

08/22/2013 10:03

#4192 P. 021/028

maintained against Plaintiff and embarrass Plaintiff.

36. Specifically, Defendants released a bulletin alert against Plaintiff, identifying the color and make of his car, claiming Plaintiff was "armed and dangerous." Defendants knew or should have known that Plaintiff was not armed and dangerous.

37. Additionally, on October 13, 2011, Plaintiff was pulled over by two West New York Officers, who advised Plaintiff that they had pulled him over due to the aforementioned bulletin alert originating from Guttenberg. Plaintiff permitted them to search his vehicle. The officers found nothing in his vehicle, were satisfied that the bulletin alert was without merit, and let Plaintiff go.

38. The unlawful possession of a weapon charges against Plaintiff were dismissed by the Hudson County Prosecutor's Office. Plaintiff was never indicted on the foregoing charges.

39. Although Plaintiff applied for the Pre-Trial Intervention (PTI) on three occasions, his PTI application was continuously rejected. Upon information and belief, Defendants played a part in denying Plaintiff's PTI application.

40. However, in May 2013, the assigned Judge on Plaintiff's case reviewed Plaintiff's PTI application, and ordered Plaintiff to be approved for PTI. On ___, 2013, Plaintiff was accepted into the PTI program with a no guilty plea.

41. Upon information and belief, Defendants also retaliated against Plaintiff's family members by pulling his father over and giving him an excessive amount of tickets only a few days before Plaintiff was to be accepted into the PTI program.

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I
COUNT ONE
ABUSE OF PROCESS

42. All of the allegations in each of the foregoing paragraphs are incorporated by reference as if fully set forth herein.

43. Pursuant to official policy, custom, and practice, Defendants acting under color of law, lawfully subjected Plaintiff to the deprivation of his constitutional rights secured under the Fourth Amendment and New Jersey's Constitution, Article I, Sections 6 (free speech) and 18 (right to petition), in that the Defendants abused the process.

44. Defendants, acting in concert with each other and individually, caused the issuance of a search warrant of Plaintiff's parent's home based on an affidavit fabricating probable cause which did not exist that Plaintiff was unlawfully possessing a weapon or firearm.

42. Due to Defendants falsified affidavit signed by Investigator Terello, Defendants caused a county Judge to issue a search warrant for Plaintiff's parent's home. Since Defendants lacked any legitimate basis to suspect Plaintiff unlawfully possessed a weapon or firearm, Defendants acted with malice to retaliate against him engaging for protected activities.

44. The search of Plaintiff's parent's home resulted in no finding of an unlawful weapon or firearm.

45. Due to Defendants knowledge and/or willful indifference of the existence of exculpatory evidence in that Plaintiff did not unlawfully possess a weapon or firearm, Defendants caused the baseless arrest of Plaintiff and prepared false and misleading

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information to the county prosecutor's office to continue with the criminal prosecution for unlawful possession of a weapon. Defendants acted without any legitimate reason other than to retaliate against Plaintiff for engaging in protected activities.

46. The aforementioned charge of unlawful possession of a weapon was ultimately dismissed in favor of Plaintiff when the Hudson County Prosecutor's Office dropped the aforementioned charge against Plaintiff.

47. Defendants intentionally abused the legal process to retaliate against Plaintiff for exercising his right to constitutional right to freedom of speech and/or due to a personal vendetta against Plaintiff.

48. Alternatively, those Defendants who could have stopped the unlawful violations of Plaintiff's civil rights are liable based on their failure to intervene to stop the said civil rights violations.

49. As a direct and proximate cause of the aforementioned conduct, Plaintiff has suffered and will continue to suffer economic, emotional, and psychological damages in an amount to be determined by a jury. Because of Individual Defendants willful and malicious conduct, Plaintiff seeks punitive damages in their individual capacity in an amount to be determined by a jury.

WHEREFORE, the Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. Compensatory Damages.
- b. Punitive Damages, including treble damages;
- c. Attorney's fee and costs of suit;
- d. Such other and further relief that the Court deems equitable and just.

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II
COUNT TWO
FALSE ARREST AND MALICIOUS PROSECUTION

45. All of the allegations in each of the foregoing paragraphs are incorporated by reference as if fully set forth herein.

46. Pursuant to official policy, custom, and practice, Defendants acting under color of law, lawfully subjected Plaintiff to the deprivation of his constitutional rights secured under the Fourth Amendment and New Jersey's Constitution, Article I, Sections 6 (free speech) and 18 (right to petition), in that he was falsely arrested and maliciously prosecuted.

47. Pursuant to official policy, custom, and practice, Defendants, acting in concert with each other and individually, unlawfully arrested and maliciously prosecuted Plaintiff without probable cause.

48. Alternatively, those Defendants who could have stopped the unlawful violations of Plaintiff's civil rights are liable based on their failure to intervene to stop the said civil rights violations.

57. As a direct and proximate cause of the aforementioned conduct, Plaintiff has suffered and will continue to suffer economic, emotional, and psychological damages in an amount to be determined by a jury. Because of Individual Defendants willful and malicious conduct, Plaintiff seeks punitive damages in their individual capacity in an amount to be determined by a jury.

WHEREFORE, the Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

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- a. Compensatory Damages.
- b. Punitive Damages, including treble damages;
- c. Attorney's fee and costs of suit;
- d. Such other and further relief that the Court deems equitable and just.

COUNT THREE

N.J.S.A. § 10:6-2

NEW JERSEY CIVIL RIGHTS ACT

First Amendment & NJ Constitution §§ 6 and 18

49. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

50. Pursuant to official policy, custom, and practice, Defendants acting under color of law, lawfully subjected Plaintiff to the deprivation of his constitutional rights secured under the United States First Amendment and New Jersey's Constitution, Article 1, Sections 6 (free speech) and 18 (right to petition), based on Plaintiff's constitutionally protected activities in reporting unlawful criminal activity by law enforcement.

51. Pursuant to official policy, custom, and practice, Defendants, acting in concert with each other and individually, unlawfully retaliated against Plaintiff because of his protected activity by falsely arresting him and causing the initiation and continuation of a baseless criminal prosecution.

52. Plaintiff's constitutionally protected activities, as alleged herein, were the motivating factor for Defendants retaliatory conduct.

53. Defendants' pattern of retaliatory conduct has caused a chilling effect to Plaintiff and others who may desire to engage in such protected activities.

54. Alternatively, those Defendants who could have stopped the unlawful

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violations of Plaintiff's civil rights are liable based on their failure to intervene to stop the said civil rights violations.

57. As a direct and proximate cause of the aforementioned retaliatory conduct, Plaintiff has suffered and will continue to suffer economic, emotional, and psychological damages in an amount to be determined by a jury. Because of Individual Defendants willful and malicious conduct, Plaintiff seeks punitive damages in their individual capacity in an amount to be determined by a jury.

WHEREFORE, the Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. Compensatory Damages.
- b. Punitive Damages, including treble damages;
- c. Attorney's fee and costs of suit;
- d. Such other and further relief that the Court deems equitable and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial as to all issues so triable.

Dated: August 14, 2013

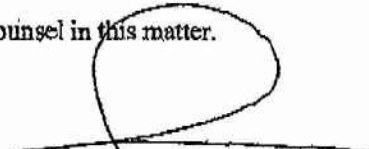


LOUIS A. ZAYAS, ESQ.

DESIGNATION OF TRIAL COUNSEL

LOUIS A. ZAYAS, ESQ., is designated as trial counsel in this matter.

Dated: August 14, 2013



LOUIS A. ZAYAS, ESQ.

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DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

Pursuant to R. 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment. If so, please attach a copy of each, or alternative state, under oath and certification: (a) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all persons insured thereunder; (e) personal injury limits; (f) property damages limits; and (g) medical payment limits.

Dated: August 14, 2013



LOUIS A. ZAYAS, ESQ.

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter referred to as "Agreement") made this 14th day of December, 2016, by and between the New Jersey Intergovernmental Insurance Fund ("NJIF"), with offices located at NJIF c/o Eric J. Nemeth, General Counsel, Eric J. Nemeth, P.C., 55 Madison Avenue, Suite 400, Morristown, New Jersey 07960 on behalf of its insured, the Town of Guttenberg, a municipal corporation of the State of New Jersey, with offices located at 6808-6810 Park Avenue Guttenberg, New Jersey 07093, (hereinafter referred to as "Guttenberg" or the "Town"); and Brian Dorador, residing at _____, New Jersey 07712 (hereinafter referred to as "Plaintiff").

