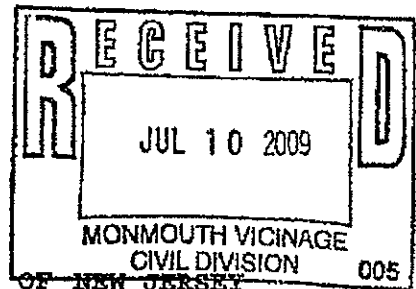


MONTENEGRO, THOMPSON, MONTENEGRO & GENZ
531 Burnt Tavern Road
P.O. Box 1049
Brick, NJ 08724
(732) 295-4500
Attorneys for Plaintiff



JOSEPH DELLAGO

Plaintiff,

vs.

ANDREW O'NEIL, DOUGLAS MAYER,
CHRISTOPHER BENNETT, EDWARD
GUNNELL, BARRY JOHNSTONE, POLICE
DEPARTMENT OF THE BOROUGH OF SPRING
LAKE HEIGHTS, BOROUGH OF SPRING
LAKE HEIGHTS, AND JOHN DOE 1-10
(presently fictitious and unknown),

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
MONMOUTH COUNTY

DOCKET NO. MON-L

CIVIL ACTION

COMPLAINT, JURY DEMAND
and DESIGNATION OF TRIAL COUNSEL

Plaintiff, JOSEPH DELLAGO, by way of Complaint against the
defendant(s), hereby alleges and says:

FIRST COUNT

1. On or about July 14, 2007, the plaintiff, Joseph Dellago, while
arrested and restrained in Spring Lake Heights, New Jersey, was
atrociously assaulted and battered by Patrolman Andrew O'Neil and/or
Patrolman Douglas Mayer, and/or Patrolman Christopher Bennett, and/or
Patrolman Edward Gunnell, and/or Sergeant Barry Johnstone, and/or
Patrolmen John Doe 1-3, who were acting individually and as agents,
servants or employees of the Police Department of the Borough of Spring
Lake Heights, New Jersey, which is a department of the Borough of Spring
Lake Heights, New Jersey.

2. The actions of the defendants aforesaid were illegal and amounted to police brutality committed by them against the plaintiff, Joseph Dellago. The actions also amounted to a commission of an assault and battery on the plaintiff, Joseph Dellago, by the defendants.

3. The actions of the defendants aforesaid were also a deprivation of the civil and constitutional rights of the plaintiff Joseph Dellago, secured by the United States Constitution, the Constitution of the State of New Jersey and certain laws of the United States of America and of the State of New Jersey.

4. A Tort Claim Notice was timely served on the aforesaid defendants. A true copy of the Tort Claim Notice that was served on the Borough of Spring Lake Heights is attached hereto as Exhibit A.

5. Plaintiff, Joseph Dellago, incorporates in his complaint the factual version of the assault and police brutality as set forth in the Tort Claim Notice aforesaid in Section 3 of the Notice.

6. As a result of the actions of the defendants, the plaintiff was damaged and continues to be damaged.

7. Due to the egregious actions of the individual defendants, they are liable to the plaintiff for punitive damages for their willful and wanton conduct and/or their reckless disregard of the rights of the plaintiff aforesaid.

8. As a result of the actions of the defendants aforesaid, plaintiff, Joseph Dellago, sustained temporary and permanent injuries, lost income, was compelled to expend money for his medical care and was otherwise damaged.

WHEREFORE, plaintiff, Joseph Dellago, demands judgment against the individual defendants, Patrolman Andrew O'Neil and/or Patrolman Douglas Mayer, and/or Patrolman Christopher Bennett, and/or Patrolman Edward Gunnell, and/or Sergeant Barry Johnstone, and/or Patrolmen John Doe 1-3, jointly, severally and in the alternative for compensatory and punitive damages and his attorney's fees and costs and judgment against defendants, Police Department of the Borough of Spring Lake Heights, New Jersey and the Borough of Spring Lake Heights, New Jersey, for compensatory damages, together with interest and costs of suit.

SECOND COUNT

1. Plaintiff repeats the allegations of the First Count as if set forth in full herein.

2. The actions of defendants, Patrolman Andrew O'Neil, Patrolman Douglas Mayer, Patrolman Christopher Bennett, Patrolman, Edward Gunnell, Sergeant Barry Johnstone and/or Patrolmen John Doe 1-3, were also negligent conduct on their part with respect to the plaintiff.

When acting aforesaid, these defendants were acting individually and as agents, servants or employees of the Police Department of the Borough of Spring Lake Heights and of the Borough of Spring Lake Heights.

3. As a result of the negligence aforesaid, plaintiff sustained temporary and permanent injuries, lost income, was compelled to expend money for his medical care and was otherwise damaged.

4. As a result thereof, the plaintiff was damaged and continues to be damaged.

WHEREFORE, plaintiff, Joseph Dellago, demands judgment against defendants, Patrolman Andrew O'Neil, Patrolman Douglas Mayer, Patrolman Christopher Bennett, Patrolman, Edward Gunnell, Sergeant Barry Johnstone, and/or Patrolmen John Doe 1-3, and Police Department of the Borough of Spring Lake Heights and Borough of Spring Lake Heights, jointly, severally and in the alternative for damages together with interest and cost of suit.

THIRD COUNT

1. Plaintiff repeats the allegations of the previous counts as if set forth in full herein.

2. The actions of the individual defendants named aforesaid in this Complaint amount to a violation of 42 U.S.C. 1983 which statute prohibits persons under the color of law or statute from depriving a citizen of any rights, privileges or immunities secured by the United States Constitution, the laws of the United States of America, and the Constitution and laws of the State of New Jersey.

3. As a result of the actions of the defendants aforesaid, plaintiff was deprived of his rights, privileges and immunities secured by the United States Constitution, the laws of the United States of America and of the Constitution and laws of the State of New Jersey.

4. Based on the aforesaid violation of 42 U.S.C. 1983, the individual defendants, Patrolman Andrew O'Neil, Patrolman Douglas Mayer, Patrolman Christopher Bennett, Patrolman, Edward Gunnell, Sergeant Barry Johnstone, and/or Patrolmen John Doe 1-3, are liable to the plaintiff for

damages together with interest, attorney's fees and costs to prosecute this action. and of the Constitution and Law of the State of New Jersey.

5. As a result of the actions of the defendants aforesaid in violation of 42 U.S.C. 1983, the plaintiff sustained temporary and permanent injuries, lost income, was compelled to expend money for his medical care and was otherwise damaged.

6. Based on the aforesaid violation of 42 U.S.C. 1983, the individual defendants, Patrolman Andrew O'Neil, Patrolman Douglas Mayer, Patrolman Christopher Bennett, Patrolman, Edward Gunnell, Sergeant Barry Johnstone, and Patrolmen John Doe 1-3, are liable for plaintiff's attorney's fees and costs to prosecution of this claim.

7. Due to the egregious conduct and/or the willful and wanton conduct and/or the reckless disregard of the rights of the plaintiff by the individual defendants, they are also liable to the plaintiff for punitive damages and/or treble damages.

8. As a result thereof, the plaintiff was damaged and continues to be damaged.

WHEREFORE, plaintiff demands judgment against Patrolman Andrew O'Neil, Patrolman Douglas Mayer, Patrolman Christopher Bennett, Patrolman, Edward Gunnell, Sergeant Barry Johnstone, and Patrolmen John Doe 1-3 for:

- A) Compensatory damages;
 - B) Punitive damages;
 - C) Treble damages;
 - D) Attorneys fees and costs of suit.
-

FOURTH COUNT

1. Plaintiff repeats the allegations of the previous counts as if set forth in full herein.

2. Defendant, Police Department of the Borough of Spring Lake Heights and the Borough of Spring Lake Heights, were negligent in continuing to allow Patrolman Andrew O'Neil to act as a police officer dealing with the public at the time of the incident aforesaid as they were aware of prior allegations against him of assaultive conduct on citizens which were of record and had been reported to the aforesaid defendants.

3. The aforesaid defendants should have suspended the defendant, Patrolman Andrew O'Neil and/or not had him on patrol duty dealing with the public until any allegations of assaultive behavior against him were investigated and a determination of the true facts were made.

4. As a result of the aforesaid defendants continuing to allow Patrolman Andrew O'Neil to serve as a police officer, the plaintiff sustained temporary and permanent injuries, lost income, was compelled to expend money for his medical care and was otherwise damaged.

5. As a result thereof, the plaintiff was damaged and continues to be damaged.

WHEREFORE, plaintiff, Joseph Dellago, demands judgment against defendant, Police Department of the Borough Spring Lake Heights, and the Borough of Spring Lake Heights, jointly, severally and in the alternative, for damages together with interest and costs of suit.

FIFTH COUNT

1. Plaintiff repeats the allegations of the previous counts as if set forth herein in full.
2. The actions of the individual defendants aforesaid amounts to the commission of police brutality on the plaintiff.
3. As a result of the police brutality, the plaintiff sustained temporary and permanent injuries, lost income, was compelled to expend money for his medical care and was otherwise damaged.
4. Due to the egregious actions of the individual defendants, they are liable to the plaintiff for punitive damages for their willful and wanton conduct and/or their reckless disregard of the rights of the plaintiff aforesaid.
5. As a result of the actions of the defendants, the plaintiff was damaged and continues to be damaged.

WHEREFORE, plaintiff, Joseph Dellago, demands judgment against the individual defendants, Patrolman Andrew O'Neil and/or Patrolman Douglas Mayer, and/or Patrolman Christopher Bennett, and/or Patrolman Edward Gunnell, and/or Sergeant Barry Johnstone, and/or Patrolmen John Doe 1-3, jointly, severally and in the alternative for compensatory and punitive damages and his attorney's fees and costs and judgment against defendants, Police Department of the Borough of Spring Lake Heights, New Jersey and the Borough of Spring Lake Heights, New Jersey

SIXTH COUNT

1. Plaintiff repeats the allegations of the previous counts as if set forth in full herein.
-

2. In the event discovery indicates that any other persons are responsible for the allegations made by the plaintiff in the previous counts of the Complaint, then John Doe 4-10 are the persons presently unknown who are liable to the plaintiff for their respective involvement as to the facts alleged previously in the Complaint.

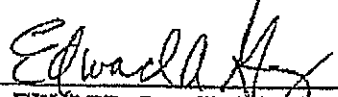
The aforesaid defendants were acting individually and as agents, servants or employees of the Police Department of the Borough of Spring Lake Heights and the Borough of Spring Lake Heights.

3. As a result of the actions of these unknown defendants, plaintiff sustained temporary and permanent injuries, lost income, was compelled to expend money for his medical care, and was otherwise damaged.

4. As a result of the actions of defendants, John Doe 4-10, the plaintiff was damaged and continues to be damaged.

WHEREFORE, plaintiff, Joseph Dellago, demands judgment against defendants, John Doe 4-10, jointly, severally and in the alternative, for compensatory damages, punitive damages, treble damages, attorney's fees and costs of suit and against the defendants, Police Department of the Borough of Spring Lake Heights and the Borough of Spring Lake Heights, for compensatory damages, together with costs of suit.

MONTENEGRO, THOMPSON,
MONTENEGRO & GENZ

By: 
EDWARD A. GENZ, ESQ.

DATED: July 10, 2009

JURY DEMAND

Plaintiff hereby demands trial by jury as to all issues of the within Complaint.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Plaintiff hereby designates EDWARD A. GENZ, ESQUIRE, as trial counsel in the within matter.

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

I hereby certify that the within matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding. No other action or arbitration proceeding is contemplated at this time and there are no other parties who should be joined in this action.

I further certify that I am aware of the continuing obligation during the course of this litigation to file and serve on all other parties and with the Court an amended certification if there is a change in the facts stated herein.

DEMAND FOR ANSWERS TO INTERROGATORIES

Pursuant to Rule 4:17-1(b) (ii), demand is hereby made that the Defendants answer Uniform Interrogatories, Form C, within the time prescribed by the Rules of Court.

DEMAND FOR INSURANCE INFORMATION

Pursuant to Rule 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on insurance business may be

liable to satisfy part or all of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment.

MONTENEGRO, THOMPSON,
MONTENEGRO & GENZ
Attorneys for Plaintiff

By: 
EDWARD A. GENZ, ESQ.

DATED: July 10, 2009

MONTENEGRO, THOMPSON, MONTENEGRO & GENZ
531 Burnt Tavern Road
P.O. Box 1049
Brick, NJ 08724
(732) 295-4500
Attorneys for Claimant

TO: Borough of Spring Lake Heights, New Jersey
c/o Ms. Theresa Casagrande,
Business Administrator and Acting Clerk
555 Brighton Avenue
Spring Lake Heights, NJ 07762

NOTICE OF TORT CLAIM AGAINST PUBLIC ENTITY

1. NAME AND ADDRESS OF CLAIMANT:

Joseph Dellago
818 13th Avenue, Belmar, NJ 07712

2. THE POST OFFICE ADDRESS TO WHICH THE PERSON PRESENTING THE CLAIM DESIRES NOTICES TO BE SENT:

EDWARD A. GENZ, ESQUIRE
MONTENEGRO, THOMPSON, MONTENEGRO & GENZ
531 Burnt Tavern Road, PO Box 1049
Brick, New Jersey 08724

3. THE DATE, PLACE AND OTHER CIRCUMSTANCES OF THE TRANSACTIONS THAT GAVE RISE TO THE CLAIM ASSERTED HEREIN:

Atrocious assault and battery and/or police brutality and/or deprivation of civil and/or constitutional rights committed against Joseph Dellago on July 14, 2007 by certain police officers of the Borough of Spring Lake Heights, New Jersey. The police officers who committed the atrocious assault and battery and the other wrongs are Patrolman Andrew O'Neil, Patrolman Douglas Mayer, Patrolman Christopher Bennett, Patrolman Edward Gunnell and/or Sergeant Barry Johnstone.

The incident occurred at approximately 12:26 a.m. on July 14, 2007 on the 500 block of Central Avenue in the Borough of Spring Lake Heights, New Jersey.

Specifically Mr. Dellago was wrongfully pulled out of his vehicle by Patrolman Andrew O'Neil. This officer also put his foot or knee on Mr. Dellago's neck and head area and was pushing his head into the macadam. Patrolman O'Neil further pulled Mr. Dellago's arm upwards and in the wrong

way while the other officer who had Mr. Dellago's other arm who was trying to handcuff him.

In addition Patrolman O'Neil together with an unknown officer wrongfully pushed Mr. Dellago first to his knees and then pushed his entire body down on the macadam.

Another unknown officer assisted Patrolman O'Neil in pushing Mr. Dellago first to his knees then pushing his entire body to the macadam.

Another unknown officer was stepping on Mr. Dellago's upper body wrongfully. Also one of the officers involved kicked Mr. Dellago very hard in his testicles while Mr. Dellago was lying prone on the ground after having been handcuffed.

Also negligent retention and allowing to remain on duty Patrolman O'Neil after he allegedly assaulted Sherry Rinaldo and a Mr. Reynolds on separate occasions.

4. GENERAL DESCRIPTION OF THE INJURY, DAMAGE OR LOSS INCURRED SO FAR AS KNOWN AT THE TIME OF THE PRESENTATION OF THE WITHIN CLAIM:

On July 14, 2007 claimant Joseph Dellago suffered physical, psychological and emotional injuries when he was atrociously assaulted by certain police officers of the Borough of Spring Lake Heights, New Jersey. At the time and place aforesaid the claimant Joseph Dellago was also subjected to police brutality by the police officers who also deprived him of his civil and/or constitutional rights as a result of their conduct.

Mr. Dellago suffered lacerations to his face and to other parts of his body and has scars. He also had lacerations to both of his knees and to his left shoulder. His left shoulder and arm were injured and have been sore and aching since he incident. His left elbow also bothers Mr. Dellago since the incident.

Further Mr. Dellago as a result of having his head strike the macadam is now suffering from blurred vision which has required him to obtain glasses. Also Mr. Dellago's neck and back are still sore and his left hip aches as a result of the assault.

5. NAME(S) OF THE PUBLIC ENTITY OR EMPLOYEE(S) CAUSING THE INJURY, DAMAGE OR LOSS, IF KNOWN:

Borough of Spring Lake Heights through the acts of Patrolman Andrew O'Neil, Patrolman Douglas Mayer, Patrolman Christopher Bennett, Patrolman Edward Gunnell and/or Sergeant Barry Johnstone, all who are police officers of the Borough of Spring Lake Heights, New Jersey.

6. THE AMOUNT CLAIMED AS OF THE DATE OF PRESENTATION OF CLAIM INSOFAR AS KNOWN:

Damages claim of Ten Million Dollars (\$10,000,000.00) as a result of the atrocious assault and battery, police brutality and/or the deprivation of constitutional and civil rights of the claimant Joseph Dellago.

MONTENEGRO, THOMPSON,
MONTENEGRO & GENZ, P.C.

BY:


EDWARD A. GENZ, ESQUIRE

DATED: October 10, 2007

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated JANUARY 17, 2010, ~~2009~~, is given

BY the Releasor(s) **JOSEPH DELLAGO** and any of his heirs, representatives, successor and assigns (hereinafter referred to as "Plaintiff")

TO the Releasee(s) **BOROUGH OF SPRING LAKE HEIGHTS**, (hereinafter referred to as "Defendant")

(If more than one person signs this Release, "I" shall mean each person who signs this Release).

RELEASE:

1. Plaintiff **JOSEPH DELLAGO** releases and gives up any and all claims and rights against the **BOROUGH OF SPRING LAKE HEIGHTS** in consideration of the payment of the sum of seven thousand five hundred dollars (\$7,500.00). This settlement releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now concerning the incident of **JULY 14, 2007**. Plaintiff **JOSEPH DELLAGO** understands that by signing this Release and Settlement Agreement, Plaintiff waives and relinquishes any claims, rights or entitlements to any other legal or equitable relief concerning any claim made or not made which is the subject matter of the incident including but not limited to allegations asserted in the Complaint filed in the United States District Court for the District of New Jersey, entitled JOSEPH DELLAGO v. ANDREW O'NEILL, DOUGLAS MAYER, CHRISTOPHER BENNETT, EDWARD GUNNELL, BARRY JOHNSTONE, POLICE DEPARTMENT OF THE BOROUGH OF SPRING LAKE HEIGHTS and BOROUGH OF SPRING LAKE HEIGHTS, et al., bearing Civil Action Number: 09-4231 (FLW-TJB). Plaintiff hereby releases and forever discharges Defendant, its officials, police officers, agents, attorneys, employees, former employees, representatives, insurers and reinsurers, and all of their successors and assigns, from any and all actions, causes of action, suits, claims, charges or complaints, known or unknown, which Plaintiff has, may have, or claim to have against any of them for everything that has occurred up to the date of this Agreement. Plaintiff acknowledges and agrees that this is a General Release and includes but is not limited to claims set forth in this Lawsuit, but all claims arising under federal, state, and local laws included but not limited to claims for false arrest, false imprisonment, malicious prosecution, executive force, conspiracy, assault and battery, violations of

the United States Constitution, violations of the New Jersey Constitution, harassment, abuse of process, unlawful search and seizure, failure to act, failure to train, defamation, slander, libel, discrimination, negligence, intentional acts, property damage claims, claims for economic damages, claims for attorneys fees, expenses, and costs, claims for physical, mental, emotional and psychological injuries and for punitive damages. The Plaintiff, the Plaintiff's counsel, and the Defendants and their respective counsel expressly waive and release each other from any and all claims for attorneys' fees and litigation costs and expenses, including, but not limited to, those claims for attorneys' fees and litigation costs and expenses allowed under Title VII of the Civil Rights Act, the Civil Rights Acts of 1871 as amended, 42 U.S.C. Section 1983, and 1991, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. ("LAD"); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq. ("NJCRA"); and any other law or Statute, Federal or State or local law or ordinance. The Plaintiff and the Plaintiff's counsel and the Defendants, and their Respective counsel shall not bring any action in the United States District Court, the Superior Court of New Jersey, or in any other forum for any attorneys' fees or litigation expenses and costs against each other. This provision fully and finally waives and extinguishes the right of the Plaintiff and Plaintiff's counsel to recovery of attorneys' fees or litigation expenses and costs against the Defendants, and fully and finally waives and extinguishes the right of the Defendants and their respective counsel, to recovery of attorneys' fees or litigation expenses and costs against Plaintiff. This General Release includes all claims, known or unknown, for anything that has occurred up to and including the date of this Agreement.

2. Plaintiff **JOSEPH DELLAGO** further agrees that no further payments will be made by the settling Defendants, nor will any further payments be sought by Plaintiff and the within settlement is final as to all claims arising out of the incident of **JULY 14, 2007**.
3. Plaintiff **JOSEPH DELLAGO** further waives any rights which Plaintiff may have under Federal and/or State Statutes to petition the Court for payment of counsel fees and costs incurred concerning these claims and understands that the settlement funds incorporate all claims for counsel fees and costs incurred for the prosecution of this cause of action.
4. Plaintiff **JOSEPH DELLAGO** further acknowledges that the settlement of these claims which are particularly set forth in the Complaint filed in the United States District Court for the District of New

Jersey entitled, JOSEPH DELLAGO v. ANDREW O'NEILL, DOUGLAS MAYER, CHRISTOPHER BENNETT, EDWARD GUNNELL, BARRY JOHNSTONE, POLICE DEPARTMENT OF THE BOROUGH OF SPRING LAKE HEIGHTS and BOROUGH OF SPRING LAKE HEIGHTS, et al., bearing Civil Action Number: 09-4231 (FLW-TJB), does not constitute an admission of wrongdoing or fault on the part of the settling Defendant, BOROUGH OF SPRING LAKE HEIGHTS, nor the non-settling Defendants ANDREW O'NEILL, DOUGLAS MAYER, CHRISTOPHER BENNETT, EDWARD GUNNELL, BARRY JOHNSTONE and POLICE DEPARTMENT OF THE BOROUGH OF SPRING LAKE HEIGHTS.

5. In the event the Plaintiff brings a claim against the Defendants, that is based upon conduct, occurrences or events which occur after the date of the signing of this Settlement Agreement and Release, Plaintiff's right or ability to conduct, seek and/or otherwise obtain discovery as to conduct, occurrences and/or information which occurred, is related to, or arose prior to the execution of this Settlement Agreement and Release, for whatever purpose, including, but not limited to, the Plaintiffs seeking to demonstrate prior bad acts or suggest a motive for the Defendants' allegedly improper actions as part of their claims in another proceeding, shall be determined by the Court before which any such claim is pending.
6. Plaintiff **JOSEPH DELLAGO** acknowledges that all claims for wages, medical expenses, and/or disability payments, paid or unpaid, and/or liens asserted for wages, medical expenses, and/or disability payments, paid or unpaid, will be satisfied from these settlement funds and are not the responsibility of the settling nor non-settling Defendants. By executing this agreement, Plaintiff certifies that he has complied with the requirements of 42 U.S.C. 1395y, et seq and 42 C.F.R. 411.24, et seq. Should any subsequent claims be made under these subsections, Plaintiff further agrees to (i) hold harmless Defendants against, and to indemnify Defendants for, any and all losses and/or damages arising from claims relating to Medicare/Medicaid brought by any governmental agency (whether federal, state or local), which may be made against Defendants arising out of or relating to Defendants' failure to withhold any portion of the payment to Plaintiff for medical lien purposes, or for any other purpose, and (ii) reimburse Defendants for any resulting payments, including without limitation, all penalties and interest payable to any governmental agency.
7. Defendant makes no representations regarding the federal or state tax consequences of the payments referred to above and shall not be responsible for any tax liability, interest or penalty incurred by Plaintiff which in any way arises out of or is

related to said payments. Plaintiff agrees to pay any amount that may be determined to be due and owing as taxes, interest and penalties arising out of the payment referred to in Paragraph 1 should it be determined that all or part of such payments constitute gross income to Plaintiff within the meaning of the Internal Revenue Code of 1986, as amended, or under any other federal, state or local statute or ordinance. Plaintiff further agrees to (i) hold harmless the Defendants against, and to indemnify the Defendants for, any and all losses and/or damages arising from claims by the Internal Revenue Service ("IRS"), or any other taxing authority or other governmental agency (whether federal, state or local), which may be made against the Defendants arising out of or relating to Defendants' failure to withhold any portion of the payment to Plaintiff for income or social security tax purposes, or for any other purpose, and (ii) reimburse Defendants for any resulting payments, including without limitation, all penalties and interest payable to the IRS, or any other taxing authority or governmental agency. The parties further agree that Defendant will give Plaintiff notice of any such claim, and Plaintiff will cooperate with Defendants in the defense of such claim. In any action commenced against Plaintiff to enforce the provisions of this paragraph, Defendants shall be entitled to recover its attorneys' fees, costs, disbursements, and the like incurred in prosecuting the action.

