

CITY OF MILLVILLE

COMMISSIONERS

LISA M. ORNDORF, MAYOR
Director of Parks & Public Property
JOSEPH SOOY, VICE MAYOR
Director of Revenue & Finance
BENJAMIN J. ROMANIK
Director of Public Affairs
C. KIRK HEWITT
Director of Public Safety
STEPHEN E. WATSON, JR.
Director of Public Works



"A MAIN STREET NEW JERSEY COMMUNITY"

12 SOUTH HIGH STREET
P.O. BOX 609
MILLVILLE, NEW JERSEY 08332

TELEPHONE: (856)825-7000
www.millvillenj.gov

OFFICERS

RAYMOND COMPARI
Administrator
JEANNE PARKINSON
City Clerk
MARCELLA SHEPARD
Chief Financial Officer
TRACEY GREGOIRE
Tax Collector
BRIAN P. ROSENBERGER
Tax Assessor
WAYNE JOHNSON
Municipal Engineer
BROCK D. RUSSELL
City Attorney

Date: Nov 29, 2023

To: John Paff

See below in response to your OPRA request received by the City Clerk's Office on Nov 27, 2023 (See Disclaimer on Pg 2)

☐ Please be advised there are no records responsive to your request

☒ See attached, no Redactions were made. #1-4

☐ See attached, redactions were made pursuant to (see statute(s) below with "x" mark(s)):

☐ Denied, the provisions of the Open Public Records Act do not allow the disclosure of records pursuant to (see statute(s) below with "x" mark(s)):

Billing information:

☐ Amount Due: _____ must be received prior to release of record

Payment information:

☐ Returned Check: Check No. _____ in the amount of _____

☐ Payment Received: Check No. _____ in the amount of _____

Exceptions to Public Access to Government Records:

- ☐ Inter-agency or intra-agency advisory, consultative or deliberative communications, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Legislative records, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Medical Examiner records, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Criminal investigatory records, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Victim records, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Trade secrets and proprietary commercial or financial information obtained from any source, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Any record within Attorney/Client Privilege N.J.S.A. 47:1A-1.1 et seq.
- ☐ Administrative or technical information regarding computer hardware, software and networks, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Emergency or Security information and surveillance techniques, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Security measures and surveillance techniques, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Information that is disclosed would give an advantage to competitors or bidders, N.J.S.A. 47:1A-1.1
- ☐ Information on any sexual harassment complaint, any grievance filed or collective negotiations, N.J.S.A. 47:1A-1.1
- ☐ Communications between City and Insurance Company, N.J.S.A. 47:1A-1.1 et seq.
- ☐ Information which is to be kept confidential pursuant to court order, N.J.S.A. 47:1A-1.1 et seq.
- ☐ Certificate of honorable discharge issued by the United States government, N.J.S.A. 47:1A-1.1 et seq.
- ☐ Personal Identifying Information, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Social Security Numbers, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Certain records of higher education, N.J.S.A. 47:1A-1.1, et seq.
- ☐ Biotechnology trade secrets, N.J.S.A. 47:1A-1.2, et seq.

- ___ Limitations to convicts -personal information pertaining to the person's victim or the victim's family, N.J.S.A. 47:1A-2.2, et seq.
- ___ Ongoing Investigations, N.J.S.A. 47:1A-3.a.
- ___ Public defender records that relate to the handling of any case, N.J.S.A. 47:1A-5.k.
- ___ Upholds exemptions contained in other State or federal statutes and regulations, Executive Orders of the Governor, Rules of Court, Constitution of this State, or judicial case law N.J.S.A. 47:1A-9.
- ___ Personnel and pension records, N.J.S.A. 47:1A-10, et seq.
- ___ Privacy Interest - "a public agency has a responsibility and an obligation to safeguard from public access a citizen's personal information with which it has been entrusted when disclosure thereof would violate the citizen's reasonable expectation of privacy." N.J.S.A. 47:1A-1.1, et seq.

NOTE: Court documents can be requested through the Municipal Court Administrator at lisa.goneski@njcourts.gov.

If you feel the City has neglected to provide what you have requested, or any part thereof, or if you believe there is some legal authority that supports your position, please notify us and we will be happy to reconsider our response or denial of access as the case may be.

Mandatory Disclaimer:

If your request for access to a government record has been denied or unfilled within seven (7) business days required by law, you have the right to challenge the decision by the City of Millville to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council (GRC) by completing the Denial of Access Complaint Form. You may contact the GRC by toll-free telephone at 866-850-0511, by mail at P.O. box 819, Trenton, NJ 08625, by e-mail at grc@dea.state.nj.us, or at their website at www.state.nj.us/grc. The GRC can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County

If you have any questions please contact my office.

Sincerely,



Jeanne M. Parkinson, RMC
City Clerk

Respond - Dec 4, 2023

Due - Dec 6, 2023

Jeanne Parkinson

From: John Paff <opra+request-55506-6819ee82@requests.opramachine.com>
Sent: Friday, November 24, 2023 2:12 PM
To: Jeanne Parkinson
Subject: OPRA request - Settlement Agreement and Section 10 information (20231124-1)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

RECEIVED
NOV 27 2023

CITY CLERK'S OFFICE

Please accept this as my request for government records under both OPRA and the common law right of access. Thank you very much for your commitment to transparent government.

RECORDS REQUESTED:

1. Settlement Agreement or Release that resolved Barry Cottman v. Jody Farabella, et al, Federal Case No. 1:19-cv-14122. — JIF
2. For Officer Joseph Dixon his or her "name, title, position, most recent annual salary, length of service, date of separation and the reason therefor." (See N.J.S.A. 47:1A-10). — Stacy / Pam
3. For Officer Robert Runkle his or her "name, title, position, most recent annual salary, length of service, date of separation and the reason therefor." (See N.J.S.A. 47:1A-10). — Stacy / Pam
4. Amended Complaint filed on or about August 17, 2020 in Barry Cottman v. Jody Farabella, et al, Federal Case No. 1:19-cv-14122. — JIF

Please deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-55506-6819ee82@requests.opramachine.com

Is Jeanne.Parkinson@millvillenj.gov the wrong address for OPRA requests to Millville City? If so, please contact us using this form:

https://opramachine.com/change_request/new?body=millville_city

To: JIF
Stacy
Pam
cc: Dm...

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opremachine.com/help/officers>

View this OPRA request & responses online:

https://opremachine.com/request/settlement_agreement_and_section_12

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

Last Name, Suffix	First Name, Middle Initial	Position Id	Descript	Pension Salary	Yrs of Service	Status Date
DIXON	JOSEPH S	POLICE OFFICER		\$ 56,091.00	7.14	10/19/2019
RUNKLE	ROBERT L	POLICE SERGEANT		\$ 108,532.63	15.75	

Status Code

Resign

Active

Mercado, Wendy

From: Dominic Spaventa <Dominic.Spaventa@qual-lynx.com>
Sent: Monday, November 27, 2023 3:04 PM
To: Russell, Brock; Jeanne Parkinson; Burns, Laura; Joanna Webster; Mercado, Wendy; Banks, Stacy; Shapiro, Pamela
Cc: Chris Roselli
Subject: FW: [EXTERNAL] RE: Emailing: OPRA - John Paff 11-27-2023
Attachments: B. Cottman Settlement Agreement - signed.pdf; Lawsuit Barry Cottman v. Jody Farabella 8-22-2019.pdf; OPRA - John Paff 11-27-2023.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

We received an OPRA request from John Paff sent to Jeanne Parkinson of Millville.

Records requested that relate to the JIF are:

1. Settlement agreement or Release that resolved Barry Cottman v. Jody Farabella, et al, Federal Case No. 1:19-cv-14122.
4. Amended Complaint filed on or about August 17, 2020 in Barry Cottman v. Jody Farabella, et al, Federal Case No. 1:19-cv-14122.

I attached the applicable documents. The lawsuit found came in 8/22/2019. There was no lawsuit found in our records from 8/17/2020.

Please Note: Prior to the release of any documents to the OPRA requestor, including those documents produced by Qual-Lynx, Summit Risk and the Municipality, the Municipal Solicitor must review all of the responsive documents and all necessary redactions made by the Municipal Clerk and provide the final approval for the release of the documents.

Thank you,

Dominic Spaventa, M.B.A., SCLA |
Liability Claims Manager, Qual-Lynx
Ph: 609.833.9362 | Cell: 856.538.0745
Dominic.Spaventa@qual-lynx.com

A. Michael Barker, Esquire
Attorney ID#009511976
BARKER, GELFAND, JAMES & SARVAS
A PROFESSIONAL CORPORATION
Linwood Greene, Suite 12
210 New Road
Linwood, New Jersey 08221
(609) 601-8677
AMBarker@BarkerLawFirm.net
Our File Number: 47620-181
Attorney for Defendants, Jody Farabella and City of Millville

BARRY COTTMAN,
Plaintiff,

v.

JODY FARABELLA, MILLVILLE
CHIEF OF POLICE, P.O JOSEPH
DIXON 172, P.O ROBERT RUNKLE
160, AND THE CITY OF
MILLVILLE,

Defendants.

**IN THE UNITED STATES DISTRICT
COURT DISTRICT OF NEW JERSEY -
CAMDEN**

Civil Action Number
19-CV-14122 (NLH/AMD)

SETTLEMENT AGREEMENT and GENERAL RELEASE

1. The parties to this Negotiated Settlement Agreement and General Release (sometimes herein referred to as the "Agreement") are Barry Cottman (hereinafter "Plaintiff"); and, Jody Farabella, Joseph Dixon, Robert Runkle, the City of Millville and all of their insurers, their respective agents, servants, employees, successors, assigns, and representatives (hereinafter sometimes referred to as the "Defendants").

2. Plaintiff and Defendants have chosen to enter into the Agreement in order to avoid further proceedings with respect to certain claims that Plaintiff made or could have made against Defendants, directly or indirectly, related to any and all causes of action, claims and/or demands of every type, whether known or unknown, sustained or allegedly sustained, presented or which may have been presented, by Plaintiff, arising from or in any way connected with any of the matters alleged or which could have been alleged in the civil action filed in the United States District Court, District of New Jersey – Camden, Civil Action Number 19-cv-14122 (the “Litigation”).

3. Plaintiff and Defendants have chosen to enter into this Settlement Agreement and General Release in order to avoid further litigation expenses and distraction because of any and all claims between or among one another, including but not limited to those filed or which could have been filed in the Litigation.

4. Plaintiff understands and agrees that Defendants deny each and every allegation of wrongdoing made by Plaintiff in the above-captioned matter currently pending in the Litigation.

5. Plaintiff and Defendants understand and agree that the making of this Agreement shall not, in any way, be construed or considered to be an admission by any Defendant of guilt, fault, blame, damage or any non-compliance with any federal, state or local law, or of any other wrongdoing whatsoever. Plaintiff and

Defendants agree that the making of this Settlement Agreement and General Release shall not, in any way, be construed as an admission or statement against interest by any of the Defendants or the Plaintiff, nor shall this Settlement Agreement and General Release be admissible into evidence in any subsequent proceeding, except for the enforcement of this Settlement Agreement and General Release. This Settlement Agreement and General Release is entered into solely to avoid the continuing expense and distraction of litigation.

6. In exchange for the promises made by Defendants herein, Plaintiff:

A. agrees to the dismissal, with prejudice, of the Complaint filed in the Litigation against the Defendants; and,

B. Plaintiff agrees to and hereby does unconditionally and irrevocably discharge and release Defendants, from any and all claims for fees and costs, and from any and all other claims, known or unknown, that Plaintiff, has or may have had against Defendants as of the date of the full, complete and proper execution of this Agreement, including, but not limited to those claims set forth in the Litigation.

7. In exchange for the promises made by Plaintiff and his execution of this Settlement Agreement and General Release Defendants agree to pay the following:

- A check from The TRICO JIF or Qual-Lynx made payable to Loughry and Lindsay, LLC, as attorney for Barry Cottman in the amount of Sixty thousand dollars (\$60,000);

This payment is in full satisfaction of any and all claims and for the general release of all claims for personal injury, compensatory damages, attorneys' fees, costs, disbursements and liens known or unknown, asserted or unasserted including, but not limited to, claims for emotional distress, pain and suffering, legal or equitable relief, all statutory claims, all common law claims, tort claims, contract claims (express, written or implied), and any economic damage or for any other harm.

8. The sum referred to in paragraph 7 shall be paid as follows:

Within sixty (60) days of the date counsel for Defendants receives the fully, completely and properly executed settlement documents, including but not limited to this Settlement Agreement and General Release, Defendants will pay to Plaintiff's legal counsel the amount noted in Paragraph 7 above by one check made payable as noted in Paragraph 7 above, which shall be transmitted to Loughry and Lindsay, LLC.

9. Plaintiff agrees that he is responsible for all applicable taxes, if any, as a result of the payments set forth in paragraph 7. Plaintiff agrees to indemnify Defendants and hold Defendants harmless for all taxes, penalties and interest, withholding or otherwise, for which Defendants may be found liable for as a consequence of having paid monies pursuant to paragraph 7 of this Agreement. Defendants shall notify Plaintiff within thirty (30) days, in writing and via certified mail, return receipt requested, of any IRS notification, assessments or concerns. It is

expressly agreed that if any Defendant is required to provide payments for taxes or interest or penalties to any taxing authority, Plaintiff shall reimburse any such Defendant for such payments to any such taxing authority within ten (10) days after any Defendant notifies Plaintiff, in writing, via certified mail, return receipt requested, that he has incurred such liability.

10. Plaintiff agrees to be responsible for any liens including but not limited to any liens for any medical provider or attorney and Plaintiff does agree that in the event any state agency or other authority or person deems any amount to be due from any Defendant with respect to any lien, Plaintiff will indemnify any such Defendant for any sums Defendants may be required to pay to satisfy any such lien or any part thereof; and, Plaintiff further agrees to pay any reasonable and necessary attorney's fees incurred by Defendants in defense of any action brought against Defendants as a result of any such lien provided that Plaintiff will have no such obligation to pay any such reasonable and necessary attorney's fees incurred by Defendants in defense of any such lien related to claims unless Plaintiff is first provided by Defendants with notice of any such lien related claims and Plaintiff is provided 30 days of opportunity to pay or otherwise fully resolve any such lien related claim against Defendants.

11. This Agreement fully supersedes any prior agreements or understandings between the parties. Plaintiff also acknowledges that he has not

relied on any representation, promises, or agreements of any kind made in connection with the decision to sign this Settlement Agreement and General Release, except for those set forth herein; and, Plaintiff acknowledges he has been satisfied by the representation and services of his attorney.

12. This Agreement may not be modified except upon express written consent of Plaintiff and Defendants wherein specific reference is made to this Settlement Agreement and General Release.

13. Plaintiff acknowledges and agrees that he has been given a reasonable period of time to consider the terms of this Settlement Agreement and General Release. Plaintiff further acknowledges that he has reviewed with legal counsel of his choosing, the terms of this document and the consequences of his signing this document. Plaintiff understands and agrees that this Settlement Agreement and General Release settles, bars, and waives any and all claims that he has or could possibly have against Defendants for anything that has happened up until the execution of this Settlement Agreement and General Release.

14. This Settlement Agreement and General Release shall be governed by and conformed in accord with the laws of the State of New Jersey without regard to its conflict of laws provision.

15. Plaintiff agrees to fully execute any and all supplemental documents and take any additional action(s) that may be necessary or appropriate to give full

force and effect to the terms of this Settlement Agreement and General Release.

16. In the event any provision contained in this Settlement Agreement and General Release is declared invalid, illegal or unenforceable by any court of competent jurisdiction, and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Settlement Agreement and General Release in full force and effect. Moreover, if any such provision determined to be invalid, illegal or unenforceable can be made valid, legal or enforceable by modification thereof, then the party for whose benefit the provision exists, may make such modification as necessary to make the provision valid, legal and enforceable.

EXECUTION. Executed by the Plaintiff on this 1ST day of August 2023.

Barry Cottman
Barry Cottman, Plaintiff

STATE OF New Jersey :
: SS:
COUNTY OF Cumberland :

I certify that on this 1ST day of August 2023, personally came before me Barry Cottman, the person who acknowledged under oath and to my satisfaction, that she is the named persons in and personally signed this document; and signed, sealed and delivered this document to be his voluntary act and deed.

MICHAEL J DOUGLAS
Commission # 50067583
Notary Public, State of New Jersey
My Commission Expires
September 08, 2027

Michael J Douglas
Notary Public, State of New Jersey

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

RECEIVED

AUG 22 2019

BARRY COTTMAN,
Plaintiff

V.

JODY FARABELLA, ET AL.,
Defendant

SUMMONS IN A CIVIL CASE

CITY CLERK'S OFFICE

Hand Delivered

CASE
NUMBER: 1:19-CV-14122-NLH-AMD

TO: (Name and address of Defendant):

City of Millville
City Hall
12 S. High Street
Millville, NJ 08332

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States Agency, or an office or employee of the United States described in Fed. R. civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Justin T. Loughry, Esq.
Loughryand Lindsay, LLC
330 Market Street
Camden, NJ 08102

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

s/ WILLIAM T. WALSH
CLERK



ISSUED ON 2019-06-21 16:40:50, Clerk
USDC NJD

RETURN OF SERVICE		
Service of the Summons and complaint was made by me(I)	DATE	
NAME OF SERVER (PRINT)	TITLE	
<i>Check one box below to indicate appropriate method of service</i>		
☐ Served personally upon the defendant. Place where served: _____ _____ ☐ Left copies thereof at the defendant's dwelling house or usual place of abode with a person of suitable age and discretion then residing therein. ☐ Name of person with whom the summons and complaint were left: _____ ☐ Returned unexecuted: _____ _____ ☐ Other (specify) : _____ _____ _____		
STATEMENT OF SERVICE FEES		
TRAVEL	SERVICES	TOTAL
DECLARATION OF SERVER		
I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Return of Service and Statement of Service Fees is true and correct.		
Executed on _____ Date _____ Signature of Server _____ Address of Server		

2. Plaintiff was at all times relevant, and remains, a resident of the City of Millville, County of Cumberland, State of New Jersey.

3. The defendants each are sued in their individual, personal capacities as to all claims for monetary damages, and in their official capacity with respect to any claim for injunctive relief.

4. The defendants are employees of Millville Police Department, and as such are state actors acting at all relevant times under color of law, and thus are persons subject to liability under the Civil Rights Act, 42 U.S.C. § 1983. Upon information and belief, each of the defendants continues to work as an agent, servant or employee of Millville Police Department. The defendants are each “persons” within the meaning of 42 U.S.C. § 1983.

JURISDICTION AND VENUE

5. This Court has jurisdiction over the subject matter of this case pursuant to 28 U.S.C. §§ 1331, 1343 and 1367, as one or more causes of action arise under the United States Constitution and federal law; the Court has pendent or supplemental jurisdiction as to the state law claims. Plaintiff brings this action for damages primarily under 42 U.S.C. §§ 1983 and 1988, since the conduct complained of was engaged in under color of state law, and such conduct by the defendants subjected the plaintiff to deprivations of rights, privileges and immunities secured by the United States Constitution under the Fourth and Fourteenth Amendments to the United States Constitution. The Plaintiff also pleads a cause of action under the New Jersey State Civil Rights Act, N.J.S.A. 10:6-1 and N.J.S.A. 10:6-2.

6. Venue is proper in this District as it is the District in which the Plaintiff and the defendants reside and/or the District in which the claims arise.

THE PARTIES

7. Barry Cottman is an African-American adult male, aged thirty-four, and at relevant times resided at 815 Archer Street, Millville, County of Cumberland, State of New Jersey.

8. At all times relevant, Joseph Dixon was an agent, servant or employee of the Millville Police Department.

9. At all times relevant, Robert Runkle was an agent, servant or employee of the Millville Police Department.

10. Defendant Jody Farabella, Chief of Police of the Millville Police Department, at all times relevant hereto, was responsible for the hiring, employment, training, discipline, and/or supervision of all other defendants, and through his policies, acts or omissions, both express and de facto, directed, supervised, condoned, and/or acquiesced in the unconstitutional conduct of the officer defendants.

11. The City of Millville is a municipality and thus qualifies as a "person" within the meaning of 42 U.S.C. § 1983.

12. Each of the individual defendants was acting within the scope of his employment and/or under color of law as agents, servants, or employees of the Millville Police Department. Each defendant is sued in both official capacity as to claims for injunctive relief, and his or her individual capacity as to monetary relief.

ALLEGATIONS OF FACT

13. Plaintiff re-alleges and incorporates by reference as if fully stated herein the allegations of all previous paragraphs of the Complaint.

14. In or about June 27, 2017, plaintiff was crossing Mulberry Street in Millville, and not engaged in any unlawful activity.

15. Defendant Police Officer Joseph Dixon and Defendant Police Officer Robert Runkle confronted plaintiff with one or more groundless accusations of supposedly wrongful or inappropriate conduct.

16. Defendant Officers Dixon and Runkle argued with plaintiff but plaintiff engaged in no conduct that physically threatened or injured the defendants.

17. Without reasonable provocation or justification, Defendant Officers Dixon and Runkle physically assaulted plaintiff, first seizing his person and then taking him forcefully to the ground, restraining him by straddling him and pinning him to the sidewalk; Defendant Dixon, who had effective control over Plaintiff but who was not satisfied with Cottman's degree of compliance, struck Plaintiff a series of closed fist punches to the head and face, causing unnecessary and great pain, injury, bleeding, and intense fear and humiliation.

18. The defendants' actions in assaulting plaintiff were wanton, outrageous, wholly out of proportion to any possible justification, and were intended to inflict pain and injury, as a punishment upon plaintiff. The use of force described herein constituted a use of deadly force, in that it involved repeated strikes to the head that could cause serious bodily injury, capable of causing death.

19. The defendants had a duty to refrain from such potentially lethal force and at all events excessive force, and specifically a duty to refrain from striking the face or head with deadly force of a suspect or detainee over whom they had physical control.

20. Defendants had a duty to refrain from administering such seriously damaging and injurious force, which they administered without justification.

21. The use of such grossly excessive force and infliction of such injury pain and punishment violated plaintiff's right under the Fourth and Fourteenth Amendment to be free of such excessive, cruel and unusual punishments, and to be free of punishment without due process of law.

FIRST COUNT
Fourth and Fourteenth Amendments

22. Plaintiff incorporates here, as if fully set forth, all previous allegations of the Complaint.

23. The conduct of defendants Police Officer Dixon and Police Officer Runkle violated Plaintiff's federal constitutional rights to be free from excessive force and cruel and unusual punishment by assaulting Plaintiff and striking Plaintiff about the head and face.

24. As such, the aforesaid conduct constitutes an intentional and malicious violation of Plaintiff's rights to freedom from unlawful and excessive force, and specifically his right to be free of cruel and unusual punishment, in violation of the Fourth and Fourteenth Amendments and of the provisions of 42 U.S.C. § 1983, and the New Jersey Civil Rights Act.

WHEREFORE, Plaintiff demands judgment against Defendants and an award of compensatory and punitive damages, along with attorneys' fees and costs pursuant to 42 U.S.C. § 1988, and the New Jersey Civil Rights Act, and such other and further relief as the Court deems just.

SECOND COUNT
Fourth Amendment

25. Plaintiff incorporates here, as if fully set forth, all previous allegations of the Complaint.

26. The aforesaid conduct constitutes an intentional and malicious violation of Plaintiff's rights to freedom from unlawful restraint/seizure, freedom from unreasonable search and seizure, and his right to privacy, liberty and bodily integrity, under the Fourth, and Fourteenth Amendments to the United States Constitution, all in violation of the provisions of 42 U.S.C. § 1983, and the New Jersey Constitution and the New Jersey Civil Rights Act.

WHEREFORE, Plaintiff demands judgment against Defendants and an award of compensatory and punitive damages, along with attorneys' fees and costs pursuant to 42 U.S.C. §§ 1983 and 1988, and the New Jersey Civil Rights Act, and such other and further relief as the Court deems just.

THIRD COUNT
(Against Administrators and Municipality)

27. Plaintiff incorporates here, as if fully set forth, all previous allegations of the Complaint

28. The various injuries and violations of right suffered by Plaintiff all proximately result from the deliberate indifference of the supervisory defendants to the protection of the rights, privileges and immunities of Plaintiff as guaranteed by the United States Constitution and laws of the United States, in violation of 42 U.S.C. § 1983, and the New Jersey State Constitution and State Civil Rights Act. Defendant Officer Dixon has a documented history of deployment of excessive force. That history appears in numerous use of force reports dating back a number of years before the events of this case. Moreover, his history of use of force against the citizenry is well documented, and he has recently been characterized in widespread media reports as the most numerous generator of use of force reports of any law enforcement officer at any level (local, county or state) in the State of New Jersey.

29. This documented history placed the chief, the police force and the City of Millville on actual notice of the need for training and supervision of Officer Dixon in his interactions with suspects or arrestees, concerning appropriate and inappropriate kinds and level of force to be employed in minor traffic or criminal violations.

30. Dixon's documented history, as well upon information and belief as the history of other members of the Police Department, revealed the need for focused and thorough training and policy making concerning the elements of excessive force and the imperative of avoiding infliction of blows to the face and head upon suspects or restrained suspects who are already under the control of the attending officers; but such injuries continue to be inflicted, including at the hands of Officer Dixon.

31. The defendant administrators and municipality know of this history, which is publicly available, know of the dangers to persons in Plaintiff's circumstances, and know of the need for more training and supervision, but have failed to meaningfully and effectively provide same, thus demonstrating deliberate indifference to the rights of persons such as plaintiff. As a proximate result, the Plaintiff has suffered injury, pain, anguish and lasting diminishment of bodily function, and will continue to so do in the future.

WHEREFORE, the Plaintiff seeks judgment against the Defendants Farabella and the City of Millville, an award of punitive and compensatory damages, attorneys' fees and costs of suit pursuant to 42 U.S.C. § 1988 and the New Jersey State Civil Rights Act, and such other and further relief as the Court deems just.

LOUGHRY and LINDSAY, LLC

Dated: June 21, 2019

By: /s/ Justin T. Loughry
Justin T. Loughry, Esquire
Attorney for Plaintiff Barry Cottman

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury.

Respectfully submitted,

Dated: June 21, 2019

/s/ Justin T. Loughry
Justin T. Loughry, Esquire
Attorney for Plaintiff Barry Cottman