WITNESSETH

WHEREAS, Plaintiff filed suit against the Town, Captain Joel Magenheimer, Officer Laura Sorto, Sergeant Jeff Lugo, Officer Joseph Keselica, Investigator Joseph Terello and Sergeant Juan Berrera (individually and collectively referred to herein as "Defendants") in an action venued in United States District Court for the District of New Jersey under Civil Action No.: 2:13-cv-05696 and with the caption Brian Dorador v. Township of Guttenberg, Captain Joel Magenheimer, Officer Laura Sorto, Sergeant Jeff Lugo, Officer Joseph Keselica, Investigator Joseph Terello and Sergeant Juan Berrera (hereinafter referred to as the "Lawsuit"); and

WHEREAS, The Lawsuit includes various allegations against Defendants; and

WHEREAS, Defendants are provided with insurance coverage through the NJIF for the Lawsuit; and

WHEREAS, the NJIF, on behalf of Defendants, and Plaintiff (jointly referred to herein as the "Parties" and individually as a "Party") have reached agreement on the resolution of Plaintiff's claims against Defendants and desire and intend to memorialize the settlement by execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

1. Dismissal of Claims. As partial consideration for payment of the Settlement Sum (as that term is defined below) Plaintiff hereby dismisses, with prejudice, in their entirety, any and all claims (including by way of example and not limitation, those included in the Lawsuit) he

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has or may have against Defendants, said dismissal being evidenced by execution of the form of Stipulation of Dismissal with Prejudice attached hereto as Exhibit A.

2. **Release and Discharge.** As additional and partial consideration for payment of the Settlement Sum (as that term is defined below), Plaintiff, for himself and on behalf of his respective successors, heirs, beneficiaries, agents, estates and assigns (individually and collectively referred to herein as "Releasor") does hereby fully and forever release, remit, acquit, remise, hold harmless and discharge (the "Release") Defendants and the NJIIF, as well as the Defendants' and the NJIIF's past and present officials, agents, attorneys, commissioners, departments, volunteers, officers and employees (for individuals, said Release runs to them in their official and personal capacities), and all of their respective heirs, estates, successors and assigns (hereinafter, individually and collectively referred to as "Releasees"), jointly and individually, from any and all liabilities, claims, causes of action, charges, appeals, complaints, obligations, costs, losses, damages, injuries, attorneys' fees and other legal responsibilities, of any form or kind whatsoever, whether vested or contingent, which Releasor has or may have against Releasees from the beginning of time through the date of this Agreement, including without limitation, any claims in law, equity, contract, tort, public policy, any claims or causes of action for breach of contract, negligence, excessive force, malicious prosecution, wrongful arrest, conspiracy, negligent hiring, negligent training, failure to intervene, unlawful custom or practice, civil rights violations, retaliation, harassment and/or discrimination based upon, among other things, disability, handicap, sex, age or race, negligent or intentional infliction of emotional distress, defamation, any claims arising under The Civil Rights Act of 1871 as amended by 42 U.S.C. §1983, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, as amended, the Reconstruction Era Civil Rights Act, as amended, the Americans with Disabilities Act, the NJ Civil Rights Act, N.J.S.A. 10:6-1 et seq., any claims that could be asserted pursuant to *Monell v. Department of Social Services*, 436 U.S.658 (1978), the Age Discrimination in Employment Act of 1967, as amended, the New Jersey Law Against Discrimination, the United States Constitution, the New Jersey Constitution, or any other federal, state or local statute, ordinance or law whether such claims are known or unknown, unforeseen, unanticipated, unsuspected or latent, and any claims which were raised or could have been raised prior to the date of this Agreement, whether known or unknown, unforeseen, unanticipated, unsuspected or latent (all of the above collectively, referred to as "Claims").

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3. **Lump Sum Payment.** Within thirty (30) days following (A) delivery to counsel for the NJIIF of (1) a fully executed copy of this Agreement, (2) an executed copy of the Stipulation of Dismissal with Prejudice in Exhibit A (the "Stipulation"), (3) Plaintiff's social security number, date of birth, current address, and (\$) his attorney's EIN, the /njiif will pay plaintiff a lump sum of \$39,900.00 (the "Settlement Sum") in satisfaction of all claims, legal fees and costs of suit associated with the Lawsuit and all other consideration provided in this Agreement. Plaintiff acknowledges and agrees that he shall receive no other payment, compensation or consideration from NJIIF or any other Releasee as a result of the Release, Stipulation or his execution of this Agreement. The Settlement Sum shall be made payable to "John P. Fazzio, Esq. and Brian Dorador" and mailed to:

John P. Fazzio, Esq.
Attorney-At-Law
164 Franklin Turnpike
Mahwah, NJ 07430

4. **Warranty of Capacity To Execute Agreement.** Plaintiff represents and warrants that no other person or entity has any interest in the claims which constitute the Lawsuit, or in any other demands, obligations, or causes of action referred to in this Agreement, and that he has the sole right and exclusive authority to execute this Agreement and receive the benefits specified. Plaintiff further represents that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, or any other demands, obligations or causes of action referred to in this Agreement.

5. **Entire Agreement.** This Agreement contains the entire agreement between the ~~Parties concerning the matters set forth in this document; and shall be binding upon each~~ Releasor as if each had executed this Agreement. The Agreement shall also inure to the benefit of each Releasee, each of whom shall be authorized to enforce its provisions as if they were a signatory hereto.

6. **Representation of Comprehension of Document.** In executing this Agreement, Plaintiff represents that he has relied upon the legal advice of his attorney who is the attorney of his own choice, that he has had the full opportunity to review this Agreement with his attorney, that the terms of this Agreement have been completely read and explained by his attorney, and that Plaintiff fully understands and voluntarily accepts those terms.

7. **No Admission of Liability.** Plaintiff acknowledges and agrees that the Lawsuit is being settled by the NJIIF on behalf of Defendants for purposes of economic expediency and that in settling this matter, no admission of liability is being made by the NJIIF, or Defendants and no such admission shall be construed hereby.

8. **Tax Implication.** NJIIF makes no representations as to the tax consequences or liability arising from any payment made under this Agreement. Moreover, any tax consequences and/or liability arising from payment to Plaintiff in accordance with this Agreement shall be Plaintiff's sole responsibility and obligation, and that neither the NJIIF, Guttenberg nor the individual Defendants shall be held liable for any payment of any taxes or penalties on Plaintiff's behalf. Releasor agrees to pay any and all income tax that may be determined to be due in connection with the payment of the Settlement Sum. Should the Internal Revenue Service, any State or any other taxing agency or tribunal require Defendants to pay any taxes, fines, penalties, interest or any other cost related to taxes on behalf of Plaintiff or her husband with regard to the payment of the Settlement Sum, Releasor agrees to defend, indemnify and reimburse the NJIIF, their agents, servants or representatives for any taxes they are required to pay as a result of Plaintiff's failure to do so.

9. **Liens.** Plaintiff hereby represents that no liens, including but not limited to, any Medicare liens, exist against the proceeds of the Settlement Sum, and that if any liens do exist, they will be paid in full, compromised or satisfied and released by Plaintiff. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, Plaintiff agrees that he will pay that lien in full. This representation and covenant are intended to include all liens, including, but not limited to, attorneys' liens, medical provider liens, Medicare and Medicaid liens, workers' compensation liens, ERISA liens, all statutory or common law liens, and judgment liens. Plaintiff agrees to indemnify and hold the Releasees harmless in connection with any claim made against Plaintiff by reason of liens against or tax obligations associated with the proceeds of the Settlement Sum. In the event a claim is hereafter made against any of the Releasees, including but not limited to, the NJIIF, by anyone seeking payment of any liens, Plaintiff will indemnify and hold the Releasees, including the NJIIF, harmless for any money spent in paying any such liens and/or defending against such a claim, including, but not limited to, attorneys' fees, costs of suit, and interest.

In furtherance of the foregoing, Plaintiff states as follows:

"I agree to satisfy and personally guarantee payment for any and all liens, including but not limited to liens asserted by any workers' compensation insurance carrier or governmental entity, including but not limited to Medicare and/or Medicaid, that has paid, or will pay, any benefits to me, or on my behalf, out of the monies you are paying pursuant to this Release. I further agree to satisfy any and all child support judgment liens and unpaid medical bills of any medical provider or facility out of the proceeds of this settlement.

In recognition of my obligations to satisfy all such liens out of the monies being paid pursuant to this Release, I further agree to indemnify and defend you, your attorney's and your liability insurance carriers from and against any and all claims made or actions filed against you, your attorneys, or your liability insurance carriers for payment of any such liens upon prompt presentation and tender of such claims. I further acknowledge that I have specifically discussed this provision of this Release with my attorneys."

10. **Indemnification.** In the event Plaintiff shall recover any monies from any person who thereafter seeks indemnification from any of the Releasees, arising from the claims, embodied in the Lawsuit, Plaintiff shall indemnify and hold the Releasees harmless for any money spent in defending against these claims, including, but not limited to, attorneys' fees, costs of suit, judgment or settlement.

