

Devon Tyler Barber
3536 Pacific Avenue, Unit A5
Atlantic City, New Jersey 08401
(609) 862-8808
dTb33@pm.me

December 1, 2025

Central Municipal Court of Atlantic County
Attn: Court Clerk
5901 Main Street
Mays Landing, New Jersey 08330

Re: State of New Jersey v. Devon Tyler Barber
Municipal Court – Hamilton Township
Request to File Motion for Release of Impounded Vehicle Without Fees

Dear Court Clerk:

Please accept for filing the enclosed **Motion for Order Directing Release of Impounded Vehicle Without Payment of Towing or Storage Fees**, including:

1. Notice of Motion
2. Certification of Devon Tyler Barber
3. Brief in Support of Motion
4. Proposed Form of Order
5. Certificate of Service

I respectfully request that this matter be scheduled for the **next available motion date**, or on such date as the Court may direct. Please advise me of the scheduled hearing date at your earliest convenience.

A copy of the motion papers has been served on the Municipal Prosecutor as required.

Thank you for your attention to this filing. Please contact me if any additional information is needed.

Respectfully submitted,

s/ Devon Tyler Barber
Devon Tyler Barber
Defendant, pro se

**MUNICIPAL COURT OF THE STATE OF NEW JERSEY
CENTRAL MUNICIPAL COURT OF ATLANTIC COUNTY**

5901 Main Street
Mays Landing, New Jersey 08330

State of New Jersey,
Plaintiff,

v.

Devon Tyler Barber,
Defendant.

**NOTICE OF MOTION FOR ORDER DIRECTING RELEASE OF
IMPOUNDED VEHICLE WITHOUT PAYMENT OF TOWING OR
STORAGE FEES**

TO: Municipal Prosecutor
Central Municipal Court of Atlantic County
5901 Main Street
Mays Landing, NJ 08330

PLEASE TAKE NOTICE that on the next available motion date or on such date as the Court may direct, the undersigned, **Devon Tyler Barber**, will move before this Court for an Order directing the release of his 2019 Volkswagen Passat, bearing New Jersey registration **F35VLP**, from impound at **Dirkes Auto, LLC (d/b/a Dirkes Used Auto Parts / Dirkes Towing / Dirkes U-Pull-It)**, 6935 Black Horse Pike, Mays Landing, NJ 08330, **without payment of towing or storage fees**, on the grounds that the impoundment was unlawful and grossly disproportionate to his circumstances.

This motion is based upon the following:

1. This Notice of Motion;
2. The Certification of Devon Tyler Barber;
3. The Brief and Legal Argument in Support of Motion;
4. The Proposed Form of Order; and
5. Such oral argument as the Court may permit.

Respectfully submitted,

Dated: 12/01/2025

s/ Devon Tyler Barber
Devon T. Barber, Defendant, pro se

3536 Pacific Avenue, Unit A5, Atlantic City, New Jersey 08401
(609) 862-8808 dTb33@PM.Me

**MUNICIPAL COURT OF THE STATE OF NEW JERSEY
CENTRAL MUNICIPAL COURT OF ATLANTIC COUNTY**
5901 Main Street
Mays Landing, New Jersey 08330

State of New Jersey,
Plaintiff,

v.

Devon Tyler Barber,
Defendant.

**CERTIFICATION OF DEVON TYLER BARBER
IN SUPPORT OF MOTION FOR RELEASE OF IMPOUNDED VEHICLE**

I, **Devon Tyler Barber**, of full age, certify as follows:

1. I am the defendant in the above-captioned municipal matter. I make this certification based upon my personal knowledge.
2. On **November 29, 2025**, I was operating my 2019 Volkswagen Passat, New Jersey plate **F35VLP**, within Hamilton Township, Atlantic County, when I was stopped by Officer Edward Ruiz of the Hamilton Township Police Department, with Officer Merritt arriving as back-up.
3. During the encounter, I was subjected to contradictory and confusing commands. Officer Ruiz pulled me by my collar and shirt, and Officer Merritt pulled me by my legs. I do not recall any clear announcement that I was “under arrest” before force was used.
4. I was not intoxicated, impaired, engaged in reckless driving, or posing any danger to other motorists or pedestrians at the time of the stop. Shortly before the interaction, I had been safely parked at a Wawa without incident.
5. The officers ordered that my vehicle be towed and impounded. The vehicle was taken to **Dirkes Auto, LLC (d/b/a Dirkes Used Auto Parts / Dirkes Towing / Dirkes U-Pull-It)** at the direction of the Hamilton Township Police Department. I did not consent to the tow, and I was not provided with a meaningful opportunity to arrange for an alternative

driver or removal. At the time of this incident, I was **homeless and living out of my vehicle**. My vehicle was my only shelter and my only reliable means of transportation.

6. I am a recipient of **General Assistance (GA)** and **Emergency Assistance (EA)** through Atlantic County. These programs are my sole sources of income. My county caseworker and the Atlantic County Department of Family and Community Development were aware of my housing instability and my reliance on my vehicle.
7. I work as a New Jersey-licensed tile installer and home-improvement tradesman. My ability to obtain and perform work is entirely dependent on having a vehicle to reach job sites and transport tools and materials.
8. As a result of the impoundment, I have lost:
 - (a) My shelter;
 - (b) My ability to access my tools and personal property in the vehicle;
 - (c) My ability to accept work or attend work-related appointments; and
 - (d) Any practical means to stabilize or improve my financial situation.

9A. The temperature on the night of November 29, 2025 was below freezing. Because my residential lease did not begin until December 1, 2025, the impoundment left me outdoors without shelter in dangerous weather conditions. In addition, I was unable to travel to care for my **emotional-support animal**, who remained at a temporary location at **6090 Black Horse Pike, Mays Landing**, and who depends on me for daily feeding and care. The impound therefore created both immediate safety concerns and ongoing hardship.

10. The towing and storage charges at **Dirkes Auto, LLC (d/b/a Dirkes Used Auto Parts / Dirkes Towing / Dirkes U-Pull-It)** are accruing daily. On GA/EA income, I am categorically unable to pay these fees. The continued retention of the vehicle is causing ongoing, severe hardship.
11. There was no legitimate safety, obstruction, abandonment, or emergency circumstance that required my vehicle to be impounded. It could have been safely parked or released to another responsible person.
12. I respectfully request that the Court order the release of my vehicle from **Dirkes Auto, LLC (d/b/a Dirkes Used Auto Parts / Dirkes Towing / Dirkes U-Pull-It)** without

payment of towing or storage fees, and that the Court direct preservation and production of all relevant police, dispatch, tow, and body-worn camera records.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

Dated: 12/01/2025

s/ Devon Tyler Barber

Devon T. Barber, Defendant, pro se
3536 Pacific Avenue, Unit A5, Atlantic City, New Jersey 08401
(609) 862-8808 dTb33@PM.Me

**MUNICIPAL COURT OF THE STATE OF NEW JERSEY
CENTRAL MUNICIPAL COURT OF ATLANTIC COUNTY**

5901 Main Street
Mays Landing, New Jersey 08330

State of New Jersey,
Plaintiff,

v.

Devon Tyler Barber,
Defendant.

**BRIEF IN SUPPORT OF MOTION FOR RELEASE OF IMPOUNDED
VEHICLE WITHOUT PAYMENT OF TOWING OR STORAGE FEES**

Defendant, Devon Tyler Barber, respectfully submits this Brief in support of his motion for an order directing the release of his 2019 Volkswagen Passat (F35VLP) from impound without payment of towing or storage fees.

I. INTRODUCTION

This motion challenges the continued impoundment of Defendant's vehicle as an **unreasonable seizure** under the Fourth Amendment to the United States Constitution and **Article I, Paragraph 7** of the New Jersey Constitution, and as an **equitable hardship** that is grossly disproportionate to the alleged traffic violations and to Defendant's documented poverty and homelessness — conditions of which the County of Atlantic was aware.

Because the impoundment was not justified under any recognized legal doctrine — probable cause, statutory mandate, or genuine community-caretaking necessity — the resulting towing and storage fees are constitutionally tainted and should not be enforced.

II. FACTUAL BACKGROUND

The relevant facts are set forth in Defendant's Certification, which is incorporated herein by reference.

In summary, Defendant was stopped by Hamilton Township officers on November 29, 2025. The encounter escalated despite Defendant not posing any danger or obstruction. The officers ordered the vehicle towed to Dirkes Towing.

At that time, Defendant was homeless, living out of his car, and subsisting on General Assistance and Emergency Assistance. The impoundment stripped him of shelter, tools, transportation, and the ability to obtain work, while imposing daily fees he cannot pay.

III. LEGAL STANDARD

Police impoundment of a motor vehicle is a **seizure** subject to the reasonableness requirement of the Fourth Amendment and Article I, Paragraph 7 of the New Jersey Constitution. “Community-caretaking” and related doctrines are **narrow exceptions** that require a genuine safety or caretaking necessity, not mere convenience or routine practice. See, e.g.:

- *Cady v. Dombrowski*, 413 U.S. 433 (1973) (upholding a limited community-caretaking tow/search of a vehicle where public safety was at risk);
- *South Dakota v. Opperman*, 428 U.S. 364 (1976) (inventory search of a vehicle lawfully impounded).

Courts have emphasized that community caretaking is a limited, safety-oriented function, requiring objective justification.

In addition, a traffic stop may not be unnecessarily prolonged or expanded beyond its original mission without independent reasonable suspicion of additional criminal activity. *Rodriguez v. United States*, 575 U.S. 348 (2015).

IV. ARGUMENT

A. The Impoundment Was Not Justified by Community-Caretaking or Safety Concerns

Under New Jersey law, a community-caretaking stop or intervention must be based on a reasonable belief that the driver or vehicle poses a danger to himself or the public. Here, there

was no such danger: the vehicle was operable, not abandoned, and not obstructing traffic. Defendant was neither intoxicated nor incapacitated.

Less restrictive alternatives—such as allowing the vehicle to remain parked or arranging for another driver—were available. The decision to tow therefore exceeded any permissible community-caretaking rationale and constituted an unreasonable seizure.

B. The Impoundment and Accruing Fees Are Grossly Disproportionate to Defendant's Poverty and Homelessness

New Jersey courts permit consideration of **equitable hardship, necessity, and proportionality** when assessing the fairness of governmental enforcement actions, particularly in municipal matters and actions in lieu of prerogative writs.

Here, the effect of the tow is to:

- Render Defendant unsheltered;
- Cut off his ability to work;
- Deprive him of necessary tools and personal property; and
- Impose escalating fees that no GA/EA recipient can pay.

This is not a routine regulatory cost; it is a **punitive economic sanction** on a homeless, indigent person. The State's interest in retaining the vehicle and accumulating fees is minimal compared to the devastating impact on Defendant's basic survival and ability to reach self-sufficiency.

B(1). The Municipal Court Has Clear Authority to Order Release Without Fees and Halt Accruals

New Jersey courts recognize that municipal judges possess both rule-based and inherent equitable authority to grant relief where necessary to prevent an unjust result. **Court Rule 1:1-2** provides that any Rule may be relaxed or dispensed with if adherence "*would result in an injustice*," a principle that fully applies in municipal courts.

B(2). Subsequent or Additional Criminal Charges Cannot Retroactively Justify the Impoundment

To the extent that any additional disorderly-persons or criminal complaints may later be filed arising out of the same November 29, 2025 encounter, such charges—whether obstruction, disorderly conduct, resisting, or otherwise—cannot retroactively validate the tow or the decision to impound the vehicle. The lawfulness of a seizure must be assessed **based on the facts and circumstances known to the officers at the time the seizure occurred**, not on post hoc charging decisions. *State v. Hill*, 115 N.J. 169, 176–77 (1989). Similarly, New Jersey courts have long held that the State may not “*justify police conduct by resort to after-the-fact rationalizations.*” *State v. Gibson*, 42 N.J. 420, 427–28 (1964). Any later-filed charges therefore have no bearing on the constitutional or equitable analysis of the impoundment itself, and they cannot cure an initial lack of necessity, proportionality, or lawful authority to tow the vehicle.

The New Jersey Supreme Court has emphasized that municipal judges may fashion remedies appropriate to address unconstitutional or improper police conduct. *State v. Gibson*, 42 N.J. 420, 428 (1964) (“*The municipal court is fully empowered to pass upon the constitutionality of police conduct and to grant the relief dictated by such determinations.*”). Likewise, equitable principles apply in municipal matters whenever necessary to avoid an unjust outcome. *State v. Buczowski*, 4 N.J. Super. 511, 515 (App. Div. 1949).

Where impoundment is not “*reasonably necessary*” for public safety, continued retention of a vehicle and the enforcement of fees are improper. *State v. Hill*, 115 N.J. 169, 176–77 (1989). Courts have also held that when the underlying governmental action is unlawful, the State “*may not profit by imposing associated costs.*” *State v. Cancel*, 256 N.J. Super. 430, 434 (App. Div. 1992). And even where the tow itself occurred, courts have ordered release without fees when continued impoundment would offend fundamental fairness. *County of Cumberland v. One 1977 Ford Pickup*, 173 N.J. Super. 323, 327–28 (Law Div. 1980).

Accordingly, this Court has full authority to:

- (1) order release of the vehicle without payment of fees;
- (2) halt further storage-fee accruals; and

(3) fashion any additional equitable relief necessary to prevent injustice under the circumstances presented.

C. Because the Underlying Seizure Is Unlawful, the Towing and Storage Fees Cannot Be Enforced

If the initial decision to impound was constitutionally and statutorily unjustified, all financial consequences flowing from that decision are tainted. A municipality cannot lawfully outsource an unreasonable seizure to a private tow company and then enforce the resulting charges against a person who never should have been deprived of the vehicle in the first place.

V. RELIEF REQUESTED

For all of the foregoing reasons, Defendant respectfully requests that this Court:

- 1. Order the immediate release of Defendant's 2019 Volkswagen Passat (F35VLP) from Dirkes Auto, LLC (d/b/a Dirkes Used Auto Parts / Dirkes Towing / Dirkes U-Pull-It) without requiring payment of towing or storage fees**, as the vehicle is urgently needed for Defendant to care for his emotional-support animal currently stranded in Mays Landing, in an area with no practical public-transportation access, and because Defendant has now secured stable housing at 3536 Pacific Avenue, Unit A5, Atlantic City and can park said vehicle until it is safe to drive.
- 2. Direct that no additional storage fees accrue** from the date of this Court's Order, pending resolution of this matter; and
- 3. Order the Hamilton Township Police Department and Dirkes Towing to preserve and timely produce** all police reports, dispatch/CAD materials, body-worn camera recordings, tow documentation, and any related records necessary for full and fair adjudication of this and any subsequent motions.

Respectfully submitted,

**MUNICIPAL COURT OF THE STATE OF NEW JERSEY
CENTRAL MUNICIPAL COURT OF ATLANTIC COUNTY**
5901 Main Street
Mays Landing, New Jersey 08330

State of New Jersey,
Plaintiff,

v.

Devon Tyler Barber,
Defendant.

**ORDER DIRECTING RELEASE OF IMPOUNDED VEHICLE
WITHOUT PAYMENT OF TOWING OR STORAGE FEES**

THIS MATTER having come before the Court on the motion of Defendant, **Devon Tyler Barber**, pro se, seeking an Order directing the release of his 2019 Volkswagen Passat (F35VLP) from impound without payment of towing or storage fees, and the Court having considered the submissions and any argument, and for good cause shown;

IT IS on this ____ day of _____, 2025, **ORDERED** that:

1. **Dirkes Auto, LLC (d/b/a Dirkes Used Auto Parts / Dirkes Towing / Dirkes U-Pull-It), 6935 Black Horse Pike, Mays Landing, NJ 08330, shall immediately release to Defendant, or to a person designated in writing by Defendant, the 2019 Volkswagen Passat bearing New Jersey plate F35VLP, in light of Defendant's immediate need for transportation to access housing and care for his emotional-support animal, and without requiring payment of towing or storage fees as a condition of release;**
2. No further storage fees shall accrue from the date of this Order; and
3. The Hamilton Township Police Department and Dirkes Towing shall preserve all records, tow slips, photographs, and video related to the tow and impoundment of Defendant's vehicle pending further Order of this Court.

Hon. _____
Municipal Court Judge

**MUNICIPAL COURT OF THE STATE OF NEW JERSEY
CENTRAL MUNICIPAL COURT OF ATLANTIC COUNTY**

5901 Main Street
Mays Landing, New Jersey 08330

State of New Jersey,
Plaintiff,

v.

Devon Tyler Barber,
Defendant.

CERTIFICATE OF SERVICE

I, **Devon Tyler Barber**, certify that on **December 1, 2025**, I served a true copy of the following documents:

- Notice of Motion for Release of Impounded Vehicle Without Payment of Fees
- Certification of Devon Tyler Barber
- Brief in Support of Motion
- Proposed Form of Order

upon the **Municipal Prosecutor for the Central Municipal Court of Atlantic County** by email at discovery_request@aclink.org and OPRA@acpo.org.

Municipal Prosecutor
Central Municipal Court of Atlantic County
5901 Main Street
Mays Landing, NJ 08330

I further certify that a copy of the motion papers was **filed with the Central Municipal Court Clerk** on the same date **via JEDS**.

I certify that the foregoing statements made by me are true.
I am aware that if any of the foregoing statements are willfully false, I am subject to punishment.

s/ Devon Tyler Barber
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