

Michael Dammann, Lt. Robert Wargocki, Borough of Carteret, the Carteret Police Department and/or John Does 20-30 intentionally, knowingly, recklessly and/or with deliberate indifference failed to train, instruct, supervise, control, and discipline, on a continuing basis defendant Office Joseph Reiman and/or John Does 1-20 in their duties to refrain from: (1) unlawfully and maliciously assaulting, arresting and harassing citizens; (2) intentionally, recklessly and/or negligently misrepresenting the facts of arrests and/or other police-citizen encounters; (3) falsifying police and/or other official records; (4) withholding and/or mishandling evidence; (5) making false arrests, and/or (6) using unreasonable and excessive force.

31. Defendants Mayor Daniel Reiman, Law Director Robert Bergen, Civilian Police Commissioner Susan Naples, Chief John Pieczski, Deputy Chief Dennis McFadden, Lt. Michael Dammann, Lt. Robert Wargocki, Borough of Carteret and the Carteret Police Department and/or John Does 20-30 were aware of numerous similar police citizen encounters involving defendant Officer Joseph Reimann and/or John Does 1-20 whereby they customarily and frequently subjected citizens held in custody to physical and mental abuse; unlawfully and maliciously assaulted, arrested and harassed citizens; intentionally, recklessly and/or negligently misrepresented the facts of arrests and/or other police-citizen encounters; falsified police and/or official records; made false arrests, mishandled and/or withheld evidence and/or used unreasonable and excessive force on citizens/arrestees.

32. Despite their awareness, Defendants Mayor Daniel Reiman, Law Director Robert Bergen, Civilian Police Commissioner Susan Naples, Chief John Pieczski, Deputy Chief Dennis McFadden, Lt. Michael Dammann, Lt. Robert Wargocki, Borough of Carteret

and the Carteret Police Department and/or John Does 20-30 failed to employ any type of corrective or disciplinary measures against defendant Officer Joseph Reiman and/or John Does 1-20.

33. Defendants Mayor Daniel Reiman, Law Director Robert Bergen, Civilian Police Commissioner Susan Naples, Chief John Pieczski, Deputy Chief Dennis McFadden, Lt. Michael Dammann, Lt. Robert Wargocki, Borough of Carteret and the Carteret Police Department and/or John Does 20-30 had knowledge of, or, had they diligently exercised their duties to instruct, train, supervise, control, and discipline defendant Officer Joseph Reiman and/or John Does 1-20 on a continuing basis, should have had knowledge that the wrongs which were done, as heretofore, were about to be committed.

34. Defendants Mayor Daniel Reiman, Law Director Robert Bergen, Civilian Police Commissioner Susan Naples, Chief John Pieczski, Deputy Chief Dennis McFadden, Lt. Michael Dammann, Lt. Robert Wargocki, Borough of Carteret and the Carteret Police Department and/or John Does 20-30 had the power to prevent or aid in preventing the commission of said wrongs, could have done so by reasonable diligence, and intentionally, knowingly, recklessly and/or with deliberate indifference failed to do so.

35. Defendants Mayor Daniel Reiman, Law Director Robert Bergen, Civilian Police Commissioner Susan Naples, Chief John Pieczski, Deputy Chief Dennis McFadden, Lt. Michael Dammann, Lt. Robert Wargocki, Borough of Carteret and the Carteret Police Department and/or John Does 20-30, directly or indirectly, under color of state law, approved or ratified the unlawful, deliberate, malicious, reckless, and wanton conduct of defendant Officer Joseph Reiman and/or John Does 1-20 heretofore described.

36. As a direct and proximate result of the acts and/or omissions as set forth herein, Plaintiff Henderson suffered physical injury, medical expenses and mental anguish in connection with the deprivation of his constitutional rights to liberty, freedom from unreasonable searches and seizures, procedural and substantive due process and other rights guaranteed by Article 1, Paragraph 1 and Article 1, Paragraph 7 of the New Jersey Constitution which violations are made actionable by the New Jersey Civil Rights Act, *N.J.S.A. 10:6-1 et. seq.*

WHEREFORE, the answering parties demand judgment against all defendant(s) named herein, including JOHN DOES 1-30, and ABC CORPS 1-30, jointly and/or severally, for: (1) General damages, (2) Compensatory damages; (3) The remedies provided for under the common law and/or any state and/or federal statutes pled herein; (4) Any other applicable contractual or statutory penalties or consequential, incidental, nominal and expectation damages; (5) Lawful interest, attorney's fees, filing fees/court costs; (6) Punitive damages as to any non-statutory tort claims pled herein only; (7) Injunctive relief, and (8) such other and further relief as the court shall deem equitable and just.

FOURTH COUNT
PUNITIVE DAMAGES

37. Plaintiff Henderson incorporates herein by reference hereto the allegations above as if set forth herein at length.

WHEREFORE, plaintiffs demand judgment against defendants, including JOHN DOES 1-30, and ABC CORPS 1-30, for punitive damages, together with attorneys' fees, interests and costs of suit.

JURY DEMAND

PLEASE TAKE NOTICE that plaintiffs hereby demands a trial by jury of six (6) persons on all triable issues within the Complaint, pursuant to Rule 1:8-2(b) and Rule 4:35-1(a).

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, plaintiffs designate Kevin T. Flood, Esq., as trial counsel in this case.

DEMAND FOR INTERROGATORIES

DEMAND is hereby made of defendants for certified answers to interrogatories which shall be served upon defendants upon each defendant answering.

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to R. 4:10-2(b), demand is made that defendants disclose to plaintiff's attorney whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and provide plaintiff's attorney with true copies of those insurance agreements or policies, including, but not limited to, any and all declaration sheets. This demand shall include and cover not only primary coverage, but also any and all excess, catastrophe and umbrella policies.

CERTIFICATION PURSUANT TO RULE 4:5-1

KEVIN T. FLOOD certifies as follows:

The matter in controversy is not the subject of any other action pending in any other CIVIL Court or of a pending arbitration, and no such other action or arbitration proceeding is contemplated.

I further certify that I am not aware of any non-party who should be joined in the action pursuant to R. 4:28 or who is subject to joinder pursuant to R. 4:29-1(b).

