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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
CAMDEN VICINAGE

JAMES J. BINNS

Plaintiff,

v.

POLICE OFFICER CHRISTOPHER
TARONCHER, ALLEN GINSBERG and
BARBARA GINSBERG, husband and
wife, and the BARBARA GINSBERG
LIVING TRUST, jointly,
severally and in the
alternative.

Defendants.

CIVIL ACTION

Case No.

COMPLAINT AND JURY DEMAND

Plaintiff, James Binns, by and through his counsel, the law firm of Hankin Sandman & Palladino, by way of Complaint against Defendants Police Officer Christopher Taroncher ("Officer Taroncher"), Allen and Barbara Ginsberg ("Ginsbergs"), and the Barbara Ginsberg Living Trust ("Trust"), says as follows:

NATURE OF THE ACTION

1. This is an action pursuant 42 U.S.C. § 1983 for a violation of Plaintiff's rights secured by the Constitution of the United States of America and related Federal, New Jersey and common law causes of action.

PARTIES

2. Plaintiff, James J. Binns, is a domiciliary of the Commonwealth of Pennsylvania, who owns and resides in a house located at 9214 Amherst Avenue, Margate, New Jersey (Binns's house").

3. Defendant, Officer Taroncher, is a domiciliary of the State of New Jersey, residing at 12 Chancellor Park Drive, Mays Landing, New Jersey.

4. Defendants, the Ginsbergs, are husband and wife who reside in a house at 9216 Amherst Avenue, Margate, New Jersey (the Ginsbergs' house").

5. Defendant, the Trust, which is the title owner to the Ginsbergs' house, is an entity of the Commonwealth of Pennsylvania located at 8 Legacy Oaks Drive, Richboro, Pennsylvania, the trustee of which is Defendant, Barbara Ginsberg.

JURISDICTION

6. Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1331 because this case involves claims arising under the laws and Constitution of the United States of America.

7. Jurisdiction over plaintiff's state law claims is appropriate pursuant to 28 U.S.C. § 1367 because such claims are part of the same case and controversy that gives rise to the claims over which the Court exercises original jurisdiction pursuant to 28 U.S.C. § 1331.

FACTS COMMON TO ALL COUNTS

Background

8. At all relevant times, Officer Taroncher was a police officer employed by Margate City, a political subdivision of the State of New Jersey, located in Atlantic County, and acted under color of law.

9. At all relevant times, the Ginsbergs acted in concert with one another with respect to all conduct alleged herein.

10. At all relevant times, the Ginsbergs acted in their individual capacities and as agents, employees, or servants of the Trust.

11. The Binns and Ginsberg houses are physically connected to one another as part of a three (3) townhouse subdivision, each townhouse being owned in fee simple.

12. The Binns house is on one end and the Ginsberg house is in the center of the 3 townhouse subdivision.

13. Four (4) air conditioning condensers, two servicing Binns's house and two servicing Ginsbergs' house, were located on the side of Binns's house within Binns's property line.

THE CIVIL DISPUTE

14. During the summer months of 2011, Binns repeatedly complained to the Ginsbergs that their condensers were malfunctioning, unduly noisy, vibrated excessively and shook his house.

15. Binns repeatedly asked the Ginsbergs to repair, replace and ultimately to remove the malfunctioning condensers.

16. Despite these repeated requests during July, August, September, October and November, the Ginsbergs refused to adequately repair, replace or remove the malfunctioning condensers from Binns's property.

17. Allen Ginsberg told Binns that the property upon which the Ginsberg condensers was located was owned in common by the Ginsbergs and that they had been granted an easement over Binns's land that entitled them to locate their condensers on the property.

18. Allen Ginsberg lied to Binns that he had viewed documents on file in Mays Landing that granted the Ginsbergs common ownership to Binns's property and an easement over Binns's property.

19. Allan Ginsberg also lied to Binns that he had retained an attorney who confirmed the common ownership of Binns's property and the grant of an easement permitting his condensers to be on Binns's property.

20. On information and belief, Plaintiff alleges that Allen Ginsberg never saw a document in Mays Landing or anywhere else that conveyed common ownership or granted an easement over Binns's property for the condensers and he never received an opinion from an attorney confirming the grant of an easement or common ownership of Binns's property so as to permit the condensers to be on Binns's property.

21. On several occasions after Binns's initial complaint Barbara Ginsberg spoke with John Scott Abbott ("Mr. Abbott"), who drafted the Declaration of Easements for the townhouse subdivision that was included in the deeds to the Binns and Ginsberg houses.

22. On each occasion, Abbott told Barbara Ginsberg that the Declaration of Easements he drafted and provided to her and which was on file with Margate City did not permit the

Ginsbergs' condensers to be on Binns's property.

