

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement, dated February 20, 2018 is given

BY the Releasor, **ARSENIO TORRES** (the "RELEASOR").

TO the Releasees, **BOROUGH OF BARRINGTON, BOROUGH OF BARRINGTON POLICE DEPARTMENT, FORMER CHIEF OF POLICE DAVE ROBERTS, SERGEANT MICHAEL MINARDI, and PATROLMAN PATRICK D'ASCENZO, AND ALL INSUREDS, AGENTS, REPRESENTATIVES, ATTORNEYS AND EMPLOYEES OF THE BOROUGH OF BARRINGTON and BOROUGH OF BARRINGTON POLICE DEPARTMENT** (the "RELEASEES").

1. **Release.** Releasor gives up any and all claims and rights which Releasor may have against Releasees. Releasee releases and gives up all claims, including those of which Releasee is not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. Releasor, specifically but not by way of limitation, releases the following claims: any and all claims including all claims for counsel fees and costs, arising from an incident which occurred on October 1, 2014 when Releasor interacted with Officers from the Borough of Barrington Police Department (the "occurrence"). This Release also pertains to all claims by the Releasor against all named Releasees which claims were filed in a lawsuit entitled Arsenio Torres v. Borough of Barrington, et als, filed in the United States District Court for the District of New Jersey, Camden Vicinage, under Civil Action No. 1:16-cv-6134NLH, which claims are set forth specifically but not by way of limitation, in the lawsuit captioned above.

It is understood that Releasees, by agreeing to this compromise and settlement in no way admit liability of any kind to Releasor. Releasor understands that Releasees have not agreed or promised to do or omit to do any act or thing not contained in this Agreement.

Releasor further represents that Releasor shall take no further action against Releasees regarding the alleged injuries and damages of Releasor as a result of the occurrence, and shall dismiss with prejudice any actions filed on behalf of Releasor and promise not to file any other lawsuit, administrative charge, or any other claim relating to alleged injuries and damages as a result of the occurrence and Releasor agrees that any such lawsuit, charge or claim, if filed, shall be dismissed immediately with prejudice.

Releasor fully and completely releases the Releasees from any and all claims of any kind whether contractual, common law or statutory, including but not limited to all claims which were asserted or could have been asserted on any basis pursuant to the Fourth Amendment, the Fourteenth Amendment as enforced by 42 U.S.C. Section 1983 and any and all claims pursuant to 42 U.S.C. Section 1988 and 28 U.S.C. Sections 1331, 1332, 1367 and 1343 as well as all claims made or which could have been made pursuant to New Jersey Statutes Annotated or any other state statutes which have been or could have been asserted by Releasor or on Releasor's behalf in any form arising out of or connected with the occurrence.

Releasor represents and acknowledges that in executing this Agreement, Releasor does not rely and

Releasor represents and acknowledges that in executing this Agreement, Releasor does not rely and has not relied upon any representation or statement not set forth herein made by the Releasees or their attorneys with regard to the subject matter, basis or effect of this Agreement or otherwise.

2. **Payment.** Releasor has been paid a total of \$40,000.00 inclusive of counsel fees and costs, in full payment for making this Release.

Releasor agrees and understands that Releasor fully assumes all tax obligations, if any, on the settlement proceeds and that Releasor is exclusively liable for the payment of all Federal, State and local taxes, including all estate and inheritance taxes, both Federal and State that may be determined to be due as a result of any consideration or payment received by Releasor, pursuant to this Release and Settlement Agreement. The Releasor further agrees that upon execution of this agreement and receipt of the settlement proceeds by Releasor, Releasor forthwith shall cause to be executed and filed a stipulation dismissing this litigation and all claims set forth therein with prejudice.

3. **Who is Bound.** Releasor is bound by this Release and Settlement Agreement. Anyone who succeeds to Releasor's rights and responsibilities, such as Releasor's and/or heirs or administrators of Releasor's, are also bound. This Release and Settlement Agreement is made for Releasees' benefit and all who succeed to their rights and responsibilities, such as their heirs or successors in interest, and all of their past and present members, subsidiaries and affiliated corporations, companies, divisions and entities and their past and present partners, shareholders, directors, officers, managers, supervisors, administrators, solicitors, employees, agents and insurers.

