary Public of New Jersey  
My Commission Expires Nov. 17, 2020  
I.D. # 2337250

Vicki M. Furmanek  
Notary Public

John Spodofora  
JOHN SPODOFORA

6/9/2016  
Date

STATE OF NEW JERSEY  
COUNTY OF

**NINA MULLIN**  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES OCTOBER 10, 2017  
I.D. NO. 2170842

I certify that on June 9, 2016, John Spodofora, came before me and acknowledge under oath, to my satisfaction, that he has the power and authority to execute this release and to bind himself, his heirs and assigns and that he personally signed this document, and that he voluntarily signed, sealed, and delivered this document as his act or deed, without coercion or undue influence by any other person(s).

Joseph H. Giberson III  
JOSEPH GIBERSON, III

Nina Mullin  
Notary Public  
6/9/2016  
Date

STATE OF NEW JERSEY  
COUNTY OF OCEAN



I certify that on June 9, 2016, Joseph Giberson, III, came before me and acknowledge under oath, to my satisfaction, that he has the power and authority to execute this release and to bind himself, his heirs and assigns and that he personally signed this document, and that he voluntarily signed, sealed, and delivered this document as his act or deed, without coercion or undue influence by any other person(s).

  
Notary Public

**NINA MULLIN  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES OCTOBER 10, 2017  
I.D. NO. 2170642**