23. Abbott told Barbara Ginsberg that the Ginsberg condensers were designed to be affixed to a platform attached to the rear of their house according to the building plans on file with Margate City.

24. The Ginsbergs were in receipt of a copy of the filed building plans which contained a drawing that showed their condensers located on a platform attached to the rear of their house.

25. Despite the fact that Barbara Ginsberg was advised by Abbott that the Declaration of Easements was not intended to cover her condensers, that she was in possession of building plans and drawings that showed the condensers located on a platform attached to the rear of her house, that no easement existed of record, that neither Ginsberg saw documents which granted them common ownership or an easement over Binns's property and that they never received a legal opinion that an easement existed permitting the condensers to be on Binns's property, the Ginsbergs nevertheless continued to falsely assert that they owned in common that portion of Binns's property on which the malfunctioning condensers were located and that they owned an easement which entitled them to locate the condensers on Binns's property.

26. On October 28, 2011, Robert J. Trought, Esquire, in-house counsel for the Stewart Title Guarantee Company (the "Title Company"), which insured title to Binns's house, wrote to the Ginsbergs and requested that the units be removed from Binns's property, or that an easement be purchased by them from Binns.

27. The Ginsbergs spoke with Mr. Trought but otherwise ignored his letter.

28. After months of stonewalling by the Ginsbergs, Binns hired an HVAC contractor to professionally disconnect the Ginsbergs' malfunctioning condensers and place them on the Ginsbergs' property.

29. On December 11, 2011, the HVAC contractor carefully disconnected the condensers, carefully crimped the copper tubing, carefully taped the electric wires and carefully placed them in front of the Ginsbergs' garage.

30. The HVAC contractor caused no damage whatsoever to the condensers.

THE GINSBERG CONSPIRACY

31. At a time unknown to Plaintiff, but at least during the summer and/or fall of 2011, the Ginsbergs conspired with each other to extort an easement from Binns.

32. The initial and overt act in furtherance of the Ginsberg conspiracy was the placement of a telephone call by

Allen Ginsberg to Binns on the evening of December 11, 2011 during which Ginsberg threatened Binns with criminal prosecution.

33. Another overt act in furtherance of the Ginsberg conspiracy was the placement by Barbara Ginsberg of a telephone call to the Margate Police Department to report that Binns had illegally disconnected her condensers and in so doing, damaged them.

OFFICER TARONCHER'S SCHEME TO DEPRIVE BINNS OF HIS CIVIL RIGHTS
BY TAMPERING WITH EVIDENCE, MAKING FALSE STATEMENTS TO THE
ATLANTIC COUNTY PROSECUTOR, MISUSING POLICE POWER, SUPPRESSING
EXCULPATORY EVIDENCE AND MAKING FALSE STATEMENTS UNDER OATH

34. On December 12, 2013, Officer Taroncher responded to Barbara Ginsberg's call and met with her at 9216 Amherst Avenue.

35. Officer Taroncher immediately decided to implement a scheme to arrest Binns and charge him with the Third Degree Offense of Criminal Mischief.

36. Officer Taroncher's scheme violated various provisions of the New Jersey Administrative Code, including, but not limited to, 4A:2-2.3(a)(1); 4A:2-2.3(a)(6); 4A:2-2.3(a)(7); and 4A:2-23(a)(11), Police Department Rules and Regulations, including, but not limited to, 3.1.1; 3.1.7; 6.8(a); 8.1.6(a); 8.1.6(k) and 8.1.35, the New Jersey Code of Criminal Justice including, but not limited to, N.J.S.A. 2C:28-3,

N.J.S.A. 2C:28-4, N.J.S.A. 2C:28-6 and N.J.S.A. 2C:30-2, the New Jersey Constitution and the Fourth and Fourteenth Amendments to the United States Constitution.

37. In furtherance of his scheme, Officer Taroncher solicited a statement of loss/damage from Barbara Ginsberg.

38. Officer Taroncher told Barbara Ginsberg that the statement of loss/damage had to exceed \$2,000.00 in order for him to charge Binns with a Third Degree Offense of Criminal Mischief.

39. In response to Officer Taroncher's solicitation and in furtherance of the Ginsberg conspiracy, without the benefit of so much as a professional inspection of the condensers, Barbara Ginsberg fabricated an artificially high statement of loss/damage in the amount of \$5,000.00, which had no basis in fact.

40. At the time she fabricated the statement of loss/damage Barbara Ginsberg knew it to be false.

41. Barbara Ginsberg also furnished Officer Taroncher with a copy of the letter she received from Mr. Trought.

42. In furtherance of his scheme, and in order to remain willfully blind, Officer Taroncher never contacted Mr. Trought.

43. While Officer Taroncher was at the Ginsberg house, the Chief of the Margate Police Department, David Wolfson, stopped

by and told Officer Taroncher that the dispute over the condensers was an ongoing civil property dispute between neighbors that did not warrant a criminal investigation.

44. In furtherance of his malicious scheme, Officer Taroncher ignored Chief Wolfson's advice and initiated a spurious criminal "investigation" with the preordained intent of fabricating, slanting and/or withholding evidence in order to falsely arrest Binns and charge him with the Third Degree criminal offense of Criminal Mischief.

45. Taroncher was admonished by another Margate Commander, Lt. Kenneth Bergeron, that the condensers had been professionally removed, had not been damaged, and that there was no basis for a criminal charge against Binns.

46. In furtherance of his scheme, Officer Taroncher ignored Lt. Bergeron's admonition.

47. In furtherance of his scheme, Officer Taroncher then fabricated his own artificially high value of the alleged "damage" to the condensers in order to justify charging Binns with the Third Degree offense of Criminal Mischief.

48. To accomplish that part of his scheme, Officer Taroncher telephoned the Jenkins Plumbing and Heating Company and solicited an artificially high estimate from Jeffrey Jenkins, to repair or replace the condensers.

49. During his conversation with Mr. Jenkins, Officer Taroncher was particularly interested in fabricating an estimate in excess of \$2,000.00, in order to charge Binns with the Third Degree Offense of Criminal Mischief.

50. Mr. Jenkin's initial "oral" estimate of damage was exactly \$2,000.00 unless the condensers were not removed properly, i.e., if the refrigerant was not pumped out, if the valves were not closed and if moisture had penetrated the units, in which case his oral estimate would be \$3,500.00 per condenser, to replace them.

51. In furtherance of his scheme and because he sought an estimate in excess of \$2,000.00, Officer Taroncher intentionally remained silent and did not tell Mr. Jenkins that the condensers had been professionally removed with the copper tubing crimped and electric wires capped or provide any other information on the condensers or ask any further questions.

52. Officer Taroncher intentionally did not ask Mr. Jenkins for a "written" estimate.

53. Officer Taroncher achieved the artificially high estimate from Mr. Jenkins by falsely representing to him that the condensers had been ripped out with their pipes cut, wires ripped, and thrown behind a garage and could not be reconnected because of the damage they had sustained.

54. Officer Taroncher also spoke with Patrick Callaghan, the HVAC contractor hired by the Ginsbergs to re-connect the condensers but Mr. Callaghan told Officer Taroncher that the malfunctioning condensers should be replaced, not because they were damaged but because the units had exceeded their useful life span and reconnecting them would not have been cost effective.

55. In furtherance of his scheme, Officer Taroncher ignored that information from Mr. Callaghan and never repeated it to anyone, including the Assistant Atlantic County Prosecutors with whom he spoke later.

56. Later, on December 12, 2011, Officer Taroncher met with Roger Rubin, the Land Use Administrator of Margate City, to inquire about the existence of an easement over Binns's property for the Ginsbergs's condensers.

57. Mr. Rubin furnished Officer Taroncher with a Declaration of Easements that had been drafted by Mr. Abbott, the attorney who represented the developer who sold Binns and the Ginsbergs their houses. Abbott's name appeared prominently on the Declaration.

58. The Declaration made no mention of air conditioner condensers and Mr. Rubin told Officer Taroncher to ask Mr.

Abbott whether the Declaration of Easements was intended to include the Ginsbergs' condensers.

59. In furtherance of his scheme, Officer Taroncher telephoned Mr. Abbott but, in order to remain willfully blind, never asked him whether the Declaration of Easements was intended to include the Ginsbergs' condensers.

60. On the morning of December 13, Binns spoke with Officer Taroncher by telephone and confirmed that he (Binns) hired the HVAC contractor who removed the Ginsberg's malfunctioning condensers from his property. In addition, he gave Officer Taroncher the telephone number of his attorney, Stephen Hankin, Esquire, and suggested that Officer Taroncher speak with Mr. Hankin concerning the absence of an easement for the malfunctioning condenser units.

61. In furtherance of his scheme, and in order to remain willfully blind, Officer Taroncher never called Mr. Hankin.

62. Later, on December 13, 2011, in furtherance of their conspiracy, the Ginsbergs met with Patrick Callaghan, an HVAC contractor, and plotted to re-install the malfunctioning condensers on Binns's property.

63. In furtherance of their conspiracy, the Ginsbergs, along with the unknowing Mr. Callaghan and one of his employees, trespassed onto Binns's property.

64. When Binns discovered them on his property he directed them to leave.

65. In furtherance of the Ginsberg conspiracy, Barbara Ginsberg told Allen Ginsberg to "call the police" and he did.

66. In response to the Ginsbergs' telephone call, Officer Taroncher, Sgt. Mark Ciambrone and Officer James Costa, all of the Margate Police Department, arrived at Binns's house.