This Agreement sets forth the entire agreement between and among the parties with respect to the subject matter hereof and fully supersedes any and all prior agreements or understandings between them pursuant to such subject matter.

4. **In the Event of Breach** In the event that Releasor breaches this Agreement, or otherwise seek to bring a claim that is waived and released herein, Releasor must return to the Releasees, and the Releasees will be entitled to recover, without releasing any of their rights hereunder, the payments and/or other benefits (with the exclusion of Releasor's counsel fees and litigation expenses) paid by the Releasees or on behalf of the Releasees under this Agreement and Releasees shall maintain their right to obtain all other relief provided by law or equity in addition to the Releasees' attorneys' fees and costs.

5. **Partial Invalidity** If any section of this Agreement should be held invalid by operation of law or by a tribunal of competent jurisdiction, or if compliance with or enforcement of any section is restrained by such tribunal, the application of any and all other sections, other than those which have been held invalid, shall not be affected.

6. **Miscellaneous:** All executed copies of this agreement, and photocopies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.

7. **Entire Agreement/Amendments:** This is the complete and final agreement between the parties and supercedes all prior or contemporaneous agreements, offers, demands, negotiations, representations, discussions or communications, whether oral or written, with respect to any subject

matter of this agreement. No representation, warranties or promises have been made by or to any party to this agreement with respect to the subject matter to the agreement other than as expressly set forth herein. In deciding whether to enter this agreement, Releasor is not relying on any promises, statements or representations by Releasees or their representatives other than those that are expressly set forth herein. This agreement shall not be modified or amended except by further written agreement signed by the parties.

This Release shall be construed as having been entered into and made in the State of New Jersey and shall be governed by and construed in accordance with the laws of the State of New Jersey.

8. **Liens:** In further consideration of the above described payment and consideration, Releasor releases, forever discharges, and agrees to defend and indemnify and save harmless the Releasees from all (a) indemnity, contribution or subrogation claims of any persons, firms, providers or corporations which may be brought arising from the occurrence, (b) for payment of any liens or rights of reimbursement that may have arisen as a result of the occurrence, related in any way to the occurrence, by any insurers, health plans, Medicare, Medicaid, hospitals, attorneys, employers and any and all third-party payers not expressly mentioned in this Release, including but not limited to, Medicare, Medicaid or any ERISA self-funded plan, hospital or any other medical or rehabilitation facility, lost wage payments, attorneys fees or child support payments. Releasor shall satisfy any such liens or rights of reimbursement, including, but not limited to, any Medicaid or Medicare liens, liens from any ERISA self-funded plan, Social Security, Disability liens, or any other lien, directly from the proceeds recovered in the settlement with Releasees.

Releasees, their attorneys, and insurers have no obligation to satisfy any lien. Releasor agrees to indemnify and hold harmless Releasees, their insurers and attorneys against any claims made in relation to these liens and provide/reimburse them with a defense in the event claims are asserted and must be defended.

9. **Non-Admission of Liability** The parties further agree that the settlement of this matter is not an admission of liability.

Signature. RELEASOR BY SIGNING THIS AGREEMENT, UNDERSTANDS AND INTENDS THAT RELEASOR HAS WAIVED ALL CLAIMS AGAINST THE RELEASEES, THEIR OFFICERS AND OTHER AGENTS, EMPLOYEES, INSURERS AND ATTORNEYS INCLUDING ALL CLAIMS FOR BENEFITS AND PAYMENT OF ATTORNEYS' FEES AND COSTS, AND CERTIFIES THAT RELEASOR ENTERS INTO THIS AGREEMENT KNOWINGLY, VOLUNTARILY AND AFTER HAVING CONSULTED WITH AND HAVING THE OPPORTUNITY TO CONSULT WITH RELEASOR'S ATTORNEYS AND REVIEW THIS DOCUMENT IN ITS ENTIRETY.

SIGNATURES AFFIXED HERETO

Witnessed or Attested by:

x *Arsenio Torres*
ARSENIO TORRES

_____(SEAL)

STATE OF NEW JERSEY :

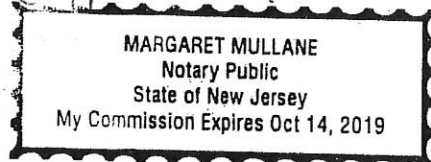
SS:

COUNTY OF Camden :

I CERTIFY that on February 20, 2018, ARSENIO TORRES, personally came before me and acknowledged under oath, to my satisfaction, that each person:

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his act and deed.

Margaret Mullane



Prepared by:

TIMOTHY R. BIEG, ESQUIRE
Attorney for Defendants

 Charles Jones
Established 1911

* * * CHILD SUPPORT JUDGMENT SEARCH * * *
NEW JERSEY SUPERIOR COURT

858-1115-85

RE: ARSENIO TORRES

CERTIFIED TO:

RANDY P CATALANO
251 S WHITE HORSE PIKE STE 100
Audubon NJ 08106

SIGNATURE INFORMATION SOLUTIONS LLC HEREBY CERTIFIES THAT IT HAS SEARCHED THE INDEX OF THE CIVIL JUDGMENT AND ORDER DOCKET OF THE SUPERIOR COURT OF NEW JERSEY AND DOES NOT FIND REMAINING UNSATISFIED OF RECORD THEREIN A JUDGMENT FOR CHILD SUPPORT PURSUANT TO N.J.S.A. 2A:17-56.23(B) EXCEPT AS SET FORTH BELOW AGAINST:

ARSENIO TORRES

SSN: XXX-XX-9268

*** With Judgments ***

FROM

TO

09-01-1992 01-26-2018

(SEE ATTACHED 1 PAGE)

DATED 01-26-2018
TIME 08:45 AM

FEES: \$ 10.00
TAX: \$ 0.00
TOTAL:\$ 10.00

CJ18-030-03345 030 0799030 01

CHARLES JONES SEARCH
PROVIDED BY
SIGNATURE INFORMATION SOLUTIONS
P.O. BOX 8488
TRENTON, NJ 08650

CJ18-030-03345
858-1115-85

RE: ARSENIO TORRES

1

SUPERIOR COURT OF NEW JERSEY

JUDGMENT: J-083960-2013

CASE NUMBER: CS 832436 51B

DATE ENTERED: 05/02/13

DATE OF BIRTH: 09/28/67

ACTION: CHILD SUPPORT

VENUE: ATLANTIC

CREDITOR(S):

LUZ E RODRIGUEZ ,ORIGINAL DOCKET - FD-01-001084-13

ATTY FOR CR.: PRO SE

DEBTOR(S):

ARSENIO TORRES ,PRO SE

923B CASPIAN AVE

ATLANTIC CITY, NJ 08401-2503

The debt amount varies from date to date. If you wish to know
the current details, please contact: 1-877-NJ-KIDS1 (1-877-655-4371)
or www.njchildsupport.org

*** End of Abstract ***

ARSENIO TORRES
D/BIRTH 4/6/89

Charles Jones
Embraced 1712

MADDEN & MADDEN
A Professional Corporation
108 Kings Highway East - Suite 200
P.O. Box 210
Haddonfield, New Jersey 08033
(856)428-9520

Attorneys for Borough of Barrington and Police Chief David Roberts

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

ARSENIO TORRES

Plaintiff(s)

vs.

BOROUGH OF BARRINGTON,
BOROUGH OF BARRINGTON
CHIEF OF POLICE DAVID
ROBERTS, SERGEANT
MICHAEL MINARDI,
PATROLMAN PATRICK
D'ASCENZO, JOHN DOES 1-25
(fictitious names) and JOHN
DOEES 26-50 (fictitious names)
jointly, severally and/or in the
alternative

Defendant(s)

CIVIL ACTION NO:
1:16-CV-06134 NLH

**STIPULATION OF DISMISSAL WITH
PREJUDICE**

The matter in difference in the above entitled action having been amicably adjusted by and between the parties, it is hereby stipulated and agreed that the same be and it is hereby dismissed with prejudice and without costs against either party.

MADDEN & MADDEN, P.A.

TIMOTHY R. BIEG, ESQUIRE

DATED: February 14, 2018

PARKER McCAY

LINDA GALELLA, ESQUIRE

DATED:

g.. TIM.CJIF.TORRES.Stip of Dismissal 2/5/2018 10:09 AM


RANDY CATALANO, ESQUIRE

DATED: