

Karen Gallagher

From: John Paff <opra+request-44333-b6dedbbd@requests.opramachine.com>
Sent: Saturday, February 24, 2024 1:25 PM
To: Karen Gallagher
Subject: ** EXTERNAL **Re: OPRA Request

RECEIVED

FEB 28 2024

CITY CLERK'S OFFICE

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Ms. Gallagher:

Please consider this my supplemental OPRA request in follow up to the one I filed last year. Since the case has now settled, I'd like a copy of the Settlement Agreement or Release that resolved Angela Heron v. Peter Hand et al, Federal Case No. 1:2022cv00444. Thank you very much.

Sincerely,

John Paff

-----Original Message-----

Good Morning Mr. Paff:

Attached are documents which pertains to your OPRA Request dated May 30, 2023. Please advise by email that you received this notice.

Thank you

Karen

Please use this UNIQUE email address for all replies to this request and no other:
opra+request-44333-b6dedbbd@requests.opramachine.com

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:

<https://opramachine.com/help/officers>

View this OPRA request & responses online:

https://opramachine.com/request/settlement_agreement_section_10_11

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

BIRCHMEIER & POWELL LLC

COUNSELLORS AT LAW
1891 STATE HIGHWAY 50
PO BOX 582
TUCKAHOE NJ 08250-0582
(609) 628-3414
(609) 628-2966 (FAX)
info@birchmeierlaw.com
www.birchmeierlaw.com

JAMES R. BIRCHMEIER °*
ERIN R. THOMPSON
EDWARD N. ROMANIK

GLOUCESTER COUNTY OFFICE
53 NEWTON AVENUE
WOODBURY NJ 08096

Please reply to Tuckahoe Office

DONALD A. POWELL
RETIRED

° CERTIFIED BY THE SUPREME COURT OF
NEW JERSEY AS A CIVIL TRIAL ATTORNEY
*ALSO MEMBER PA. BAR

OUR FILE NO. 13,992J

July 13, 2023
via rsulzer@qual-lynx.com

Ms. Robin Sulzer
QUAL-LYNX
100 Decadon Drive
Egg Harbor Township, NJ 08234

Re: Angela Heron v. Twilight Motel, Inc., City of Wildwood, et als
Claim No.: 2022256377

Dear Robin:

This was a Stacey Mauceri file which was settled for \$10,000.00 on behalf of the insured, City of Wildwood.

Attached for your review is a copy of the Court's Order Dismissing Action which we recently received.

By copy of this letter I am advising the Wildwood officials of this development and have attached a copy of the executed Release and a copy of plaintiff's filed Complaint to be produced if the settlement is the subject of a OPRA request.

Since there is nothing left for our office to do as we have previously forwarded our Post Lit Report and Final Bill, we will be closing our file.

Very truly yours,
BIRCHMEIER & POWELL LLC


JAMES R. BIRCHMEIER

JRB/amt
jbirchmeier@birchmeierlaw.com

Enclosures

cc: David S. DeWeese, Esquire
Hope Pinto, Mun. Claims Coordinator

Dominic Spaventa, Claims Manager
Louis A. DeLollis, Solicitor

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Please reply to Tuckahoe Office

DONALD A. POWELL
RETIRED

° CERTIFIED BY THE SUPREME COURT OF
NEW JERSEY AS A CIVIL TRIAL ATTORNEY
*ALSO MEMBER PA. BAR

OUR FILE NO. 13,992J

June 16, 2023
via smauceri@qual-lynx.com

Ms. Stacey Mauceri
QUAL-LYNX
100 Decadon Drive
Egg Harbor Township, NJ 08234

Re: Angela Heron v. Twilight Motel, Inc., City of Wildwood, et als
Claim No.: 2022256377

Dear Stacey:

Attached for your review are the executed closing documents on behalf of the plaintiff in this case.

Under the circumstances, I would ask that you issue a check in the amount of \$10,000.00 made payable to Angela Herron and Stephen Cristal, Esq., her attorney, and forward it to my attention. Once the settlement check has been sent to the plaintiff's attorney, we will be in a position to file a Stipulation of Dismissal with the Court.

If you would like to discuss this case any further, please feel free to contact me.

Very truly yours,
BIRCHMEIER & POWELL LLC


JAMES R. BIRCHMEIER

JRB/amt
jbirchmeier@birchmeierlaw.com

Enclosures

cc: David S. DeWeese, Esquire
Hope Pinto, Mun. Claims Coordinator

Dominic Spaventa, Claims Manager
Louis A. DeLollis, Solicitor

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, [consisting of 3 pages] dated 06/09/23 is given by ANGELA HERON, collectively referred to in this Release as "I", "me" and Releasor") to CITY OF WILDWOOD POLICE DEPARTMENT; PATROLMAN PETER HAND; PATROLMAN ROSETTI AND DETECTIVE JOHN RIBERA; QUAL-LYNX; and the ATLANTIC COUNTY MUNICIPAL JOINT INSURANCE FUND (collectively referred to in this Release as "you" and "Releasee"). If more than one person signs this Release, "I", "me", and "Releasor" shall mean each person who signs this Release. "You" and "Releasee" include any and all agents and employees of each Releasee, and it is specifically intended that all such agents and employees are covered by this Release.

1. RELEASE: I release and give up any and all claims and rights which I may have against you, except those things which may remain to be done according to the terms of this document. This releases all claims and rights which I may have had against you at any time, including any and all claims which are not specifically mentioned in this Release, and any claims and rights which I may hereafter have against you. This Release applies to claims resulting from anything which has happened up to now. More specifically, but not in limitation, I release the following claims:

ANY AND ALL CLAIMS AND RIGHTS WHICH EXIST NOW OR HEREAFTER MAY BE ASSERTED, including but not limited to claims for compensatory and punitive damages, all claims for loss of income, all claims for attorneys fees and costs and all claims for all other losses, including claims of pecuniary loss, injury or damage as those terms are defined in the Wrongful Death Act (N.J.S.A. 2A:31-1 et. seq.), sustained by Releasor, Releasor's estate, Releasor's heirs, and those claiming under the Releasor. It is expressly understood and agreed by me that a substantial reason and consideration for you in settling this matter and agreeing to pay the monies set forth in this Release, is that this settlement, releases and eliminates any and all claims which I or others may have now or in the future, absent this Release, for the death of the Plaintiff in this matter. I further understand and agree that under the present law in New Jersey, absent this Release, my heirs and others may have claims against you for my death. I further understand and agree that by executing this Release and accepting the money set forth below, I acknowledge that I have received fair, just and adequate consideration for all claims, both inter vivo and for the death of Plaintiff. This Release arises out of the incident which is the subject of an action filed in the United States District Court for the District of New Jersey, Camden Vicinage, Civil Action No. 1:22-cv-00444, entitled HERON, ANGELA v. TWILIGHT MOTEL, INC.; KATHLEEN MANGINI; BOOKING.COM; PATROLMAN PETER HAND; PATROLMAN ROSETTI; DETECTIVE JOHN RIBERA (CITY OF WILDWOOD EMPLOYEES).

I further understand and agree that if any claims are made against you at any time in the future by the Releasor directly, or by others claiming to be beneficiaries, representatives, or heirs of the Releasor, for pecuniary losses or damages and as defined in the Wrongful Death Act, that you shall be entitled to be indemnified by the Releasor, the Releasor's Estate and/or the Releasor's heirs, executors, administrators, and personal representatives for any sums expended in paying any such claims and/or defending against said claims, including but not limited to attorney's fees, all costs of suit, and interest.

In the event I shall receive any monies from any person who thereafter seeks subrogation, contribution, and/or indemnification from you, I shall indemnify and hold you harmless for any money spent in paying and/or defending against these claims, including but not limited to attorneys' fees, costs of suit, and interest.

It is further understood and agreed that the acceptance of said money is in full accord and satisfaction, and in compromise of, all disputed claims, and that the payment thereof is not an admission of liability but is made by the Atlantic County Municipal Joint Insurance Fund with the authorization of the Defendant, for the sole purpose of terminating the litigation between the parties.

2. **CONFIDENTIALITY AND NON-DISCLOSURE:** It is further understood and agreed that neither I nor my attorneys and agents will disclose any facts, terms, conditions, amount, or any other aspect of the settlement of this action to anyone for any reason except as may be necessary to defend or prosecute this and any related litigation.

3. **LIENS:** I hereby certify that no liens exist against the proceeds of this settlement that are being paid to me or that if any liens do exist, they will be paid in full, or compromised and released by me from the amount stated in paragraph 4 of this Release. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, I agree that I will pay that lien in full. This Release is intended to include all liens, including but not limited to attorney's liens, child support liens, medical provider liens, Medicare and Medicaid liens, worker's compensation liens, all statutory or common law liens, and judgment liens. Releasor's attorney has investigated the existence of such liens and I am making this statement based upon information known to me and/or supplied to me by my attorney. Therefore, my attorney and I agree to indemnify and hold you harmless in connection with any claims made against you by reason of liens against the proceeds of this settlement. In the event a claim is hereafter made against you by anyone seeking payment of liens, the Releasor and Releasor's attorney will indemnify and hold you harmless for any money spent in paying any such liens and/or defending against such a claim, including but not limited to attorney's fees, costs of suit, and interest.

4. **PAYMENT:** I have been paid a total of **\$10,000.00 (Ten Thousand Dollars)** in full payment for making this Release. I agree that I will not seek anything further, including any other payment from you.

5. **WHO IS BOUND:** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, and all heirs, executors, and administrators are also bound. I specifically understand that all of the terms and conditions of the Release are for the benefit of, and are binding upon, me, my heirs, and anyone else who succeeds to our rights and responsibilities. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

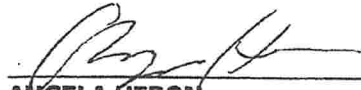
6. WARRANTY OF CAPACITY TO EXECUTE AGREEMENT: I represent and warrant that no other person or entity has any interest in the claims, demands, obligations or causes of action referred to in this Release except as otherwise set forth herein, and that I have the sole right and exclusive authority to execute this Settlement Agreement and receive the sum specified in it; and that I have not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

7. REPRESENTATION OF COMPREHENSION OF DOCUMENT: In entering into this Release, I represent that I have relied upon the legal advice of my attorney, who is the attorney of my choice, and that the terms of this Release have been completely read and explained to me by my attorney, and that those terms are fully understood and voluntarily accepted by me.

8. GOVERNING LAW: This Release shall be governed by, and construed and interpreted according to, the laws of the State of New Jersey.

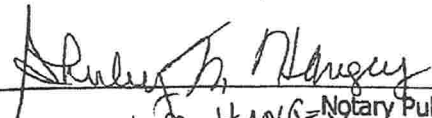
9. ADDITIONAL DOCUMENTS: All parties agree to cooperate fully and execute any and all supplementary documents and to take all actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release.

Witnessed or Attested:


ANGELA HERON

PENNSYLVANIA
~~STATE OF NEW JERSEY~~ :
:ss.:
COUNTY OF Bucks :

I CERTIFY that on JUNE 09, 2023, Angela Heron, came before me and acknowledged under oath, to my satisfaction, that this person is named in and personally signed this document and signed, sealed and delivered this document as his/her act or deed.


SHIRLEY M. HANGEY Notary Public

Commonwealth of Pennsylvania - Notary Seal
Shirley M. Hangey, Notary Public
Bucks County
My commission expires October 7, 2023
Commission number 1066250
Member, Pennsylvania Association of Notaries

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

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

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CRISTAL LAW FIRM LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

3305 BAYSHORE ROAD, SUITE ONE

Requester's name and address (optional)

6 City, state, and ZIP code

N. CAPE MAY NJ 08204

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

____ - ____ - ____ - ____ - ____ - ____

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign
Here

Signature of
U.S. person ►

Steph Cristal

Date ► 09/23/2021

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

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



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

917-0602-21

RE: HERON, ANGELA

CERTIFIED TO:

CRISTAL LAW FIRM LLC
100 SPRINGDALE RD A3-223
Cherry Hill NJ 08003

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

ANGELA HERON

SSN: [REDACTED]

*** Name is CLEAR ***

FROM

TO

09-01-1992 06-02-2023

DATED 06-02-2023
TIME 08:45 AM

SERVICE FEE:\$ 10.00
CONV FEE: \$ 3.00
TAX: \$ 0.00
TOTAL: \$ 13.00
CJ23-164-04356 164 1000164 01

CHARLES JONES LLC
P.O. BOX 8488
TRENTON, NJ 08650

CPM-L-000447-2. 11/08/2021 11:18:28 PM Pg 1 of 11 Trans. J: LCV20212605402

SUPERIOR COURT OF NEW JERSEY, CAPE MAY COUNTY
LAW DIVISION - CIVIL PART

ANGELA HERON

Plaintiff

Docket No. CPM-L- 447 -21

vs.

TWILIGHT MOTEL, INC.;
KATHLEEN MANGINI;
BOOKING.COM;

Civil Action – Jury Trial Demanded

PATROLMAN PETER HAND;
PATROLMAN ROSETTI;
DETECTIVE JOHN RIBERA;
JOHN DOES 1-20; and JOHN DOE
CORPORATIONS 1-20

COMPLAINT

Defendants

Plaintiff Angela Heron, through the undersigned attorney, Cristal Law Firm LLC, brings the following Complaint at law seeking monetary damages, and in support thereof avers the following.

BACKGROUND

1. Plaintiff Angela Heron is an adult individual residing in Souderton Pennsylvania.
2. Defendant Twilight Motel Inc. ("Twilight") is a private, for-profit New Jersey corporation regularly conducting business in New Jersey, with main offices and location at 210 East Spicer Avenue, City of Wildwood, Cape May County, New Jersey 08260.
3. Defendant Kathleen Mangini ("Mangini") is an adult individual who currently works, and at all relevant times herein has worked, as an employee and agent of Twilight acting within the scope and in the course of her employment and agency, whereby Twilight is vicariously liable for her acts and omissions averred herein under the doctrine of Respondeat Superior. She is located and can be served with process at Twilight Motel, 210 East Spicer Avenue, City of Wildwood, Cape May County, New Jersey 08260.

EXHIBIT A

4. Defendant Patrolman Peter Hand ("Hand") is an adult individual located at the Wildwood Police Department, 4400 New Jersey Avenue, City of Wildwood, Cape May County, New Jersey 08260. At all relevant times herein he employed as a police officer and patrolman with the City Wildwood Police Department and was acting within the scope of his employment as a police officer, acting under color of state law and with the authority of a police officer in the State of New Jersey.

5. Defendant Patrolman Rosetti ("Rosetti") is an adult individual located at the Wildwood Police Department, 4400 New Jersey Avenue, City of Wildwood, Cape May County, New Jersey 08260. At all relevant times herein he employed as a police officer and patrolman with the City Wildwood Police Department and was acting within the scope of his employment as a police officer, acting under color of state law and with the authority of a police officer in the State of New Jersey.

6. Defendant Detective John Ribera ("Ribera") is an adult individual located at the Wildwood Police Department, 4400 New Jersey Avenue, City of Wildwood, Cape May County, New Jersey 08260. At all relevant times herein he employed as a police officer and detective with the City Wildwood Police Department and was acting within the scope of his employment as a police officer, acting under color of state law and with the authority of a police officer in the State of New Jersey.

7. Defendant Booking.com ("Booking") is a private, for-profit, international corporation regularly conducting business in the State of New Jersey. Its main corporate office is located at Herengracht 597, 1017 CE Amsterdam, Netherlands; its USA corporate office is located at 800 Connecticut Avenue, Norwalk, Connecticut 06854. According to Booking's

website, it accepts complaints through its Dispute Resolution Center, which is accessed through Booking's website.

8. Personal Jurisdiction over named defendants is proper in the state of New Jersey on the grounds that the defendants herein are primarily located, doing business and licensed in the State of New Jersey and a substantial portion of the events and transactions described herein occurred in the State of New Jersey.

9. Venue is proper in Cape May County (NJ) in accordance with the applicable Rules of Civil Procedure, on the grounds that most of the defendants herein are primarily located, doing business and licensed in the County of Cape May, and all or most of the events and transactions described herein occurred in the County of Cape May. Venue in Cape May County is consistent with fairness and equity to all parties.

10. On July 21, 2021, Plaintiff was staying as a paying guest at Twilight Hotel, owned and operated by Twilight, at 210 East Spicer Avenue, City of Wildwood, Cape May County, New Jersey 08260. Plaintiff had made a reservation through Booking. When she first came to the hotel, Mangini was at the front desk of Twilight, confirmed the reservation and asked for Plaintiff's credit card. Plaintiff handed Mangini her credit card, Mangini took it to the back and ran it or copied it, then gave it back to Plaintiff.

11. On July 21, 2021, Mangini and Twilight contacted the City of Wildwood Police Department and made the false claim that Plaintiff had stolen another person's credit card and used it to pay for the room where Plaintiff was staying, and Mangini and Twilight furthermore asked the police to come and arrest her. This claim by Mangini and Twilight was a false and defamatory claim made with malice, recklessly and/or intentionally. Mangini and Twilight were

CPM-L-000447-21, 1/08/2021 11:18:28 PM Pg 4 of 11 Trans. ID: LCV20212605402

negligent and reckless in failing to take reasonable steps to see if the allegation was true or false prior to contacting the police.

12. The credit card information, to the extent it was wrongly entered, was entered incorrectly by Booking, Mangini and/or Twilight, who were thereby negligent for carelessly entering the numbers without using due caution and circumspection and without double-checking and taking measures to prevent incorrect entry. Plaintiff had given her correct credit card information to these defendants. Mangini herself had taken and ran Plaintiff's credit card.

13. Booking was negligent in failing to provide reasonable safeguards in its reservation process to avoid customers being falsely charged and arrested for theft due to mistakes in entering information into the computer. For example, Booking failed to require the entry of CVV codes, zip codes, names, addresses or other confirmation process in order to hold or charge a credit card. Booking's credit card entry procedure violated state law and federal law and violated the Payment Card Industry Data Security Standard (PCI DSS), which is a set of security standards designed to ensure that all companies that accept, process, store or transmit credit card information maintain a secure environment. Booking's failures and violations proximately caused an unrelated person's credit card being held or charged or notified.

14. Defendant Booking was also negligent for failing to instruct and train its member hotels, including Twilight, on the proper way to enter credit card information, check and confirm for correct entry, and investigate and when and how to respond in the event of a mistake in entry.

15. Upon receiving the call from Mangini/Twilight, Defendants Hand, Rosetti and/or Ribera (Police Defendants) were the police officers at City of Wildwood Police Department who investigated the call, made the decision to arrest Plaintiff and physically did arrest her, bring her

to the station in a squad car, booked her, interrogated her, searched her and her hotel room and seized things, and kept her handcuffed for hours at the police station.

16. Police Defendants travelled to Twilight Hotel, entered Plaintiff's room on the second floor after knocking, grabbed her arm harshly and put her in handcuffs, arresting Plaintiff while her teenage daughter and her daughter's friend looked on. Police Defendants walked Plaintiff in handcuffs to their squad car, put her in and drove to the police station where they booked her, interrogated her and kept her handcuffed to a bench in a room for hours. Then, they let her go with no charges and said they were sorry. While Plaintiff was still handcuffed Police Defendants berated her, laughed at her and spoke in a demeaning way to her. They refused to let her call her husband or children.

17. After arresting Plaintiff and keeping her handcuffed at the police station for an extended period of time, Police Defendants finally made a simple phone call to Booking.com and thereby found that Twilight or Booking.com entered an incorrect card number and there was no attempted theft. After this call, Police Defendants released Plaintiff and apologized to her.

18. At all relevant times, Police Defendants acted without a warrant; were not facing any kind of emergency or safety issue; and had no grounds for acting the way they did; there was no reason to arrest Plaintiff prior to undertaking any kind of reasonable investigation into the allegation. Police Defendants acted with malice, without probable cause and without a reasonable basis to believe that probable cause existed.

COUNT ONE

19. Plaintiff repeats all prior allegations of this Complaint and incorporates same into this Count as if set forth at length.

20. Booking, Mangini and Twilight, in the course of the foregoing acted with negligence and/or reckless disregard and/or malicious intent. Accordingly, Booking, Mangini and Twilight are liable to Plaintiff for Negligence.

21. Mangini and Twilight, in calling the police and alleging Plaintiff had committed theft, made a statement of false fact concerning alleged criminal activity, and were negligent or reckless in failing to ascertain the truth before making the statement. Plaintiff is not a public figure. Mangini and Twilight are liable to Plaintiff for the torts of Slander and Defamation and for the filing of a false police report.

22. Mangini and Twilight, in calling the police, disclosed private and confidential information about Plaintiff, her finances, her whereabouts, her family, etc. while making false statements about Plaintiff. Mangini and Twilight are therefore liable to Plaintiff for the tort of Invasion of Privacy, including their intruding on Plaintiff's seclusion and solitude, disclosing false facts about Plaintiff that are of a private and embarrassing nature and publicizing information that placed Plaintiff in a false light.

23. Mangini and Twilight initiated criminal proceedings against Plaintiff causing Plaintiff to be arrested in front of her child and a stranger, taken to the police station and booked, questioned and detained by police. Mangini and Twilight did this without probable cause to believe a crime had been committed. Mangini and Twilight acted with malicious motives and acted with reckless disregard and in a grossly negligent manner and with ulterior motive, primarily for a purpose other than that of securing adjudication of the charges, which they knew were false. The underlying proceeding terminated in favor of Plaintiff, the charges being dropped completely. Mangini and Twilight are therefore liable to Plaintiff for the torts of Malicious Prosecution and Abuse of Process.

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24. The aforesaid actions of Mangini and Twilight were outrageous and totally unacceptable in a civilized society causing permanent and severe emotional distress requiring medical treatment. Mangini and Twilight are therefore liable to Plaintiff for Intentional Infliction of Emotional Distress.

25. Plaintiff therefore has grounds to bring civil claims against Mangini and Twilight for Negligence, Slander, Defamation, Filing False Police Report, Invasion of Privacy, Malicious Prosecution and Intentional Infliction of Emotional Distress.

26. The aforesaid actions of Mangini and Twilight were intentional, willful and wanton and/or committed in reckless disregard and deliberate indifference to the substantial risk of serious harm to Plaintiff, and were outrageous and shocking to the conscience, entitling Plaintiff to punitive damages.

27. Plaintiff therefore has grounds to bring civil claims against Booking for Negligence.

28. The aforementioned acts, omissions, torts and violations of law by Booking, Mangini and Twilight directly and proximately caused Plaintiff to sustain severe, ongoing and permanent injuries and damages, including but limited to bodily injuries, emotional distress injuries, financial and economic damages, out-of-pocket expenses, physical pain and suffering, emotional trauma and suffering, fear, embarrassment, humiliation, frustration, extreme inconvenience, anxiety, loss of liberty and other damages.

WHEREFORE, Plaintiff demands judgment against Defendants Booking, Mangini and Twilight, individually, jointly and severally for compensatory damages, special damages, punitive damages, prejudgment interest, litigation costs, attorney's fees, and all other and further relief that the law permits and that this Court deems just.

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COUNT TWO

29. Plaintiff repeats all prior allegations of this Complaint and incorporates same into this Count as if set forth at length.

30. At all relevant times Defendants Hand, Rosetti and Ribera ("Police Defendants") were acting: (a) under color of state law and in their role as police officers and agents and employees of the Wildwood City Police Department; (b) without a warrant or judicial decree or order; (c) without the presence of any emergency or safety issue; (c) without probable cause to search or arrest, (d) without reasonable belief, or reasonable grounds to believe, in the existence of probable cause; (d) without consent of Plaintiff; (e) without having conducted a reasonable investigation; (f) without acting in accordance with standard practices and procedures for police officers.

(31) Police Defendants searched Plaintiff's person without consent, arrested Plaintiff, took her to the police station, booked her, interrogated her and kept her detained and handcuffed for hours in violation of the Due Process Clause, the Fourth Amendment and the Fourteenth Amendment to the US Constitution. Police Defendants deprived Plaintiff of her civil, constitutional and statutory rights under color of law and conspired to deprive her of such rights and are liable to plaintiff under 42 USC § 1983.

(32) Police Defendants' conduct deprived Plaintiffs of her right to be free of unreasonable searches and seizures, arrests, imprisonments, and her right to due process of law, pursuant to the Fourteenth Amendment of the United States Constitution. Police Defendants falsely arrested plaintiff and failed to intervene in each other's obviously illegal actions. Plaintiff has been damaged as a result of Police Defendants' wrongful acts.

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33. Police Defendants aforesaid conduct constituted unlawful search and seizure, false arrest, false imprisonment and malicious prosecution.

34. In the course of the foregoing, Police Defendants were not acting in good faith; and were acting with malice; and were not acting in accordance with minimum acceptable standards of police conduct in investigating and prosecuting an alleged crime.

35. A mere quick phone call to Booking.com could have cleared it up immediately with no need to arrest Plaintiff. Police Defendants did not make that phone call until after they arrested, booked and detained Plaintiff in handcuffs for hours; had they done it beforehand, this tragedy would never have happened.

36. After said phone call, Police Defendants dropped all charges and released Plaintiff. This is legally a favorable termination for Plaintiff.

37. Therefore, Plaintiff has a civil rights claim against Police Defendants 42 USC § 1983 and 1988. Police Defendants are being sued in their individual capacity. The amount in controversy far exceeds \$75,000.

38. The aforementioned acts, omissions, torts and violations of law by Police Defendants directly and proximately caused Plaintiff to sustain severe, ongoing and permanent injuries and damages, including but limited to bodily injuries, emotional distress injuries, financial and economic damages, out-of-pocket expenses, physical pain and suffering, emotional trauma and suffering, fear, embarrassment, humiliation, frustration, extreme inconvenience, anxiety, loss of liberty and other damages.

WHEREFORE, Plaintiff demands judgment against Defendants Hand, Rosetti and Ribera, individually, jointly and severally for compensatory damages, special damages, punitive

damages, prejudgment interest, litigation costs, attorney's fees, and all other and further relief that the law permits and that this Court deems just.

CRISTAL LAW FIRM LLC

By: /s/ Stephen Cristal

Stephen Cristal, Esq. (NJ Atty. ID #032841995)

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Phone: (800) 834-0714, Fax: 609-589-5199, Email: sc@cristal-law.com

Attorneys for Plaintiff

Dated: November 4, 2021

NOTICE OF OTHER ACTIONS

Pursuant to the provisions of R. 4:5-1, I hereby certify as follows: 1. The matter in controversy is neither the subject of any other action pending in any other court nor of a pending arbitration proceeding. 2. It is not anticipated that the matter in controversy will become the subject of any other action pending in any other court or of a pending arbitration proceeding. 3. All parties who should have been joined in this action have been so joined. I hereby certify that the foregoing statements I have made are true. I am aware that if any of the statements I have made are willfully false, I am subject to punishment.

DEMAND FOR TRIAL BY JURY

Take Notice that plaintiff demands a trial by jury of 12 to all issues pursuant to the Rules of this Court.

DESIGNATION OF TRIAL ATTORNEY

Please take notice that pursuant to the provisions of the Rules Governing the Courts of the State of New Jersey, Stephen Cristal, Esquire, is hereby designated as the attorney who will try this case.

CERTIFICATION OF REDACTION

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).

DEMAND FOR COMPLIANCE WITH RULES 1:5-1(a) AND 4:17-4(c)

Take Notice that Plaintiff hereby demands, pursuant to the provisions of Rules 1:5-1(a) and 4:17-4(a), that each party serving pleadings or interrogatories and receiving responses thereto shall serve copies of all such pleadings, interrogatories, and responses thereto upon the undersigned, and further take notice that this is a continuing demand.

DEMAND FOR ANSWERS TO UNIFORM INTERROGATORIES

Plaintiff hereby demands that each named defendant serve certified answers to Uniform Interrogatories Form C within the time and manner set forth in New Jersey Court Rule 4:17.

INITIAL DEMAND FOR DOCUMENTS

Plaintiff hereby demands that each named defendant serve complete responses and produce documents to the following requests for production of documents within the time and manner set forth in New Jersey Court Rule 4:18: (1) True and complete copies of all records, paper records, electronically-stored records, photographs, video or audio recordings, materials and documents in answering defendant's possession or control relating to plaintiff or any incident averred herein; (2) True and complete copies of all liability and umbrella insurance policies that may cover the claims averred herein; (3) True and complete copies of all written policies and procedure manuals related to the claims averred herein; (4) True and complete copies of all documents and things that answering defendant may offer as an exhibit at trial or otherwise utilize at trial on direct or cross examination; and (5) True and complete copies of all reports and curriculum vitas of all expert witnesses answering defendant may use in this lawsuit, and all written authorities on which any such expert relies upon.

CRISTAL LAW FIRM LLC

By: /s/ Stephen Cristal

Stephen Cristal, Esq. (NJ Atty. ID #032841995)

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Attorneys for Plaintiff

Dated: November 4, 2021