67. Officer Taroncher accused Binns of causing over \$7,000.00 in damage by removing the Ginsberg's condensers.

68. Officer Taroncher falsely told Binns that he saw an easement that existed over Binns's property for the Ginsberg's condensers.

69. Binns immediately telephoned Mr. Hankin and offered the phone to Officer Taroncher so he might speak with him to secure assurance the Ginsbergs had no easement or other legal right to have their condensers on Binns's property.

70. In order to remain willfully blind, Officer Taroncher refused to take the phone from Binns to speak with Mr. Hankin and said "I ain't talking to him".

71. Thereafter, Officer Taroncher returned to the Margate Station to call the Atlantic County Prosecutor.

72. At the Margate Police Station, prior to telephoning the Atlantic County Prosecutor, Officer Taroncher discussed his "investigation" with Sgt. Ciambrone.

73. In furtherance of his scheme, Officer Taroncher intentionally withheld from Sgt. Ciambrone the letter from the Title Company that had been given to him by the Ginsbergs and made no reference to it whatsoever.

74. Officer Taroncher then placed a telephone call to the Atlantic County Prosecutor's Office and waited for an Assistant Prosecutor to come onto the line.

75. While he was on hold, Officer Taroncher told Sgt. Ciambrone, Officer Costa and Officer Michael Edge, that he was eager to arrest Binns.

76. Officer Taroncher told them that he wanted to arrest Binns before someone "upstairs" in the Police Department arrived and told him "no".

77. Officer Taroncher mockingly suggested that they ride to Binns's house on Margate Police Department motorcycles to arrest him, a reference to the fact that Binns had caused the donation of "four" Harley-Davidson motorcycles to the Margate City Police Department.

78. When asked by Sgt. Ciambrone how far he intended to take the matter, Officer Taroncher sarcastically replied "until

I get that round of golf. . . . give me that round of golf. . . I'll make the file disappear". This was a reference to Binns having long previously arranged for a Margate Police Captain, William Fritz, to play a round of golf at a highly rated course.

79. Referring to Binns's arrest, which he had already decided upon, Officer Taroncher told the Officers "I can't wait to tell the lady. She thinks it will probably take forever".

80. All of these recorded statements were made by Officer Taroncher before he engaged in any discussion with an Atlantic County Assistant Prosecutor to determine if there was a basis to arrest Binns.

81. Atlantic County Assistant Prosecutor Erica Halayko then picked up the telephone.

82. In furtherance of his scheme and although he had already decided to arrest Binns, Officer Taroncher "pretended" to seek legal advice from Ms. Halayko as to whether he could charge Binns with the Third Degree criminal offense of Criminal Mischief.

83. In order to receive authorization to arrest Binns and charge him with the Third Degree Criminal Offense of Criminal Mischief pursuant to NJS 2C:17-3B(2), Officer Taroncher, falsely and with malice, lied to Ms. Halayko, that: (a) the wires from the Ginsbergs' condensers had been "ripped out," the pipes cut,

and the condensers "thrown behind the garage"; (b) the Ginsbergs had a permit from Margate to have the condensers located on Binns's property; and (c) an easement existed allowing the Ginsberg condensers to be located on Binns's property.

84. Each of the representations made by Officer Taroncher to Ms. Halayko were false and known by him to be false when he made them, all in violation of NJS 2C:28-4.

85. In further violation of NJS 2C:28-4, Officer Taroncher: (a) purposely withheld from Ms. Halayko any reference to the letter from the Title Company written by Ryan J. Trought, Esquire; (b) did not tell Ms. Halayko that the condensers had been professionally removed and placed on the Ginsbergs driveway rather than being "ripped out" and "thrown" behind the garage; (c) did not tell Ms. Halayko that Chief Wolfson and Lt. Bergeron had advised him that there was no basis for a criminal charge against Binns; and (d) did not tell Ms. Halayko that Mr. Callaghan told him that the malfunctioning condensers had exceeded their useful life span and reconnecting them would not have been cost effective.

86. Ms. Halayko requested Officer Taroncher to fax her the discovery package, including the easement and a diagram of the scene, before she could give him an opinion about whether there

was a basis for a criminal charge and that she would call him back.

87. In violation of NJS 2C:28-6 and in furtherance of his scheme, Officer Taroncher, intentionally and with malice, removed the Title Company letter from the discovery package and faxed the remaining documents to Ms. Halayko.

88. After completing the fax, Officer Taroncher reinserted the letter from Mr. Trought back into the discovery package (case file).

89. When Ms. Halayko did not call him back soon enough and because he was anxious to arrest Binns before his superiors discovered his scheme, Officer Taroncher again telephoned the Atlantic County Prosecutor's Office, but spoke on this occasion with a different Assistant Prosecutor, Lauren Kirk, Esquire.