11. **Non-disclosure Agreement.** For \$1.00 (one dollar) in hand and other good and valuable consideration, Releasor and Releasor's attorney agree and covenant to keep the facts regarding the facts underlying the Lawsuit, the terms of this Agreement, and the negotiations leading to this Agreement confidential, and not to disclose same to any person, except to their lawyer and accountant, pursuant to a Court Order or in order to comply with any Federal, State or local government statute, or rule. Disclosure made pursuant to a court order, however, shall be made only after furnishing the NJIIF with notice of the demand or order requiring such disclosure within forty-eight (48) hours of its receipt of said demand or order. Further, as set forth above in this Paragraph 11, Releasor, or anyone speaking on Releasor's behalf, shall not originate, or make any written or oral statement, news release or other announcement or publication to any third party relating to this Agreement, the claims that form the basis for the Lawsuit, or the negotiation or resolution of the Lawsuit. If, hereinafter, either Releasor or Releasor's attorney is asked about the Lawsuit or the settlement thereof or the actions, inactions,

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or conduct of any one or all of the Defendants by any person, or settlement hereof, Releasor and Releasor's attorney shall state only that the Lawsuit was settled to their satisfaction. In the event Releasor breaches the foregoing confidentiality provision of this Agreement. Releasor shall be liable for the NJIIF's enforcement of its terms, including all legal fees and court costs and shall reimburse to the NJIIF 50% of the Settlement Sum as liquidated damages. Releasor agrees that he shall engage in no act and shall make or publish no statement which is intended, or reasonably may be expected to disparage or harm the reputation, business, prospects, or operations of Releasees.

12. **Related Claims.** Releasor promises and agrees not to file, re-file, appeal, initiate, or cause to be filed, re-filed or initiated any claim, suit, claim or other proceeding based upon, arising out of, or related to any claims and causes of action subsumed within the Release; nor shall Releasor solicit, encourage, participate, assist or cooperate in any claim against any of the Releasees, whether before a court or administrative agency, unless required to do so by law. If a court order or lawful subpoena is served on Plaintiff requiring that he testify in any matter in which Releasees have an interest, he agrees to immediately notify and provide a copy of the court order or subpoena to the NJIIF's General Counsel c/o Eric J. Nemeth, P.C. 55 Madison Avenue, Suite 400, Morristown, New Jersey, 07960, phone (973-539-2122), fax (973)-539-4677. Plaintiff shall provide the NJIIF's General Counsel and the Town with a copy of the court order or subpoena as soon as possible and reasonably in advance of her appearance and/or compliance with the court order or subpoena. Plaintiff agrees to cooperate with and assist the Town and NJIIF in connection with any lawful efforts to quash or limit the scope of the subpoena or court order.

13. **Modification.** This Agreement may not be modified except by an agreement in writing, executed by all Parties hereto.

14. **Law.** This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New Jersey without giving effect to the conflicts of laws principle thereof.

15. **Severability.** The provisions of this Agreement are severable. If any provisions of the Agreement are declared invalid or unenforceable, with the exception of Paragraph 2, entitled "Release and Discharge", the ruling will not affect the validity and enforceability of any

other provision of the Agreement.

16. **Counterparts.** This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be an original.

17. **Date of Agreement.** This Agreement shall be dated as of the date it is last signed by any of the Parties to the Agreement, which date shall be incorporated on the face page.

I hereby sign this Agreement in order to confirm my consent to the terms set forth above, including but not limited to, my agreement to the dismissal of the Lawsuit and all claims against Defendants, with prejudice, it being my intention to release and discharge any and all claims I have or may have which are referenced in the Agreement.

DATED: 12/19/16

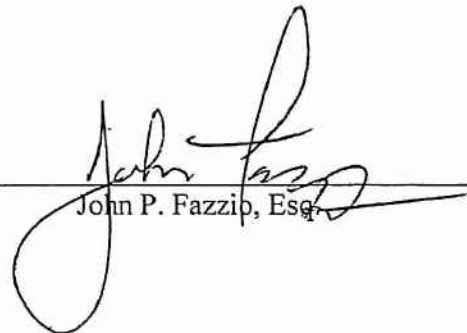
By:


BRIAN DORADOR

ATTEST: _____

DATED: 12/19/16

By:


John P. Fazzio, Esq.

ATTEST: _____

The New Jersey Intergovernmental Insurance Fund on behalf of
the Town of Guttenberg Captain Joel Magenheimer, Officer Laura
Sorto, Sergeant Jeff Lugo, Officer Joseph Keselica, Investigator
Joseph Terello and Sergeant Juan Berrera

By:

Eric J. Nemeth, General Counsel, NJIIF

DATED: _____

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Part I Taxpayer Identification Number (TIN)

Social security number

			-			-				
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or

Employer identification number

	-									
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Part II Certification

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Date ▶ 12/19/16

General Instructions

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we released it) is at www.irs.gov/fw9.

Purpose of Form

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding If you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Brian Dorador	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☒ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 911 Bergenline Ave Apt. 4	Requester's name and address (optional)
	6 City, state, and ZIP code Union City NJ 07087	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 12/19/16
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Savy Grant, Esq.

530 Sylvan Avenue

Englewood Cliffs, New Jersey 07632

201-646-9600

Attorney for Plaintiff

FILED
TEAM #1

OCT 12 2012

SUPERIOR COURT OF NEW JERSEY
COUNTY OF HUDSON
CIVIL DIVISION #10

EVIDIO ESPINOSA

SUPERIOR COURT OF NEW JERSEY

HUDSON COUNTY-LAW DIVISION

Plaintiff

DOCKET NO.:

L-5080-12

GUTTENBERG TOWNSHIP,

GUTTENBERG POLICE DEPARTMENT

VERIFIED COMPLAINT

AND P.O. FRANCO DELUCIA

Defendants

Plaintiff, Evidio Espinosa, by his attorney Savyon Grant, Esq., submits the following complaining of the defendants herein as follows:

PARTIES

1. That the plaintiff, Evidio Espinosa at all times herein after mentioned is an individual residing in the town of Guttenberg, County of Hudson.
2. That the defendant, Guttenberg Township is a municipality in the County of Hudson, State of New Jersey.
3. That the defendant the Guttenberg Police Department is a municipal agency maintained by the municipality of Guttenberg, New Jersey.
4. That the defendant, P.O. Franco De Lucia at all times herein mentioned was a member of the Police Department of Guttenberg Township.

FACTS

5. That the plaintiff, on or about November 15, 2011, was walking on or around Bergenline Avenue, Guttenberg, New Jersey.
6. That the defendant Franco De Lucia, a police officer with the Guttenberg Police Department, responded to a radio dispatch regarding complaints that there were garbage cans being kicked over into the street in or around 70th Street, Guttenberg, New Jersey.
7. That the defendant Franco De Lucia did respond to the complaints and detained the plaintiff Evidio Espinosa and Bruno Fava in the early morning hours of November 15, 2011 in or around 7008 Bergenline Avenue, Guttenberg, New Jersey.
8. That on the aforesaid date at the aforesaid place, the defendant Franco De Lucia did effectuate an arrest of plaintiff Evidio Espinosa for disorderly conduct.
9. That on the aforesaid date at the aforesaid place, the defendant Franco De Lucia did have a physical altercation with the plaintiff, resulting in the hospitalization of the plaintiff for injuries including but not limited to a broken jaw.
10. That the defendant Franco De Lucia did use excessive force in effectuating the arrest of Evidio Espinosa, and did use prohibited methods of restraint or other prohibited exercise of police duties by kicking the plaintiff in the face without any perceptible justification.
11. That upon information and belief, the defendant, Franco De Lucia, was the subject of prior similar complaints made to the co-defendants with respect to De Lucia's discharge of his police duties including but not limited to complaints regarding his use of excessive force and other malfeasance while in the employment as an officer for the Guttenberg Police Department.
12. That upon information and belief, the defendant, Franco De Lucia, was the subject of internal administrative investigations regarding the aforementioned allegations and complaints including

but not limited to the excessive use of force, conducted by his co-defendants herein prior to this incident by the co-defendants .

13. That the co-defendants permitted the defendant, Franco De Lucia to continue to be cloaked with the authority as a police officer of the Guttenberg Police Department despite receiving actual notice of his propensity to use excessive force in the discharge of his policing duties for co-defendants and invested numerous documented complaints including but not limited to, incidents of the use of excessive force and unwarranted violence and the abuse of his authority while discharging his duties as well as investigating his fitness in his employment as a Guttenberg Police Officer.
14. That the plaintiff did file and serve a timely Notice of Claim against the defendants herein within the statutory 90 day period on or about February 10, 2012.
15. That over six months has lapsed since the abovementioned Notice of Claim was served upon the defendants and there have been no attempts to settle, investigate or otherwise make offer to adjust this claim.

COUNT ONE

16. That each and every allegation heretofore had herein is repeated, realleged with the same force and effect as if set forth at length herein.
17. That the Township of Guttenberg does maintain a police force for the benefit of its residents and others including the plaintiff herein, known as the Guttenberg Police Department.
18. That the Township of Guttenberg has the duty to exercise oversight and employ safeguards to ensure that the residents of Guttenberg and/or others including plaintiff herein are not put in danger or peril as a result of the conduct of members of the Guttenberg Police Department.

19. That the Township of Guttenberg has the duty to promulgate rules and regulations for members of the Guttenberg Police Department in hiring, supervision and administrative oversight of the officers in the discharge of their duties.
20. That the Township of Guttenberg has the duty to ensure that the residents of Guttenberg and/or others such as the plaintiff herein are not placed in danger or peril as a result of the conduct of members of the Guttenberg Police Department.
21. That the Township of Guttenberg has the duty to promulgate internal administrative procedures for an independent and effective investigation of claims regarding the fitness of members of the Guttenberg Police Department, including without limitation, claims of repeated acts of excessive force by its members, and more specifically, the defendant Franco De Lucia.
22. That the Township of Guttenberg failed in the discharge of its duties abovementioned and that such failure constitutes negligence and /or gross negligence.
23. That as a direct and proximate result of the abovementioned negligence and/or gross negligence of the Township of Guttenberg, the plaintiff Evidio Espinosa was caused to suffer severe, serious and permanent personal injury, conscious pain and suffering and incurred diverse pecuniary loss and bills for hospital and medical treatment.

WHEREFORE plaintiff, EVIDIO ESPINOSA, demands judgment against the defendants, jointly and severally herein in a sum commensurate to compensate him for the severe, serious and permanent personal injury including for his medical bills sustained and anticipated for the future as a result thereof, and for his conscious pain and suffering and property damage together with reasonable attorneys fees, the costs of bringing this litigation and interest.

COUNT TWO

24. That the plaintiff repeats each and every allegation contained in paragraphs 1-23 with the same force as if set forth at length below.
25. That the Guttenberg Police Department does maintain a police force for the benefit of its residents and others such as plaintiff herein, known as the Guttenberg Police Department.
26. That the Guttenberg Police Department has the duty to exercise oversight and employ safeguards to ensure that the residents of Guttenberg and/or others such as plaintiff herein are not put in danger or peril as a result of the conduct of members of the Guttenberg Police Department.
27. That the Guttenberg Police Department has the duty to promulgate rules and regulations for members of the Guttenberg Police Department in hiring, supervision and administrative oversight of the officers in the discharge of their duties.
28. That the Guttenberg Police Department has the duty to ensure that the residents of Guttenberg and/or others including the plaintiff herein are not placed in danger or peril as a result of the conduct of members of the Guttenberg Police Department.
29. That the Guttenberg Police Department has the duty to promulgate internal administrative procedures for an independent and effective investigation of claims regarding the fitness of members of the Guttenberg Police Department, including without limitation claims of repeated acts of excessive force by its members, such as the defendant Franco De Lucia for which they had received actual notice of .
30. That the Guttenberg Police Department failed in the discharge of its duties abovementioned and that such failure constitutes negligence and /or gross negligence.
31. That as a direct and proximate result of the abovementioned negligence and/or gross negligence of the Guttenberg Police Department,, the plaintiff Evidio Espinosa was caused to

suffer severe, serious and permanent personal injury, conscious pain and suffering and incurred diverse pecuniary loss and bills for hospital and medical treatment.

WHEREFORE plaintiff, EVIDIO ESPINOSA, demands judgment against the defendants, jointly and severally herein in a sum commensurate to compensate him for the severe, serious and permanent personal injury including for his medical bills sustained and anticipated for the future as a result thereof, and for his conscious pain and suffering and property damage together with reasonable attorneys fees, the costs of bringing this litigation and interest.

COUNT THREE

32. That the plaintiff realleges each and every allegation contained in paragraphs 1-31 with the same force and effect as if set forth at length herein.
33. That the defendant Franco De Lucia did owe a duty to citizens including plaintiff herein to act in conformance with the standards of that of a reasonable Police Officer in the discharge of his duties as a member of the Guttenberg Police Department.
34. That the defendant Franco De Lucia had a duty to citizens including plaintiff herein to act in conformance with the rules and regulations that were promulgated for the discharge in his Police duties as an member of the Guttenberg Police Department.
35. That the defendant had received prior actual notice of claims of his use of excessive force.
36. That the defendant Franco De Lucia had a duty to refrain for the use of force in excess of that force necessary to avoid unwarranted injury to persons such as plaintiff herein.
37. That the defendant Franco De Lucia had a duty to the plaintiff herein to use only the requisite force necessary to effectuate his detainment and arrest.

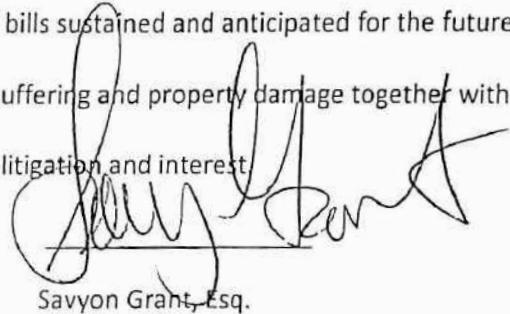
38. That the defendant Franco De Lucia did fail to act in conformance with the duties abovementioned.

39. That the defendant Franco De Lucia aforementioned failure to act in conformance with the above mentioned duties constituted negligence, gross negligence, careless, reckless and a willful and egregious disregard for the duty of care he was charged to conform to.

40. That as a direct and proximate result of the aforementioned acts of defendant Franco De Lucia, the plaintiff, Evidio Espinosa was caused to sustain severe, serious and permanent personal injury, conscious pain and suffering and caused to incur diverse pecuniary damages and hospital and medical and other bills.

WHEREFORE plaintiff, EVIDIO ESPINOSA, demands judgment against the defendants, jointly and severally herein in a sum commensurate to compensate him for the severe, serious and permanent personal injury including for his medical bills sustained and anticipated for the future as a result thereof, and for his conscious pain and suffering and property damage together with reasonable attorneys fees, the costs of bringing this litigation and interest.

Dated: September 25, 2012



Savyon Grant, Esq.

Attorney for Plaintiff

530 Sylvan Avenue

Englewood Cliffs, New Jersey 07632

201-646-9600

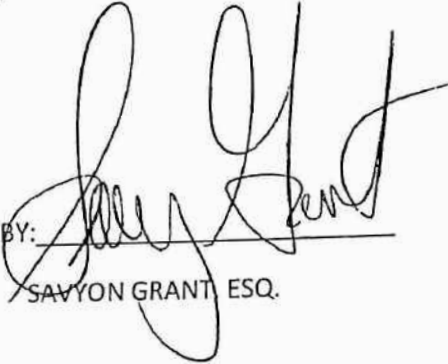
DEMAND FOR A JURY TRIAL (R. 1:8-1 (b))

Pursuant to Rule 4:35 Plaintiffs hereby makes a demand for a jury trial of all issues herein.

SAVYON GRANT, ESQ.

Attorney for Plaintiff

Dated: September 25, 2012

BY: 
SAVYON GRANT, ESQ.

DESIGNATION OF TRIAL COUNSEL (R.4:25-4)

PLEASE TAKE NOTICE, that Savyon Grant, Esq. is hereby designated as trial counsel on behalf of the law firm of SAVYON GRANT and ASSOCIATES, LLC, attorney for plaintiff.

SAVYON GRANT, ESQ.

Attorney for Plaintiff

Dated: September 25, 2012

BY: 
SAVYON GRANT, ESQ.

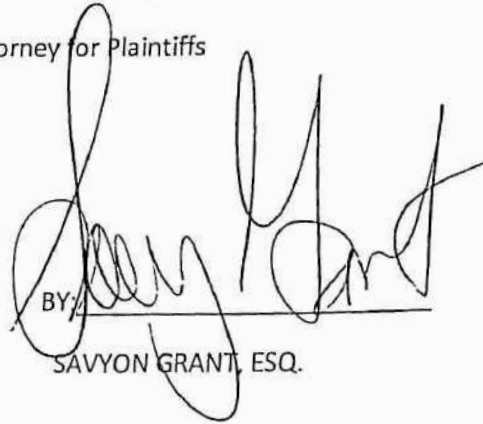
CERTIFICATION (R. 4:5-1)

The Plaintiff by his attorney Savyon Grant, Esq. hereby certifies that the matter in controversy is not the subject of any other action pending in any Court and is likewise not the subject of any pending arbitration proceeding. The Plaintiff further certifies that they have no knowledge of any contemplated action or arbitration proceeding which is contemplated regarding the subject matter of this action and that she is not aware of any other parties who should be joined in this action.

SAVYON GRANT, ESQ

Attorney for Plaintiffs

Dated: September 25, 2012


BY: _____
SAVYON GRANT, ESQ.

VERIFICATION

EVIDIO ESPINOSA, an adult over the age of 18 and a resident of Guttenberg, New Jersey, verifies the following under the penalty of perjury:

1. That I have read the foregoing Complaint and that all the allegations therein are true to my personal knowledge.
2. That as to those matters made upon information and belief I to the best of my ability believe those to be true.

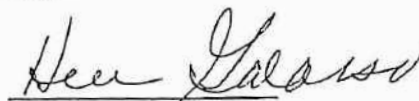
Dated: September , 2012



EVIDIO ESPINOSA

On this the day of September, 2012, Evidio Espinosa a person known to me came before me and executed this Verification under oath.

Dated: September , 2012



HELEN GALASSO

NOTARY PUBLIC

My Commission
Expires 06-03-2013



LOUIS A. ZAYAS, ESQ.
 LAW OFFICES OF LOUIS A. ZAYAS, L.L.C.
 8901 Kennedy Boulevard, Suite 5S
 North Bergen, NJ 07047
 (201) 977-2900
 Counsel for Plaintiff

KENNETH DEGRUSHE,	)	SUPERIOR COURT OF NEW JERSEY
	)	LAW DIVISION: HUDSON COUNTY
Plaintiff,	)	
	)	Docket No.:
vs.	)	
TOWN OF GUTTENBERG, TOWN	)	CIVIL ACTION
ADMINISTRATOR MICHAEL	)	
CALIGUIRO, MAYOR GERALD	)	COMPLAINT
DRASHEFF, DETECTIVE STEVEN DIAZ,	)	
TOWN ADMINISTRATOR COSMO	)	
CIRILLO, Individuals Defendants sued in	)	
their official and individual capacities;	)	
	)	
Defendants,	)	

Plaintiff Kenneth DeGrushe, by and through his attorney, LOUIS A. ZAYAS, ESQ., of the LAW OFFICES OF LOUIS A. ZAYAS, L.L.C., alleges the following:

INTRODUCTION

1. This is a civil action brought by the Plaintiff for damages under the New Jersey Civil Rights Act, ("NJCRA") § 10:6-(2), Law Against Discrimination, "NJLAD" §10:5-1et seq. and commonly law negligence.

PARTIES

2. Plaintiff, Kenneth DeGrushe, is a resident of the State of New Jersey, County of Hudson, who resides in Guttenberg, New Jersey.

3. Defendant, Town of Guttenberg is a municipality organized by virtue of New Jersey law, and pursuant to that law, is to be known and distinguished by the name "Guttenberg." Defendant Guttenberg is sued to effect the full declaratory, injunctive and

compensatory damages demanded by the Plaintiff.

4. Defendant Mike Caliguero, Town Administrator, (“Town Administrator Caliguero”) is sued in his official and individual capacities to affect the full compensatory and punitive damages demanded by the Plaintiff.

5. Defendant Gerald Drasheff, Mayor of Town of Guttenberg (“Mayor Drasheff”) is sued in his official and individual capacities to affect the full compensatory and punitive damages demanded by the Plaintiff.

6. Defendant Detective Steven Diaz (“Detective Diaz”) is sued in his official and individual capacities to affect the full compensatory and punitive damages demanded by the Plaintiff.

7. Defendant Commissioner Cosmo Cirillo (Town Administrator Cirillo) is sued in his official and individual capacities to affect the full compensatory and punitive damages demanded by the Plaintiff.

FACTS

8. On May 13, 2004, Guttenberg hired DeGrushe as a full-time member of of the Department of Public Works (“DPW”). Plaintiff’s work performance during his tenure with DPW was impressive given his rapid advancement.

9. Plaintiff performed his duties and responsibilities in a satisfactory manner. On September 1, 2010, Guttenberg promoted to the position of Assistant Foremen of the DPW.

10. Because his favorable work performance as Assistant Foreman, Guttenberg gave Plaintiff a salary increases on September 27, 2013.

11. On August 14, 2014, Guttenberg once again promoted Plaintiff to Superintendent of DPW based on his excellent work performance and integrity. During his employment with Guttenberg, Plaintiff was never the subject of any disciplinary action concerning dishonesty or fraudulent behavior.

12. On October 11, 2016, Plaintiff received a telephone call from Sergeant Jeff Lugo that they had arrested a DPW worker, Scott O'Connor, stealing parking meter coins on a day that coin collections were not scheduled.

13. Sergeant Lugo called Plaintiff who was working to report to the arrest scene to determine whether O'Connor had made an extra key or taken it from the DPW office. Upon receiving the call, Plaintiff immediately responded to the scene where met with Sergeant Lugo and Detective Diaz who were investigating the theft. Plaintiff confirmed that O'Connor had the correct key. Plaintiff left the crime scene and returned to work.

14. That same evening, Plaintiff received a telephone call from the police that they had some questions concerning the O'Connor incident. Plaintiff was misled into believing the subject was O'Connor not him.

15. When Plaintiff was transported to the Edgewater Police Department, it became apparent that the purpose of the interview was not only O'Connor but the interrogation of him.

16. After spending some time on providing information concerning O'Connor, Detective Diaz, who was leading the investigation, began to direct his attention to the Plaintiff's own personal involvement.

17. Detective Diaz now accused the Plaintiff that he was now the target of the

criminal investigation and falsely accused him of conspiring with the others to steal parking meters coins.

18. Under the State and Federal Constitutions, a suspect accused of a crime has the right to remain silent and not self-incriminated himself. Instead of invoking such a right, Plaintiff voluntarily cooperated with Detective Diaz's investigation because he had nothing to hide and wanted full accountability so that this act of mistrust never occurs again.

19. Detective Diaz continuously pressed Plaintiff to engage in providing a "false confession", a law enforcement technique employed by some law enforcement agencies to convince an innocent man to falsely admit to the crime. Throughout the interrogation, Detective Diaz used coercive techniques to compel Plaintiff to falsely admit his criminal role in stealing parking meter coins. However, Plaintiff explained to Detective Diaz that he had no knowledge of the parking meter thefts by his co-workers. Plaintiff reminded Detective Diaz that he had cooperated with the investigation and that Plaintiff had followed all protocols and policies concerning the parking meter coin collections.

20. During the interrogation, Detective Diaz wanted Plaintiff to strengthen his case against the other co-workers by falsely incriminating them with anything damaging. Plaintiff advised Detective Diaz that he had fully cooperated with the investigation and objected to providing false or misleading information to merely strengthen his criminal case against them. Detective Diaz became irate and angry at Plaintiff because of his unwillingness to falsely implicate others in order to help himself.

21. Angry that he refused to cooperate with his attempt to bolster his case

against the other DPW workers, and without probable cause to establish Plaintiff was personally involved in the existence of conspiracy to steal money from DPW, Detective Diaz nonetheless made the decision to arrest the Plaintiff and charged him with theft and conspiracy, a third-degree crime.

22. In presenting the criminal charges to the municipal court judge, Detective Diaz not only provided false and misleading information about Plaintiff's lack of enrollment but also withheld exculpatory evidence that would have negated probable cause, such as there was no competent evidence that the Plaintiff was involved in a conspiracy.

23. At all relevant times during Plaintiff's employment, Guttenberg did not have a written policy or practice requiring the termination of an employee who was merely arrested but not convicted of a crime. The practice or policy provides that an employee, even a new hire, is entitled to work even if he is under criminal investigation but not convicted.

24. Despite the lack of any probable cause to initiate criminal charges against the Plaintiff, on October 27, 2016, Town Administrator Caliguiro, an experienced law enforcement officer, and Mayor Drasheff, an experienced lawyer, participated in the decision-making process to fire Plaintiff doing that it was unlawful.

25. As a result of Caliguiro and Drasheff's recommendation, Guttenberg terminated Plaintiff without providing him a name-clearing due process hearing or opportunity to present his side of the story. In a rare departure of Guttenberg employment policy, Guttenberg failed to provide the Plaintiff with the required RICE hearing to provide him an opportunity to defend himself and save his job.

26. Guttenberg was apparently not interested in providing Plaintiff with a fair and impartial forum to protect his unblemished professional record and good reputation.

27. Guttenberg used the O'Connor theft investigation to get rid of Plaintiff for because of his age and retaliation for engaging in protected activities. During Plaintiff's employment, Guttenberg had fostered a culture of discrimination on the basis of age that corrupted the decision-making process numerous adverse employment actions in the police department because of their age. Consistent with it culture of ageism, Guttenberg fired the Plaintiff, who was sixty (60) years old at the time, was replaced by a substantially younger person.

