

UNITED STATES DISTRICT COURT CAMDEN NEW JERSEY

James E. Tice

Civil Case No _____

(Pltff)

Vs

Winslow Township Police
Patrolman Michael Gibson

(Def.'s)

Jurisdiction

The defendants are a patrolman of the Winslow Township Police Department and the Police Department itself which are government entities, the district court has jurisdiction in regards to any complaint against an officer or police department.

Short and brief statement.

On May 7th 2013 at approx. 7 pm plaintiff was, standing on the side of 9th and Titgen ave in West Atco, in Winslow Twp, trying to get clearer reception for his cell phone that usually loses signal strength, in that part of town, plaintiff was assisting his uncle who lives about 100 feet away from where plaintiff was at the time of this incident, after contacting his carriers customer service, he then began to walk back to his uncle house, he saw patrolman Michael Gibson, of the Winslow Township police department, in his vehicle ride past, stop and back up the patrolman then begin to ask questions as to who the plaintiff was, the plaintiff clearly was protected by law as there was no probable cause for the officer to ask him questions, as there was no crime being committed, or was the plaintiff suspected on any crime of fit any description of any crime, as there was no report of any crime being committed.

The officer then without probable cause exited his patrol vehicle, took plaintiffs cell phone and proceeded to search plaintiff, when plaintiff ask for a reason for the detention and the search, the officer placed him under arrest for disorderly conduct, and placed him in the vehicle, where he was detained almost an hour, the officer then made references to what Municipal Court Judge Michael Diamonds does to disorderly persons, in his court, the plaintiff was later released, without being charged.

Plaintiff filed a complaint with the internal affairs unit of the Winslow Twp Police Department, that complaint after an internal investigation by the Winslow Twp. Police department (internal affairs) was sustained and the officer allegedly received appropriate discipline.

The officer clearly violates the 4th amendment rights of the plaintiff as there was no probable cause to stop, detain, search or arrest plaintiff for being on a street in a town where he resides and only a few feet away from his uncles house, who he was visiting.

Under the 4th amendment the officer clearly violates plaintiff 4th amendment rights " being in the mere proprietary of crime without more does not constitute probable cause" , as, there was no crime reported, committed or suspected, the officer had no right to detain, search and arrest plaintiff.

The officer violated plaintiffs 14th amendment rights which states:

All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws."

The violations of the 4th and 14th amendment are claims that relief can be granted under

Demand

- A. Jury trial B.
- B 8.5 million dollars in damages.

any other relief the court deems appropriate

Certifications

I Certify that the statements a made are true and I know that if any of the statements are willfully false that I am subject to fine and penalties under the law.

Signature

James E. Rice

Date

12/9/13

RELEASE AND SETTLEMENT AGREEMENT

This Release dated November 2, 2015 is given

BY the Releasers: James Tice, referred to as "I" and/or "Releasor"

TO the Releasees: Winslow Township, Matthew Gibbons, all individuals named as defendants in this action, and their insurers, partners, parent companies, subsidiaries, member companies, affiliates, officers, directors, employees, board members, attorneys, agents and/or servants and all other individuals or entities, whether named herein or not, known or unknown (individually and collectively referred to as "You").

This Release shall be binding upon and inure to the benefit of the parties hereto and their respective successor and/or assigns.

1. **Release** In consideration for the payment and other agreements provided herein, I, my heirs, decedents, beneficiaries, assigns, agents, brokers, trustors, trustees, attorneys, representatives, predecessors and/or any other related person or entity acting by, through or in concert with me, do hereby fully release, waive, relinquish, acquit and further discharge You, your respective directors, parent organizations, subsidiary organizations, related organizations, principals, board of directors, employees, agents, attorneys, insurers, beneficiaries, assigns, trustors, trustees, representatives, predecessors, successors and/or any other related person known or unknown, or entity acting by, through or in concert with them from any and all rights, claims, causes of action, demands, or litigation, seeking damages, including compensatory damages, wage loss, lost earning capacity, diminution or loss of income, emotional distress, pain and suffering, economic damages, punitive damages, litigation expenses, litigation fees, attorneys' fees generally or in specific regard to any fee-shifting provision available under any applicable statute or common law right to attorneys fees, costs, losses or liabilities of whatever kind in nature, known or unknown, foreseen or unforeseen, incurred or to be incurred now or in the future. This release and settlement, which is intended to be mutual to each of the parties to this action, releases all claims, including any claim for costs and fees, that any party may have against one another related to this incident or any related litigation.

I release and give up any and all present, past, and future claims and/or rights, whether known or unknown, which I may have against You. This Release applies, but is not limited to, the following claims: claims for New Jersey state or U.S. federal constitutional violations; claims for negligence, claims for attorneys' fees; claims for actual and consequential damages; claims for punitive damages; claims for compensatory damages; claims for negligence; claims for civil rights violations; claims for fraud; claims for negligent infliction of emotional distress; claims for injunctive relief and/or breach of any duty imposed by statute, constitution, common law, or administrative rule or regulation, and claims for emotional distress. I specifically release the following claims:

All claims arising out of the incident referred to in Plaintiff's Complaint including, but not limited to, all claims which were asserted in, should have been asserted in, or could have been asserted in, the lawsuit captioned James Tice v. Winslow Township Police and Patrolman Michael Gibson, filed in the United States District Court for the District of New Jersey, Civil Action No.: 1:13-vc-06894-RBK-JS, including, but

not limited to, claims for negligence, civil rights violations, constitutional violations, statutory violations, attorney's fees and costs, and/or claims of any type.

I agree that all claims against the Releasees as set forth in the lawsuits captioned above shall be dismissed with prejudice and without costs upon receipt of the payment set forth in paragraph two (2), below. All claims for attorney's fees and litigation costs and expenses are also expressly released in their entirety by all parties. It is intended that this Release be interpreted in accordance with New Jersey law.

I will hold harmless, defend and indemnify You against any and all future claims, demands, or actions, damages, losses and expenses of any kind, type or nature, including attorneys' fees and costs or court costs which may hereafter be incurred by You should any claims, demand or actions at any time be made or brought against You by the undersigned or by any other person for or on behalf of the undersigned or any of them or by anyone for or on account of the injuries or damages which are or could have been made the subject of this action or otherwise arise out of the incident, including but not limited to, any medical or healthcare lien of any other lienholder's interest which may be asserted against said consideration funds.

2. **Consideration:** The consideration for making this Release is the total sum of **\$2,500.00**. I agree that I will not seek anything further including any other payment from You and that any and all claims for attorney's fees and litigation costs and expenses have also been released. The **\$2,500.00** settlement payment draft will be delivered within thirty (30) days upon receipt of the full execution of this Release and upon counsel's execution of Stipulation of Dismissal with Prejudice.
3. **Who is Bound** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your successors or assigns.
4. **Signatures** I understand and agree to the terms of this Release. This Release embodies the only and entire agreement between the parties.
5. **No Admission of Liability** The payments described above are not an admission of liability by Winslow Township, Patrolman Matthew Gibbons, or their agents, employees, representatives, officers, stockholders, attorneys, insurance carriers, or corporate successors or predecessors. Winslow Township and Patrolman Matthew Gibbons expressly deny any liability, deny responsibility for any damages alleged in this action, deny that they acted improperly at any time, and, by their payment in settlement, intend merely to avoid further litigation costs and expenses and to buy their peace.
6. **Enforcement of Release and Settlement Agreement** In any action to enforce this Release and Settlement Agreement, the prevailing party shall be entitled to all reasonable attorneys' fees, costs, and expert fees subject to discretion and approval by the Court.
7. **Medicare Affirmation and Hold Harmless from Liens** Releasor is making this Release to comply with the Medicare, Medicaid and Schip Extension Act of 2007. Pursuant to Section 111 of the Medicare, Medicaid and Schip Extension Act of 2007, Releasor certifies that they have not received any benefits whatsoever from Medicare for any of the injuries sustained by them as a result of the accident.

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

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

8. **Careful Review and Understanding of Agreement** The parties represent that they have carefully read this agreement and understand its terms and conditions without reservation or exception. The parties acknowledge that they have had ample opportunity to consult with legal counsel of their choice regarding this agreement, have not relied on any representations or statements of each other or their counsel with respect to the subject matter of this agreement.

9. **Binding Effect** This agreement shall be binding upon and inure to the benefit of the parties and their affiliate organizations, parent organizations, subsidiary organizations, related organizations, insurance carriers, heirs, decedents, employees, agents, attorneys, insurers, and/or any other related person or entity acting by, through or in concert with them.

10. **Entire Agreement** This agreement represents the entire agreement and understanding between the parties and supersedes and replaces any and all prior agreements that are standing between the parties.

11. **Integration Clause** The provision of this agreement comprises all of the terms, conditions, agreements and representations of the parties respecting the settlement and release. This agreement supersedes any prior agreements, arrangements and understandings, if any, relating to the subject matter hereof and may be amended only by an instrument in writing executed jointly by the parties. All representations and promises made by any party to another, whether in writing or orally, concerning this matter and the settlement and release are understood by the parties to be merged into this agreement which supplements the terms of the settlement placed on the court record.

12. **Severability** If any portion or portions of this agreement may be held by a court of competent jurisdiction to conflict with any federal, state or local law, or otherwise be nullified, and as a result such portion or portions are declared to be invalid and of no force and effect in such jurisdiction, all remaining provisions of this agreement shall otherwise remain in full force and effect and be construed as if such invalid portion or portions have not been included herein.

13. **Execution** The parties understand and agree to the terms of this agreement. The parties intend to be legally bound by this agreement.

Plaintiff: James Tice

By: James Tice

Date: ~~October~~ Nov. 2, 2015

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 2nd DAY
OF November, 2015.

Jacqueline Caray
NOTARY PUBLIC

MY COMMISSION EXPIRES:

Jacqueline Caray
Notary Public of New Jersey
Commission Expires 1/22/2017
I.D. No. 2283217