90. In furtherance of his scheme and in further violation of NJS 2C:28-4, Officer Taroncher repeated the false representations to Ms. Kirk, i.e., that Binns had cut the piping, ripped out the condensers and threw them behind the Ginsbergs' garage; and that an easement for the condensers existed; and that "permits" were on file with Margate City that specifically permitted the Ginsbergs' condensers to be located on Binns's property. Officer Taroncher also lied to Ms. Kirk

that "... the deed says there's an easement where its common ground."

91. In furtherance of his scheme and in further violation of NJS 2C:28-4, Officer Taroncher intentionally withheld from Ms. Kirk: (a) any reference to the Title Company letter written by Mr. Trought; (b) that he had removed the letter from the discovery package he faxed to Ms. Halayko; (c) that Binns's attorney, Stephen Hankin, could provide relevant information concerning the absence of an easement; (d) that there was an ongoing civil property dispute between Ginsberg and Binns over the location of the condensers; (e) that Chief Wolfson and Lt. Bergeron advised him that there was no basis to charge Binns with a crime; (f) that he was provided with a Declaration of Easements by Mr. Rubin that did not mention the condensers; (g) that he spoke with Mr. Abbott but never asked him whether the Declaration included an easement for the Ginsbergs's condensers; (h) that he refused to speak with Binns' attorney, Mr. Hankin, about the absence of an easement; (i) or that Mr. Callaghan, the Ginsbergs HVAC contractor, told him that the condensers had exceeded their useful life span and reconnecting them would not have been cost effective.

92. Ms. Kirk told Officer Taroncher that whether or not the estimate from Jeffrey Jenkins was "written" was important to her

decision as to whether he could charge Binns with the Third Degree Crime of Criminal Mischief.

93. Ms. Kirk asked Officer Taroncher if the \$7,000.00 estimate was "written".

94. In furtherance of his scheme and in further violation of NJS 2C:28-4, Officer Taroncher lied "yeah".

95. In addition to lying about the estimate being "written", Officer Taroncher intentionally failed to disclose to Ms. Kirk that the "oral" estimate from Jeffrey Jenkins was initially \$2,000.00 but based upon the fraudulent representations and omissions made to him by Officer Taroncher, was raised to \$7,000.00.

96. By intentionally lying to Ms. Kirk and withholding from her the misrepresentations and omissions that he made to Mr. Jenkins, Officer Taroncher violated NJS 2C:28-4.

97. Relying upon all of the knowingly false and intentionally misleading misrepresentations and lies made by Officer Taroncher as well as the tampered with, slanted, and withheld evidence, Ms. Kirk authorized Officer Taroncher to ". . . go ahead and charge him . . . as long as the property rights were clear."

98. After receiving authorization from Ms. Kirk and in furtherance of his scheme, Officer Taroncher applied to

Municipal Court Judge Richard Fauntleroy for a warrant to arrest Binns.

99. The contents of Officer Taroncher's sworn statements to Judge Fauntleroy were knowingly false and known by him to be false when he made them.

100. By making false statements to Judge Fauntleroy, Officer Taroncher violated NJS 2C:28-1.

101. In reliance upon Officer Taroncher's false statements, Judge Fauntleroy approved the issuance of an arrest warrant charging Binns with violating NJS 2C:17-3B(2).

102. Despite the fact that Binns was 72 years of age, licensed to practice law in New Jersey, represented by counsel (the identity of whom was known to Officer Taroncher and with whom he refused to speak), lived within one-half of a block from the Margate police station, regularly occupied his Margate house, promptly responded to every telephone call made to him, and was not a flight risk, Officer Taroncher insisted that rather than charge Binns via summons, as was the normal practice of the Margate Police Department, or allow him to surrender himself, as required by New Jersey Court Rules, he go to Binns's house and personally arrest him.

103. The purpose of Officer Taroncher's personal arrest of Binns, was, in addition to avoiding his supervisors, to

humiliate Binns in front of the Ginsbergs and his other neighbors.

104. Officer Taroncher drove one-half block from the police station to Binns's house, and in the presence of the Ginsbergs and Binns's neighbors, announced that Binns was under arrest, handcuffed him behind his back, placed him in the back seat of a caged police vehicle, transported him to the Margate Police Department, imprisoned him in a jail cell, fingerprinted and photographed him.

105. The false arrest of Binns by Officer Taroncher constituted, inter alia, a violation of NJS 2C:30-2, the New Jersey Constitution and the Fourth and Fourteenth Amendments to the United States Constitution.

106. The false imprisonment of Binns constituted, inter alia, a violation of NJS 2C:30-2, the New Jersey Constitution and the Fourth and Fourteenth Amendments to the United States Constitution.

