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UNITED STATES DISTRICT COURT  
 DISTRICT OF NEW JERSEY

- - - - -	-x
SAMSON BROWN, DAVIS AUGUSTT,	:
POOBALASINGAM BAKEERATHAN, BALAS	:
ARAVINTHAN, BALARANGINI RATNAM,	:
KIRITHARASAN KANAGASANGAM, ADEWALE	:
ADEPOJU, IBRAHIM BADRAWI, NICOLAI BANAE,	:
NABIL BROWN, EDWIN MUTARU BULUS, SKENDER	:
DJEKOVIC, ABDIRZAK M. IBRAHIM, JIMMY	:
JOHNSON, OLAREWAJU OGUNGBEMI, HARPAL	:
SINGH, JASMEL SINGH, and JORGE VELEZ,	:
	:
Plaintiffs, on behalf of	:
themselves and all others	:
similarly situated,	:
	:
-against-	:
	:
ESMOR CORRECTIONAL SERVICES, INC.,	:
	:
Defendant.	:
- - - - -	-x

Civil Action No.  
 98-1282 (DRD)  
 SECOND AMENDED  
 COMPLAINT  
AND JURY DEMAND

Plaintiffs, by their attorneys, Ressler & Ressler, on behalf of themselves and all others similarly situated, for their complaint against defendants, allege as follows:

1. This action is brought on behalf of the plaintiffs and all other persons who were detainees at defendants' Elizabeth, New Jersey contract detention facility.
2. Plaintiffs Djekovic, Nabil Brown, Samson Brown, Kanagasamgam, Velez, and Ratnam are residents of New York.
3. Plaintiffs Aravinthan, Adepoju, Badrawi, Banae, Bulus, Abdirzak M. Ibrahim, Johnson, Ogungbemi, Harpal Singh, and Jasmel Singh are detainees in the custody of the United States

Immigration and Naturalization Service (INS) in county prisons in Pennsylvania.

4. On information and belief, plaintiff Augustt is a resident of Ghana and plaintiff Bakeerathan is a resident of Canada.

5. On information and belief, defendants Esmor Correctional Services, Inc., Esmor, Inc., Esmor New York State Correctional Facilities, Inc., Esmor Management, Inc., Esmor Manhattan, Inc., Esmor (Brooklyn), Inc., and Esmor New Jersey, Inc. (collectively "Esmor"), are domestic or foreign corporations, authorized to do business and doing business in New York, with their principal place of business located in Melville, New York.

6. At all relevant times Esmor was engaged in the private management and operation, for profit, of secure and non-secure corrections and detention facilities for federal, state, and local corrections and other agencies.

7. At all relevant times defendants Slattery and Speisman were executive officers and/or directors of Esmor.

8. From approximately August 1994 to July 1995, Esmor managed and operated a 300-bed detention facility in a former warehouse at Elizabeth, New Jersey (the "Elizabeth, New Jersey contract detention facility") pursuant to a contract between Esmor and INS.

9. Plaintiffs are foreign nationals and refugees who have sought or obtained or are seeking political asylum in the United

States. Upon their arrival in the United States plaintiffs were taken into custody by INS pending determination of their immigration status.

10. Plaintiffs were detainees at the Elizabeth, New Jersey contract detention facility.

11. The Elizabeth, New Jersey contract detention facility housed both aliens seeking political asylum in the United States and criminal aliens awaiting deportation from the United States.

12. While plaintiffs were detained at the Elizabeth, New Jersey contract detention facility, employees of Esmor negligently, maliciously, recklessly, wantonly, deliberately, intentionally and/or in bad faith tortured, assaulted, threatened, harassed, humiliated, and otherwise abused, mistreated, harmed and injured the plaintiffs.

13. While plaintiffs were detained at the Elizabeth, New Jersey contract detention facility, employees of Esmor negligently, maliciously, recklessly, wantonly, deliberately, intentionally and/or in bad faith denied and deprived plaintiffs of adequate food, clothing, shelter, sanitation, exercise, ventilation, and medical treatment and otherwise denied and deprived plaintiffs of adequate living conditions.

14. While plaintiffs were detained at the Elizabeth, New Jersey contract detention facility, employees of Esmor negligently, maliciously, recklessly, wantonly, deliberately, intentionally and/or in bad faith denied and deprived plaintiffs

of reasonable and proper access to mail, visitors, telephone calls, law library, and legal counselors and religious advisers.

15. While plaintiffs were detained at the Elizabeth, New Jersey contract detention facility, employees of Esmor negligently, maliciously, recklessly, wantonly, deliberately, intentionally and/or in bad faith failed and refused to return, misappropriated, and converted plaintiffs' valuables, clothing, papers, and other personal property.

16. Plaintiffs have been severely and permanently injured as a proximate result of defendants' wrongful conduct.

17. Plaintiffs bring this action on behalf of themselves and all other detainees who were incarcerated at the Elizabeth, New Jersey contract detention facility.

18. While the Elizabeth, New Jersey contract detention facility was in operation its detainee population was regularly if not continuously in excess of 300 detainees.

19. The plaintiff class is so numerous that joinder of all members is impracticable.

20. There are questions of law and fact common to all members of the class which predominate over any questions affecting only individual members.

21. The claims of the representative parties are typical of the claims of the class.

22. The representative parties will fairly and adequately protect the interest of the class.

23. A class action is superior to other available methods for the fair and efficient adjudication of the controversy.

FIRST CAUSE OF ACTION

24. Plaintiffs repeat and reallege paragraphs 1-23 above as if fully set forth herein.

25. Esmor was negligent in failing to properly screen, hire, train, supervise, monitor, discipline, and otherwise manage its employees; failing to take reasonable and necessary action to remedy defective conditions, policies, and practices at the Elizabeth, New Jersey contract detention facility; and otherwise failing to properly manage the facility.

26. Plaintiffs' injuries were proximately caused in whole or in part by Esmor's negligence.

SECOND CAUSE OF ACTION

27. Plaintiffs repeat and reallege paragraphs 1 through 26 above as if fully set forth herein.

28. Esmor knowingly, recklessly, deliberately, and intentionally failed to properly screen, hire, train, supervise, monitor, discipline, and otherwise manage its employees; take reasonable and necessary action to remedy defective conditions, policies, and practices at the Elizabeth, New Jersey contract detention facility; and otherwise properly manage the facility.

29. Plaintiffs' injuries were proximately caused in whole or in part by Esmor's knowingly, recklessly, deliberately, and intentionally failing to properly screen, hire, train, supervise, monitor, discipline, and otherwise manage its employees; failing

to take reasonable and necessary action to remedy defective conditions, policies, and practices at the Elizabeth, New Jersey contract detention facility; and otherwise failing to properly manage the facility.

THIRD CAUSE OF ACTION

30. Plaintiffs repeat and reallege paragraphs 1 through 29 above as if fully set forth herein.

31. In committing the wrongful conduct alleged herein, Esmor's employees were acting within the scope of their employment and in furtherance of Esmor's business.

32. Plaintiffs' injuries were proximately caused in whole or in part by the negligence of Esmor's employees.

33. Esmor is liable for the negligent conduct of its employees.

FOURTH CAUSE OF ACTION

34. Plaintiffs repeat and reallege paragraphs 1 through 33 above as if fully set forth herein.

35. In committing the wrongful conduct alleged herein, Esmor's employees were acting within the scope of their employment and in furtherance of Esmor's business.

36. Plaintiffs' injuries were proximately caused in whole or in part by the malicious, reckless, wanton, deliberate, intentional and/or bad faith conduct of its employees.

37. Esmor is liable for the malicious, reckless, wanton, deliberate, intentional and/or bad faith conduct of its employees.

#### FIFTH CAUSE OF ACTION

38. Plaintiffs repeat and reallege paragraphs through 37 above as if fully set forth herein.

39. The contract between INS and Esmor set forth requirements and standards for the treatment and housing of detainees by Esmor and its employees, including, without limitation, protecting detainees from personal abuse, corporal punishment, personal injury, disease, property damage, and harassment, and standards relating to sanitation, hygiene, clothing, health care, food service, safeguarding and accounting for detainees' property, and access to a law library, mail and telephone calls, and legal counselors and religious advisers.

40. Plaintiffs are the intended beneficiaries of these and other provisions of the contract between INS and Esmor.

41. By its wrongful conduct alleged herein, Esmor breached its contract with INS for the management and operation of the Elizabeth, New Jersey contract detention facility.

42. Plaintiffs' injuries were proximately caused in whole or in part by Esmor's breach of contract.

#### SIXTH CAUSE OF ACTION

43. Plaintiffs repeat and reallege paragraphs through 42 above as if fully set forth herein.

44. Defendants, acting under color of federal law, violated or caused to be violated plaintiffs' rights protected by the First, Fourth, Fifth, Eighth, and Fourteenth Amendments to the

United States Constitution; 8 U.S.C. § 1362; and/or other applicable federal law.

45. Plaintiffs' injuries were proximately caused in whole or in part by Esmor's and its employees' violation of plaintiffs' rights under federal law.

SEVENTH CAUSE OF ACTION

46. Plaintiffs repeat and reallege paragraphs through 45 above as if fully set forth herein.

47. On information and belief, defendants Slattery and Speisman, and each of them, had actual knowledge of, supervised, authorized, participated in, acquiesced in, failed to take reasonable and necessary steps to remedy, and/or personally profited from the negligent, malicious, reckless, wanton, deliberate, intentional and/or bad faith conduct and violation of plaintiffs' constitutional and other rights under federal law.

48. Defendants Slattery and Speisman, and each of them, are personally liable for Esmor's negligent, malicious, reckless, wanton, deliberate, intentional and/or bad faith conduct and violation of plaintiffs' constitutional and other rights under federal law.

WHEREFORE, plaintiffs and each other member of the class are entitled to

(a) compensatory damages in the amount of \$500,000,000;

(b) punitive damages in the amount of \$500,000,000;



(c) the costs and disbursements of this action,  
including reasonable attorneys' fees; and

(d) such other and further relief as the Court deems  
just and proper.

JURY DEMAND

Plaintiffs demand trial by jury.

Dated: New York, New York  
June 23, 1998

RESSLER & RESSLER

By:

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Bruce J. Ressler

BR-6329

Attorneys for plaintiffs

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Certificate of Service

Richard F. Bernstein, one of the attorneys for plaintiffs, hereby certifies as follows: I have today served a copy of the foregoing Amended Complaint upon the defendants by causing a copy thereof to be hand delivered to Daniel V. Gsovski, Herzfeld & Rubin, P.C., attorneys for defendants, in open court.

Dated: June 25, 1998

  
Richard F. Bernstein  
RB-3091