

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

MICHAEL ALAN EWING :
 :
 :
 v. :
 :
 CUMBERLAND COUNTY :
 and :
 CUMBERLAND COUNTY :
 DEPARTMENT OF CORRECTIONS :
 and :
 LIEUTENANT DALE SCIORE :
 and :
 SERGEANT CLINT CIANGAGLINI :
 and :
 SERGEANT BRAD PIERCE :
 and :
 CORRECTIONAL OFFICER :
 EDWIN PRATTS :
 and :
 CORRECTIONAL OFFICER :
 KEVIN STILL :
 and :
 CORRECTIONAL OFFICER :
 JOSHUA L. MINGUELA :
 and :
 CORRECTIONAL OFFICER :
 DREW FORD :
 and :
 CORRECTIONAL OFFICER :
 JOHN FAZZOLARI :
 and :
 CORRECTIONAL OFFICER MILLER :
 and :
 CORRECTIONAL OFFICER :
 MARVIN CHURCH :
 and :
 VINELAND TOWNSHIP :
 and :
 VINELAND POLICE DEPARTMENT :
 and :
 POLICE OFFICER JAMES DAY :
 and :
 POLICE OFFICER STEVEN HOUBARY :

JURY TRIAL DEMANDED

No. 1:09-cv-05432

AMENDED COMPLAINT

Plaintiff, Michael Alan Ewing ("Mr. Ewing"), by and through his attorneys, Cozen O'Connor, hereby asserts the following Amended Complaint against defendants, Cumberland County Correctional Lieutenant Dale Sciore, Cumberland County Correctional Sergeant Clint Ciangaglini, Cumberland County Correctional Sergeant Brad Pierce, Cumberland County Correctional Officers Edwin Pratts, Kevin Still, Joshua L. Minguela, Drew Ford, John Fazzolari, Marvin Church, Correctional Officer Miller (collectively "correctional officer defendants"), Cumberland County Department Of Corrections ("CCDOC"), Cumberland County ("Cumberland County"), and Vineland Township, the Vineland Police Department, Vineland Police Officer James Day and Vineland Police Officer Steven Houbary (collectively "Vineland defendants") (collectively "defendants"), as follows:

Parties

1. Plaintiff is and was at all material times a resident of Philadelphia, Pennsylvania.
2. Defendant Cumberland County is a Municipality of the State of New Jersey and owns, operates, manages, directs and controls the CCDOC, which employed the correctional officer defendants.
3. Defendant CCDOC is a municipal agency within Cumberland County and at all times relevant hereto employed the correctional officer defendants.
4. Defendant Cumberland County Correctional Lieutenant Dale Sciore was at all times relevant to this action an officer of the CCDOC. He is being sued in his individual capacity as a correctional officer for the CCDOC and Cumberland County.
5. Defendant Cumberland County Correctional Sergeant Clint Ciangaglini was at all times relevant to this action an officer of the CCDOC. He is being sued in his individual capacity as a correctional officer for the CCDOC and Cumberland County.

6. Defendant Cumberland County Correctional Sergeant Brad Pierce was at all times relevant to this action an officer of the CCDOC. He is being sued in his individual capacity as a correctional officer for the CCDOC and Cumberland County.

7. Defendant Cumberland County Correctional Officer Edwin Pratts was at all times relevant to this action an officer of the CCDOC. He is being sued in his individual capacity as a correctional officer for the CCDOC and Cumberland County.

8. Defendant Cumberland County Correctional Officer Kevin Still was at all times relevant to this action an officer of the CCDOC. He is being sued in his individual capacity as a correctional officer for the CCDOC and Cumberland County.

9. Defendant Cumberland County Correctional Officer Joshua L. Minguela was at all times relevant to this action an officer of the CCDOC. He is being sued in his individual capacity as a correctional officer for the CCDOC and Cumberland County.

10. Defendant Cumberland County Correctional Officer Drew Ford was at all times relevant to this action an officer of the CCDOC. He is being sued in his individual capacity as a correctional officer for the CCDOC and Cumberland County.

11. Defendant Cumberland County Correctional Officer John Fazzolari was at all times relevant to this action an officer of the CCDOC. He is being sued in his individual capacity as a correctional officer for the CCDOC and Cumberland County.

12. Defendant Cumberland County Correctional Officer Marvin Church was at all times relevant to this action an officer of the CCDOC. He is being sued in his individual capacity as a correctional officer for the CCDOC and Cumberland County.

13. Defendant Cumberland County Correctional Officer Miller was at all times relevant to this action an officer of the CCDOC. He is being sued in his individual capacity as a correctional officer for the CCDOC and Cumberland County.

14. Defendant Vineland Township is a Municipality of the State of New Jersey and owns, operates, manages, directs and controls the Vineland Police Department, which employed defendant police officer James Day and defendant police officer Steven Houbary.

15. Defendant Vineland Police Department is a municipal agency within Vineland Township and at all times relevant hereto employed defendant police officer James Day and defendant police officer Steven Houbary.

