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Attorney for Plaintiffs

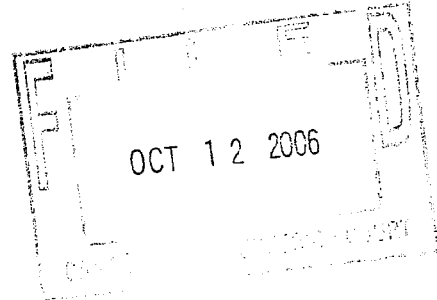
ROBERT J. TARVES, JR. AND  
AMY TARVES, HIS WIFE,

Plaintiffs,

v.

TOWNSHIP OF GLOUCESTER, THE  
GLOUCESTER TOWNSHIP POLICE  
DEPARTMENT, AND OFFICER  
MICHAEL MILLER,

Defendants.



SUPERIOR COURT OF NEW JERSEY

CAMDEN COUNTY - LAW DIVISION

DOCKET NO.: **L-6941-06**

CIVIL ACTION

COMPLAINT AND DEMAND  
FOR TRIAL BY JURY

Plaintiffs, Robert J. Tarves, Jr. and Amy Tarves, his wife, residing at 282 Cummings Avenue, Township of Gloucester, County of Camden, and State of New Jersey, by way of Complaint filed herein say:

FIRST COUNT

1. On or about the 21<sup>st</sup> of December, 2005, the plaintiff Robert J. Tarves, Jr. was involved in a minor motor vehicle accident with another driver, which accident occurred within the confines of Gloucester Township, Camden, County New Jersey.
2. The accident was investigated by the Gloucester Township Police, specifically by Officer Michael Miller, Badge No. 183.

3. The defendant Officer Michael Miller decided that the plaintiff Robert J. Tarves, Jr. was adversely affected by intake of alcoholic beverages and, as a result, he arrested the plaintiff Robert J. Tarves, Jr. Even though the plaintiff Robert J. Tarves, Jr. offered absolutely no resistance to the arrest, the Police Officer placed handcuffs on the hands of Mr. Tarves so that he could not effectively use his hands and arms. He was then taken by Officer Miller to the Gloucester Township Police Department in Gloucester Township, New Jersey.

4. The plaintiff Robert J. Tarves, Jr. was then removed from the police car by Officer Miller when they had arrived at the Police Station. Mr. Tarves was then told to walk to the rear of the Police Station in order to enter the Police Station.

5. Officer Michael Miller directed the plaintiff Robert J. Tarves, Jr. to the steps which led from ground level of the building to the basement of the building where the Police Department was located. There were eight concrete steps. There was a metal railing on the right side of the steps to aid individuals descending the steps.

6. At the top of the steps, defendant Officer Michael Miller ordered the plaintiff to descend the steps. Again, Mr. Tarves was wearing handcuffs and, therefore, was unable to utilize the hand railing to support him in descending the steps. He requested the defendant Officer Miller to remove the handcuffs so that he could utilize with his hands the railing on the right-hand side of the steps. Officer Miller refused and ordered the plaintiff to descend the steps without the aid of the hand railing. Plaintiff, who was already unsteady because of the intake of alcoholic beverages, started to descend the steps. He then proceeded to stumble and fell down the flight of steps.

7. The defendant Officer Michael Miller was negligent and careless in not properly aiding the plaintiff in descending the steps and also in failing to remove the handcuffs from the

hands of the plaintiff, thereby preventing the plaintiff from utilizing the railing on the right side of the steps.

8. By reason of the negligent acts of the defendant Officer Michael Miller, as agent, servant and employee of the Gloucester Township Police Department and the Township of Gloucester, the plaintiff Robert J. Tarves, Jr. was caused to sustain severe personal injuries, more specifically, severe injuries to his right ankle and fibula. The plaintiff suffered a large transverse fracture of the medial malleolis and an oblique displaced, unstable fracture of the fibula. Plaintiff has been required to seek and obtain medical and hospital attention, underwent surgery and as a result sustained permanent injury and may in the future be required to seek and obtain additional medical and hospital attention in order to cure himself of his injuries. He has been denied and deprived from pursuing his normal course of self-employment for a prolonged period of time and may, in the future, be denied and deprived from pursuing same. In addition, he has endured great pain and suffering and the injuries have caused a significant impact on this life.

9. The plaintiff Robert J. Tarves, Jr. has sent proper notice of his claim which forms the basis of this lawsuit to the governmental entities and its employee and has also accumulated medical expenses over the sum of \$1,000.00

WHEREFORE, the plaintiff Robert J. Tarves, Jr., demands judgment against the defendants Township of Gloucester, Gloucester Township Police Department and Officer Michael Miller, individually and as agent, servant or employee of the co-defendants, for damages together with costs of suit.

#### SECOND COUNT

1. The plaintiff Amy Tarves, hereby repeats the allegations of the First Count of the Complaint as though the same were set forth herein at length.

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February 7, 2008

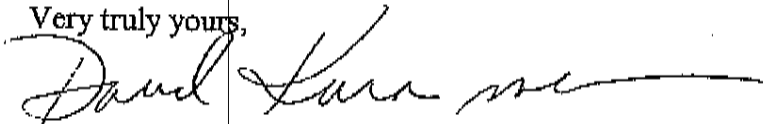
James A. Mullen, Jr., Esquire  
35 Kings Highway East  
Haddonfield, NJ 08033

**RE: Robert and Amy Tarves v. Township of Gloucester, et al.**  
**Docket Number: L-6941-06**  
**Claim Number: CDV 5046**

Dear Mr. Mullen:

Enclosed please find the settlement draft in the amount of \$35,000.00.

Very truly yours,



David P. Karamessinis

DPK:kmj

RELEASE

This Release, dated , 2009
By the Releaser(s) ROBERT J. TARVES, JR. and AMY TARVES, his wife
referred to as "I"

TO: TOWNSHIP OF GLOUCESTER, GLOUCESTER TOWNSHIP POLICE DEPARTMENT, OFFICER MICHAEL MILLER and ST. PAUL INSURANCE COMPANY

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

1. Release. I release and give up any and all claims and rights which I may have against you. This releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. I specifically release the following claims:

For personal injuries, permanent and/or temporary disability, medical and/or hospital expenses and any other incidental expenses and losses resulting out of an accident that occurred on December 21, 2005 within the confines of the Township of Gloucester in the County of Camden and State of New Jersey, as more delineated in the Superior Court of New Jersey, Docket No. L-6941-06.

It is expressly understood and agreed that the acceptance of said amount is in full accord and satisfaction and in compromise of all disputed claims and that the payment thereof is not an admission of liability but is made for the purpose of terminating all disputes and litigation between the parties hereto.

The undersigned hereby discharges and agrees to indemnify and save harmless the Releasee(s) from any liens asserted by any health care carrier, health care provider, hospital, insurer or attorney for medical expenses, hospital expenses, lost wages payments, attorneys liens, subrogation claims or liens or any child support or worker's compensation liens to the extent required to be paid in accordance with the law which is a result of this accident or occurrence or against me/us whether or not it pertains to this accident or occurrence. The undersigned hereby certified and represents to the Releasee(s) that he/she/they have fully disclosed the name, address, telephone number, policy number, and claim number, and docketed judgment number for child support as well as amount claimed, as a lien, by any health care carrier, health care provider, worker's compensation carrier, subrogation insurance carrier, or attorney as a result of this accident or occurrence or against me/us whether or not it pertains to this accident or occurrence.

2. Payment. I have been paid a total of \$35,000.00 as full payment for making this release. I agree that I will not seek anything further including any other payment from you. All outstanding medical bills or liens, to the extent required to be paid in accordance with the law, will be satisfied out of the proceeds of the within settlement.

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 for your rights and responsibilities, such as your heirs or the executor of your estate.

4. Signatures. I understand and agree to the terms of this Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

Robert J. Tarves, Jr. signature

ROBERT J. TARVES, JR.

Amy Tarves signature

AMY TARVES

STATE OF

New Jersey

COUNTY OF

Camden

I, Notary, that on Robert J. Tarves, Jr. and Amy Tarves, his wife, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person): (a) is named in and personally signed this document; (b) signed, sealed and delivered this document as his or her act and deed.

Prepared By:

James A. Mollen, Jr. signature

JAMES A. MOLLEN, JR., ESQUIRE

Ada R. Simiriglia signature

ADA R. SIMIRIGLIA
NOTARY PUBLIC OF NEW JERSEY
Commission Expires 12/31/2011