107. Because Officer Taroncher arrested and processed him, Binns became and continues to be burdened with a criminal arrest record that has been registered with, inter alia, the Federal Bureau of Investigation, the New Jersey State Police, the Pennsylvania State Police, the Margate Police Department, and every other Law Enforcement Agency throughout the United States

that subscribes to the National Crime Information Center Network ("NCIC").

108. All charges against Binns have been administratively dismissed by the Atlantic County Prosecutor.

COUNT I

Constitutional and Civil Rights Pursuant to 42 U.S.C §1983
Violation of Fourth Amendment Rights-Unreasonable Seizure
(Taroncher)

109. The allegations of all preceding paragraphs are incorporated herein as if set forth at length.

110. Officer Taroncher failed to:

(i) faithfully, impartially and justly discharge the duties of his position;

(ii) exercise his authority consistent with the obligations imposed upon him by oath;

(iii) be honest and forthcoming in his professional dealings with other law enforcement officers, including representatives of the Prosecutor's Office;

(iv) conduct a proper, thorough and complete investigation and report clearly and concisely detailed all facts concerning incidents or crimes which occur, or of which he had knowledge during his tour;

(v) report the existence of the title company's opinion on the legal issue of property rights and failed to tell the Atlantic County Prosecutor's that he had it;

(vi) include the legal opinion of Mr. Trought in the packet of documents he faxed to the Assistant Prosecutor;

(vii) perform his duty to be honest and forthcoming in his dealings with the Prosecutor's Office.

(viii) act in an impartial manner in performing His duties; and

(ix) be trustworthy in his dealings with the Atlantic County Prosecutor's Office.

111. Officer Taroncher also:

(i) engaged in conduct unbecoming a Public Employee; and

(ii) slanted evidence which he presented to the Atlantic County Prosecutor's Office in order to obtain a result he desired; and

(iii) acted before senior officers in the Department found out what he was doing so that he could personally arrest Plaintiff and handcuff him and place him in a holding cell; and

(iv) made mocking comments to other officers such as the suggestion, among other things, that they ride to

arrest Binns on motorcycles which he had caused to be donated to the Margate Police Department; and

(v) refused to speak with the title company attorney to discover his reasoning for the conclusion that there

was no easement permitting the condensers to be located on Plaintiff's property; and

(vi) told the assistant prosecutor with certainty that an easement existed that permitted the condensers to be located on Binns's property; and

(vii) intentionally did not tell the Assistant Prosecutor that the easement to which he referred was for storm water drainage and utility lines and made no reference to air conditioning condensers; and

(viii) lied to the Assistant Prosecutors from whom he sought approval to arrest Binns, withheld certain evidence from them and presented other evidence in a slanted fashion, and responded untruthfully to an Assistant Prosecutor's questions about the evidence; and

(ix) refused to telephone Ryan J. Trought, Esquire; and

(x) refused to speak with Stephen Hankin, Esquire; and

(xi) refused to question John Scott Abbott, Esquire; and

(xii) did not determine whether the condensers could be simply reconnected or whether they had been damaged to an extent that required the purchase of new condensers; and

(xiii) concealed the information he learned from Mr. Callaghan; and

(xiv) failed to interview witnesses who would have supported Binns's claim; and

(xv) failed to advise the Assistant Prosecutor of the exculpatory evidence he possessed that supported Binns' position; and

(xvi) remained "willfully blind" to the information that was given to him by Mr. Callaghan; and

(xvii) acted under color of law, Officer Taroncher violated the New Jersey Administrative Code, Police Department Rules and Regulations, the New Jersey Code of Criminal Justice, Binns's rights under the New Jersey Constitution and under the Fourth and Fourteenth Amendments to the United States Constitution to be free from unreasonable search and seizure.

112. As a direct and proximate result of the aforementioned conduct on the part of Officer Taroncher, Binns was damaged.

WHEREFORE, Plaintiff, James Binns, demands judgment against Defendant Police Officer Christopher Taroncher for:

- A. Compensatory Damages.
- B. Punitive Damages.
- C. Attorney's fees, interest and costs of suit.
- D. Such other relief as the Court may deem just and proper.

COUNT II

Constitutional and Civil Rights Pursuant to 42 U.S.C §1983
Violation of Fourth Amendment Rights-Malicious Prosecution
(Taroncher)

113. The allegations of all preceding paragraphs are incorporated herein as if set forth at length.

114. While acting under color of state law, Officer Taroncher violated Binns's constitutional rights under the Fourth Amendment by intentionally and maliciously instituting baseless criminal proceedings against Binns in the absence of probable cause.