16. Defendant police officer James Day was at all times relevant to this action an officer of the Vineland Police Department. He is being sued in his individual capacity as a correctional officer for the Vineland Police Department.

17. Defendant police officer Steven Houbary was at all times relevant to this action an officer of the Vineland Police Department. He is being sued in his individual capacity as a correctional officer for the Vineland Police Department.

Jurisdiction

18. This action is brought pursuant to 42 United States Code Section 1983. Jurisdiction is based upon 28 United States Code 1331 and 1341 (1), (3) and (4). Plaintiff further invokes the supplemental jurisdiction under 28 United States Code Section 1376(a) to hear and decide claims under state law.

Facts

19. On June 30, 2008, Mr. Ewing was arrested by the Vineland Police at approximately 11:05 p.m. at the Comfort Inn located at 29 West Landis Avenue, Vineland, NJ.

20. Following his arrest and processing, Mr. Ewing was transported to the CCDOC by Vineland Police Officer Day.

21. Prior to arriving at the CCDOC, Mr. Ewing had injured his left eye.

22. Upon arriving at the CCDOC, Mr. Ewing initially was refused admittance because there was no documented clearance for the cut over his left eye.

23. While at the CCDOC, at least one of the correctional officer defendants made an obscene and threatening gesture toward Mr. Ewing in the presence of the other defendants, none of whom took any steps to admonish the correctional officer for his behavior and/or to otherwise protect Mr. Ewing.

24. While being removed from the CCDOC to be taken to the hospital to obtain clearance for the cut over his left eye, defendant Sergeant Ciancaglini, without provocation or basis in law, suddenly threw Mr. Ewing head first into a door. None of the other defendants took any steps to safeguard and/or protect Mr. Ewing.

25. At no time prior to this incident did Mr. Ewing resist any officer at the CCDOC in any manner.

26. Following clearance from a hospital, Mr. Ewing was returned to the CCDOC by Vineland police officer Houbary.

27. Upon returning to the CCDOC, protocol was violated as no medical staff was called to evaluate Mr. Ewing.

28. Almost immediately upon returning to the CCDOC, the correctional officer defendants proceeded, without provocation or basis in law, to beat Mr. Ewing, repeatedly punching him, kicking him, strangling him, pepper spraying him until they realized the severity of his injuries.

29. Mr. Ewing was thrown down on the ground in the strip search room, knowingly outside of the view of the CCDOC surveillance video cameras.

30. Mr. Ewing was held down by the defendant correctional officers and assaulted by each of them directly and in conspiracy with each other.

31. Throughout the course of this beating, none of the defendants made any attempt to interrupt the assault or protect Mr. Ewing from violations of his rights by the correctional officer defendants.

32. The assault of Mr. Ewing continued until the correctional officer defendants realized the severity of the injuries inflicted upon Mr. Ewing.

33. Mr. Ewing was beaten to the point where he had to be med-evacuated to the emergency room at Cooper Hospital.

34. Subsequent to the unlawful detention and assault of Mr. Ewing, defendants prepared and caused to be prepared paperwork intentionally misrepresenting the events that led to the beating and assault of Mr. Ewing. These misrepresentations were intentional, malicious, in bad faith, deliberately indifferent and recklessly indifferent to Mr. Ewing's rights.

35. At no time during the incident described in this complaint did Mr. Ewing violate the laws of New Jersey or any other jurisdiction or resist in any way as described in the bogus paperwork prepared by the defendants.

36. While in the helicopter, Mr. Ewing went into V-tac.

37. Mr. Ewing was admitted to Cooper Hospital into the intensive care unit on a ventilator.

38. After Mr. Ewing was transferred to Cooper Hospital, Correctional Officer Pratts approached one of the medical staff at CCDOC telling her that questions were going to be asked about what happened to Mr. Ewing and that she knew what to say. She took this statement to mean that he wanted her to cover up for him.

39. As a direct and proximate result of the actions or inactions of the defendants, Mr. Ewing suffered injuries including but not necessarily limited to injury to his renal artery, traumatic shock, injury to his kidney, closed fracture of orbital floor, malar and maxillary sinus

fractures, mandible fracture, skull base fracture, lumbar vertebral fracture, retroperitoneal injury, multiple rib fractures, open wound of foot, hip, and thigh, injury to his testicles, posttraumatic stress disorder and panic disorder.

40. Mr. Ewing continues to suffer from inter alia eye pain, back pain, chest pain, trauma, anxiety, fear, and mental harm. Mr. Ewing has in the past in will in the future continue to experience physical pain and suffering, mental anguish, psychiatric injuries and conditions, humiliation, loss of life's pleasures, medical expenses, lost wages and lost earnings potential.

41. Prior to this incident, some or all of the correctional officer defendants involved in the beating of Mr. Ewing had a reputation that was known by other employees, agents, servants and correctional officers at CCDOC for abusing and/or using excessive force against inmates in their custody and control.

42. Prior to this incident, it was the pattern and practice of some or all of the correctional officers defendants involved in the beating of Mr. Ewing to fill out disciplinary charge sheets alleging disciplinary violations by inmates in their custody and control who they had beaten up.