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.

LAW OFFICE OF KEVIN T. FLOOD, LLC
Attorneys for Plaintiffs,

By: S/ Kevin T. Flood
KEVIN T. FLOOD, ESQ.

Dated: August 29, 2017

Jarred S. Freeman, Esq. (Attorney ID 022362009)
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Edison, NJ 08820
Phone (732) 494-7900/ Fax (732) 494-7904
Attorney for Plaintiff Devin Hairston

Devin Hairston,

Plaintiffs,

v.

Carteret Police Department, Officer John
Kelly, Officer Antonio Dominguez, John
Does 1-10, and ABC Agency 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
MIDDLESEX COUNTY
LAW DIVISION: CIVIL PART

Docket No.: L-002073-18

CIVIL ACTION:
VIOLATION OF CIVIL RIGHTS

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Devin Hairston, by and through his attorneys, Law Office of Jarred S. Freeman, LLC, appears and says as follows as and for the Complaint:

JURISDICTION AND VENUE

1. Venue is properly in Middlesex County pursuant to R. 4:2(a) because the incident which forms the basis of the suit took place in Middlesex County, specifically in the Borough of Carteret.
2. Jurisdiction is properly in the Civil Part because the damages are in excess of \$15,000.00.

PARTIES

3. Plaintiff Devin Hairston ("Hairston") is a natural person at all times relevant to the

Complaint residing at 61 Crampton Avenue, Woodbridge, NJ.

4. Defendant Carteret Police Department is a State agency/entity which is legally answerable to plaintiffs on the charges herein claimed.
5. Defendant Officer John Kelly is a natural person and is employed by the Carteret Police Department as a police officer. He is sued in his official capacity and individually.
6. Defendant Officer Antonio Dominguez is a natural person and is employed by the Carteret Police Department. He is sued in his official capacity and individually.
7. John Does 1-10 are fictitious names used to identify defendant natural persons whose identities are presently unknown.
8. ABC Agency 1-10 are fictitious names used to identify defendant agencies and/or entities whose identities are presently unknown.
9. The police officers herein sued were all acting under color of State law as duly-appointed active duty members of the Carteret Police Department, and in such capacity were the agents, servants, and employees of defendant New Jersey State Police.

BACKGROUND FACTS COMMON TO ALL COUNTS

10. Shortly after midnight on January 23, 2017, Plaintiff Devin Hairston was driving on North Whittier Street and Hermann Avenue in Carteret, with Pamela Baez ("Baez"), his girlfriend at the time, in the passenger seat. Plaintiff and the passenger had just finished watching a movie and were going to Burger Express in Carteret for a meal.
11. Plaintiff was then pulled over by Officers Kelly and Dominguez "for obstructed view." Officer Kelly approached the driver side of the vehicle to speak with Hairston, while

Officer Dominguez approached the passenger side. Both officers were aggressive and annoyed from the outset. This is evident from the recordings of the incident taken by plaintiffs.

12. Devin Hairston lowered his window just enough to hand Officer Kelly his license, registration, and insurance. At this time Officer Dominguez demanded that Baez open her passenger side window.
13. The passenger side window in this vehicle does not open due to existing issues with the window mechanism. Baez could not open the window, which infuriated the officers, despite the fact that the driver side window was open.
14. Officer Dominguez then went from the passenger side window to the driver side window. Plaintiff Hairston then asked Officer Dominguez why they were pulled over.
15. Instead of answering Hairston's question, or engaging Hairston in a reasonable manner, Officer Dominguez told Hairston to get out of the vehicle and then Officer Dominguez put his arm through the open window and attempted to open the driver side door.
16. In an attempt to de-escalate the situation, plaintiff Hairston opened the driver side door for Officer Dominguez. As Hairston was stepping out of the vehicle without any resistance, Officer Dominguez violently grabbed Hairston, pulled him out of the car, and threw him to the ground to arrest him.
17. After plaintiff Hairston was arrested on the pavement, Officer Dominguez demanded that Baez exit the vehicle. Officer Dominguez immediately reached for Baez through the driver side door, grabbed her, and attempted to pull her out of the passenger seat

from the driver's side, all while she was in her seatbelt.

18. Officer Dominguez then went to the passenger side door and forced Baez out of the vehicle, and she was subsequently arrested.

19. To add insult to injury, while plaintiff was in handcuffs, the Officers detected "a strong odor of marijuana" that was "emanating from the interior of the vehicle." This allegation was nothing more than a pretext to illegally search plaintiff's vehicle and further humiliate him. No marijuana was found in the vehicle or on plaintiff.

20. Plaintiff was not resisting arrest or obstructing the administration of law, yet he was still arrested.

21. Charges against plaintiff Hairston were reduced to a Municipal Ordinance. Non-party Baez was arrested for Obstruction, which was later dismissed at the Municipal level. No summons was issued for the alleged obstructed view.

ADDITIONAL FACTS REGARDING LIABILITY

22. Defendant Carteret Police Department is the ultimate policymaking authority for the policies and procedures officially adopted and implemented by the employees of those agencies, including all the officers named in the complaint.

23. Defendant Carteret Police Department is also legally responsible for the hiring, training, retention, supervision, and discipline of all its employees.

24. Defendant Carteret Police Department is also legally responsible for the acts of all its employees related to the scope of their employment, under theories of agency, respondeat superior, vicarious liability, and related legal principles.

25. The nature of the wrongful acts perpetrated by the individual defendant police officers, although extreme and outrageous, was nonetheless of the kind that each individual defendant was employed to perform, and/or occurred substantially within the time and space limits of each individual defendant's employment, and/or was actuated in whole or part by purpose to serve the employer, and/or involved actual use of force or false arrest not unforeseeable by the employer.

26. Carteret Police Department is a public entity and its employees are public employees. The individual defendant police officers wrongfully executed and enforced the relevant laws and policies binding upon them, for all of the reasons explained more fully elsewhere in the Complaint. These wrongful actions were undertaken in the absence of reasonable good faith.

27. Although these wrongful acts were indeed extreme and outrageous, they were not undertaken outside the scope of each individual's employment with the Carteret Police Department but rather were undertaken within the scope of employment. Therefore, the public entity, Carteret Police Department, should be held vicariously liable for the wrongful acts of the individual defendants.

28. For all of the reasons explain more fully elsewhere in the Complaint, plaintiff has suffered damages as a direct and proximate result of the tortuous and wrongful actions herein complained. The tortious acts of multiple natural persons and/or entities all combined and all contributed as substantial factors proximately causing the injuries herein complained. To the extent that the total injury/loss suffered by plaintiff cannot

be subdivided and/or the liability for its several parts cannot be attributed and allocated to individual tortfeasors, plaintiff demands to hold all tortfeasors jointly and severally liable.

29. Upon information and belief, the wrongful conduct described above was perpetrated in conjunction with a longstanding and pervasive pattern of improper and wrongful arrests utilized by the employees of the Carteret Police Department. Upon information and belief, the discovery phase of this litigation will reveal many instances wherein the Carteret Police Department, by and through its employees, has allowed, condoned, encouraged, and otherwise engaged in improper and wrongful arrests. Despite being put on notice of such allegations, the Carteret Police Department utterly failed to discipline the guilty officers and utterly failed to train and supervise them in order to prevent future abuses, but rather allowed, condoned, and encouraged such wrongful conduct to continue.

FIRST COUNT
(Violation of 42 U.S.C. § 1983)

30. Plaintiff repeats and reiterates each and every allegation contained previously in the Complaint and incorporates the same herein by reference as if set forth in their entirety.

31. At all times, plaintiff had the Constitutional right to be free from the use of excessive and unreasonable force against his person by the defendants for reasons including (but not limited to) the provisions of U.S. Const. amend. IV and XI.

32. The defendants individually and in concert participated and conspired with one another (under the color of law) to deprive plaintiff of his civil rights by exercising improper and excessive force against him, as described more fully elsewhere in the Complaint.

33. At all times, plaintiff had the Constitutional right to be free from improper and wrongful arrest by defendants for reasons including, but not limited to, the provisions of the U.S. Const. Amend. IV and XI.

34. The defendants individually and in concert participated and conspired with one another, under color of law, to deprive plaintiff of his civil rights by improperly and wrongfully arresting them, as described more fully elsewhere in the Complaint.

35. The defendant officers violated 42 U.S.C. § 1983 by inflicting false imprisonment upon plaintiffs by means of wrongful arrest. As a direct and proximate result of such violation of the statute, plaintiff has been materially harmed and suffered substantial damages as described more fully elsewhere.

36. Defendants' wrongful actions went far beyond anything that could fairly be considered as countenanced by their office or legally protected thereby.

37. Plaintiff was damaged as a direct and proximate result of these wrongful actions.

WHEREFORE, plaintiff demands judgment against defendant(s), as follows:

1. For general and consequential damages;
2. For reasonable attorneys' fees
3. For reimbursement of costs of suit; and

4. For such further relief as the court may deem just and equitable.

SECOND COUNT

(Violation of State Civil Rights Law and 42 U.S.C. § 1988)

38. Plaintiff repeats and reiterates each and every allegation contained previously in the Complaint and incorporates the same herein by reference as if set forth in their entirety.

39. Plaintiff is entitled to the full complement of civil rights as protected by the provisions of the New Jersey Constitution, including but not limited to, the right to due process of law and the right to be free from excessive force and wrongful arrest.

40. The wrongful actions herein complained of amounted to violations of plaintiff's rights under the New Jersey Constitution and violations of New Jersey statutory law including, but not limited to, New Jersey Civil Rights Act, N.J.S.A. § 10:6-1 et seq. Plaintiff was subjected to unconstitutional and fundamentally unfair treatment by the inexcusable and unjustified actions of the defendants named herein.

41. Defendants violated New Jersey Statutory law including, but not limited to, New Jersey Civil Rights Act, N.J.S.A. § 10:6-1 et seq. by way of excessive force and false arrest upon plaintiff. As a direct and proximate result of such violation of the statute, plaintiff has been materially harmed and suffered damages as described more fully elsewhere.

42. Defendants' wrongful actions went far beyond anything that could fairly be considered as countenanced by their office or legally protected thereby.

43. Plaintiff was damaged as a direct and proximate result of these wrongful actions.

WHEREFORE, plaintiff demands judgment against defendant(s), as follows:

1. For general and consequential damages;
2. For reasonable attorneys' fees
3. For reimbursement of costs of suit; and
4. For such further relief as the court may deem just and equitable.

THIRD COUNT
(False Arrest)

44. Plaintiff repeats and reiterates each and every allegation contained previously in the Complaint and incorporates the same herein by reference as if set forth in their entirety.

45. On January 23, 2017, plaintiff was unlawfully arrested by the Carteret Police Department. The arresting officers were defendants John Kelly and Antonio Dominguez.

46. Plaintiff Hairston was arrested against his will and was arrested without proper legal authority, legal justification, or probable cause.

47. Plaintiff Hairston was arrested for resisting arrest and obstructing the administration of law, charges that were dropped to a municipal ordinance by the Carteret Municipal Court.

48. At no time was plaintiff resisting arrest or obstructing the administration of law. Plaintiff was driving from the movies to Burger Express when this traffic stop occurred. During the stop, plaintiff complied with all orders from Officer Kelly and Officer

Dominguez. There was no justification to arrest plaintiff on these charges and abuse him in the process.

49. Plaintiff was materially harmed as a result of this false arrest. As such, defendants are liable to plaintiff for damages as a result of the false arrest.

WHEREFORE, plaintiffs demand judgment against defendant(s), as follows:

1. For general and consequential damages;
2. For reasonable attorneys' fees
3. For reimbursement of costs of suit; and
4. For such further relief as the court may deem just and equitable.

FOURTH COUNT
(Public Employee Wrongfully Enforcing Law)

50. Plaintiff repeats and reiterates each and every allegation contained previously in the Complaint and incorporates the same herein by reference as if set forth in their entirety.

51. Upon information and belief, defendant Carteret Police Department is a public entity and its employees are public employees.

52. The individual police officers wrongfully executed and enforced the relevant laws and policies binding upon them, for all of the reasons explained more fully elsewhere in the Complaint. Among other things, the individual defendants willfully neglected the laws and policies binding upon them to lawfully arrest plaintiff and refrain from using excessive force. These wrongful actions were undertaken in the absence of reasonable

good faith.

53. The wrongful execution and enforcement of the law proximately caused harm and damages to plaintiff, for reasons explained more fully elsewhere in the Complaint.

54. Although these wrongful actions were indeed egregious, they were not undertaken outside the scope of each individual's employment at the Carteret Police Department, but rather were undertaken within the scope of employment. Therefore, the public entity, Carteret Police Department, should be held vicariously liable for the wrongful acts of the individual defendants.

WHEREFORE, plaintiff demands judgment against defendant(s), as follows:

1. For general and consequential damages;
2. For reasonable attorneys' fees
3. For reimbursement of costs of suit; and
4. For such further relief as the court may deem just and equitable.

FIFTH COUNT

(Indivisible Harm/Joint and Several Liability)

55. Plaintiff repeats and reiterates each and every allegation contained previously in the Complaint and incorporates the same herein by reference as if set forth in their entirety.

56. For all of the reasons explained more fully elsewhere in the Complaint, plaintiff has suffered damages as a direct and proximate result of the torts herein complained.

57. For all of the reasons explained more fully elsewhere in the Complaint, the tortious acts

of multiple natural persons and/or entities all combined, and all contributed, as substantial factors proximately causing the damages herein complained.

58. To the extent that the total injury/loss suffered by plaintiff cannot be subdivided and/or the liability for its several parts cannot be attributed and allocated to individual tortfeasors, plaintiff demands to hold all tortfeasors jointly and severally liable.

WHEREFORE, plaintiff demands judgment against defendant(s), as follows:

1. For general and consequential damages;
2. For reasonable attorneys' fees
3. For reimbursement of costs of suit; and
4. For such further relief as the court may deem just and equitable.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands trial by jury as to all issues in the above matter.

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to New Jersey Court Rule 4:10-2(b), demand is made that defendant(s) disclose to plaintiff's attorney whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and provide plaintiff's attorney with true copies of those insurance agreements or policies, including, but not limited to, any and all declaration

sheets. This demand shall include and cover not only primary coverage, but also any and all excess, catastrophe and umbrella policies.

DESIGNATION OF TRIAL ATTORNEY

In accordance with New Jersey Court Rule 4:25-4, Jarred S. Freeman, Esq. is hereby designated as trial counsel for the plaintiff in the above matter.

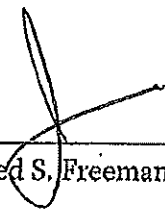
CERTIFICATION PURSUANT TO R. 4:5-1

I, Jarred S. Freeman, Esq., of full age and on my oath do hereby certify the following:

1. I am presently entrusted with the handling of this matter on behalf of the plaintiff.
2. To my knowledge, this controversy is not related to any other pending matter in any court and is likewise not the subject of any pending arbitration proceeding.
3. To my knowledge, there is no contemplated action or arbitration proceeding regarding the subject matter of this action.
4. To my knowledge, there are no other necessary parties to be joined to this action at this time.

Dated:

By:


Jarred S. Freeman, Esq.

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N.J. SUPERIOR COURT
MIDDLESEX VICINAGE

2017 JAN 18 A 10:11

FILED & RECEIVED #5

TOWNSHIP OF WOODBRIDGE, a
Municipal Corporation of the State of New
Jersey,

Plaintiff,

v.

BOROUGH OF CARTERET, a
Municipal Corporation of the State of New
Jersey, and CITY OF PERTH AMBOY
a Municipal Corporation of the State of
New Jersey,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, MIDDLESEX
COUNTY
DOCKET NO. MID-L-_____

Civil Action

VERIFIED COMPLAINT

Plaintiff Township of Woodbridge, by way of Verified Complaint, says:

The Parties

1. The Township of Woodbridge ("Woodbridge") is a municipal corporation of the State of New Jersey, with a principal address of One Main Street, Woodbridge, New Jersey 07095.

2. The Defendant Borough of Carteret ("Carteret") is a municipal corporation of the State of New Jersey, with a principal address of 61 Cooke Avenue, Carteret, New Jersey 07008.

3. The Defendant City of Perth Amboy ("Perth Amboy") is a municipal corporation of the State of New Jersey, with a principal address of 260 High Street, Perth Amboy, New Jersey 08861.

Factual Background

A. The Woodbridge Sewer System

3. Woodbridge is the owner of a sewerage transmission system (the “System”) that carries wastewater to treatment facilities owned and operated by the Middlesex County Utilities Authority (“MCUA”).

4. The System handles flows originating from Woodbridge, Carteret, and Perth Amboy.

B. Agreement with Carteret

5. On September 2, 1980, Woodbridge and Carteret entered into a contract entitled, “Service Agreement Between the Borough of Carteret and the Township of Woodbridge” (the “1980 Carteret Agreement”). The purpose of that agreement was to provide for the transmission of sewerage originating in Carteret through the System to the MCUA plant.

6. On June 12, 1987, Woodbridge and Carteret entered into a contract entitled, “Service Agreement Between the Borough of Carteret and the Township of Woodbridge” (the “1987 Carteret Agreement”) (Exhibit A). The 1987 Carteret Agreement superseded the 1980 Carteret Agreement, and is still in effect.

7. In the 1987 Carteret Agreement, Woodbridge agreed to convey sewerage from Carteret through the System. Exhibit A, at para. 1. Both Woodbridge and Carteret agreed to not deliver more than its designated peak flow into the System for their respective segments. A party delivering excessive quantities of sewerage would be responsible for any damages caused by excessive flow and for additional costs to operate or maintain the System resulting from excessive flow. Exhibit A, at para. 2.

8. In Paragraph 5 of the 1987 Carteret Agreement, Carteret agreed that it would only deliver sewerage into the System that meets the standards and requirements of the MCUA. Further, Carteret agreed that "it will not deliver any sewerage into the [System] which will cause any damage other than normal wear and tear to the system. [Carteret] will be responsible for any actual damage caused by any discharge from [Carteret] into the System in violation of this paragraph. Exhibit A, at para. 5.

9. Woodbridge and Carteret further agreed "to share operational and maintenance costs of that portion of the [System] utilized to transport the sewerage from [Carteret] to the facilities of the MCUA. Operation and maintenance shall include but not be limited to preparation of Operation and maintenance Manual, labor costs, utility costs, insurance costs, material costs and replacement costs for any portion of the system which fails due to normal wear and tear or due to natural causes." Exhibit A, at para. 7. Carteret's share of operational and maintenance costs would be based on the "actual gallonage transmitted through the system to the total gallonage in each system." Exhibit A, at para. 7.

10. Woodbridge and Carteret agreed to "perform a sewer system rehabilitation of the common portions if such rehabilitation is deemed necessary as dictated by any sewer system evaluation survey which may be required by a responsible government agency. It is understood that [Carteret's] obligations under this paragraph shall be limited to its proportionate share as defined in paragraph 6, for that portion of the [System] utilized by [Carteret]." Exhibit A, at 10.

11. The parties (Woodbridge and Carteret) included in their agreement a provision for addressing issues that could arise during the term of the contract: "The parties recognize that while it is their intention to have this agreement reflect the entire understanding between the parties, additional issues may arise during the term of this Agreement which will require further

negotiation. The parties agree to negotiate any such issues in good faith so that an amicable adjustment of any such issue may be reached.” Exhibit A, at para. 12.

12. The 1987 Carteret Agreement requires the parties to arbitrate in the event they do not resolve any issues that arise: “If the parties are unable to settle any disputes during the term of this agreement within forty-five (45) calendars, [sic], it is agreed that the parties shall submit all such disputes to a binding arbitration to be conducted by a board of three (3) arbitrators selected by and according to the rules of the American Arbitration Association (AAA). The arbitration shall also be conducted under the auspices of the AAA.” Exhibit A, at para. 13.

13. The 1987 Carteret Agreement is still in full force and effect.

C. Agreement with Perth Amboy

14. On April 1, 1985, Woodbridge and Perth Amboy entered into a contract entitled, “Service Agreement Between the City of Perth Amboy and the Township of Woodbridge” (the 1985 Perth Amboy Agreement”) relating to Perth Amboy’s use of the System to transmit wastewater to the MCUA facility.

15. On June 10, 1987 (the two days before the 1987 Carteret Agreement), Woodbridge and Perth Amboy entered into a contract entitled, “Service Agreement Between the City of Perth Amboy and the Township of Woodbridge” (the “1987 Perth Amboy Agreement”). (Exhibit B). The 1987 Perth Amboy Agreement superseded the 1985 Perth Amboy Agreement, and remains in full force and effect.

16. The 1987 Perth Amboy Agreement provides similar terms as the 1987 Carteret Agreement.

17. In the 1987 Perth Amboy Agreement, Woodbridge agreed to convey sewerage from Perth Amboy through the System. Exhibit B, at para. 1.

18. Perth Amboy agreed to not deliver more than a designated peak flow into the System of 13.6 million gallons per day. If Perth Amboy delivered more than 13.6 million gallons per day, Perth Amboy would be charged any additional amounts that the MCUA charges to Woodbridge. Further, Perth Amboy would be responsible for any damages caused to the System for excessive flows, and any additional costs to operate or maintain the System due to excessive flows. Exhibit B, at para. 2.

19. In Paragraph 5 of the 1987 Perth Amboy Agreement, Perth Amboy agreed that it would only deliver into the System sewerage that meets the standards and requirements of the MCUA. Further, Perth Amboy agreed that "it will not deliver any sewerage into the [System] which will cause any damage other than normal wear and tear to the system. [Perth Amboy] will be responsible for any actual damage caused by any discharge from [Perth Amboy] into the System in violation of this paragraph. Exhibit B, at para. 5.

20. Woodbridge and Perth Amboy further agreed "to share operational and maintenance costs of that portion of the [System] utilized to transport the sewerage from [Perth Amboy] to the facilities of the MCUA. Operation and maintenance shall include but not be limited to preparation of Operation and maintenance Manual, labor costs, utility costs, insurance costs, material costs and replacement costs for any portion of the system which fails due to normal wear and tear or due to natural causes." Exhibit B, at para. 7. Perth Amboy's share of operational and maintenance costs "will be determined on a proportionate basis determined in the same manner as stated in Paragraph 6 above." Exhibit B, at para. 7.

21. Woodbridge and Perth Amboy agreed to “perform a sewer system rehabilitation if such rehabilitation is deemed necessary as dictated by any sewer system evaluation survey which may be required by a responsible government agency. It is understood that [Perth Amboy’s] obligations under this paragraph shall be limited to its proportionate share as defined in Paragraph 6, for that portion of the [System] utilized by [Perth Amboy].” Exhibit B, at 11.

22. The parties (Woodbridge and Perth Amboy) included in their agreement a provision for addressing issues that could arise during the term of the contract: “The parties recognize that while it is their intention to have this agreement reflect the entire understanding between the parties, additional issues may arise during the term of this Agreement which will require further negotiation. The parties agree to negotiate any such issues in good faith so that an amicable adjustment of any such issue may be reached.” Exhibit B, at para. 13.

23. The 1987 Perth Amboy Agreement requires the parties to arbitrate in the event they do not resolve any issues that arise: “If the parties are unable to settle any disputes during the term of this agreement within forty-five (45) calendars days, it is agreed that the parties shall submit all such disputes to a binding arbitration to be conducted by a board of three (3) arbitrators selected by and according to the rules of the American Arbitration Association (AAA). The arbitration shall also be conducted under the auspices of the AAA.” Exhibit B, at para. 14.

24. The 1987 Perth Amboy Agreement is still in full force and effect.

D. Damage to System and Need to Effect Maintenance

25. Woodbridge has discovered that the System is in need of substantial repairs and replacement because elevated contribution of sulfide entering the System creates hydrogen

sulfide gas in the presence of the sewerage. The sulfide has the effect of corroding the concrete pipes and other infrastructure comprising the System.

26. Woodbridge has commissioned a report from an engineering firm to study the causes and sources of sulfide corrosion, and to determine a plan to repair the System. That report determined the percentage of responsibility among the three municipalities (Woodbridge, Carteret, and Perth Amboy) and concluded that sewerage entering from both Carteret and Perth Amboy have elevated sulfide levels, which levels are causing the corrosive damage to the System.

27. Corrosion caused by sulfide compelled Woodbridge to make emergency repairs to the System, specifically to a thirty-eight-foot-long segment of a forty-eight-inch-wide line, and a thirty-foot long segment of a twenty-four-inch-wide line (the "2015 Emergency Repairs"). The cost of implementing the 2015 Emergency Repairs was \$3,204,963.35, including both hard and soft costs. The costs to make the 2015 Emergency Repairs are to be borne proportionally among Woodbridge, Carteret, and Perth Amboy pursuant to the 1987 Carteret Agreement and the 1987 Perth Amboy Agreement.

28. Corrosion caused by sulfide will also require major long-term capital repairs to the System (the "Long-Term Repairs"). Woodbridge has estimated that the cost of undertaking the Long-Term Repairs to the System will be approximately \$64,723,000.00, including both hard and soft costs. The costs to make the Long-Term Repairs are to be borne proportionally among Woodbridge, Carteret, and Perth Amboy pursuant to the 1987 Carteret Agreement and the 1987 Perth Amboy Agreement.

29. Woodbridge's civil engineer has determined the cost of repairing and upgrading the System, including the cost of the 2015 Emergency Repairs and the Long-Term Repairs, and

has allocated proportionate share of costs among Woodbridge, Carteret, and Perth Amboy based on levels of responsibility based on contributions of sulfides to the System.

E. Refusal to Arbitrate by Carteret

30. Woodbridge has on numerous occasions written to Carteret concerning the conditions of the System and the need to address the corrosion of the System.

31. For example, Woodbridge has written to Carteret on December 17, 2014, February 9, 2015, and March 31, 2015 concerning emergency repairs and the issue of the corrosive damage to the System. On March 31, 2015, Woodbridge provided Carteret with a copies of the engineering reports that examined the sulfide contribution to the System.

32. Woodbridge and Carteret have not reached any agreement as to how to proceed with allocating costs to repair and replace damaged parts of the System in accordance with the 1987 Carteret Agreement, including resolution of Carteret's proportionate cost for the 2015 Emergency Repairs and for the Long-Term Repairs.

33. By letter dated August 3, 2016, Woodbridge formally invoked the arbitration procedures stated in Paragraph 13 of the 1987 Carteret Agreement. Exhibit C.

34. As of the date of the filing of this Verified Complaint, Carteret has never responded to substance of Woodbridge's demands, and has not acknowledged Woodbridge's invocation of the arbitration process.

F. Refusal to Arbitrate by Perth Amboy

35. Woodbridge has been in communication with Perth Amboy concerning the damage to the System and the need to repair and replace the corroded pipes, including by letters dated December 17, 2014, February 9, 2015, March 31, 2015, and August 3, 2016.

36. Woodbridge and Perth Amboy have not reached any agreement as to how to proceed with allocating the costs of the Long-Term Repairs in accordance with the 1987 Perth Amboy Agreement. However, Woodbridge and Perth Amboy have reached an agreement concerning Perth Amboy's proportionate share of the cost of the 2015 Emergency Repairs.

37. By letter dated October 11, 2016, Woodbridge formally invoked the arbitration procedures stated in Paragraph 14 of the 1987 Perth Amboy Agreement. Exhibit D.

38. As of the date of the filing of this Verified Complaint, Perth Amboy has not responded to substance of Woodbridge's demands, except as to the Emergency Repairs, and has not acknowledged Woodbridge's invocation of the arbitration process.

COUNT I

**ENFORCEMENT OF AGREEMENT TO ARBITRATE
WITH BOROUGH OF CARTERET**

39. Woodbridge repeats and restates each and every allegation contained in Paragraphs 1 through 38 as if set forth at length herein.

40. Woodbridge has asserted that a dispute exists under the 1987 Carteret Agreement concerning damage to the system, the need to repair or replace the system, and allocation of costs.

41. Woodbridge and Carteret were unable to resolve the issues of the allocation of cost for the 2015 Emergency Repairs and the Long-Term Repairs.

42. Carteret has agreed to the binding arbitration procedures as the means of resolving disputes arising under the 1987 Carteret Agreement.

43. Participation in binding arbitration is required under the 1987 Carteret Agreement.

44. Woodbridge has invoked the arbitration clause in Paragraph 13 of the 1987 Carteret Agreement.

45. Carteret has refused to participate in arbitration, or even acknowledge that Woodbridge made a demand.

WHEREFORE, Woodbridge respectfully requests the following relief:

- A. Order and judgment compelling Carteret to participate in arbitration as mandated by Paragraph 13 of the 1987 Carteret Agreement, pursuant to N.J.S.A. 2A:23B-7, of all issues relating to the repairs of the System;
- B. Cost of suit; and
- C. Such other relief as the Court deems equitable and just.

COUNT II

ENFORCEMENT OF AGREEMENT TO ARBITRATE WITH CITY OF PERTH AMBOY

46. Woodbridge repeats and restates each and every allegation contained in Paragraphs 1 through 45 as if set forth at length herein.

47. Woodbridge has asserted that a dispute exists under the 1987 Perth Amboy Agreement concerning damage to the system, the need to repair or replace the system, and allocation of the costs of the Long-Term Repairs, although Woodbridge and Perth Amboy have agreed to the allocation of costs of the 2015 Emergency Repairs.

48. Woodbridge and Perth Amboy were unable to resolve the remaining issues.

49. Perth Amboy has agreed to the binding arbitration procedures as the means of resolving disputes arising under the 1987 Perth Amboy Agreement.

50. Participation in binding arbitration is required under the 1987 Perth Amboy Agreement.

51. Woodbridge has invoked the arbitration clause in Paragraph 14 of the 1987 Perth Amboy Agreement.

52. Perth Amboy has refused to participate in arbitration.

WHEREFORE, Woodbridge respectfully requests the following relief:

- A. Order and judgment compelling Perth Amboy to participate in arbitration as mandated by Paragraph 14 of the 1987 Perth Amboy Agreement, pursuant to N.J.S.A. 2A:23B-7, of all issues relating to the repairs of the System;
- B. Costs of suit; and
- C. Such other relief as the Court deems equitable and just.

COUNT III

CONSOLIDATION OF ARBITRATIONS WITH BOROUGH OF CARTERET AND CITY OF PERTH AMBOY

53. Woodbridge repeats and restates each and every allegation contained in Paragraphs 1 through 52 as if set forth at length herein.

54. The 1987 Carteret Agreement and the 1987 Perth Amboy Agreement were entered into with two days of each other, and cover the same System.

55. The substantive provisions of the 1987 Carteret Agreement and the 1987 Perth Amboy Agreement are virtually identical as to the demands made by Woodbridge to Carteret and Perth Amboy relating to the necessary repairs to the System.

56. Both agreements contain clauses that require binding arbitration to resolve disputes concerning the System, including allocation of responsibility for repairing and maintaining the system, and the cost of effecting such repairs.

57. Given the similarities that exist between the two, the 1987 Carteret Agreement and the 1987 Perth Amboy Agreement should be read together for interpretation purposes.

58. The issues of determining (a) the cause of corrosion and the responsibility of Woodbridge and Carteret under the 1987 Carteret Agreement, and (b) the responsibility of Woodbridge and Perth Amboy under the 1987 Perth Amboy Agreement, involve common issues of fact and law, creating the possibility of conflicting or inconsistent decisions if the two arbitrations proceed separately.

59. There would be no prejudice to Woodbridge, Carteret, or Perth Amboy if the two arbitrations are consolidated.

60. The risk of undue delay or prejudice to the rights of any party, and the hardship that would be created for Woodbridge if it were required to proceed with two separate arbitrations is high.

WHEREFORE, Woodbridge respectfully requests the following relief:

- A. Order and judgment consolidating the arbitration ordered under Count I between Woodbridge and Carteret, with the arbitration ordered under Count II between Woodbridge and Perth Amboy, pursuant to N.J.S.A. 2A:23B-10;
- B. Costs of suit; and

C. Such other relief as the Court deems equitable and just.

WATERS, McPHERSON, McNEILL, P.C.
Attorneys for Plaintiff
Township of Woodbridge

By: _____
Eric D. McCullough

Dated: January 17, 2017

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Eric D. McCullough, Esq. is hereby designated as trial counsel.

WATERS, McPHERSON, McNEILL, P.C.
Attorney for Plaintiff
Township of Woodbridge

By: _____
Eric D. McCullough

Dated: January 17, 2017

CERTIFICATION PURSUANT TO R. 4:5-1(b)(2)

Pursuant to R. 4:5-1(b)(2), the undersigned hereby certifies that: the captioned matter is not the subject of either any other action pending in any Court, or any pending arbitration proceeding; no such additional related action or arbitration proceeding is contemplated; and no additional parties are known at this time that should be joined in the instant action.

By: _____
Eric D. McCullough, Esq.

Dated: January 17, 2017

VERIFICATION

State of New Jersey)
) SS.
County of Middlesex)

Robert M. Landolfi, of full age, being duly sworn according to law upon her oath,
deposes and says:

I am the Business Administrator for the Township of Woodbridge, Plaintiff in the
foregoing Verified Complaint. The allegations thereof are true to my personal knowledge.

/s/ _____
Robert M. Landolfi

Sworn and Subscribed to me this ____ day of January, 2017

/s/ _____

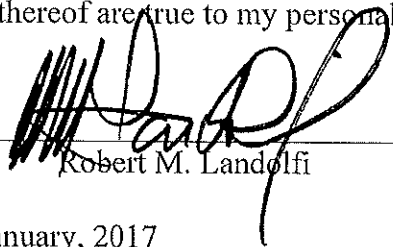
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VERIFICATION

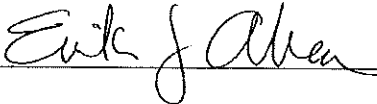
State of New Jersey)
) SS.
County of Middlesex)

Robert M. Landolfi, of full age, being duly sworn according to law upon her oath,
deposes and says:

I am the Business Administrator for the Township of Woodbridge, Plaintiff in the
foregoing Verified Complaint. The allegations thereof are true to my personal knowledge.

/s/ 
Robert M. Landolfi

Sworn and Subscribed to me this 9th day of January, 2017

/s/ 

ERIKA J. ABER
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 10/23/2021

932656.5

From:

12/06/2017 03:03

#506 P.003/008

MID-L-007083-17 12/30/2017 4:15:55 PM Pg 1 of 5 Trans LCV2017559812

SCHILLER & PITTINGER, P.C.
Robert B. Woodruff, Esq.
N.J. Attorney Identification No. 017891976
1771 Front Street
Scotch Plains, NJ 07076
Telephone: 908-490-0444
Facsimile: 908-490-0425
Attorneys for Plaintiff

JUSTIN MALDONADO,

Plaintiff,

v.

MARCUS ROSARIO, individually and in his
capacity as a Police Officer with the Carteret
Borough Police Department; JOHN DOES 1-
5, individually and in their official capacity as
members of the Carteret Borough Police
Department,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

DOCKET NO.

COMPLAINT AND JURY DEMAND

Plaintiff, Justin Maldonado, a resident of Middlesex County, New Jersey, by way of
Complaint against Defendants, says:

PARTIES

1. Plaintiff, Justin Maldonado, is a resident of Middlesex County and a citizen of the United States of America.
2. Defendant, Marcus Rosario, at all times relevant herein, was employed as a Police Officer by the Carteret Borough Police Department. As such, he is charged with the obligation and responsibility to protect the citizens of the State of New Jersey and to abide by the laws of the State of New Jersey and those of the United States in the lawful exercise of his duties. He is sued individually and in his capacity as a Police Officer.

MID-L-007083-17 1/30/2017 4:15:55 PM Pg 2 of 5 Trans {P} LCV2017559812

3. Defendants John Does 1-5 were, at all times relevant herein, employed as Police Officers by the Carteret Borough Police Department. As such, they are charged with the obligation and responsibility to protect the citizens of the State of New Jersey and to abide by the laws of the State of New Jersey and those of the United States in the lawful exercise of their duties. They are sued individually and in their official capacity as Police Officers.
4. All Defendants referenced herein acted under Color of Law.

CAUSES OF ACTION

5. At various times prior to March 2, 2016, members of the Carteret Borough Police Department, including, but not limited to, Defendant Rosario, Police Officer Luis Maldonado, Police Officer Joseph Reiman, and Police Officer John Kelly, did conduct motor vehicle stops on Artemis Rosario, a friend of Plaintiff Justin Maldonado.
6. At one of those stops, Artemis Rosario's vehicle was towed.
7. On or about March 1, 2016, Plaintiff Justin Maldonado did drop off Artemis Rosario at his residence in Carteret, New Jersey. As Plaintiff was leaving from the area of Artemis Rosario's residence, he received a phone call from Artemis advising him that he was being followed in a vehicle by Carteret Police Officers. Artemis Rosario recognized one of them as Defendant Marcus Rosario.
8. Shortly thereafter, Plaintiff observed an unmarked vehicle behind him, which matched the information conveyed by his friend Artemis.
9. Thereafter, Plaintiff Justin Maldonado was "pulled over" on Port Reading Avenue just after crossing into Woodbridge Township by Defendant Rosario.
10. At that time, Defendant Rosario did not advise Plaintiff that he had done anything wrong. Plaintiff produced a PBA card and a PBA badge, which had been given to him by his father,

MID-L-007083-17 1/30/2017 4:15:55 PM Pg 3 of 5 Trans LCV2017559812

a law enforcement officer in New York. Defendant Rosario took both items. Plaintiff was not given any citations nor was he advised that he had operated his vehicle in an unlawful manner.

11. On or about March 2, 2016, at 10:41 a.m., Defendants did execute motor vehicle summonses against Plaintiff alleging the following violations of the New Jersey Motor Vehicle Codes on that date: a) 39:4-126 -- Ticket #111522; b) 39:4-75 -- Ticket #111521; c) 39:4-97 -- Ticket #111524; d) 39:4-144 -- Ticket #111523; e) 39:4-89 -- Ticket #111526; f) 39:4-96 -- Ticket #111525; and, g) 39:3-40 -- Ticket #111527.
12. Said violations allegedly occurred at or about the intersection of Terminal Avenue and Roosevelt Avenue.
13. The motor vehicle in which Plaintiff was allegedly driving at said location carried New Jersey License Plate number H93GFA, as reflected in all of the afore-noted motor vehicle summonses.
14. At all times relevant herein, said vehicle, 2011 Gray BMW, was registered to Roosevelt Jones residing at 519 North Park Drive, Perth Amboy, New Jersey. Roosevelt Jones is the grandfather of Justin Maldonado.
15. At all times listed in said citations herein, neither Plaintiff Justin Maldonado nor the 2011 Gray BMW registered to his grandfather were at the intersection of Roosevelt and Terminal Avenues in Carteret, New Jersey but rather were at other locations outside of Carteret.
16. At all times herein, Defendants John Does knew or should have known the Plaintiff was in fact not liable for the alleged conduct attributed to him by Defendant Rosario as reflected in the afore-noted motor vehicle violations, whether it be on this or any other date.

MID-L-007083-17 1/30/2017 4:15:55 PM Pg 4 of 5 Trans LCV2017559812

17. Said John Does were either complicit with Defendant Rosario's conduct or did otherwise do nothing to stop Defendant Rosario from such improper conduct so as to violate, with Defendant Rosario, the Constitutional Rights of Plaintiff Justin Maldonado.
18. Defendants' actions did violate Plaintiff's rights under the New Jersey State Constitution, as protected by the New Jersey Civil Rights Act, *N.J.S.A. 10:6-1, et seq.*, in that Plaintiff has a protected right to be free from malicious prosecution,
19. Said conduct of Defendants, either individually or collectively, constitutes a violation of both procedural and substantive due process as afforded to Plaintiff under the New Jersey State Constitution and rights enumerated therein. Said rights include the right to be free of malicious prosecution.
20. Defendants' conduct did cause Plaintiff to incur the costs associated with defending against such malicious prosecution and did otherwise violate his constitutionally protected rights to be free of such wrongful actions of the Defendants, individually and collectively.
21. Defendants' actions did cause Plaintiff continuing fear of being wrongfully targeted by members of the Carteret Borough Police Department and being the subject of wrongful allegations.
22. Further, Defendants did take such actions because of Plaintiff's association with Artemis Rosario.
23. Plaintiff's constitutionally protected right of association promulgated by the New Jersey State Constitution as enumerated therein and as codified in the New Jersey Civil Rights Law, *N.J.S.A. 6:10-1, et seq.*

WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally or in the alternative for the following damages:

MID-L-007083-17 11/30/2017 4:15:55 PM Pg 5 of 5 Trans LCV2017559812

- a) Compensatory damages;
- b) Punitive damages;
- c) Attorneys' fees and costs of suit pursuant as set forth in the respective statutes noted herein; and
- d) Such other relief as the Court may deem appropriate.

JURY DEMAND

Plaintiff demands a trial by jury on all issues of the within Complaint.

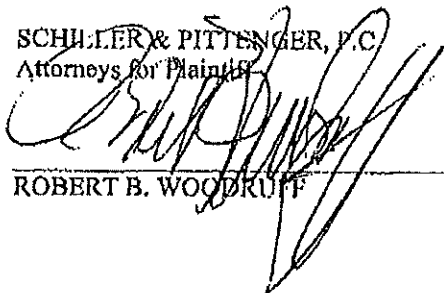
DESIGNATION OF TRIAL COUNSEL

Plaintiff, Justin Maldonado, hereby designates Robert B. Woodruff as trial counsel in the above matter.

RULE 4:5-1 CERTIFICATION

I hereby certify that the matter in controversy is not the subject of any other pending and/or contemplated action or pending and/or contemplated proceeding. I know of no other parties who should be joined in this action at this time.

SCHILLER & PITTENGER, P.C.
Attorneys for Plaintiff



ROBERT B. WOODRUFF

Dated: November 29, 2017