115. The aforementioned criminal proceeding terminated in Binns's favor.

116. As a direct and proximate result of the aforementioned violation of his rights, Binns was damaged.

WHEREFORE, Plaintiff, James Binns, demands judgment against Defendant Police Officer Christopher Taroncher for:

- A. Compensatory Damages.
- B. Punitive Damages.
- C. Attorney's fees, interest and costs of suit.
- D. Such other relief as the Court may deem just and proper.

COUNT III
Constitutional and Civil Rights Pursuant to
N.J.S.A. 10:5-1 et seq.
(All Defendants)

117. The allegations of all preceding paragraphs are incorporated herein as if set forth at length.

118. During each and every contact with the Margate Police Department as set forth above, the Ginsbergs, on behalf of themselves individually and the Trust, knew that the condenser units were located on Binns's property illegally.

119. The purpose of their contact with the Margate Police Department was to accomplish the grant of an easement by initiating criminal charges against Binns.

120. Based upon the Ginsbergs' false complaint, criminal charges were instituted against Binns and he was arrested, in violation of his rights under the Constitutions of New Jersey and the United States.

121. By virtue of their relationship to the Trust as described above, the Trust is liable for the Ginsbergs' conduct alleged herein.

122. By way of the foregoing conduct, all of the Defendants violated Binns's rights under the Constitutions of New Jersey and the United States.

123. As a direct and proximate result of the foregoing violations, Binns was damaged.

WHEREFORE, Plaintiff, James Binns, demands judgment against Defendants Police Officer Christopher Taroncher, Barbara Ginsberg, Allen Ginsberg, and the Barbara Ginsberg Living Trust, jointly, severally, and in the alternative for:

- A. Compensatory Damages.
- B. Punitive Damages.
- C. Attorney's fees, interest and costs of suit.
- D. Such other relief as the Court may deem just and proper.

COUNT IV
Malicious Prosecution
(All Defendants)

124. The allegations of all preceding paragraphs are incorporated herein as if set forth at length:

125. By way of the foregoing conduct, all of the Defendants wrongfully caused the institution of criminal proceedings and

the arrest of Binns without probable cause and for a primary purpose other than bringing him to justice.

126. The criminal complaint was resolved in Binns's favor.

127. As a direct and proximate result of the Defendants' wrongful conduct, Binns has been damaged.

WHEREFORE, Plaintiff, James Binns, demands judgment against Defendants Police Officer Christopher Taroncher, Barbara Ginsberg, Allen Ginsberg, and the Barbara Ginsberg Living Trust, jointly, severally, and in the alternative for:

- A. Compensatory Damages.
- B. Punitive Damages.
- C. Attorney's fees, interest and costs of suit.
- D. Such other relief as the Court may deem just and proper.

COUNT V
False Arrest
(Taroncher)

128. The allegations of all preceding paragraphs are incorporated herein as if set forth at length.

129. As described above, Officer Taroncher falsely arrested Binns against his will and without probable cause.

130. As a direct and proximate result, Binns was damaged.

WHEREFORE, Plaintiff James Binns demands judgment against Defendant Police Officer Christopher Taroncher for:

- A. Compensatory Damages.
- B. Punitive Damages.
- C. Attorney's fees, interest and costs of suit.
- D. Such other relief as the Court may deem just and proper.

Count VI
Slander of Title
(Barbara Ginsberg, Allen Ginsberg and the Barbara Ginsberg
Living Trust)

131. The allegations of all preceding paragraphs are incorporated herein as if set forth at length.

132. Barbara Ginsberg, Allen Ginsberg, and the Barbara Ginsberg Living Trust, made knowingly false assertions about Binns's title to the property on which the condensers were located.

133. The knowingly false assertions were made with express malice and with the intent to cause the false arrest of Binns.

134. As a direct and proximate result, Binns suffered special damages, including, but not limited to, the cost of defending the criminal charges instituted against him.

WHEREFORE, Plaintiff, James Binns, demands judgment against Defendants Barbara Ginsberg, Allen Ginsberg, and the Barbara Ginsberg Living Trust, jointly, severally, and in the alternative for:

- A. Compensatory Damages.
- B. Special Damages.
- C. Punitive Damages.
- D. Attorney's fees, interest and costs of suit.
- E. Such other relief as the Court may deem just and proper.

HANKIN SANDMAN & PALLADINO
A Professional Corporation
Attorneys for Plaintiffs

Dated: November 6, 2013

By: /s/Colin G. Bell
Colin G. Bell, Esq. (CB2864)
coling@hankinsandman.com
Stephen Hankin, Esq. (SH6980)
stephenh@hankinsandman.com
30 South New York Avenue
Atlantic City, NJ 08401
(609) 344-5161
(609) 344-7913 (facsimile)

L.CIV.R. 11.2 CERTIFICATION

The undersigned certifies that the matter in controversy in the within action is not the subject of any other action pending in any court or of any pending arbitration or administrative proceeding.

HANKINSANDMAN & PALLADINO, PC
Attorneys for Plaintiff

Dated: November 6, 2013

By: /s/Colin G. Bell
Colin G. Bell, Esquire (CB2864)

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

James J. Blins,

(b) County of Residence of First Listed Plaintiff ATLANTIC
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, Email and Telephone Number)

Hankin Sandman & Palladino, 30 S New York Ave, Atlantic City, NJ
08401, 609-344-5161

DEFENDANTS

Christopher Tarancher, Allen Ginsberg, Barbara Ginsberg, Barbara
Ginsberg Living TrustCounty of Residence of First Listed Defendant Atlantic
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business in This State | ☐ 4 | ☐ 4 |
| Citizen of Another State | ☐ 2 | ☐ 2 | Incorporated and Principal Place of Business in Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

- | | | | | | |
|--|--|---|--|---|---|
| ☐ 110 Insurance
☐ 120 Marine
☐ 130 Motor Act
☐ 140 Negotiable Instrument
☐ 150 Recovery of Overpayment & Enforcement of Judgment
☐ 151 Medicare Act
☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans)
☐ 153 Recovery of Overpayment of Veteran's Benefits
☐ 160 Stockholders' Suits
☐ 190 Other Contract
☐ 195 Contract Product Liability
☐ 196 Franchise | PERSONAL INJURY
☐ 310 Airplane
☐ 315 Airplane Product Liability
☐ 320 Assault, Libel & Slander
☐ 330 Federal Employers' Liability
☐ 340 Marine
☐ 345 Marine Product Liability
☐ 350 Motor Vehicle
☐ 355 Motor Vehicle Product Liability
☐ 360 Other Personal Injury
☐ 362 Personal Injury - Medical Malpractice | PERSONAL INJURY
☐ 365 Personal Injury - Product Liability
☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability
PERSONAL PROPERTY
☐ 370 Other Fraud
☐ 371 Truth in Lending
☐ 380 Other Personal Property Damage
☐ 385 Property Damage Product Liability | ☐ 625 Drug Related Seizure of Property 21 USC 881
☐ 690 Other
☐ 710 Fair Labor Standards Act
☐ 720 Labor/Management Relations
☐ 740 Railway Labor Act
☐ 751 Family and Medical Leave Act
☐ 790 Other Labor Litigation
☐ 791 Employee Retirement Income Security Act | ☐ 422 Appeal 28 USC 158
☐ 423 Withdrawal 28 USC 157
☐ 420 Copyright
☐ 830 Patent
☐ 840 Trademark
☐ 851 HIA (1395m)
☐ 862 Black Lung (923)
☐ 863 DIWC/DIWW (405(g))
☐ 864 SSID Title XVI
☐ 865 RSI (405(g)) | ☐ 375 False Claims Act
☐ 400 State Reapportionment
☐ 410 Arbitrator
☐ 430 Banks and Banking
☐ 450 Commerce
☐ 460 Deportation
☐ 470 Racketeer Influenced and Corrupt Organizations
☐ 480 Consumer Credit
☐ 490 Cable/Sat TV
☐ 850 Securities/Commodities Exchange
☐ 890 Other Statutory Actions
☐ 891 Agricultural Acts
☐ 893 Environmental Matters
☐ 895 Freedom of Information Act
☐ 896 Arbitration
☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision
☐ 950 Constitutionality of State Statutes |
| ☐ 210 Land Condemnation
☐ 220 Portolomus
☐ 230 Rent Lease & Ejectment
☐ 240 Torts to Land
☐ 245 Tort Product Liability
☐ 290 All Other Real Property | ☒ 440 Other Civil Rights
☐ 441 Voting
☐ 442 Employment
☐ 443 Housing/Accommodations
☐ 445 Amer. w/Disabilities - Employment
☐ 446 Amer. w/Disabilities - Other
☐ 448 Education | ☐ 463 Alien Detainee
☐ 510 Motions to Vacate Sentence
☐ 530 General
☐ 535 Death Penalty
☐ 540 Mandamus & Other
☐ 550 Civil Rights
☐ 555 Prison Condition
☐ 560 Civil Detainee - Conditions of Confinement | ☐ 461 Naturalization Application
☐ 465 Other Immigration Actions | ☐ 870 Texas (U.S. Plaintiff or Defendant)
☐ 871 IRS - Third Party 26 USC 7609 | |

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (Specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
42 USC 1983Brief description of cause:
Federal and State Civil Rights Violations, Malicious Prosecution, False Arrest, Slander of Title

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.C.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See Instructions)

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

11/06/2013

/s/Collin G Bell, Esq.

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE