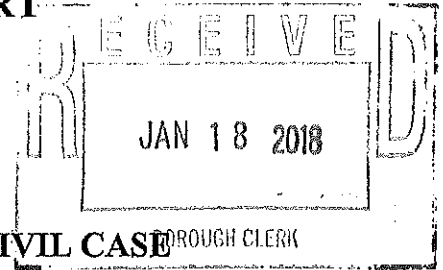


UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY



FRANCIS J ROTONDA,
Plaintiff

V.

SUMMONS IN A CIVIL CASE

LYNDHURST TOWNSHIP, ET AL.,
Defendant

CASE NUMBER: 2:18-CV-00628-JLL-JAD

TO: (Name and address of Defendant):

Borough of Oakland
1 Municipal Plaza
Oakland, NJ 07436

a: JIP
Brian Chenade
Dominic Cinelli
Chief Kasper
FBI
-Holt

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States Agency, or an office or employee of the United States described in Fed. R. civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

Werner Suarez & Moran, LLC
Juan C. Moran, Esq.
Two University Plaza, Suite 109
Hackensack, NJ 07601

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

WILLIAM T. WALSH

CLERK

CHRISTINE MELILLO

(By) DEPUTY CLERK



ISSUED ON 2018-01-16 15:08:45, Clerk
USDC NJD

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

JUAN C. MORAN, ESQ.
ATTORNEY ID NO.: 002402012
WERNER SUAREZ & MORAN, LLC
Two University Plaza
Suite 109
Hackensack, NJ 07601
(201) 487-4111
Attorneys for Plaintiff

CIVIL ACTION NO.: 2:18-CV-00628-JLL-JAD

FRANCIS J. ROTONDA,

Plaintiff

v.

COMPLAINT

TOWNSHIP OF LYNDHURST, THE
POLICE DEPARTMENT OF THE
TOWNSHIP OF LYNDHURST,
VINCENT AUTERI, JOHN KERNER,
MIKE LEMANOWICZ, RICHARD
PIZZUTI, ANTHONY ALEXANDER,
BOROUGH OF OAKLAND, POLICE
DEPARTMENT OF THE BOROUGH OF
OAKLAND, BART PAGERIE, AND
JOHN DOES 1 THROUGH 10 (Fictitious
names representing persons whose names
are presently unknown.)

Defendants

Plaintiff Francis J. Rotonda, by way of Complaint against the Defendants, says:

JURISDICTION AND VENUE

1. This action is brought pursuant to 42 U.S.C. 1983, 42 U.S.C. 1985, and the First, Fourth, Fifth and Fourteenth Amendments. Jurisdiction is founded on 28 U.S.C. 1331 and 28 U.S.C. 1343.

2. Venue in this district is appropriate under 28 U.S.C. 1391(b) because this is the district in which a substantial part of the events or omissions giving rise to the claim occurred and all of the defendants are subject to personal jurisdiction at the time the action is commenced.

PARTIES

3. Plaintiff Francis J. Rotonda resides at 31 Kiel Avenue, Kinnelon, New Jersey.

4. Defendant Township of Lyndhurst is the municipal entity which is responsible for setting the policy governing its police department and the training of the police officers who work therein.

5. The Defendant Police Department of the Township of Lyndhurst is responsible for hiring and training the members of the Police Department.

6. The Defendant Vincent Auteri is the investigating and arresting officer of the Plaintiff Francis J. Rotonda and who thereafter conspired with others to cover up the facts and circumstances of the Plaintiff's unlawful arrest.

7. The Defendant John Kerner is the police officer who conducted the photo lineup of the Plaintiff Francis J. Rotonda at the Police Headquarters in Lyndhurst, New Jersey and participated in the unlawful arrest of the Plaintiff Francis Rotonda.

8. The Defendant Mike Lemanowicz is a police officer who aided Defendant Auteri in the investigation of the Plaintiff Francis J. Rotonda and who thereafter conspired with others to cover up the facts and circumstances of Plaintiff's unlawful arrest.

9. The Defendant Vincent Auteri is the police officer who interrogated the Plaintiff Francis J. Rotonda at the Police Headquarters in Lyndhurst, New Jersey and participated in the unlawful arrest of the Plaintiff Francis J. Rotonda.

10. The Defendant Richard Pizzuti is a police officer who was present at the scene of the Plaintiff Francis J. Rotonda's unlawful arrest and who thereafter conspired with others to cover up the facts and circumstances of such unlawful arrest.

11. The Defendant Anthony Alexander is a police officer who was present at the scene of the Plaintiff Francis J. Rotonda's unlawful arrest and who thereafter conspired with others to cover up the facts and circumstances of such unlawful arrest.

12. Defendant Borough of Oakland is the municipal entity which is responsible for setting the policy governing its police department and the training of the police officers who work therein.

13. The Defendant Police Department of the Borough of Oakland is responsible for hiring and training the members of the Police Department.

14. The Defendant Bart Pagerie is the Oakland police officer who provided the Lyndhurst Police Department with a photograph the Oakland Police Department had maintained on file from a previous DWI arrest of the Plaintiff Francis J. Rotonda that occurred on or about September 3, 2009, and participated in the unlawful arrest of the Plaintiff Francis Rotonda and who thereafter conspired with others to cover up the facts and circumstances of such unlawful arrest.

15. Defendants John Does 1 through 10 are the fictitious names for the other Defendants, some of whom are believed to be members of the Police Department of the Township of Lyndhurst, and others are believed to be other employees of such Police

Department, the identities of which are presently unknown to the Plaintiff and who participated in the tortious and wrongful conduct against the Plaintiff herein.

BACKGROUND

16. On March 18, 2016, at approximately 7:06 p.m., an unidentified white male suspect entered Riverside Liquors, located at 601 Riverside Avenue, in Lyndhurst, New Jersey, and stole eighteen (18) assorted bottles of alcohol while the store employee was asleep behind the checkout counter.

17. The incident was reported to the Lyndhurst Police Department on or about March 19, 2016 by a representative of Riverside Liquors.

18. On April 8, 2016, Defendant Auteri issued a bulletin through the law enforcement community which contained photos of the suspect acquired from the store's surveillance video.

19. On May 6, 2016, Defendant Auteri distributed photos of the suspect to the media in an attempt to identify the suspect.

20. On May 8, 2016, Defendant Pagerie of the Oakland Police Department contacted the Lyndhurst Police Department and explained that he believed the suspect to be Plaintiff Francis J. Rotonda based on a photograph the Oakland Police Department had on file from Plaintiff's previous DWI arrest which occurred on September 3, 2009, and provided the Lyndhurst Police Department with a copy of the 2009 mugshot.

21. On May 16, 2016, Defendant Kerner conducted a photographic line-up and the store employee was unable to positively identify Plaintiff as the suspect.

22. On May 20, 2016, Defendant Lemanowicz and Defendant Auteri responded to the Plaintiff's home and place of business for the purpose of locating and questioning Plaintiff Francis J. Rotonda.

23. Being unable to locate Plaintiff at both locations, Defendant Auteri left his business card at the Plaintiff's place of business.

24. On May 25, 2016, Plaintiff Francis J. Rotonda went to the Lyndhurst Police Department when he was interrogated by Defendant Auteri, a police officer of the Township of Lyndhurst.

25. Defendant Auteri was informed by Plaintiff that he was not in the Township of Lyndhurst on the date of the incident and that he was at a friend's engagement party in the Borough of Emerson at the time of the incident.

26. Defendant Auteri ignored the Plaintiff's alibi and falsely arrested the Plaintiff without a warrant or probable cause.

27. The Plaintiff Francis J. Rotonda was arrested at approximately 12:11 p.m. on May 25, 2016 and charged with third degree theft.

28. Defendant Auteri conspired with Defendants Kerner, Lemanowicz, Pizutti, Alexander, Pagerie and others to cover up the facts and circumstances of the unlawful arrest of Plaintiff by making false statements concerning the circumstances of his arrest.

29. The case was subsequently dismissed from Municipal Court and Plaintiff was therefore acquitted of the false charges.

FIRST COUNT
(False Arrest)

30. Plaintiff repeats and reiterate the allegations set forth in the paragraphs entitled Parties and Background as though fully set forth herein.

31. Through the willful misconduct and or gross negligence of the Defendants, the Plaintiff Francis J. Rotonda was falsely arrested and falsely remanded into custody.

32. Defendant Auteri conspired with the Defendants Kerner, Lemanowicz, Pizutti, Alexander, Pagerie and others to cover up and conceal the facts and circumstances surrounding the wrongful arrest of Plaintiff Francis J. Rotonda by making false statements concerning the circumstances of his arrest, and thereafter failing to dismiss the charges as it was revealed that Plaintiff had no involvement in the crime charged.

33. By virtue of the actions of Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander, Borough of Oakland, Police Department of the Borough of Oakland, Bart Pagerie and John Does 1 through 10, the Plaintiff Francis J. Rotonda has been damaged by the willful misconduct and/or gross negligence of these Defendants.

WHEREFORE, Plaintiff Francis J. Rotonda demands judgment jointly and severally against the Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander, Borough of Oakland, Police Department of the Borough of Oakland, and Bart Pagerie, as follows:

- (a) For compensatory damages, interest and costs of suit,
- (b) For punitive damages
- (c) For reasonable attorneys' fees, and
- (d) For such other and further relief as the Court may deem equitable and just.

SECOND COUNT
(False Imprisonment)

34. Plaintiff repeats and reiterates the allegations set forth in the paragraphs entitled Parties, Background and First Count as though fully set forth herein.

35. The willful misconduct and/or gross negligence of Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander, Borough of Oakland, Police Department of the Borough of Oakland, Bart Pagerie, as well as John Does 1 through No. 10 led to the false imprisonment of the Plaintiff Francis J. Rotonda.

36. Plaintiff was harmed by this confinement and painfully conscious of same.

37. The Defendant Auteri willfully conspired with the Defendants and others to cover up the facts and circumstances surrounding the false arrest of the Plaintiff Francis J. Rotonda through his false statements concerning the circumstances of the arrest of Plaintiff, and thereafter failing to dismiss the charges as it is revealed that Plaintiff had no involvement in the crime charged.

38. By virtue of the actions of the Defendants, Plaintiff has been damaged.

WHEREFORE, Plaintiff Francis J. Rotonda demands judgment jointly and severally against the Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander, Borough of Oakland, Police Department of the Borough of Oakland, Bart Pagerie, as well as John Does No. 1 through No. 10, as follows:

- (a) For compensatory damages, interest and costs of suit,
- (b) For punitive damages,
- (c) For reasonable attorneys' fees, and

- (d) For such other relief as the Court may deem equitable and just.

THIRD COUNT
(Conspiracy 42 U.S.C. 1985)

39. Plaintiff repeats and reiterates the allegations set forth in the paragraphs entitled Parties, Background, First Count and Second Count as though fully set forth herein.

40. The unlawful arrest, imprisonment, and the demeaning circumstances of the Plaintiff's incarceration constituted the intentional infliction of emotional distress upon the Plaintiff by Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander, Borough of Oakland, Police Department of the Borough of Oakland, Bart Pagerie and John Does 1 through 10.

41. Defendant Auteri conspired with the Defendants and others to cover up and conceal the circumstances surrounding the unlawful arrest of the Plaintiff Francis J. Rotonda by making false statements concerning the circumstances of the arrest of Plaintiff Francis J. Rotonda, and thereafter failing to dismiss the charges as it is revealed that Plaintiff had no involvement in the crime charged.

42. By virtue of the actions of the Defendants, Plaintiff has been damaged.

WHEREFORE, Plaintiff Francis J. Rotonda demands judgment jointly and severally against the Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander, Borough of Oakland, Police Department of the Borough of Oakland, Bart Pagerie and John Does No. 1 through 10, as follows:

- (a) For compensatory damages, interest and costs of suit,

- (b) For punitive damages,
- (c) For reasonable attorneys' fees, and
- (d) For such other and further relief as the Court may deem equitable and just.

FOURTH COUNT
(Malicious Prosecution)

43. Plaintiff repeats and reiterates the allegations set forth in the paragraphs entitled Parties, Background, First Count, Second Count and Third Count as though fully set forth herein.

44. Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, and Anthony Alexander, instituted criminal proceedings against Plaintiff for an improper purpose and without probable cause.

45. The prosecution in this matter has been resolved in the Plaintiff's favor.

46. By virtue of the actions of the Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander and John Does No. 1 through 10, Plaintiff Francis J. Rotonda has been damaged, including but not limited to: deprivation of liberty, suffering, bail, legal expenses, loss of wages, emotional distress and humiliation.

WHEREFORE, Plaintiff Francis J. Rotonda demands judgment jointly and severally against the Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander and John Does No. 1 through 10, as follows:

- (a) For compensatory damages, interest and costs of suit,

- (b) For punitive damages,
- (c) For reasonable attorneys' fees, and
- (d) For such other and further relief as the Court may deem equitable and just.

FIFTH COUNT
(Violation of 42 USC 1983)

47. Plaintiff repeats and reiterates the allegations set forth in the paragraphs entitled Parties, Background, First Count, Second Count, Third Count and Fourth Count as though set fully at length herein.

48. The actions of Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander, Borough of Oakland, Police Department of the Borough of Oakland, Bart Pagerie and John Does No. 1 through 10 as aforesaid, taken in their official and personal capacities, had the effect of depriving the Plaintiff herein of his rights, privileges, and immunities secured by the Constitution of the United States, including the Plaintiff's equal protection rights, and procedural and substantive due process rights under the Fifth and Fourteenth Amendments, and Plaintiff's rights under the laws of the United States thereunder. All such acts, actions and failures to act were done under color of state law.

49. As a result of the actions of the Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander, Borough of Oakland, Police Department of the Borough of Oakland, Bart Pagerie and John Does No. 1 through 10 as aforesaid, the Plaintiff has been damaged, and deprived of her federal civil rights as aforesaid, and as prohibited by 42 USC 1983.

WHEREFORE, Plaintiff demands judgment jointly and severally against the Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander, Borough of Oakland, Police Department of the Borough of Oakland, Bart Pagerie and John Does No. 1 through 10, as follows:

- (a) For compensatory damages, interest and costs of suit,
- (b) For punitive damages,
- (c) For reasonable attorneys' fees, and
- (d) For such other and further relief as the Court may deem equitable and just.

SIXTH COUNT
(Violation of 42 U.S.C. 1983)

50. Plaintiff repeats and reiterates the allegations set forth in the paragraphs entitled Parties, Background, First Count, Second Count, Third Count, Fourth Count and Fifth Count as though fully set forth herein.

51. The actions of the Defendant Police Department of the Township of Lyndhurst in failing to develop policies, set practices, maintain customs, provide adequate training for and proper supervision of police officers and other personnel and ensure proper hiring practices with regard to such police officers and other personnel as witnessed in the unconstitutional behavior of Defendants Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander and John Does 1 through 10 towards Plaintiff Francis J. Rotonda demonstrates a reckless disregard of or deliberate indifference to the Constitutional protected rights of citizens who come into contact with police officers and other police department employees.

52. By virtue of the actions of the Defendant the Police Department of the Township of Lyndhurst, the Plaintiff Francis J. Rotonda has been damaged.

WHEREFORE, Plaintiff Francis J. Rotonda demands judgment jointly and severally against the Defendants the Police Department of the Township of Lyndhurst and the Township of Lyndhurst as follows:

- (a) For compensatory damages, interest and costs of suit,
- (b) For punitive damages,
- (c) For reasonable attorneys' fees, and
- (d) For such other and further relief as the Court may deem equitable and just.

SEVENTH COUNT
(Violation of 42 U.S.C. 1983)

53. Plaintiff Francis J. Rotonda repeats and reiterates the allegations of the paragraphs entitled Parties, Background, First Count, Second Count, Third Count, Fourth Count, Fifth Count and Sixth Count as though fully set forth therein.

54. The actions of the Defendant Township of Lyndhurst in failing with respect to its police department, police officers and other police department personnel to develop policies, set practices, maintain customs, provide adequate training for and proper supervision and ensure proper hiring practices as witnessed in the unconstitutional behavior of Defendants Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander and John Does 1 through 10 towards Plaintiff Francis J. Rotonda demonstrates a reckless disregard of or deliberate indifference to the Constitutional protected rights of citizens who come into contact with police officers and other police department employees.

WHEREFORE, Plaintiff Francis J. Rotonda demands judgment against the Defendant Township of Lyndhurst as follows:

- (a) For compensatory damages, interest and costs of suit,
- (b) For punitive damages,
- (c) For reasonable attorneys' fees, and
- (d) For such other and further relief as the Court may deem equitable and just.

EIGHT COUNT
(Violation of 42 U.S.C. 1983)

55. Plaintiff repeats and reiterates the allegations set forth in the paragraphs entitled Parties, Background, First Count, Second Count, Third Count, Fourth Count, Fifth Count, Sixth Count and Seventh Count as though fully set forth herein.

56. The actions of the Defendant Police Department of the Borough of Oakland in failing to develop policies, set practices, maintain customs, provide adequate training for and proper supervision of police officers and other personnel and ensure proper hiring practices with regard to such police officers and other personnel as witnessed in the unconstitutional behavior of Defendant Bart Pagerie and John Does 1 through 10 towards Plaintiff Francis J. Rotonda demonstrates a reckless disregard of or deliberate indifference to the Constitutional protected rights of citizens who come into contact with police officers and other police department employees.

57. By virtue of the actions of the Defendant the Police Department of the Borough of Oakland, the Plaintiff Francis J. Rotonda has been damaged.

WHEREFORE, Plaintiff Francis J. Rotonda demands judgment jointly and severally against the Defendants the Police Department of the Borough of Oakland and the Borough of Oakland as follows:

- (a) For compensatory damages, interest and costs of suit,
- (b) For punitive damages,
- (c) For reasonable attorneys' fees, and
- (d) For such other and further relief as the Court may deem equitable and just.

NINTH COUNT
(Violation of 42 U.S.C. 1983)

58. Plaintiff Francis J. Rotonda repeats and reiterates the allegations of the paragraphs entitled Parties, Background, First Count, Second Count, Third Count, Fourth Count, Fifth Count, Sixth Count, Seventh Count and Eight Count as though fully set forth therein.

59. The actions of the Defendant Borough of Oakland in failing with respect to its police department, police officers and other police department personnel to develop policies, set practices, maintain customs, provide adequate training for and proper supervision and ensure proper hiring practices as witnessed in the unconstitutional behavior of Defendant Bart Pagerie and John Does 1 through 10 towards Plaintiff Francis J. Rotonda demonstrates a reckless disregard of or deliberate indifference to the Constitutional protected rights of citizens who come into contact with police officers and other police department employees.

WHEREFORE, Plaintiff Francis J. Rotonda demands judgment against the Defendant Borough of Oakland as follows:

- (a) For compensatory damages, interest and costs of suit,
- (b) For punitive damages,
- (c) For reasonable attorneys' fees, and
- (d) For such other and further relief as the Court may deem equitable and just.

TENTH COUNT
(Violation of New Jersey Civil Rights Act N.J.S.A. 10:6-2)

60. Plaintiff Francis J. Rotonda repeats and reiterates the allegations of the paragraphs entitled Parties, Background, First Count, Second Count, Third Count, Fourth Count, Fifth Count, Sixth Count, Seventh Count, Eight Count and Ninth Count as though fully set forth herein.

61. Plaintiff has been denied and deprived of substantive due process and/or equal protection rights, privileges or immunities secured by the Constitution and laws of the United States, and substantive rights, privileges and immunities secured by the Constitution and laws of the State of New Jersey, and Plaintiff's exercise and enjoyment of the substantive rights, privileges and immunities secured by the Federal Constitution and laws, and state Constitution and laws, have been interfered with, or attempted to be interfered with, by threats, intimidation and coercion, by the acts of the Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander, Borough of Oakland, Police Department of the Borough of Oakland, Bart Pagerie and John Does No. 1 through 10, both in their official and personal capacities.

62. As a result of the actions of the Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander, Borough of Oakland, Police Department of the Borough of Oakland, Bart Pagerie and John Does No. 1 through 10 as aforesaid, Plaintiff has been denied and deprived of the substantive due process and/or equal protection rights, privileges and immunities secured by the Constitutional laws of the United States and the substantive rights, privileges and immunities secured by the

Constitution and laws of the State of New Jersey, and denied and deprived of his federal civil rights as aforesaid, and as made actionable by N.J.S.A. 10:6-2.

WHEREFORE, Plaintiff Francis J. Rotonda demands judgment jointly and severally against the Defendants Township of Lyndhurst, Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizutti, Anthony Alexander, Borough of Oakland, Police Department of the Borough of Oakland, Bart Pagerie and John Does No. 1 through 10, as follows:

- (a) For compensatory damages, interest and costs of suit,
- (b) For punitive damages,
- (c) For reasonable attorneys' fees, and
- (d) For such other and further relief as the Court may deem equitable and just.

JURY DEMAND

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

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, you are hereby advised that Juan C. Moran, Esq. of the firm of Werner Suarez Moran, LLC is hereby designated as trial counsel for this matter.

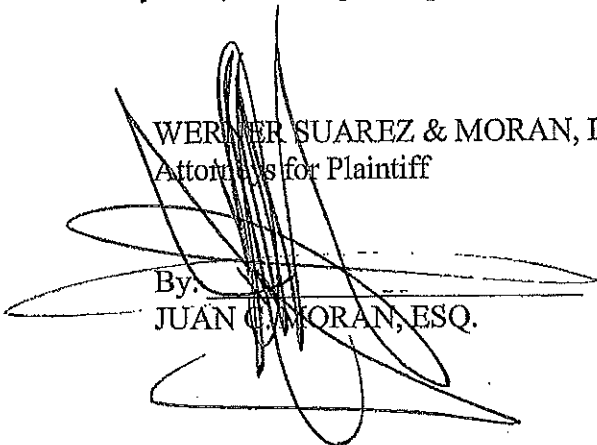
CERTIFICATION PURSUANT TO R. 4:5-1

I certify that the above matter and controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, and I have no knowledge that any other action or arbitration proceeding is contemplated. To the best of my knowledge, no non-party should be joined in this action.

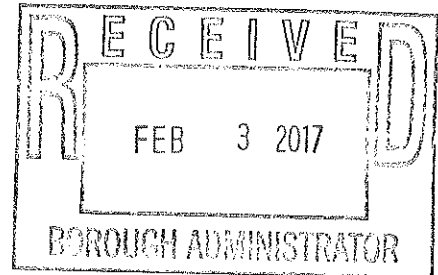
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

WERNER SUAREZ & MORAN, LLC
Attorneys for Plaintiff

DATED: January 16, 2018

By: 
JUAN C. MORAN, ESQ.

Hoyt & Hoyt, P.C.
1776 On the Green
67 Park Place, 5th Floor
Morristown, NJ 07960
(973) 292-2299
Attorneys for Plaintiff(s)
File No. 9209\200991



John J. Roy and Denise Roy, H/W,
Plaintiff(s),

vs.

Frank Fiore, Borough of Oakland, Borough of
Oakland Police Department, John Doe 1-5
and ABC Corp. 1-5 (the last two names being
fictitious and unknown),

Defendant(s).

SUPERIOR OF NEW JERSEY
LAW DIVISION: BERGEN
DOCKET NO. BER-L-4048-16

Civil Action

SUMMONS

From the State of New Jersey, To the Defendant(s) Named Above:

BOROUGH OF OAKLAND

The plaintiff, named above has filed a lawsuit against you in the Superior Court of New Jersey. The Complaint attached to this summons states the basis for this lawsuit. If you dispute this Complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided. An \$135.00 file fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

/s/ Donald F. Phelan
DONALD F. PHELAN

DATED: February 3, 2017

Name of Defendant to Be Served: Borough of Oakland
One Municipal Plaza, Oakland, NJ 07436

RECEIVED MAY 31 2016

Hoyt & Hoyt, P.C.
1776 On the Green
67 Park Place, 5th Floor
Morristown, NJ 07960
(973) 292-2299
Attorneys for Plaintiff(s)
File No. 9209\200991

SUPERIOR COURT BERGEN COUNTY
FILED

MAY 19 2016

James J. [Signature]
DEPUTY CLERK

John J. Roy and Denise Roy, H/W,

Plaintiff(s),

vs.

Police Officer Frank Fiore, Borough of
Oakland, Oakland Police Department, John
Doea 1-5 and ABC Corp. 1-5 (the last two
names being fictitious and unknown),
Defendant(s).

SUPERIOR OF NEW JERSEY
LAW DIVISION: BERGEN
DOCKET NO. BER-L- 4048-16

Civil Action

COMPLAINT & JURY DEMAND

Plaintiffs, John J. Roy and Denise Roy, H/W, residing at 12 Silver Birch Avenue, Borough of Oakland, County of Bergen and State of New Jersey, complaining of Defendants,) Police Officer Frank Fiore, Borough of Oakland and Oakland Police Department, says:

FIRST COUNT

1. On or about March 23, 2016, Plaintiff, John Roy, was the operator of a certain motor vehicle which motor vehicle was traveling eastbound on Oak Street in the Borough of Oakland, County of Bergen and State of New Jersey.

2. On or about March 23, 2016, Defendant, Police Office Frank Fiore, was the operator of a certain motor vehicle owned by Defendants, Borough of Oakland and Oakland Police Department, which motor vehicle was being operated as a permissive user of the owner and/or as the agent, servant and/or employee of the owner and which motor vehicle was also traveling southbound on Route 202 (Ramapo Valley Road) in the Borough of Oakland, County of Bergen and State of New Jersey.

3. Defendants, Police Officer Frank Fiore, Borough of Oakland and Oakland Police Department, did so negligently and carelessly own, operate and/or maintain the aforesaid motor vehicle so as to cause same to collide with the vehicle of Plaintiff, John Roy.

4. As a direct and proximate result of the negligence of the Defendants, as aforesaid,

Plaintiff, John Roy, was caused to sustain and did sustain serious and permanent personal injuries requiring the care and treatment of physicians, hospitalization and medication and has been and will in the future continue to be hampered in his daily routine.

WHEREFORE, Plaintiff, John Roy, demands judgment against the Defendants, Police Officer Frank Fiore, Borough of Oakland and Oakland Police Department, jointly, severally or in the alternative, in the amount of his damages together with interest and costs of suit.

SECOND COUNT
PROPERTY DAMAGE

1. Plaintiffs, John J. Roy and Denise Roy, H/W, repeat and reiterate each and every allegation of the First Count of this Complaint and makes them a part herein.

2. At the time of the accident, Plaintiffs, John J. Roy and Denise Roy, H/W, were the owners of a motor vehicle and as a direct and proximate result of the negligence of Defendants, Police Officer Frank Fiore, Borough of Oakland and Oakland Police Department, said motor vehicle was caused to be damaged and did depreciate in value.

WHEREFORE, Plaintiffs, John J. Roy and Denise Roy, H/W, demand Judgment against Defendants, Police Officer Frank Fiore, Borough of Oakland and Oakland Police Department, for damages, interest and costs of suit on this Second Count.

THIRD COUNT
PER QUOD

1. Plaintiff, Denise Roy, repeats and reiterates each and every allegation of the First and Second Counts of this Complaint and makes them a part herein.

2. At the time of the accident and down to the present time, Plaintiff, Denise Roy, has been the spouse of John J. Roy and as such is entitled to love, services and consortium, all of which has been deprived of due to the negligence of Defendants.

WHEREFORE, Plaintiffs, John J. Roy and Denise Roy, H/W, demand Judgment against Defendants, Police Officer Frank Fiore, Borough of Oakland and Oakland Police Department for damages, interest and costs of suit on this Third Count.

FOURTH COUNT
XYZ COUNT

1. Plaintiffs, John J. Roy and Denise Roy, H/W, repeats and reiterates each and every allegation of the First, Second, and Third Counts of this Complaint and makes them a part herein.

2. At all relevant times, Defendants, John Does 1-5 and ABC Corp. 1-5, said names being fictitious, negligently, recklessly and carelessly owned and operated the vehicle driven by Defendant, Police Officer Frank Fiore, and involved in the within motor vehicle accident, and were otherwise negligent.

3. As a result of the aforesaid, Plaintiffs, John J. Roy and Denise Roy, H/W, sustained injuries causing permanent disability and injury, have incurred or in the future will incur expenses for the treatment of injuries, have been disabled and in the future will be disabled and unable to perform their usual functions, have been and caused in the future will be caused great pain and suffering to their great loss and damage.

WHEREFORE, Plaintiffs, John R. Roy and Denise Roy, H/W, demand Judgment against Defendants, Police Officer Frank Fiore, Borough of Oakland, Oakland Police Department, John Does 1-5 and ABC Corp. 1-5 (the last two names being fictitious and unknown), for damages jointly, severally or in the alternative, together with interest and costs of suit on this Count.

DEMAND FOR ANSWERS TO FORM C INTERROGATORIES

..... Demand is hereby made that Defendants provide answers to Form C Interrogatories within
the time prescribed by the rules of court.

JURY DEMAND

PLEASE TAKE NOTICE that Plaintiffs pursuant to Rule 4:35-1 hereby demands a trial by Jury as to all issues.

CERTIFICATION

I hereby certify that this matter is not the subject matter of any other suit presently pending in any other Court or in any American Arbitration proceedings. At this time no other Court proceeding or American Arbitration proceeding is contemplated.

DESIGNATION OF COUNSEL

John S. Hoyt, III is hereby designated as trial counsel in this matter.

HOYT & HOYT, P.C.

BY:

JOHN S. HOYT, III
Attorney for Plaintiff

DATED: May 17, 2016

RECEIVED JUL 28 2016

Hoyt & Hoyt, P.C.
1776 On the Green
67 Park Place, 5th Floor
Morristown, NJ 07960
(973) 292-2299
Attorneys for Plaintiff(s)
File No. 9209\200991

FILED

JUL 25 2016

ROBERT C. WILSON, J.S.C.

John J. Roy and Denise Roy, H/W,
Plaintiff(s),

vs.

Frank Fiore, Borough of Oakland Police
Department, Borough of Oakland, John Doe
1-5 and ABC Corp. 1-5 (the last two names
being fictitious and unknown),

Defendant(s).

SUPERIOR OF NEW JERSEY
LAW DIVISION: BERGEN
DOCKET NO. BER-L-4048-16

Civil Action

**CONSENT ORDER DISMISSING
COMPLAINT WITHOUT PREJUDICE**

This matter having been open to the court by John S Hoyt III, Esq. as counsel for Plaintiffs, John J. Roy and Denise Roy H/W, and counsel for defendant having indicated his consent below,

IT IS ON THIS ____ DAY OF JUNE, 2016

ORDERED that this matter be entered hereby is dismissed without prejudice, and it is further

ORDERED that the parties shall attempt to resolve this case over the next six months, and
it is further

ORDERED that any event this case is not resolved, and Plaintiffs are desirous of reinstituting
this litigation, defendant consents to same, and plaintiff may reinstate this litigation on upon a filing
of this order with the Clerk of the Court at which point the case shall be reinstated without additional
filing fee, and it is further

ORDERED that a copy of this order shall be served upon all counsel within ____ Days of the
date hereof.

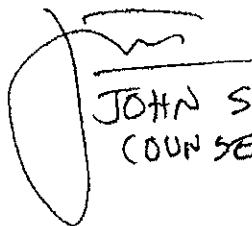

ROBERT C. WILSON, J.S.C.

July 25th, 2016
Date

I hereby consent to the ^{form and} ~~foreman~~ entry of the above order.


Dermot Doyle Esquire

6/29/16
Date


JOHN S. HOYT
COUNSEL FOR JOHN J. ROY

6/22/16

RELEASE

This Release, dated March 18, 2019, is given:

BY: the Releasor, FRANCIS J. ROTONDA, referred to as "I",

TO: the Releasees, BOROUGH OF OAKLAND, POLICE DEPARTMENT OF THE BOROUGH OF OAKLAND and BART PAGERIE, their predecessors, successors, assigns, subsidiaries, affiliates, agents, servants, employees, officers or directors, referred to as "You" or "Your",

1. **Release.** I release and give up any and all claims and rights that I may have against **YOU**. This releases all claims, including those of which I am not aware and those not specifically mentioned in this Release. This Release applies to claims resulting from anything that has happened up to now or may occur in the future. I specifically release the following claims:

I hereby forever release, acquit, and discharge **YOU** from any and all claims, demands, duties, obligations, liabilities, damages, actions, and causes of action of any kind or nature whatsoever, whether in contract, tort, or otherwise, that each Party now has, had, or may have against any other Party that arise out of or pertain to this claim, as more specifically contained in the Complaint titled Francis J. Rotonda v. Township of Lyndhurst, et al., filed in the United States District Court, District of New Jersey, under **Civil Action No.: 2:18-CV-00628 (JLL) (JAD)**. With respect to the claims specifically released herein, **YOU** and I agree they include all claims of every kind and nature, past and present, known or unknown, suspected or unsuspected relating to the above referenced matter, including attorney's fees.

The purpose of the Release is to terminate all disputes and litigation between the parties hereto. It is further understood that this Release represents a compromise of a disputed claim and an economic settlement to avoid the further expenditure of attorney's fees and other costs that would result from continued and protracted litigation. The Releasees make no admission of liability with respect to the claims of the Releasor, nor have Releasees admitted to any wrongdoing or to any violation of any state or federal law in the resolution of this litigation.

2. **Payment.** I will be paid a total of \$1,500.00 by Releasees, in full payment for making this Release. I agree that I will not seek anything further including any other payment from **YOU**.

3. **Liens.** In consideration of the settlement proceeds to be paid to me, I agree to pay and fully satisfy, from the settlement proceeds and before the distribution of any of those proceeds to me, any and all liens, whether public or private, for any medical, income or other benefits received by the Releasor, or paid to any third party for the benefit of the Releasor, or paid by any

third party for the benefit of the Releasor arising from the accident that forms the basis of this matter, including, but not limited to, liens asserted by any healthcare provider, hospital, insurer or attorney for medical expenses, hospital expenses, lost earnings, payments, attorney liens, subrogation claims or liens, any Workers Compensation liens or other statutorily mandated liens such as any Child Support Lien imposed by law (see N.J.S.A. 2A:17-56.23b) and any future lien by any provider as outlined above which has not been previously made known to the parties herein as a result of the accident/occurrence in issue. I further agree to indemnify, defend and hold harmless the Releasee, as identified in this Release, and their representatives, attorneys and insurance carrier, from any liability for the non-payment of any liens or obligations up to the amount of the settlement.

4. **Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for **YOUR** benefit and all who succeed to **YOUR** rights and responsibilities, such as **YOUR** predecessors, successors, assigns, parents, subsidiaries, affiliates, agents, servants, employees, officers, directors and shareholders

5. **Signatures.** I understand and agree to the terms of this Release. Each of the terms of this Agreement is binding upon each of the signatories hereto, their respective heirs, successors, assigns, agents, servants, transferees, representatives and principals. If any provision of this Agreement or any portion of any provision of this Agreement is declared null and void or unenforceable by any court or tribunal having jurisdiction, then such provision or such portion of such provision shall be considered separate and apart from the remainder of this Agreement, which shall remain in full force and effect.

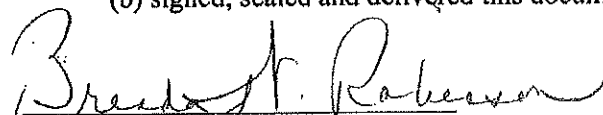
THE UNDERSIGNED HAS READ THE FOREGOING SETTLEMENT AGREEMENT AND RELEASE, FULLY UNDERSTAND IT AND AGREES TO ABIDE BY ITS TERMS.

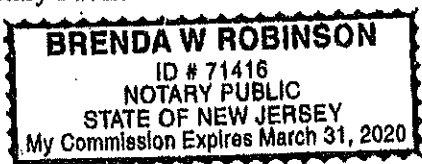

FRANCIS J. ROTONDA

STATE OF NEW JERSEY, COUNTY OF Bergen SS.:

I CERTIFY that on March 18 2019, FRANCIS J. ROTONDA personally came before me and acknowledged under oath, to my satisfaction, that he:

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


Notary Public



FILED

JUL 10 2018

Order Prepared by the Court

LISA PEREZ FRISCIA, J.S.C.

JOHN J. ROY and DENISE ROY, H/W,

Plaintiff(s),

vs.

POLICE OFFICER FRANK FIORE,
BOROUGH OF OAKLAND, OAKLAND
POLICE DEPARTMENT, ET AL.,

Defendant(s).

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – BERGEN COUNTY
DOCKET NO. BER-L-4048-16**

Civil Action

ORDER OF DISMISSAL

THIS MATTER having come before this Court and it having been represented by counsel that this case has been settled as to all issues and parties;

IT IS on this 10th day of July 2018,

ORDERED that the complaint in the above captioned matter be, and is hereby dismissed by consent.



HON. LISA PEREZ FRISCIA, J.S.C.

ORDER

Norton, Murphy, Sheehy & Corrubia, P.C.

PNC Bank Building

One Garret Mountain Plaza (5th Floor)

Woodland Park, New Jersey 07424-3396

Phone (973) 881-1101

Fax (973) 881-1369

Attorneys for Defendant(s), Township of Lyndhurst, The Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizzuti and Anthony Alexander

By: Harry D. Norton, Jr. (HN-7839)

FRANCIS J. ROTONDA,

Plaintiff(s),

vs.

TOWNSHIP OF LYNDHURST, THE
POLICE DEPARTMENT OF THE
TOWNSHIP OF LYNDHURST, VINCENT
AUTERI, JOHN KERNER, MIKE
LEMANOWICZ, RICHARD PIZZUTI,
ANTHONY ALEXANDER, BOROUGH
OF OAKLAND, POLICE DEPARTMENT
OF THE BOROUGH OF OAKLAND,
BART PAGERIE, AND JOHN DOES 1
THROUGH 10 (Fictitious names
representing persons whose names are
presently unknown),

Defendant(s).

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

Civil Action No.: 2:18-CV-00628-JLL-JAD

Civil Action

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

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

WERNER SUAREZ & MORAN, LLC,
Attorneys for Plaintiff, Francis J. Rotonda

By: 
EVELYN RODRIGUEZ

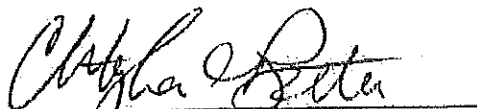
Dated: March 18, 2019

NORTON, MURPHY, SHEEHY & CORRUBIA, P.C.
Attorneys for Defendants, Township of Lyndhurst, The Police Department of the Township of
Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizzuti and Anthony
Alexander

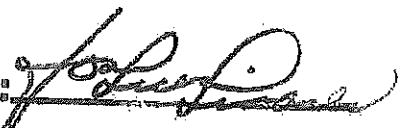
By: 
HARRY D. NORTON, JR.

Dated: 3/21/19, 2019

BOTTA ANGELI, L.L.C.
Attorneys for Defendants, Borough of Oakland, Police Department of the
Borough of Oakland and Bart Pagerie

By: 
CHRISTOPHER C. BOTTA

Dated: 3/26/19, 2019

SO ORDERED: 

DATED: 4-2-2019

ORDER

Norton, Murphy, Sheehy & Corrubia, P.C.

PNC Bank Building

One Garret Mountain Plaza (5th Floor)

Woodland Park, New Jersey 07424-3396

Phone (973) 881-1101

Fax (973) 881-1369

Attorneys for Defendant(s), Township of Lyndhurst, The Police Department of the Township of Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizzuti and Anthony Alexander

By: Harry D. Norton, Jr. (HN-7839)

FRANCIS J. ROTONDA,

Plaintiff(s),

vs.

TOWNSHIP OF LYNDHURST, THE
POLICE DEPARTMENT OF THE
TOWNSHIP OF LYNDHURST, VINCENT
AUTERI, JOHN KERNER, MIKE
LEMANOWICZ, RICHARD PIZZUTI,
ANTHONY ALEXANDER, BOROUGH
OF OAKLAND, POLICE DEPARTMENT
OF THE BOROUGH OF OAKLAND,
BART PAGERIE, AND JOHN DOES 1
THROUGH 10 (Fictitious names
representing persons whose names are
presently unknown),

Defendant(s).

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY
Civil Action No.: 2:18-CV-00628-JLL-JAD

Civil Action

**STIPULATION OF DISMISSAL
WITH PREJUDICE**

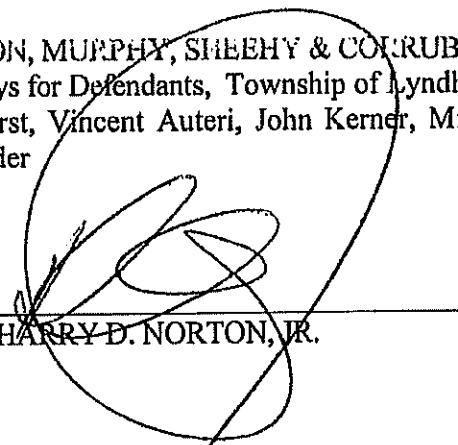
The matter in difference in the above entitled action having been amicably adjusted by and between the Plaintiff and the Defendant, it is hereby stipulated and agreed that the same be and it is hereby dismissed without costs against either party, **with prejudice.**

WERNER SUAREZ & MORAN, LLC,
Attorneys for Plaintiff, Francis J. Rotonda

By: 
EVELYN RODRIGUEZ

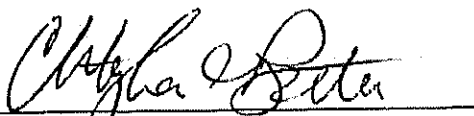
Dated: March 18, 2019

NORTON, MURPHY, SHEEHY & CORRUBIA, P.C.
Attorneys for Defendants, Township of Lyndhurst, The Police Department of the Township of
Lyndhurst, Vincent Auteri, John Kerner, Mike Lemanowicz, Richard Pizzuti and Anthony
Alexander

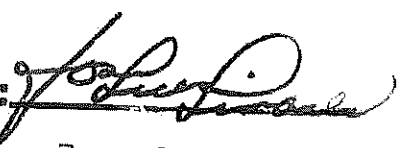
By: 
HARRY D. NORTON, JR.

Dated: 3/21/19, 2019

BOTTA ANGELI, L.L.C.
Attorneys for Defendants, Borough of Oakland, Police Department of the
Borough of Oakland and Bart Pagerie

By: 
CHRISTOPHER C. BOTTA

Dated: 3/26/19, 2019

SO ORDERED: 

DATED: 4-2-2019



SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (hereinafter referred to as the "Agreement") is entered into this 9 day of July, 2018, by and between Plaintiffs, JOHN R. ROY and DENISE ROY (hereinafter referred to as "Plaintiffs"), POLICE OFFICER FRANK FIORE, BOROUGH OF OAKLAND and OAKLAND POLICE DEPARTMENT (hereinafter referred to as "Defendants"), and Defendants' insurance carriers, the Bergen County Municipal Joint Insurance Fund (hereinafter referred to as "BCMJIF") and the Municipal Excess Liability Fund (hereinafter referred to as "MEL"). Plaintiffs, Defendants, BCMJIF, and MEL, as identified above, may also be referred to collectively as the "Parties."

RECITALS

WHEREAS, Plaintiffs commenced a lawsuit against Defendants in the Superior Court of New Jersey, Bergen County, bearing Docket No. BER-L-4048-16 (hereinafter referred to as the "Action"); and,

WHEREAS, the Parties desire that the Action and all disputes and claims between them shall be immediately settled, finally compromised, terminated, and dismissed with prejudice unless noted otherwise, and that they be spared the time and expense of further litigation and costs between them;

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

1. Following receipt by Defendants' attorneys of fully executed copies of this Agreement and the Stipulation of Dismissal referenced in Paragraph 3 herein, Defendants shall deliver to Plaintiffs a settlement check in the total amount of Five Hundred Fifty- Thousand Dollars (\$550,000.00) (hereinafter referred to as the "Settlement Funds"), which shall be made payable to "JOHN R. ROY, DENISE ROY and HOYT & HOYT, P.C." The Settlement Funds shall

represent the total and only payment to Plaintiffs and their attorney, by Defendants, BCMJIF and/or MEL in connection with the Action and for any other consideration provided to Defendants or Releasees (as that term is defined below) by Plaintiffs.

2. As partial consideration for the settlement payment to be made by Defendants, and as an express condition for this Agreement, Plaintiffs hereby expressly represent that they have not assigned or transferred, and covenant that they will not assign or otherwise transfer: (a) any claims they have or may have against Defendants and their agents, representatives, and employees; and (b) any rights that they may have to assert claims against Defendants and their agents, representatives, and employees.
3. As partial consideration for the settlement payment to be made by Defendants, and in connection with this Agreement, Plaintiffs: (1) shall provide Defendants with a duly executed Stipulation of Dismissal with Prejudice (the "Stipulation"); and (2) covenant and agree that for themselves, their heirs, attorneys, representatives, successors and assigns (individually and collectively referred to herein as "Releasers"), they will forever refrain from instituting, maintaining, filing, pressing, collecting, or in any way aiding or proceeding upon, and hereby release and forever discharge Defendants and their prior and current agents, representatives, elected officials, insurers, and employees and their respective successors and assigns (individually and collectively referred to herein as "Releasees") from and against any and all actions, causes of action, suits, rights, debts, sums of money, attorneys' fees, costs, accounts, covenants, controversies, agreements, promises, damages, claims, grievances, arbitrations, or demands whatsoever, whether known or

unknown, accrued or unaccrued, liquidated or contingent, direct or indirect that Plaintiffs now have, or have had from the beginning of the world until the date all Parties execute this Agreement including, but not limited to: (a) any events that Plaintiffs alleged in the Action or in discovery in the Action; (b) any loss, damage, or claim associated with the injuries and/or damages sustained by Plaintiffs as set forth in the Action; (c) any claim under any federal, state, or local law or ordinance, or any other alleged violation of any federal, state or local law or ordinance; (d) any public policy, contract, tort or common law claim; (e) any demand for punitive or exemplary damages, past, current or future health care costs, or for civil or criminal fines or forfeitures; and (f) any demand for costs or litigation expenses including, but not limited to, attorneys' fees. This list is not intended to be exclusive and Releasors intend to discharge Releasees from any other statutory or common law cause of action of every kind and description. The Parties intend that this Release shall discharge Releasees to the maximum extent permitted by law as discussed herein.

4. Releasors warrant and represent that the Federal government, Medicare, Medicaid, insurance companies, physicians, health care institutions, or other health care providers who have or may have bills, claims, liens, subrogation rights, or other causes of action as a result of the care or treatment provided have been notified of this settlement and that, if applicable, the Secondary Payer Mandatory Reporting Provisions in Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 have been complied with. Releasors further warrant and represent that all such claims or liens have or will be satisfied from the sums received pursuant hereto in a timely fashion, as

more specifically set forth in the Medicaid/Medicare Addendum attached hereto and made a part hereof.

5. It is further agreed and understood that the Releasors will be responsible for paying any and all existing or future liens and claims related to this matter, including but not limited to, liens and claims set forth by the Federal government, Medicare, Medicaid, Worker's Compensation or other insurance companies, physicians, or health care institutions. Said liens and claims shall be paid in a timely fashion in conjunction with the distribution of any funds to Plaintiffs or any other individuals. To the extent any such liens or claims may be asserted against the Releasees, Releasors shall be responsible for satisfying or paying all liens and claims, and shall protect, defend, indemnify, and hold harmless the Releasees from any claims or demands by any person, firm, or corporation for bills and expenses related to the incident giving rise to this claim, including, but not limited to, the Federal government, Medicare, Medicaid, Worker's Compensation or other insurance companies, physicians, health care institutions, and any attorneys previously employed by Plaintiffs.
6. As further consideration for the payment of the settlement funds noted above by the parties released hereby, Releasors agree to indemnify and hold harmless the Releasees from and against any and all liens or claims of any nature whatsoever arising in any respect out of this incident, including but not limited to any claims, liens or subrogated interests arising out of medical treatment, nursing care, therapy or other services of any nature whatsoever. Releasors also agree to indemnify the Releasees from any and all liens for services provided by other professionals, including but not limited to any attorneys who may claim a right to fees, costs or other compensation. Plaintiffs and their

attorney hereby waive and release all rights to any claim or cause of action for court costs, attorney's fees, interest, punitive damages or any other rights as against the Releasees herein.

7. Except for the covenants and promises provided herein, the Parties covenant that they will not commence, prosecute, or cause to be commenced or prosecuted against the other party, any action or other proceedings based upon any claims, demands, allegations, causes of action, obligations, damages, or liabilities which are being released by this Agreement, nor will either party seek to challenge the validity of this Agreement except as provided herein.
8. The Parties hereby agree that they will not in any way assist, aid, or participate in the pursuit of any claims or actions against the other party, except in response to a lawfully issued subpoena or other legal process, and represent and warrant that, with the exception of the Action being settled herein, they have not so assisted, aided, or participated prior to the date of this Agreement.
9. The Parties acknowledge that this Agreement has been executed in connection with the compromise and settlement of disputed claims and that this Agreement and the actions taken pursuant thereto do not constitute an acknowledgement, admission, or concession on the part of any Party to the Action regarding liability for any matter alleged in the Action, or precedent upon which a liability may be asserted, and that this settlement is not to be construed as an admission of liability on the part of Defendants or Releasees, by whom liability is expressly denied.
10. The Parties acknowledge that they have been advised by their respective legal counsel in connection with the execution of this Agreement, that this Paragraph constitutes written notice to them of their right to be advised by

legal counsel in connection with this Agreement, and that they understand their respective rights and obligations. The Parties declare, under penalty of perjury, that they have completely read this Agreement, fully understand its terms and contents, and freely, voluntarily, and without coercion enter into this Agreement. Further, the Parties agree and acknowledge that the waiver or release by them of their rights under any federal, state, or local law pursuant to this Agreement is knowing and voluntary, and that it shall be a breach of this Agreement to institute any action or to recover any damages which would be in conflict with or contrary to this acknowledgement.

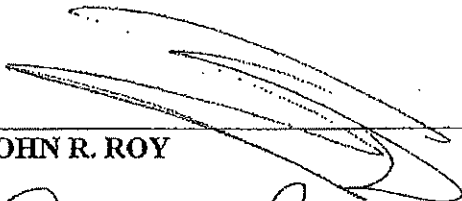
11. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed, and it completely supersedes any prior written or oral agreements or representations concerning the subject matter hereof. Any oral representation or modification concerning this Agreement shall be of no force or effect.
12. This Agreement shall be construed as a whole according to its fair meaning and not strictly for or against any of the Parties. Unless the context indicates otherwise, the term "or" shall be deemed to include the term "and" and the singular or plural number shall be deemed to include the other. Any paragraph or section heading used in this Agreement is intended solely for convenience of reference and shall not be used in interpretation of the Agreement. The general rule of contract interpretation providing that contracts are to be construed against the drafter shall not be applicable to this Agreement. If it is determined by any court of competent jurisdiction that any provision hereof is invalid, the remaining provisions shall remain in full force and effect.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.
14. This Agreement has been signed by Plaintiffs, their attorney and counsel for Defendants on the dates shown next to their respective signatures below, and the persons signing this Agreement have the authority to bind the Parties thereto.

IN WITNESS WHEREOF, the parties have hereunder executed this Settlement Agreement and General Release.

Dated:

7.9.18


JOHN R. ROY

Dated:

7/9/18


DENISE ROY

STATE OF NEW JERSEY)

COUNTY OF)

BERGEN

) SS:

I certify that on July 9, 2018, JOHN R. ROY and DENISE ROY, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person);

(a) is named in and personally signed this document; and

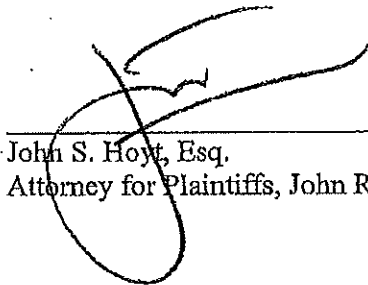
(b) signed, sealed and delivered this document as his/her act and deed.


Notary Public

CHRISTINE A. HIRSTIUS
A Notary Public of New Jersey
My Commission Expires 2/2/2021

HOYT & HOYT, P.C.

Dated:



John S. Hoyt, Esq.
Attorney for Plaintiffs, John R. Roy and Denise Roy

HUNTINGTON BAILEY, L.L.P.

Dated:

7/10/18



Dermot J. Doyle Esq.
Attorney for Defendants, Police Officer Frank Fiore
Borough of Oakland and Oakland Police Department

Dermot J. Doyle, Esq.
Attorney ID No.: 047151984
HUNTINGTON BAILEY, L.L.P.
373 Kinderkamack Road
Westwood, New Jersey 07675
(201) 666-8282

Attorneys for Defendants, Police Officer Frank Fiore, Borough of Oakland
and Oakland Police Department

John R. Roy and Denise Roy, H/W,

Plaintiffs,

vs.

Police Officer Frank Fiore, Borough of
Oakland, Oakland Police Department, John
Does 1-5 and ABC Corp. 1-5 (the last two
names being fictitious and unknown),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

DOCKET NO.: BER-L-4048-16

CIVIL ACTION

**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 without costs. This Stipulation is hereby made with prejudice with regard to any and
all claims in this litigation, as to Defendants.

Hoyt & Hoyt, P.C.

Dated:

John S. Hoyt, II, Esq.

Attorney for Plaintiffs, John R. Roy and Denise Roy

Huntington Bailey, L.L.P.

Dated:

Dermot J. Doyle, Esq.

Attorney for Defendants, Police Officer Frank Fiore,
Borough of Oakland and Oakland Police Department