BRAMNICK, RODRIGUEZ
MITTERHOFF, GRABAS & WOODRUFF, LLC

ATTORNEYS AT LAW

1827 EAST SECOND STREET
SCOTCH PLAINS, NEW JERSEY 07076
908.322.7000
FAX 908.322.6997
www.jonbramnick.com
Email: jonbramnick@jonbramnick.com

JON M. BRAMNICK*Δ
JOHN C. RODRIGUEZ
STEPHANIE ANN MITTERHOFF*
GARY J. GRABAS
CASEY J. WOODRUFF
JONATHAN P. ARNOLD*°
PATRICK J. MANGAN□

DANIEL O. SLOAN
KELLY A. LYNCH
ROBERT C. ROWBOTHAM, II
BRIAN J. TREMBLEY°

* NEW JERSEY CERTIFIED CIVIL TRIAL ATTORNEY
Δ MEMBER OF N.J., N.Y. & FLA. BARS
° MEMBER OF N.J. & N.Y. BARS
□ MEMBER OF N.J. & LA. BARS

OF COUNSEL
MICHAEL HERBERT

MORRIS COUNTY OFFICE
7 JAMES STREET
FLORHAM PARK, NJ 07932
973.660.0006

ESSEX COUNTY OFFICE
972 BROAD STREET · SUITE 602
NEWARK, NJ 07102
973.273.0023

MIDDLESEX COUNTY OFFICE
WILLIAMSBURG COMMONS
2G AUER COURT
EAST BRUNSWICK, NJ 08816
732.651.9999

March 1, 2013

VIA REGULAR MAIL &
CERTIFIED MAIL –
RRR # 7009 0820 0000 8442 5481

Mr. Abubaker Jalloh
City of Plainfield
City Hall
515 Watchung Ave.
Plainfield, NJ 07061

RE: [redacted] v Samuel Woody et als
Docket No.: UNN L 695 13

Dear Mr. Jalloh:

Enclosed with regard to the above referenced matter, please find summons and complaint being served upon you pursuant to the Rules of Court. Kindly forward same to your insurance company.

Very truly yours,

STEPHANIE ANN MITTERHOFF

SAM/bfs
Encl

cc: [redacted]
Mr. Steve Daveggia, Inservco Insurance Services, Inc.
Mr. Terrance Little, State of New Jersey

BRAMNICK, RODRIGUEZ
MITTERHOFF, GRABAS & WOODRUFF, LLC

ATTORNEYS AT LAW

1827 EAST SECOND STREET
SCOTCH PLAINS, NEW JERSEY 07076
908.322.7000
FAX 908.322.6997
www.jonbramnick.com
Email: jonbramnick@jonbramnick.com

JON M. BRAMNICK*Δ
JOHN C. RODRIGUEZ
PHANIE ANN MITTERHOFF*
GARY J. GRABAS
CASEY J. WOODRUFF
JONATHAN P. ARNOLD*°
PATRICK J. MANGAN°

DANIEL O. SLOAN
KELLY A. LYNCH
ROBERT C. ROWBOTHAM, II
BRIAN J. TREMBLEY°

OF COUNSEL
MICHAEL HERBERT

MORRIS COUNTY OFFICE
7 JAMES STREET
FLORHAM PARK, NJ 07932
973.660.0006

ESSEX COUNTY OFFICE
972 BROAD STREET · SUITE 602
NEWARK, NJ 07102
973.273.0023

MIDDLESEX COUNTY OFFICE
WILLIAMSBURG COMMONS
2G AUER COURT
EAST BRUNSWICK, NJ 08816
732.651.9999

* NEW JERSEY CERTIFIED CIVIL TRIAL ATTORNEY
Δ MEMBER OF N.J., N.Y. & FLA. BARS
° MEMBER OF N.J. & N.Y. BARS
□ MEMBER OF N.J. & LA. BARS

February 11, 2013

UNNL 695 13

RECEIVED / FILED
Superior Court of New Jersey
FEB 20 2013
CIVIL CASE MANAGEMENT
UNION COUNTY

Deputy Clerk
Union County Superior Court
Civil Part – Law Division
2 Broad Street
Elizabeth, NJ 07207

RE: [redacted] v Samuel Woody et als

Dear Sir/Madam:

Enclosed, please find an original and copy of Complaint and Case Information Statement with regard to the above referenced matter. Kindly file the original and return a copy with Docket Number to my office in the enclosed self-addressed stamped envelope provided. A check in the amount of $200.00 is also enclosed to cover costs.

Very truly yours,

STEPHANIE ANN MITTERHOFF

SAM/bfs
Encl.

cc: [redacted]
Mr. Steve Daveggia, Inservco Insurance Services, Inc.
Mr. Terrance Little, Esq.
County of Union

BRAMNICK, RODRIGUEZ, MITTERHOFF,
GRABAS & WOODRUFF, LLC
1827 EAST SECOND STREET
SCOTCH PLAINS, NJ 07076
Telephone: (908) 322-7000
Facsimile: (908) 322-6997
Attorneys for Plaintiff

RECEIVED / FILED
Superior Court of New Jersey
FEB 2 0 2013
CIVIL CASE MANAGEMENT
UNION COUNTY

[redacted]

Plaintiff,

v.

SERGEANT SAMUEL L. WOODY, PLAINFIELD POLICE DEPARTMENT, CITY OF PLAINFIELD, COUNTY OF UNION AND STATE OF NEW JERSEY,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: UNION COUNTY

DOCKET NO. UNNL 695 13

Civil Action

COMPLAINT AND JURY DEMAND

Plaintiff, [redacted]

County of Union and State of New Jersey, by way of complaint, states:

FIRST COUNT (FALSE IMPRISONMENT)

1. That on or about July 24, 2011, the Plaintiff, [redacted], was falsely imprisoned by Defendant, Sergeant Samuel L. Woody, without legal justification.

2. That on or about July 24, 2011, the Defendant, **SERGEANT SAMUEL WOODY'S** intentional and deliberate actions instigated a criminal proceeding resulting in confinement of Plaintiff, [redacted]

3. That on or about July 24, 2011, the Defendant, **SERGEANT SAMEUL L. WOODY,** acted maliciously and without probable cause resulting in physical and psychological damage to Plaintiff, [redacted]

4. That all criminal charges brought against Plaintiff, [redacted], were dismissed.

5. As a direct and proximate result of said assault, the Plaintiff, [redacted], was caused to suffer injuries, has and will be compelled to seek medical treatment; has and will be incapacitated from her normal activities; has incurred out-of-pocket expenses, including but not limited to medical bills, lost wages and other out-of-pocket expenses; and has suffered pain and will suffer in the future.

WHEREFORE, based upon the foregoing, the Plaintiff, [redacted] demands judgment against the Defendants for said sums that would reasonably and properly compensate her in accordance with the laws of the State of New Jersey together with interest and court costs.

SECOND COUNT (SEXUAL ASSAULT)

1. Plaintiff repeats, reiterates and realleges each and every allegation contained in the First Count as if same were set forth at length herein.

2. That on or about July 24, 2011, the Defendant, **SERGEANT SAMUEL L. WOODY**, did cause Plaintiff, [redacted] to be injured by intentionally and violently sexually assaulted Plaintiff, which caused her to sustain serious bodily and emotional injuries.

3. That on or about July 24, 2011, the Defendant, **SERGEANT SAMUEL L. WOODY**, used his authority as a police officer to sexually, physically and psychologically abuse Plaintiff, [redacted].

4. That on or about July 24, 2011, the Defendant, **SERGEANT SAMUEL L. WOODY,** sexually assaulted Plaintiff, [redacted], with malice and with a wanton disregard of Plaintiff's personal rights and sensitivities.

5. As a direct and proximate result of said assault, the Plaintiff, [redacted], was caused to suffer injuries, has and will be compelled to seek medical treatment; has and will be incapacitated from her normal activities; has incurred out-of-pocket expenses, including but not limited to medical bills, lost wages and other out-of-pocket expenses; and has suffered pain and will suffer in the future.

WHEREFORE, based upon the foregoing, the Plaintiff, [redacted] demands judgment against the Defendants for said sums that would reasonably and properly compensate her in accordance with the laws of the State of New Jersey together with interest and court costs.

THIRD COUNT (PUNITIVE DAMAGES)

1. Plaintiff repeats, reiterates and realleges each and every allegation contained in the First and Second Courts as if the same were set forth at length herein.

2. The conduct of the Defendant, **SERGEANT SAMUEL L. WOODY**, was accompanied by malice and a wanton and willful disregard of the certainty that Plaintiff would be severely harmed by that conduct. As a result of Defendant's, **SERGEANT SAMUEL L. WOODY'S** reckless disregard of the likelihood of serious harm, Plaintiff suffered severe bodily and emotional injuries.

WHEREFORE, based upon the foregoing, the Plaintiff, [redacted] demands judgment against the Defendants for punitive damages in accordance with N.J.S.A. 2A:15-5.9 et seq. together with interest and court costs.

FOURTH COUNT (INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)

1. Plaintiff repeats, reiterates and realleges every allegation made in the First, Second and Third Counts as if those allegations were set out at length herein.

2. Defendant, **SERGEANT SAMUEL L. WOODY**, negligently caused Plaintiff, [redacted], to fear immediate personal injury causing an immediate emotional and physical impact upon her wellbeing; and guaranteeing the likelihood of a genuine and serious claim for emotional distress.

3. As a direct and proximate result of said assault, the Plaintiff, [redacted] was caused to suffer injuries, has and will be compelled to seek medical treatment; has and will be incapacitated from her normal activities; has incurred out-of-pocket expenses, including but not limited to medical bills, lost wages and other out-of-pocket expenses; and has suffered pain and will suffer in the future.

WHEREFORE, based upon the foregoing, the Plaintiff, [redacted] demands judgment against the Defendants for said sums that would reasonably and properly compensate her in accordance with the laws of the State of New Jersey together with interest and court costs.

FIFTH COUNT (MALICIOUS PROSECUTION)

1. Plaintiff repeats, reiterates and realleges every allegation made in the First, Second, Third and Fourth Counts as if those allegations were set out at length herein.

2. Defendant, **SERGEANT SAMEUL L. WOODY**, maliciously prosecuted Plaintiff, [redacted] without probable cause and without a reasonable ground of suspicion supported by circumstances sufficient to warrant an ordinarily prudent person in

believing she was guilty of an offense in order to abuse his authority as a police officer over Plaintiff. All charges against Plaintiff was dismissed.

3. As a direct and proximate result of said assault, the Plaintiff, [redacted], was caused to suffer injuries, has and will be compelled to seek medical treatment; has and will be incapacitated from her normal activities; has incurred out-of-pocket expenses, including but not limited to medical bills, lost wages and other out-of-pocket expenses; and has suffered pain and will suffer in the future.

WHEREFORE, based upon the foregoing, the Plaintiff, [redacted] demands judgment against the Defendants for said sums that would reasonably and properly compensate her in accordance with the laws of the State of New Jersey together with interest and court costs.

SIXTH COUNT (VIOLATION 42 U.S.C.A. § 1983)

1. Plaintiff repeats, reiterates and realleges every allegation made in the First, Second, Third, Fourth and Fifth Counts as if those allegations were set out at length herein.

2. Defendant, **SERGEANT SAMUEL L. WOODY**, while acting under the color of law, deprived Plaintiff, [redacted], of rights, privileges and immunities secured by the Constitution and/or Federal Law in violation of 42 U.S.C.A. § 1983.

3. As a direct and proximate result of said assault, the Plaintiff, [redacted], was caused to suffer injuries, has and will be compelled to seek medical treatment; has and will be incapacitated from her normal activities; has incurred out-of-pocket expenses, including but not limited to medical bills, lost wages and other out-of-pocket expenses; and has suffered pain and will suffer in the future.

WHEREFORE, based upon the foregoing, the Plaintiff, [redacted] demands judgment against the Defendants for said sums that would reasonably and property compensate her in accordance with the laws of the State of New Jersey together with interest and court costs.

SEVENTH COURT (Negligent Hiring)

1. Plaintiff repeats, reiterates and realleges every allegation made in the First, Second, Third, Fourth, Fifth and Sixth Counts as if those allegations were set out at length herein.

2. Defendants, **PLAINFIELD POLICE DEPARTMENT, CITY OF PLAINFIELD, COUNTY OF UNION and STATE OF NEW JERSEY,** were negligent in their hiring, supervision and training of Defendant, **SERGEANT SAMUEL L. WOODY.**

3. Defendants, **PLAINFIELD POLICE DEPARTMENT'S, CITY OF PLAINFIELD'S, COUNTYOF UNION'S and STATE OF NEW JERSEY'S** negligence in their hiring, supervision and training of Defendant, **SERGEANT SAMUEL L. WOODY**, was a proximate cause of the incident and the resultant injuries to Plaintiff, [redacted]

4. **WHEREFORE**, Plaintiff, [redacted], demands judgment against the Defendants for said sums that would reasonably and properly compensate her in accordance with the laws of the State of New Jersey together with interest and court costs.

Dated: February 11, 2013

BRAMNICK, RODRIGUEZ, MITTERHOFF, GRABAS & WOODRUFF, LLC
Attorneys for Plaintiff

BY: STEPHANIE ANN MITTERHOFF, ESQ.

JURY DEMAND

Plaintiffs hereby demand a trial by jury as to all issues in this matter.

Dated: February 11, 2013

BRAMNICK, RODRIGUEZ, MITTERHOFF, GRABAS & WOODRUFF, LC
Attorneys for Plaintiff

BY: STEPHANIE ANN MITTERHOFF, ESQ.

INTERROGATORIES

Demand is herein made for each named Defendant to supply fully responsive answers to Interrogatories, Forms C and Form C(2) from Appendix II of the Current New Jersey Court Rules as required by R. 4:17-1(b)(1).

DESIGNATION OF TRIAL ATTORNEY

In accordance with R. 4:25-4, STEPHANIE ANN MITTERHOFF, ESQ., is named as the Designated Trial Attorney for this matter.

CERTIFICATION

STEPHANIE ANN MITTERHOFF, ESQ., attorney for the Plaintiff, certifies:

1. The matter in controversy is not the subject of any other action pending in any court and is not the subject of a pending arbitration proceeding.

2. No other action or arbitration proceeding is contemplated.

3. There is no other party who should be joined in this action to my knowledge as of the present time.

Dated: February 11, 2013

BRAMNICK, RODRIGUEZ, MITTERHOFF, GRABAS & WOODRUFF, LLC
Attorney for Plaintiff

BY: STEPHANIE ANN MITTERHOFF, ESQ.

Appendix XII-B1

CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial Law Division Civil Part pleadings (not motions) under *Rule* 4:5-1
Pleading will be rejected for filing, under *Rule* 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed

FOR USE BY CLERK'S OFFICE ONLY
PAYMENT TYPE: ☐ CK ☐ CG ☐ CA
CHG/CK NO.
AMOUNT:
OVERPAYMENT:
BATCH NUMBER:

ATTORNEY / PRO SE NAME	TELEPHONE NUMBER	COUNTY OF VENUE
Stephanie Ann Mitterhoff, Esq.	(908) 322-7000	Union

FIRM NAME (if applicable)	DOCKET NUMBER (when available)
Bramnick, Rodriguez, Mitterhoff, Grabas & Woodruff, LLC	UNNL 695 13
OFFICE ADDRESS 1827 East Second Street Scotch Plains NJ 07076	DOCUMENT TYPE Complaint
	JURY DEMAND ■ YES ☐ NO

NAME OF PARTY (e.g., John Doe, Plaintiff)	CAPTION
[redacted]	[redacted] v Sergeant Samuel L. Woody, Plainfield Police Department and City of Plainfield

CASE TYPE NUMBER (See reverse side for listing)	IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ■ NO IF YOU HAVE CHECKED "YES," SEE *N.J.S.A.* 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.
602, 005	
RELATED CASES PENDING? ☐ YES ■ NO	IF YES, LIST DOCKET NUMBERS
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? ☐ YES ■ NO	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) ☐ NONE ■ UNKNOWN

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP?	IF YES, IS THAT RELATIONSHIP:
☐ YES ■ NO	☐ EMPLOYER/EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ OTHER (explain) ☐ FAMILIAL ☐ BUSINESS

DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? ☐ YES ■ NO

USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION

DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? ☐ YES ■ NO	IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION
WILL AN INTERPRETER BE NEEDED? ☐ YES ■ NO	IF YES, FOR WHAT LANGUAGE?

I 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(b).

ATTORNEY SIGNATURE:

Side 2

CIVIL CASE INFORMATION STATEMENT
(CIS)

Use for initial pleadings (not motions) under *Rule* 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

151 NAME CHANGE
175 FORFEITURE
302 TENANCY
399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
502 BOOK ACCOUNT (debt collection matters only)
505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
506 PIP COVERAGE
510 UM or UIM CLAIM (coverage issues only)
511 ACTION ON NEGOTIABLE INSTRUMENT
512 LEMON LAW
801 SUMMARY ACTION
802 OPEN PUBLIC RECORDS ACT (summary action)
999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

305 CONSTRUCTION
509 EMPLOYMENT (other than CEPA or LAD)
599 CONTRACT/COMMERCIAL TRANSACTION
603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
605 PERSONAL INJURY
610 AUTO NEGLIGENCE – PROPERTY DAMAGE
621 UM or UIM CLAIM (includes bodily injury)
699 TORT – OTHER

Track III - 450 days' discovery

005 CIVIL RIGHTS
301 CONDEMNATION
602 ASSAULT AND BATTERY
604 MEDICAL MALPRACTICE
606 PRODUCT LIABILITY
607 PROFESSIONAL MALPRACTICE
608 TOXIC TORT
609 DEFAMATION
616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
617 INVERSE CONDEMNATION
618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
303 MT. LAUREL
508 COMPLEX COMMERCIAL
513 COMPLEX CONSTRUCTION
514 INSURANCE FRAUD
620 FALSE CLAIMS ACT
701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Centrally Managed Litigation (Track IV)

280 ZELNORM
285 STRYKER TRIDENT HIP IMPLANTS
288 PRUDENTIAL TORT LITIGATION
290 POMPTON LAKES ENVIRONMENTAL LITIGATION
291 PELVIC MESH/GYNECARE
292 PELVIC MESH/BARD

Mass Tort (Track IV)

248 CIBA GEIGY
266 HORMONE REPLACEMENT THERAPY (HRT)
271 ACCUTANE
274 RISPERDAL/SEROQUEL/ZYPREXA
275 ORTHO EVRA
277 MAHWAH TOXIC DUMP SITE
278 ZOMETA/AREDIA
279 GADOLINIUM
281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL
282 FOSAMAX
283 DIGITEK
284 NUVARING
286 LEVAQUIN
287 YAZ/YASMIN/OCELLA
601 ASBESTOS

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics.

Please check off each applicable category ☐ **Putative Class Action** ☒ **Title 59**

RELEASE

This Release, dated May 12, 2016, is given

BY [redacted] referred to as "I".

TO SERGEANT SAMUEL L. WOODY, PLAINFIELD POLICE DEPARTMENT, CITY OF PLAINFIELD, JOHN DOES 1-10 or employees of the City of Plainfield Police Department, individually and in their official capacities,

referred to as "You".

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: any and all claims for personal injury and/or property damage resulting from alleged violations of my federal and/or state constitutional rights and/or commission of Common Law Torts as a result of an incident which occurred on July 24, 2011 in the City of Plainfield, New Jersey, and filed under docket number UNN-L-695-13 in the Superior Court of New Jersey.

2. I further waive any right, which I may have under Federal and/or State Statutes to petition the Court for payment of counsel fees incurred concerning these claims. I further acknowledge that the settlement of these claims does not constitute, nor should it be construed or considered as an admission of liability, guilt, or non-compliance with any Federal, State or Local Law, or any other wrongdoing whatsoever on the part of this lawsuit

3. I further agree that no further payments from the named Releasees will be sought.

4. I understand that by signing this Release I waive and relinquish any claim, right, or entitlement to any legal or equitable relief with respect to any claim, which is the subject matter of the incident which occurred on July 24, 2011 in the City of Plainfield, New Jersey.

5. **Payment.** In consideration for making this Release, you have agreed to pay me a settlement of Six Hundred Thousand Dollars ($600,000.00).

6. I acknowledge that I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as heirs or the executor of their estate is also bound. This Release is made for my benefit and all who succeed them, rights and responsibilities such as heirs, or executors of

my estate.

Witnessed or Attested by:

[redacted] {Seal}

STATE OF NEW JERSEY

ss:

COUNTY OF UNION

I CERTIFY that on May 12, 2016, [redacted], personally came before me and acknowledged under oath, to my satisfaction, that this person:

(a) is named and personally signed this document; and

(b) signed, sealed and delivered this document as his or her act and deed.

Ann Marie DeSantis
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES August 13, 2019