43. At the time of the incident, one or more of the correctional officer defendants involved in the beating of Mr. Ewing had not yet undergone police academy training, which would have included training on the appropriate use of force.

44. As a direct and proximate result of the defendants' actions, Mr. Ewing was deprived of rights, privileges and immunities under the Fourth, Fifth and Fourteenth Amendments to the United States Constitution and in particular the right to be free from excessive force while being detained/arrested and the right to due process of law.

45. The actions and/or inactions of the defendants violated the clearly established federal constitutional rights of Mr. Ewing to freedom from use of excessive, unreasonable and

unjustified force against his person the right to be free from malicious prosecution, the right to be free from false arrest and the right to due process of law.

46. At all times relevant hereto, the above defendants were acting under color of state law, to wit, under color of statutes, regulations, policies, customs and usages of the State of New Jersey.

47. At all times relevant hereto, Mr. Ewing was in the care, custody and control of all of the defendants, all of whom had a duty to safeguard his well-being and to protect him.

48. At all times relevant hereto, defendants were aware of and recklessly and deliberately indifferent to the need for additional and/or different training, testing, rules, regulations, policies, procedures and/or discipline relating to: proper treatment and handling of inmates; preventing physically abusive and violent conduct against inmates; and intervening and protecting inmates from the use of force in violation of law by others and maintained a custom, policy and/or practice of failing to discipline and/or encouraging this unnecessary, irresponsible, violent, and otherwise wrongful conduct.

49. The conduct of the defendants as set forth above was the moving force behind the violation and/or caused the violation of Mr. Ewing's civil rights as set forth above.

COUNT ONE

42 U.S.C. § 1983 against Correctional Officer Defendants

50. Mr. Ewing hereby incorporates the allegations contained in paragraphs 1 through 49, inclusive, of his Complaint as if the same were set forth at length herein.

51. Mr. Ewing claims damages for the injuries set forth above under 42 U.S.C. Section 1983 against the correctional officer defendants for violation of his constitutional rights under color of law.

52. As a result of the above actions, Mr. Ewing suffered the damages as aforesaid

53. The actions of the correctional officer defendants were so malicious, intentional and reckless, and displayed such a reckless indifference to Mr. Ewing's rights and well-being that the imposition of punitive damages is warranted.

WHEREFORE, plaintiff, Michael Alan Ewing, demands judgment in his favor and against defendants, Cumberland County Correctional Lieutenant Dale Sciore, Cumberland County Correctional Sergeant Clint Ciangolini, Cumberland County Correctional Sergeant Brad Pierce, Cumberland County Correctional Officers Edwin Pratts, Kevin Still, Joshua L. Minguela, Drew Ford, John Fazzolari, Marvin Church, Correctional Officer Miller for compensatory damages, punitive damages, reasonable attorney fees and costs, interest; and such other and further relief as appears reasonable and just.

COUNT TWO

Supplemental Claims against Correctional Officer Defendants

54. Mr. Ewing hereby incorporates the allegations contained in paragraphs 1 through 53, inclusive, of his Complaint as if the same were set forth at length herein.

55. Correctional officer defendants assaulted and battered Mr. Ewing and intentionally inflicted emotional distress upon Mr. Ewing.

56. Correctional officer defendants invaded the privacy and/or cast Mr. Ewing in a false light by making it appear to others that Mr. Ewing had violated or were violating the laws of the State of New Jersey or of another jurisdiction.

57. Correctional officer defendants, acting in concert and conspiracy, committed acts in violation of Mr. Ewing's Constitutional Rights and against the laws of New Jersey. The correctional officer defendants made statements among themselves and others in order to conceal their unlawful and unconstitutional conduct and in an attempt to deny Mr. Ewing's access to the courts and to due process and to cover-up the wrongful assault and punishing of Mr. Ewing.

58. Correctional officer defendants performed overt acts in furtherance of the conspiracy.

59. Correctional officer defendants negligently, grossly negligently, recklessly and/or intentionally failed to intervene and/or protect Mr. Ewing from injury caused by the unlawful use of force against him by other correctional officer defendants.

60. As a result of the above actions, Mr. Ewing suffered the damages as aforesaid.

WHEREFORE, plaintiff, Michael Alan Ewing, demands judgment in his favor and against defendants, Cumberland County Correctional Lieutenant Dale Sciore, Cumberland County Correctional Sergeant Clint Ciangaglini, Cumberland County Correctional Sergeant Brad Pierce, Cumberland County Correctional Officers Edwin Pratts, Kevin Still, Joshua L. Minguela, Drew Ford, John Fazzolari, Marvin Church, Correctional Officer Miller for compensatory damages, punitive damages, reasonable attorney fees and costs, interest; and such other and further relief as appears reasonable and just.

COUNT THREE

42 U.S.C. § 1983 Against Correctional Officer Defendants and Vineland Police Officers James Day and Steven Houbary

61. Mr. Ewing hereby incorporates the allegations contained in paragraphs 1 through 60, inclusive, of his Complaint as if the same were set forth at length herein

62. Mr. Ewing believes and therefore avers that the correctional officer defendants and Vineland Police Officers Day and Houbary encouraged and stood idly by while Mr. Ewing was assaulted and battered which deprived Mr. Ewing of his rights and privileges under the Fourth and Fourteenth Amendments of Constitution of the United States.

63. The correctional officer defendants and Vineland Police Officers Day and Houbary failed to fulfill their obligation to intervene when they had an independent and affirmative duty to prevent the assault and battery of Mr. Ewing.

64. By encouraging and failing to intervene, the correctional officer defendants and Vineland Police Officers Day and Houbaiy effectively assisted each other in assaulting and battering Mr. Ewing and therefore deprived Mr. Ewing of his Constitutional rights and privileges under the Fourth and Fourteenth Amendments to the Constitution of the United States.

65. As a result of the above actions, Mr. Ewing suffered the damages as aforesaid.

66. The actions of the correctional officer defendants and Vineland Police Officers Day and Houbary were so malicious, intentional and reckless, and displayed such a reckless indifference to Mr. Ewing' rights and well-being that the imposition of punitive damages is warranted.

67. The correctional officer defendants and Vineland Police Officers Day and Houbary made statements among themselves and others in order to conceal their unlawful and unconstitutional conduct and in an attempt to deny Mr. Ewing's access to the courts and to due process and to cover-up the wrongful beating of Mr. Ewing.

WHEREFORE, plaintiff, Michael Alan Ewing, demands judgment in his favor and against defendants, Cumberland County Correctional Lieutenant Dale Sciore, Cumberland County Correctional Sergeant Clint Ciangagini, Cumberland County Correctional Sergeant Brad Pierce, Cumberland County Correctional Officers Edwin Pratts, Kevin Still, Joshua L. Minguela, Drew Ford, John Fazzolari, Marvin Church, Correctional Officer Miller, Vineland Police Officer James Day and Vineland Police Officer Steven Houbary for compensatory damages, punitive damages, reasonable attorney fees and costs, interest; and such other and further relief as appears reasonable and just.

COUNT FOUR
42 U.S.C. Sections 1983 against Cumberland County and CCDOC

68. Mr. Ewing hereby incorporates the allegations contained in paragraphs 1 through 67, inclusive, of his Complaint as if the same were set forth at length herein.

69. Prior to June 30, 2008, Cumberland County and CCDOC developed and maintained policies and/or customs exhibiting deliberate indifference to the constitutional rights of persons in Cumberland County and CCDOC, which caused the violation of Mr. Ewing's rights.

70. It was the policy and/or custom of the Cumberland County and CCDOC to cover-up and to avoid detection of acts of officer abuse by charging victims of abuse with criminal offenses thereby attempting to prevent the victim's access to the courts and to due process.

71. It was the policy and/or custom of the Cumberland County and CCDOC to inadequately supervise, train, discipline, screen and/or hire its officers, including the correctional defendant officers, thereby failing to adequately discourage further constitutional violations on the part of its officers. The Cumberland County and CCDOC did not require appropriate in-service training or re-training of officers who were known to have engaged in misconduct.

72. It was the policy and/or custom of Cumberland County and CCDOC inadequately supervise and train its officers, including the correction officer defendants, against a code of silence or "blue code" of officers refusing to intervene against or provide truthful information against constitutional violations and misconduct committed by their fellow officers.

73. As a result of the above described policies and customs, officers of Cumberland County and CCDOC, including the correctional officer defendants, believed that their actions would not be properly monitored by supervisory officers and that misconduct would not be investigated or sanctioned, but would be tolerated.

74. As a result of the above actions, Mr. Ewing suffered the damages as aforesaid.

WHEREFORE, plaintiff, Michael Alan Ewing, demands judgment in his favor and against defendant, Cumberland County and the Cumberland County Department of Corrections

for compensatory damages, punitive damages, reasonable attorney fees and costs, interest; and such other and further relief as appears reasonable and just.

COUNT FIVE

Supplemental Claims against Cumberland County and CCDOC

75. Mr. Ewing hereby incorporates the allegations contained in paragraphs 1 through 74, inclusive, of his Complaint as if the same were set forth at length herein.

76. Defendants, Cumberland County and CCDOC, were at all times material the master and/or employer of the correctional officer defendants.

77. At all times material hereto, the correctional officer defendants were acting in the course and scope of their employment as the servants and/or agents of defendants, Cumberland County and CCDOC.

78. Defendants, Cumberland County and CCDOC, negligently, intentionally, recklessly and with deliberate indifference failed to properly screen, hire, train, supervise and discipline the correctional officer defendants, resulting in the harm to Mr. Ewing.

79. Defendants, Cumberland County and CCDOC, are liable under the doctrine of respondeat superior for the intentional, malicious and indifferent and otherwise wrongful conduct of its employees, the correctional officer defendants

80. Defendants, Cumberland County and CCDOC are liable in their own right for their negligent, indifferent, reckless, intentional and outrageous conduct.

WHEREFORE, plaintiff, Michael Alan Ewing, demands judgment in his favor and against defendants Cumberland County and the Cumberland County Department of Corrections for compensatory damages, punitive damages, reasonable attorney fees and costs, interest; and such other and further relief as appears reasonable and just.

COUNT SIX

42 U.S.C. Sections 1983 against Vineland Township and Vineland Police Department

81. Mr. Ewing hereby incorporates the allegations contained in paragraphs 1 through 80, inclusive, of his Complaint as if the same were set forth at length herein.

82. Prior to June 30, 2008, Vineland Township and Vineland Police Department developed and maintained policies and/or customs exhibiting deliberate indifference to the constitutional rights of persons in Vineland Township and Vineland Police Department, which caused the violation of Mr. Ewing's rights.

83. It was the policy and/or custom of the Vineland Township and Vineland Police Department to cover-up and to avoid detection of acts of officer abuse by charging victims of abuse with criminal offenses thereby attempting to prevent the victim's access to the courts and to due process.

84. It was the policy and/or custom of the Vineland Township and Vineland Police Department to inadequately supervise, train, discipline, screen and/or hire its officers, including the defendant police officers, thereby failing to adequately discourage further constitutional violations on the part of its officers. The Vineland Township and Vineland Police Department did not require appropriate in-service training or re-training of officers who were known to have engaged in misconduct. These defendants also failed to provide training and/or provided inadequate training on the importance of taking appropriate action to protect inmates and/or persons in custody when another officer is causing injury by the use of force in violation of the law.

85. It was the policy and/or custom of Vineland Township and Vineland Police Department to supervise and train its officers, including the police officer defendants, against a code of silence or "blue code" of officers refusing to intervene against or provide truthful information against constitutional violations and misconduct committed by their fellow officers.

86. As a result of the above described policies and customs, officers of Vineland Township and Vineland Police Department, including the police officers James Day and Steven Houbary, believed that their actions would not be properly monitored by supervisory officers and that misconduct would not be investigated or sanctioned, but would be tolerated.

87. As a result of the above actions, Mr. Ewing suffered the damages as aforesaid.

WHEREFORE, plaintiff, Michael Alan Ewing, demands judgment in his favor and against defendant, Vineland Township and Vineland Police Department for compensatory damages, punitive damages, reasonable attorney fees and costs, interest; and such other and further relief as appears reasonable and just.

COUNT SEVEN

Supplemental Claims against Vineland Township and Vineland Police Department

88. Mr. Ewing hereby incorporates the allegations contained in paragraphs 1 through 87, inclusive, of his Complaint as if the same were set forth at length herein.

89. Defendants, Vineland Township and Vineland Police Department, were at all times material the master and/or employer of police officers James Day and Steven Houbary.

90. At all times material hereto, police officers James Day and Steven Houbary were acting in the course and scope of their employment as the servants and/or agents of defendants, Vineland Township and Vineland Police Department.

91. Defendants, Vineland Township and Vineland Police Department, negligently, intentionally, recklessly and with deliberate indifference failed to properly screen, hire, train supervise and discipline police officers James Day and Steven Houbary, resulting in the harm to Mr. Ewing.

92. Defendants, Vineland Township and Vineland Police Department, are liable under the doctrine of respondeat superior for the intentional, malicious, indifferent, negligent and otherwise wrongful conduct of its employees, police officer James Day and Steven Houbary

93. Defendants, Vineland Township and Vineland Police Department, are liable in their own right for their negligent, indifferent, reckless, intentional and outrageous conduct.

WHEREFORE, plaintiff, Michael Alan Ewing, demands judgment in his favor and against defendants Vineland Township and Vineland Police Department for compensatory damages, punitive damages, reasonable attorney fees and costs, interest; and such other and further relief as appears reasonable and just.

/s/ Martin P. Duffey
MARTIN P. DUFFEY, ESQUIRE
COZEN O'CONNOR, PC
457 Haddonfield Road, Ste. 300
P.O. Box 5459
Cherry Hill, NJ 08002-2220
(856) 910-5000
Fax: (856) 910-5075
mduffey@cozen.com

Attorney for Plaintiff
Michael Alan Ewing

Date: August 30, 2013

RELEASE

This Release, dated the 4 day of September, 2015, is given

BY: the Releasor, MICHAEL, A. EWING, referred to as "I" or "Releasor",

TO: CUMBERLAND COUNTY, CUMBERLAND COUNTY DEPARTMENT OF CORRECTIONS, LIEUTENANT DALE SCIORE, SERGEANT BRAD PIERCE, SERGEANT CLINT CIANGAGLINI, CORRECTIONAL OFFICER EDWIN PRATTS, CORRECTIONAL OFFICER KEVIN STILL (Deceased) and the ESTATE OF KEVIN STILL, CORRECTIONAL OFFICER JOSHUA L. MINGUELA, CORRECTIONAL OFFICER DREW FORD, CORRECTIONAL OFFICER JOHN FAZZOLARI, CORRECTIONAL OFFICER RENA MILLER, and CORRECTIONAL OFFICER MARVIN CHURCH, and any and all correction officers, employees, appointed or elected officials, office holders, agents, servants and attorneys for the County of Cumberland and the County of Cumberland Department of Corrections and their insurer, Princeton Excess and Surplus Ins. Co. (referred to as "You" or "Releasees").

RELEASE. For and in consideration of the payment of ONE MILLION FIVE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$1,540,000.00) as set forth in paragraph 5 below, I release and give up any and all rights and claims which I may have against You regarding, concerning or pertaining to the events that occurred on or about June 30, 2008 - July 1, 2008 while detained at the Cumberland County Jail (the "incident"). This releases all claims arising out of the incident, including those of which I am not aware and those not mentioned in this Release. I specifically release the following claims:

Any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, loss of services, expenses, and compensation of any nature whatsoever based on an alleged civil rights violation, tort, contract, or other theory of recovery, and whether for compensation or punitive damages I now have, or which may hereafter accrue or otherwise be acquired against You or your agents, servants and employees directly or indirectly, arising out of the incident, including by way of example and not limitation, those which may be or could have been the subject matter of a lawsuit in the United States District Court, District of New Jersey, Camden Vicinage, captioned Michael Alan Ewing v. Cumberland County and Cumberland County Department of Corrections, Lieutenant Dale Sciore, Sergeant Brad Pierce, Sergeant Clint Ciangaglini, Correctional Officer Edwin Pratts, Correctional Officer Kevin Still, Correctional Officer Joshua L. Minguela, Correctional Officer Drew Ford, Correctional Officer John Fazzolari, Correctional Officer Miller, Correctional Officer Marvin Church, Vineland Township, Vineland Police Department, Police Officer James Day and Police Officer Steven Houbary, Docket No. 1:09- cv-05432 (JBS-AMD).

This Release is for compensation for any and all injuries I have sustained arising out of the incident, known, unknown or unknowable, and in full compensation for any and all personal injuries, federal or state claims of civil rights violations, past, present or future, physical pain and suffering, mental suffering, psychological injuries, emotional distress, loss of consortium, services or society, loss of wages now or in the future, and for any development, whether foreseen or unforeseen. It is expressly understood that this Release is for the settlement, release, discharge and elimination of any and all such claims. I hereby acknowledge that by executing this Release and accepting the monies paid hereunder I and those who otherwise might be entitled to make such a claim or claims in the future have received fair, just and adequate compensation for all such claims in exchange for which all claims, past, present and future are forever released and discharged. This Release also specifically releases any claims for the cost of past, present or future medical care, living, educational and/or occupational needs or assistance. Even if additional facts become known which were not know at the time this Release was executed, I waive my right to bring a lawsuit against the Releasees.

It is agreed and understood that any claims that Releasees may have for contribution and/or indemnification against any other party or entity arising out of this incident and/or the payment made as part of this settlement are hereby waived.

1a) **INCLUSIVE OF COUNSEL FEES.** It is acknowledged and agreed by the releasing parties, and their attorneys, that the payment to be made to the releasing parties, as set forth under paragraph 6, is inclusive of any and all counsel fees, claims for counsel fees, and costs of suit related to the subject matter of this Release set forth under paragraph 1 above.

1. **NON-ADMISSION OF LIABILITY.** Releasor agrees that the releases and covenants contained herein and the payment pursuant to this release are not to be construed or deemed as an admission of liability and/or fault of any kind whatsoever by the Releasees, but are to be construed as a compromise and settlement of all disputes between the parties hereto for the purpose of avoiding further controversy, litigation and expense. Releasor further agrees that all claims or allegations of violations of his rights under 42 U.S.C. § 1983 and state law claims and/or other legal responsibility have been and are denied by the Releasees.

2. **CLAIMS AND/OR LIENS.** Except as set forth below, all claims and/or liens, past current and/or future arising out of this settlement or asserted against the proceeds of this settlement are to be satisfied by Releasor, including but not limited to any Medicare or Medicaid claims and/or liens, Worker's Compensation claims and/or liens, Social Security claims and/or liens, hospital/healthcare insurer claims and/or liens, physician or attorney claims and/or liens, or any of the statutory, equitable, common law or judgment claims and/or liens, including but not limited to claims based on subrogation or any other legal or equitable theory. I therefore agree to defend, indemnify and hold You harmless against any claims made against You or payment made by You for liens made against the proceeds of this settlement.

It is hereby acknowledged by Defendant Cumberland County and Cumberland County Department of Corrections that there may or may not be a bill still due and owing with regard to the treatment of Plaintiff/Releasor at Cooper Hospital, One Cooper Plaza, Camden, New Jersey for the time period July 1, 2008 through the date of discharge, July 11, 2008. To the extent that there is a legally viable claim by Cooper Hospital with regard medical care and treatment

rendered to Michael A. Ewing during this time period (if any), and to the extent that there are any medical bills which remain unpaid (if any), Defendants, County of Cumberland and Cumberland County Correctional Facility agree to be responsible for the same. This is the only exception to the above set forth language in this Section with regard to the Plaintiff/Releasor's responsibilities. Said Defendants agree to defend and indemnify and hold the Plaintiff harmless against any claim made and/or lien asserted against Plaintiff by and/or on behalf of Cooper Hospital for treatment received during the time period July 1, 2008 through the date of discharge, July 11, 2008.

Medicare/Medicaid

This settlement is based upon a good faith determination of the parties to resolve a disputed claim. The parties have not shifted responsibility of medical treatment to Medicare and/or Medicaid in contravention of 42 U.S.C. Sec. 1395(b). The parties resolved this matter in compliance with both state and federal law. The parties made every effort to adequately protect Medicare and/or Medicaid's interest and incorporate such into the settlement terms.

Except as set forth above, Michael A. Ewing represents and warrants that all bills, costs or liens resulting from or arising out of his alleged injuries or claims for this lawsuit are his responsibility to pay. Michael A. Ewing agrees to assume responsibility for all expenses, costs or fees incurred by and/or related to his alleged injuries, claims or lawsuits including without limitation, all Medicare and/or Medicaid conditional payments, subrogation claims, liens or other rights to payment, relating to medical treatment that has been or may be asserted by any healthcare provider, insurer, governmental entity, employer or other person or entity that are the subject of this lawsuit. Michael A. Ewing warrants that he is not a Medicare beneficiary as of the date of this Release and that no medical bills relating to the subject matter of this incident have been paid by Medicare. Michael A. Ewing warrants that he has not and will not seek any future medical treatment for injuries allegedly sustained from the subject incident, which may be subject to a lien by Medicare and/or Medicaid. Michael A. Ewing will indemnify, defend and hold Releasees and their insurer harmless from any and all damages, claims and rights to payment brought by any person, entity or governmental agency to recovery any of these amounts.

3. **INDEMNIFICATION.** In the event I shall seek to recover any monies from any person who thereafter seeks defense and/or indemnification from You arising from claims released in this document, I shall, upon prompt presentation of that claim, defend, indemnify and hold You harmless against the claim, as well as any fees, costs and expenses incurred in defending, settling or otherwise resolving that claim.

4. **PAYMENT.** In full and final settlement of the claims of Releasor, Releasee Cumberland County, shall pay the total sum of ONE MILLION FIVE HUNDRED FORTY THOUSAND AND 00/100 DOLLARS (\$1,540,000.00). The settlement payment will be made as follows:

- a. One Million Forty Thousand and 00/100 Dollars (\$1,040,000.00) to be paid by check and issued to "Cozen O'Connor as Attorneys for Michael A. Ewing." The check in this amount will be provided to Releasor's attorney, Cozen O'Connor,

within seven (7) days of receipt by Releasee's attorney, Weir & Partners, of this Release signed by Plaintiff; and

- b. Future payments that have a present day cost (value) of Five Hundred Thousand and 00/100 Dollars (\$500,000.00). The specifics will be set forth at a future date in an Addendum to this document. The \$500,000.00 will be deposited with an agreed upon annuity provider no later than thirty (30) days after receipt by Releasee's attorney, Weir & Partners, of this Release signed by Plaintiff. The obligation for making these future payments will be assigned via a qualified assignment to a third party and the Releasees will have no further obligation for these payments.

I affirm and represent that Cozen O'Connor is the sole legal counsel of record in this lawsuit, succeeding and superseding all previous or other counsel for Releasor and that the aforesaid attorney and Releasor do hereby voluntarily and knowingly release and forever discharge Releasees from all claims for attorney's fees costs and expenses.

Releasor does hereby further covenant and agree that when the settlement funds are paid and deposited as described above, he will immediately cause to be filed with the Court a Stipulation of Dismissal of this action with prejudice.

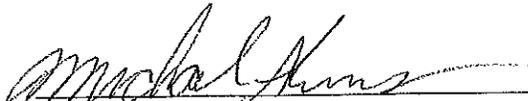
5. **WHO IS BOUND.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor(trix) of my estate, is also bound. This Release is made for the benefit of You, and all who succeed to the rights and responsibilities of Releasee, such as Releasee's heirs or the executor(trix) of Releasee's estate.

6. **ACKNOWLEDGEMENT.** Releasor acknowledges that facts may hereinafter be discovered in addition to or different from those which are now known or believed to be true with respect to all or any part of the subject matter of this Release, but that it is his clear and unequivocal intention to hereby effectuate fully, finally and forever the settlement, release and discharge of each and every claim specifically or generally covered by this Release, and that, in furtherance of said intention, any and all releases herein given by Releasor shall be, and remain, in full force and effect, notwithstanding discovery or existence of any such additional or different facts.

7. **SIGNATURES.** I have read, understand and agree to the terms of this Release. I have consulted with counsel prior to signing this Release.

Witnessed or Attested by:




MICHAEL A. EWING

State of Connecticut

County of New Haven ss. Derby, CT

On this the 4 day of September, 2015, before me, Maria A. Brazee, the undersigned officer, personally appeared Michael A. Ewing satisfactorily proven to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand

Maria A. Brazee

Signature of Notary Public

Date Commission Expires: 12/31/19

ADDENDUM TO RELEASE

I, MICHAEL A. EWING, (hereinafter also referred to as "I" or "Plaintiff"), individually and on behalf of my heirs, executors, administrators and assigns, as further consideration for the settlement referenced in the RELEASE, further recite, warrant, and agree to and warrant the following:

DISCLOSURES, WARRANTIES AND INDEMNITY AGREEMENT

1. Recitations and Disclosures

The parties to this settlement agreement understand that in reaching this agreement, the parties have considered Medicare's interest in recovering conditional payments made for medical treatment rendered as a result of the CLAIM. It is not the intention of any party to this settlement to shift to Medicare the responsibility for payment of medical expenses for the treatment of injuries sustained as result of the CLAIM. However, this settlement agreement is intended to foreclose responsibility on the part of the RELEASED PARTIES for payment of medical expenses or prescription expenses related to CLAIM other than the payment made as part of this settlement and release of claims and as otherwise set forth in the Release.

The parties to this settlement agreement understand that Section 1862(b)(2)(A)(ii) of the Social Security Act precludes Medicare payment for services to the extent that payment has been made or can reasonably be expected to be made promptly under liability insurance. 42 CFR 411.50 defines liability insurance. Anytime a settlement, judgment or award provides funds for past or future medical services, it can reasonably be expected that those funds are available to pay for the services claimed and/or released in the settlement, judgment, or award. Thus, where Medicare has already made payments for those services, Medicare should be reimbursed for past services and should not be billed for future services until funds from the settlement, judgment, or award that are set aside for reasonably anticipated medical service in the future arising out of the subject accident are exhausted by payments that would otherwise be covered by Medicare.

The parties to this settlement agreement understand that in 2007 the Medicare, Medicaid and SCHIP Extension Act (hereinafter "Extension Act") was enacted, in part, to protect Medicare when the settlement of a bodily injury claim involves payment for past or future medical services and the injured individual is either a current Medicare beneficiary or the injured individual has a "reasonable expectation" of Medicare enrollment within thirty (30) months of the date of settlement. Furthermore, I understand that this Act requires that such payments be reported within a time established by the Secretary of Health and Human Services.

The parties to this settlement agreement, understand that, if Medicare is not protected as set forth in the Extension Act, Medicare may cease all benefits otherwise available to Plaintiff. I further understand and agree that, in the event Medicare seeks reimbursement for past or future payments, the Indemnity Agreement provides that I will indemnify the Released Parties from all responsibility for Medicare's claim.

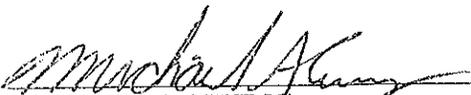
The Released Parties expressly deny all liability for any damages as a result of the Accident and dispute the reasonableness and necessity of past and future medical treatment and expenses allegedly incurred as a result of said Accident.

2. **Hold Harmless and Indemnity Agreement**

Additionally, as further consideration of the parties' willingness to settle the claim referenced in the RELEASE, and to induce said settlement, Plaintiff agrees by and on behalf of himself and his heirs, executors, administrators, and assigns, that they will hold harmless and indemnify each and every released party including without limitation, the CUMBERLAND COUNTY, CUMBERLAND COUNTY DEPARTMENT OF CORRECTIONS, LIEUTENANT DALE SCIORE, SERGEANT BRAD PIERCE, SERGEANT CLINT CIANGAGLINI, CORRECTIONAL OFFICER EDWIN PRATTS, CORRECTIONAL OFFICER KEVIN STILL (Deceased) and the ESTATE OF KEVIN STILL, CORRECTIONAL OFFICER JOSHUA L. MINGUELA, CORRECTIONAL OFFICER DREW FORD, CORRECTIONAL OFFICER JOHN FAZZOLARI, CORRECTIONAL OFFICER RENA MILLER, and CORRECTIONAL OFFICER MARVIN CHURCH, and any and all correction officers, employees, appointed or elected officials, office holders, agents, servants and attorneys for the County of Cumberland and the County of Cumberland Department of Corrections, from and against any and all statutory, contractual or common law subrogation claims or liens arising out of payments made to and/or on behalf of Plaintiff on account of injuries sustained as a result of the Incident (as defined in the Release), including, but not limited to, all Hospitals liens, workers' compensation subrogation liens, Medicare or Medicaid liens, Social Security disability liens, health insurance liens, Federal, State or local governmental liens, but excluding any bills or liens as a result of treatment rendered at Cooper Hospital during July 1, 2008 through the date of discharge, July 11, 2008..

I am of sound mind and body and fully capable of reading and understanding this agreement. I understand the consequences of my failure to abide by the Extension Act.

Done at the County of New Haven, State of CT, this 3 day of September, 2015.


MICHAEL A. EWING

STATE OF CT :

COUNTY OF New Haven :

Before me, the undersigned notary public in and for said state, on this day personally appeared MICHAEL A. EWING, known to me to be the person(s) whose name(s) are subscribed to the foregoing instrument, who acknowledged to me that each executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 3 day of September, 2015.

Maia A. Brazee
NOTARY PUBLIC
IN AND FOR THE _____

My Commission Expires: 12-31-19