28. Second, Guttenberg also foster culture of retaliation that punished those employees who complained of matters of public interest and wrongdoing in Guttenberg. When Plaintiff objected to the falsely incriminating another person of wrongdoing, Guttenberg retaliated against him by filing false criminal charges against him and using those criminal charges to unlawfully terminating him.

29. As a result of the baseless criminal charges, the Plaintiff's freedom and liberty were infringed. Plaintiff was arrested and incarcerated. Plaintiff's freedom of travel and liberty were therefore infringed as a direct result of his baseless criminal prosecution.

30. On May 15, 2017, the Hudson County Prosecutor's Office moved to dismiss the criminal charge against the Plaintiff on the ground that was "no sufficient evidence" to present to the Grand Jury.

31. When Plaintiff sought to return his work to Guttenberg to his position as Superintendent, Guttenberg refused. Plaintiff met with Town Administrator Cirillo and

labor counsel Mark Tabakin, Esq. During that meeting, the Plaintiff requested to return to his previous position as Superintendent. Instead of mitigating Plaintiff's injuries and economic damages, Tabakin advised Plaintiff that Guttenberg had hired someone to replace Plaintiff – an employee who it turned out was outside the protected class.

32. Tabakin knew that that Plaintiff's termination was wrongful and, at a minimum, Guttenberg should have reinstated Plaintiff along with backpay. Instead Tabakin's and Cirillo sought to cover-up Guttenberg's fraudulent and unconstitutional employment practice by misleading Plaintiff into believing that he did not have any legal recourse. Tabakin's so-called legal opinion to Cirillo in the presence of the Plaintiff was an obvious scheme to cover-up the underlying unconstitutional and discriminatory manner Plaintiff was terminated.

COUNT ONE

NJCRA. 10:6-(2) (False Arrest, Malicious Prosecution, and Abuse of Process) Guttenberg

33. All the allegations above are incorporated herein.

34. Defendant Guttenberg is a "person" for purposes of invoking the protections afforded under the NJCRA.

35. Guttenberg violated Plaintiff's civil rights to be free from false arrest, malicious prosecution, and abuse of process, exercise of free speech under the New Jersey Constitution.

36. The Defendant's actions in depriving Plaintiff of a name clearing hearing prior to his termination violated the federal constitution due process clause.

37. As a result of the foregoing, the Plaintiff's constitutional rights have been violated, causing Plaintiff to suffer great anxiety, humiliation, embarrassment, economic damages, and other related injuries in an amount to be determined by a jury.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. Compensatory Damages;
- b. Punitive Damages;
- c. Attorney's fees and costs of suit;
- d. Reinstatement to Superintendent position;
- d. Such other and further relief as the Court deems equitable and just.

COUNT TWO
NJCRA 10:6-(2)
(False Arrest)
Detective Diaz

38. All of the allegations in each of the foregoing paragraphs are incorporated by reference as if fully set forth herein.

39. Acting under color of law, Defendant Detective Diaz falsely arrested false and the Plaintiff without the existence of probable cause, causing his incarceration and deprivation of liberty.

40. As a result of the foregoing, the Plaintiff's constitutional rights have been violated under the New Jersey and Federal Constitutions causing Plaintiff to suffer great anxiety, humiliation, embarrassment, economic damages, and other related injuries, in an

amount to be determined by a jury.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. Compensatory Damages;
- b. Punitive Damages;
- c. Attorney's fees and costs of suit;
- d. Reinstatement to Superintendent position;
- e. Such other and further relief as the Court deems equitable and just.

COUNT THREE
NJCRA 10:6-(2)
(Malicious Prosecution)
Detective Diaz

41. All of the allegations in each of the foregoing paragraphs are incorporated by reference as if fully set forth herein.

42. Defendants Detective Diaz was acting under the color of the law when he subjected Plaintiff to the deprivation of his rights, privileges and immunities secured by the Constitution of the State of New Jersey. Plaintiff was deprived of his right to be free from unlawfully prosecuted without probable cause.

43. Detective Diaz filed false and misleading criminal charge without the existence of probable cause.

44. As a result of Detective Diaz false and misleading information before the hearing officer, criminal charges were initiated against the Plaintiff.

45. Because of lack of sufficient evidence, the Hudson Prosecutor's Office dismissed the criminal charge against the Plaintiff.

46. Detective Diaz' decision to file criminal charge against the Plaintiff was not for a legitimate law enforcement purpose.

47. As a direct and proximate cause of the aforementioned, Plaintiff was deprived of his civil liberties as alleged herein. All of these rights are secured by the New Jersey Constitution. As a result of the foregoing, Plaintiff has suffered and will continue to suffer emotional and psychological damages in an amount to be determined by a jury. Because of Defendant's willful and malicious conduct, Plaintiff seeks punitive damages in their individual capacity in an amount to be determined by a jury.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. Compensatory Damages;
- b. Punitive Damages;
- c. Attorney's fees and costs of suit;
- d. Reinstatement of Superintendent Position;
- e. Such other and further relief as the Court deems equitable and just.

COUNT THREE
NJCRA 10:6-(2)
(Abuse of Process)
Detective Diaz

40. All of the allegations in each of the foregoing paragraphs are incorporated by reference as if fully set forth herein.

42. Acting under color of law, Defendant Detective Diaz caused the initiation of a baseless criminal prosecution without probable cause and withholding exculpatory

evidence from the prosecutor's office, thereby causing unnecessary delay in the dismissal of his criminal case.

43. As a direct and proximate result of Defendant's actions, Plaintiff has suffered and will continue to suffer economic, emotional and psychological damages in an amount to be determined by a jury. Because of Defendant's willful and malicious conduct, Plaintiff seeks punitive damages in Defendant's individual capacity in an amount to be determined by a jury.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. Compensatory Damages;
- b. Punitive Damages;
- c. Attorney's fees and costs of suit;
- d. Such other and further relief as the Court deems equitable and just.

COUNT FIVE

N.J.S.A. § 10:5-1 et seq.

Wrongful Termination Based on Age
Guttenberg

44. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

45. Plaintiff was sixty (60) years old when he was terminated, thus he is a member of the protected class based on age.

46. During the time of his employment, the Plaintiff performed his duties and responsibilities in a satisfactory.

47. Plaintiff was terminated because of his age.

48. Defendants replaced Plaintiff with someone outside the protected class.

49. Defendants' reported reasons for Plaintiff's termination and subsequent failure to return him to his position once the prosecutor's office dismissed the criminal charge against the Plaintiff were pretextual to cover-up their discriminatory intent.

50. As a direct and proximate result of Defendant's actions, Plaintiff has suffered and will continue to suffer economic, emotional and psychological damages in an amount to be determined by a jury. Because of Defendant's willful and malicious conduct, Plaintiff seeks punitive damages in Defendant's individual capacity in an amount to be determined by a jury.

WHEREFORE, Plaintiff demands judgment against the Defendant for the following relief:

- a. Compensatory Damages;
- b. Punitive Damages;
- c. Attorney's fees and costs of suit;
- d. Reinstatement of Foremen Position
- e. Such other and further relief as the Court deems equitable and just.

COUNT SIX
N.J.S.A. § 10:5-1 et seq.
(Aiding and Abetting)
Caliguiro, Drasheff, and Cirillo

51. Plaintiff repeats and re-alleges the allegations set forth above as if fully set forth herein.

52. As alleged above, Defendants Caliguiro and Drasheff aided and abetted in the scheme to terminate Plaintiff's employment on the basis of age as alleged here.

53. As a result of the individual Defendants' unlawful actions, which violate the NJLAD, Plaintiff has suffered and continues to suffer damages, including, but not limited to, suffer substantial losses in earnings, job experience, other employee benefits that would have been received absent Defendants' unlawful conduct, humiliation, emotional distress, mental pain and anguish.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and severally, according the following relief:

- a. Compensatory Damages;
- b. Punitive Damages,
- c. Attorneys' fees;
- d. Reinstatement; and
- e. Such other and further relief as the Court deems equitable and just.

COUNT SEVEN
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS
ALL DEFENDANTS

54. Plaintiff repeats and re-alleges the allegations set forth above as if fully set forth herein.

55. Defendant acted negligently in causing his termination on the basis of his age.

56. The Defendant's actions taken against the Plaintiff were extreme and outrageous.

57. Plaintiff has suffered severe emotional distress as a result of Defendants'

conduct.

58. Defendants' actions have caused Plaintiff to suffer economic, emotional, and psychological damages in an amount to be determined by a jury.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. Compensatory damages;
- b. Punitive damages;
- c. Such other and further relief that the Court deems equitable and just.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. Compensatory Damages;
- b. Punitive Damages;
- c. Attorney's fees and costs of suit;
- d. Reinstatement to Superintendent Position
- e. Such other and further relief as the Court deems equitable and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial as to all issues so triable.

Dated: 8/21/18

/s/LOUIS A. ZAYAS

LOUIS A. ZAYAS, ESQ.

DESIGNATION OF TRIAL COUNSEL

LOUIS A. ZAYAS, ESQ., is designated as trial counsel in this matter.

Dated: 8/21/18

/s/LOUIS A. ZAYAS

LOUIS A. ZAYAS, ESQ.

DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

Pursuant to R. 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment. If so, please attach a copy of each, or alternative state, under oath and certification: (a) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all persons insured thereunder; (e) personal injury limits; (f) property damages limits; and (g) medical payment limits.

Dated: 8/21/18

/s/LOUIS A. ZAYAS

LOUIS A. ZAYAS, ESQ.

CERTIFICATION PURSUANT TO R. 4:5-1

I certify that the matters in controversy in this action are not subject of any other action

pending in any other court or of a pending arbitration proceeding, and that no other action or arbitration proceeding is contemplated.

Dated: 8/21/18

/s/LOUIS A. ZAYAS

LOUIS A. ZAYAS, ESQ.

LINDABURY, McCORMICK, ESTABROOK & COOPER, P.C.

Attorneys at Law

53 Cardinal Drive

P.O. Box 2369

Westfield, New Jersey 07091

(908) 233-6800

Attorneys for Plaintiff, P.B.A. Local 88

Eric B. Levine, Esq. NJ Attorney ID#013541995

FILED

CUSTOMER SERVICE TEAM

MAY 02 2017SUPERIOR COURT OF NEW JERSEY
COUNTY OF HUDSON
CIVIL DIVISION #4

P.B.A. LOCAL 88,

Plaintiff,

vs.

TOWN OF GUTTENBERG and
GUTTENBERG POLICE DEPARTMENT,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
HUDSON COUNTY

DOCKET NO. : L-1763-17

Civil Action

VERIFIED COMPLAINT
(Summary Action)

Plaintiff, P.B.A. Local 88 ("Local 88"), by and through its counsel, Lindabury, McCormick, Estabrook & Cooper, P.C. (Eric B. Levine, Esq., appearing), complaining of Defendants, Town of Guttenberg and Guttenberg Police Department (individually the "Town" or "Department" and, collectively, the "Defendants"), hereby alleges and says:

COUNT ONE

1. The PBA is the collective bargaining agent for all patrolmen and ranking officers in the police department employed by the Town and is charged with representing the officers in collective bargaining, enforcement of the collective bargaining agreement that governs the terms and conditions of the officers' employment with the Town, and other labor disputes that affect the officers.

2. There are currently twenty-two regular police officers employed by Defendants.

3. On or about March 31, 2017, pursuant to Order #17-24, three individuals were hired by the Defendants as Class Two special law enforcement officers.

4. Pursuant to N.J.S.A. § 40A:14-146.17, in communities other than resort municipalities, the number of Class Two special law enforcement officers shall not exceed 25% of the total number of regular police officers.

5. As a result of the implementation of Order #17-25, the Town is currently employing seven (7) Class Two special law enforcement officers, in direct violation of N.J.S.A. § 40A:14-146.17.

WHEREFORE, the plaintiff, Guttenberg P.B.A. Local 88, demands judgment against the Defendants, as follows:

- (A) for the entry of an Order requiring Defendants to reduce the number of Class Two special law enforcement officers to a total of five;
- (B) for the costs of suit and filing this complaint; and
- (C) for such additional costs as the Court may deem proper.

LINDABURY, McCORMICK, ESTABROOK & COOPER
Attorneys for Plaintiff, Guttenberg P.B.A. Local 88

By: _____

Eric B. Levine, Esq.

Dated: April 28, 2017

DESIGNATION OF TRIAL COUNSEL

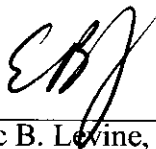
Eric B. Levine, Esq., is hereby designated as trial counsel pursuant to R. 4:25-4.

CERTIFICATION OF COUNSEL

Pursuant to Court Rule 4:5-1, the undersigned counsel certifies that to the best of his knowledge, the matter in controversy is not the subject of any other action pending in any court, administrative or arbitration proceeding, nor is any other such action contemplated, nor is the undersigned counsel aware of any other parties who should be joined in the action.

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

LINDABURY McCORMICK, ESTABROOK & COOPER
Attorneys for Plaintiff,
P.B.A. Local 88

By: _____
Eric B. Levine, Esq.

Dated: April 28, 2017

STATE OF NEW JERSEY

:

:

SS:

:

COUNTY OF HUDSON

I, Patrick Giannini, of full age, do hereby verify the following:

1. I am the President of P.B.A. Local 88 and I have personal knowledge of the facts set forth herein.
2. The foregoing allegations of the Verified Complaint are true to the best of my knowledge, information and belief.
3. I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


PATRICK GIANNINI

Dated: April 25, 2017

PROOF OF SERVICE

I, the undersigned, hereby certify that, on this date, an original and two (2) copies of a Verified Complaint, Case Information Statement, Certification of Eric B. Levine, Esq., Order to Show Cause and Final Judgment were forwarded to the Clerk of the Superior Court, Hudson County, Administration Building, 595 Newark Avenue, Jersey City, New Jersey, 07306 by Federal Express.

I further certify that copies of the above documents were forwarded on this date to Mark Tabakin, Esq. c/o the Weiner Law Group, 629 Parsippany Road, Parsippany, NJ 07054.

LINDABURY McCORMICK, ESTABROOK & COOPER
Attorneys for Plaintiff,
P.B.A. Local 88

By: _____

Eric B. Levine, Esq.

Dated: April 28, 2017

LINDABURY, McCORMICK, ESTABROOK & COOPER, P.C.

Attorneys at Law

53 Cardinal Drive

P.O. Box 2369

Westfield, New Jersey 07091

(908) 233-6800

Attorneys for Plaintiff, P.B.A. Local 88

Eric B. Levine, Esq. NJ Attorney ID#013541995

P.B.A. LOCAL 88,

Plaintiff,

vs.

TOWN OF GUTTENBERG and
GUTTENBERG POLICE DEPARTMENT,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
HUDSON COUNTY

DOCKET NO. :

Civil Action

**CERTIFICATION OF FACSIMILE
SIGNATURE**

I, ERIC B. LEVINE, of full age, hereby certify and say as follows:

1. I am an attorney admitted to practice law in the State of New Jersey and shareholder of the firm of Lindabury, McCormick, Estabrook & Cooper, P.C., attorneys for Plaintiff, Guttenberg P.B.A. Local 88.

2. I make this Certification pursuant to R. 1:4-4(c), "Facsimile Signature."

3. I hereby certify the genuineness of the signature of Patrick Giannini contained in the facsimile copy of his Certification.

4. The original thereof with the original signature affixed will be filed with the Court, if requested by the Court or a party.

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

Dated: April 28, 2017

By: 

Eric B. Levine

LINDABURY, McCORMICK, ESTABROOK & COOPER, P.C.

Attorneys at Law

53 Cardinal Drive

P.O. Box 2369

Westfield, New Jersey 07091

(908) 233-6800

Attorneys for Plaintiff, Guttenberg P.B.A. Local 88

Eric B. Levine, Esq. NJ Attorney ID#013541995

GUTTENBERG P.B.A. LOCAL 88,

Plaintiff,

vs.

TOWN OF GUTTENBERG and
GUTTENBERG POLICE DEPARTMENT,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
HUDSON COUNTY

DOCKET NO. :

Civil Action

**CERTIFICATION OF PATRICK
GIANNINI**

I, PATRICK GIANNINI, of full age, hereby certify and say as follows:

1. I am the President of Guttenberg P.B.A. Local 88 and I have personal knowledge of the facts set forth herein.

2. Attached hereto as Exhibit A is a true and correct copy of a photograph that accurately reflects the names of each of the twenty-two regular police officers that are currently employed by Defendants.

3. Attached hereto as Exhibit B is a true and correct copy of Order #17-24, pursuant to which three individuals were hired by the Defendants as Class Two special law enforcement officers.

4. There are currently a total of seven (7) Class Two special law enforcement officers employed by Defendants. The names of the veteran Class Two special law enforcement officers are Wilson Acevedo, Jesus Garcia, and John Stapleton. The names of the Class Two special law

enforcement officers that have been recently sworn in are Erick Regojo, Emilio Barosso, Aleksander Ramadanovic, and Brian Polacik.

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

Dated: April 25, 2017

By: _____



Patrick Giannini

LT HUGHES

LT BARRERA

SGT LUGO

B
SGT MARTINEZ
PO MELLIFIORE
INV SORTO
PO COLLINS

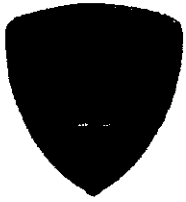
A
SGT DEPEW
PO ANDERSEN
INV RYSIEC
INV DIAZ

C
SGT RAMIREZ
PO SINGLETARY
PO GIANNINI
INV PELAEZ

E
SGT HOSIE
PO FAY
PO SMITH

D
SGT HERNANDEZ
INV KESELICA
PO ECKENRODE
PO PELAEZ

PERSON

**201-868-3300****Police Department****Town of Guttenberg
County of Hudson
6808 Park Avenue
Guttenberg, NJ 07093-1820****Fax: 201-295-1147****Order #17-24**

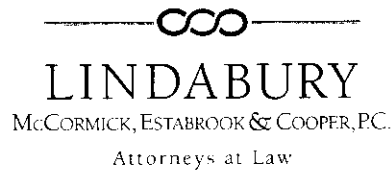
**To: All Police Personnel
From: LT Juan Barrera
Date: 3/31/2017
Subject: Appointment of Class 2 Special Police Officers/ Police Secretary**

Be advised Officers Brian Polacik, Emilio Barroso and Aleksander Ramadanovic have been appointed Class 2 Special Police officers for the Town of Guttenberg. All three officers may no longer work as Class 1's and will not be authorized to work until they complete the Class 2 Police Academy.

Ms Criscia Molina also has be appointed as the new police secretary for the Guttenberg Police Department.

By order of.

**Lieutenant Juan Barrera
Commander of Operations**



Eric B. Levine, Esq.
elevine@lindabury.com

May 1, 2017

Via Lawyer's Service

Clerk of the Superior Court
Law Division, Hudson County
Hudson County Courthouse
583 Newark Avenue
Jersey City, New Jersey 07306

**Re: P.B.A. Local No. 88 v. Town of Guttenberg and Guttenberg Police Department
Order to Show Cause**

Dear Sir/Madame:

This office represents the Plaintiff, P.B.A. Local No. 88 (hereinafter the "PBA"), in the above-captioned matter. Please accept this letter brief in lieu of a more formal brief in support of the PBA's Verified Complaint and Order to Show Cause to proceed in a summary manner pursuant to R. 4:67-1(b), and for the entry of an Order requiring the Defendants, Town of Guttenberg and Guttenberg Police Department to reduce the number of Class Two special law enforcement officers to a total of five, pursuant to N.J.S.A. § 40A:14-146.17.

STATEMENT OF FACTS

The PBA is the sole and exclusive bargaining representative for all patrolmen and ranking officers employed by the Town of Guttenberg and Guttenberg Police Department. There are currently twenty-two regular police officers employed by Defendants. (Giannini Cert., ¶2). On or about March 31, 2017, pursuant to Order #17-24, three individuals were hired by the Defendants as Class Two special law enforcement officers. (Giannini Cert., ¶3). As a result of Order #17-24, there are currently a total of seven Class Two special law enforcement officers employed by Defendants. (Giannini Cert., ¶4). Plaintiff relies upon the supporting Certification



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53 CARDINAL DRIVE | P.O. BOX 2369 | WESTFIELD, NJ 07091-2369 | (908) 233-6800 | FAX (908) 233-5078
SUMMIT, NJ | RED BANK, NJ | NEW YORK, NY | PHILADELPHIA, PA

of P.B.A. Patrick Giannini for its Statement of Facts. Order #17-24 and the roster of officers are attached to the Certification.

LEGAL ARGUMENT

PLAINTIFF HAS ESTABLISHED THAT IT IS ENTITLED TO PURSUE A SUMMARY ACTION AND IS ENTITLED TO RELIEF

Plaintiff requests leave to proceed summarily as the issues in this case are straightforward, ripe for review, and no discovery is required. R. 4:67-1 provides in pertinent part that it “is applicable (a) to all actions in which the court is permitted by rule or by statute to proceed in a summary manner ... and (b) to all other actions in the Superior Court other than matrimonial actions and actions in which unliquidated monetary damages are sought, provided it appears to the court ... that it is likely that the matter may be completely disposed of in a summary manner.” Plaintiff respectfully submits that this action is one that can and should proceed in a summary manner under R. 4:67-1(b) and that this action may be completely disposed of based upon the Verified Complaint and the Exhibits hereto.

The summary proceeding is designed to “accomplish the salutary purpose of swiftly and effectively disposing of matters which lend themselves to summary treatment while at the same time giving the defendant an opportunity to be heard at the time plaintiff makes his application on the question or whether or not summary disposition is appropriate.” Grabowsky v. Twp. of Montclair, 221 N.J. 536, 540 (2015); See Pressler, Current N.J. Court Rules, Comment [1]. Further, R. 4:67-5 provides that, “[t]he court shall try the action on the return day, or on such short day as it fixes. If no objection is made by any party, or the defendants have defaulted on the action, or the affidavits show palpably that there is no genuine issue as to any material fact, the court may try the action on the pleadings and affidavits, and render final judgment thereon.” Significantly, New Jersey courts have supported the usefulness of summary proceedings in a

variety of situations. See Hannigan v. Twp. of Old Bridge, 288 N.J. Super 313, 321 (App. Div.), cert. den., 144 N.J. 588 (1996) (holding that summary actions are appropriate when a party breaches an executory settlement agreement); and Heffner v. Jacobson, 100 N.J. 550, 555 (1985) (noting that summary actions are permitted for confirmation of arbitration awards).

A summary proceeding is appropriate in the present matter, because it solely involves the violation of a statute, where the facts are entirely straightforward. The question presented in this matter is simply whether the Defendants should be permitted to hire Class Two special law enforcement officers in excess the maximum set by N.J.S.A. § 40A:14-146.17. The statute expressly states that “[i]n communities other than resort municipalities, the number of Class Two special law enforcement officers shall not exceed twenty-five (25%) percent of the total number of regular police officers.” Defendants, pursuant to Order #17-24, have hired seven (7) Class Two special law enforcement officers. There are currently twenty-two (22) regular police officers employed by Defendants; therefore, the total possible number of Class Two special law enforcement officers is limited to five (5). Even if the factual background of this matter were not as simple and clear as it is, Defendants are not entitled to any favorable inferences as to findings of fact, as would be afforded a respondent to a summary judgment motion, for purposes of defeating the motion. Grabowsky v. Twp. of Montclair, 221 N.J. 536, 540 (2015).

As the Verified Complaint and Certification of Patrick Giannini, make clear, the facts and issues in this case are simple and clearly demonstrate that the PBA is entitled to relief. It is beyond dispute that the number of Special Law Enforcement Officers employed by the Town of Guttenberg violates N.J.S.A. § 40A:14-146.17 and cannot be allowed to continue.

For the foregoing reasons, Plaintiff respectfully requests that the Motion for Leave to Proceed in a Summary Manner be granted, and that the relief sought in the Verified Complaint be afforded.

Respectfully submitted,

LINDABURY, McCORMICK, ESTABROOK & COOPER, P.C.

A handwritten signature in black ink, appearing to read 'EBL', is written over the printed name of Eric B. Levine.

Eric B. Levine, Esq.

cc: P.B.A. Local No. 88
Town of Guttenberg & Guttenberg Police Department
Mark Tabakin, Esq.

—∞—
LINDABURY
 McCORMICK, ESTABROOK & COOPER, P.C.
 Attorneys at Law

FILED
 CUSTOMER SERVICE TEAM

May 1, 2017

Via Federal Express

Clerk, Superior Court of New Jersey
 Hudson County Courthouse, Law Division
 Administration Building
 595 Newark Avenue
 Jersey City, NJ 07306

MAY 02 2017

SUPERIOR COURT OF NEW JERSEY
 COUNTY OF HUDSON
 CIVIL DIVISION #4

**Re: P.B.A. Local No. 88 v. Town of Guttenberg
 and Guttenberg Police Department**

Dear Sir/Madam:

L-1763-17

Please be advised that we represent the Plaintiff, P.B.A. Local No. 88, in regard to the above referenced matter. Enclosed herewith for filing, please find an original and two copies of the following documents:

Verified Complaint (Summary Action);
 Certification of Patrick Giannini;
 Letter Brief;
 Proposed Order to Show Cause;
 Certification of Facsimile Signature;
 Case Information Statement; and
 Proposed Order.

RECEIVED
 CUSTOMER SERVICE TEAM

MAY 02 2017

SUPERIOR COURT OF NEW JERSEY
 COUNTY OF HUDSON
 CIVIL DIVISION #5

Kindly file these pleadings and return a copy stamped "filed" to my office in the enclosed envelope. Should there be any cost associated with this filing, kindly charge same to my firm's account, #0060666.

Thank you for your anticipated courtesy and cooperation.

Very truly yours,

LINDABURY, McCORMICK, ESTABROOK & COOPER, P.C.


 Eric B. Levine

Enclosures

cc: P.B.A. Local No. 88 (w/encls.)
 Mark Tabakin, Esq. (w/encls.)



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