8. By executing this Agreement, Plaintiff certifies that he has complied with the requirements of N.J.S.A. 2A:17-56.23b. Plaintiff understands and agrees that the settlement amount referenced in Paragraph 1, will not be released until such time as his attorneys provide Defendants' counsel with a certified copy of a child support judgment search, performed by a private judgment search company, reflecting that Plaintiff is not a child support judgment debtor. A certified copy of the Child Judgment Search is attached hereto as Exhibit A.
9. Pursuant to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act, Pub.L. No. 107-56, § 411(a)(1)(F), 115 Stat. 272 (2001) (the "Patriot Act"), Executive Order 13224 and the enforcement regulations set forth by United States Treasury Department's Financial Crimes Enforcement Network ("FinCEN"), Plaintiff acknowledges and agrees that the settlement amount referenced in Paragraph 1, will not be released until such time as his attorneys provide Counsel for Defendants with a certified copy of a search, performed by a private search company, reflecting that Plaintiff is not identified on the list of Specially Designated Nationals and Blocked Persons, generated by the Office of Foreign

Assets Control ("OFAC"). Plaintiff further acknowledges and agrees that in the event it is revealed that he is identified on the list of Specially Designated Nationals and Blocked Persons, generated by OFAC, he will not receive any of the proceeds of these settlement funds without Court Order. By executing this Agreement, Plaintiff certifies that he has complied with the requirements of Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act, Pub.L. No. 107-56, § 411(a)(1)(F), 115 Stat. 272 (2001) (the "Patriot Act"). A copy of the certified Statement of Compliance with the requirements of the Patriot Act is attached hereto as Exhibit B.

10. Plaintiff represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in this Agreement and Release; and that Plaintiff has not sold, assigned, transferred, conveyed and/or otherwise disposed of any of the claims, demands, obligations, or causes of actions referred to in the Agreement to any third party any claim that they have, may have or believes they have or may have against Defendants. Plaintiff further represents that he has no other charge, claim or complaint of any kind pending against the Defendants and he further covenants and represents that he will not file or cause to be filed any charge, claim or complaint of any kind against the Defendants seeking recovery, sanctions, or injunctive relief, with respect to any matter in any way arising out of or relating to Plaintiff's involvement with the Defendants or any matter or incident relating to the subject matter of the Lawsuit.
11. Plaintiff agrees that he will not voluntarily assist in any claim or litigation which may be pending or filed in the future against Defendants. The parties hereto acknowledge that Plaintiff may be compelled to testify in litigation by court order or process.
12. It is understood and agreed that all Internal Affairs Files, training records, personnel files and training materials of all Defendants produced by Defendants, whether pursuant to a Protective Order of the Court or by the Defendants voluntarily shall be returned forthwith to counsel for Defendant ANDREW O'NEILL, **WILLIAM T. CONNELL, ESQUIRE**, contemporaneously with the delivery of the executed Release and Settlement Agreement.
13. It is specifically agreed and understood that Defendants ANDREW O'NEILL, DOUGLAS MAYER, CHRISTOPHER BENNETT, EDWARD GUNNELL, BARRY JOHNSTONE and POLICE DEPARTMENT OF THE BOROUGH OF SPRING LAKE HEIGHTS are not participants in the within settlement, as

Plaintiff's cause of action against these Defendants have been voluntarily dismissed, with prejudice.

14. Plaintiff **JOSEPH DELLAGO** acknowledges that all beneficiaries of his Estate are bound by this Release and Settlement Agreement. All who succeed to the Estate's rights and responsibilities such as heirs are also bound. This Release and Settlement Agreement is made for Plaintiff's benefit and all who succeed to Plaintiff's rights and responsibilities, such as heirs.
15. This Release and Settlement Agreement contains the entire agreement between Plaintiff **JOSEPH DELLAGO** and Defendants with regard to the matter set forth herein, and supersedes any prior written or oral agreements, understandings or arrangements. This Release and Settlement Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.
16. In entering into this Release and Settlement Agreement **JOSEPH DELLAGO** represents that he is and has been represented by counsel of his choice at the time of execution of this Release and Settlement Agreement, that **JOSEPH DELLAGO** has relied upon the legal advice of such counsel, that the terms of this Release and Settlement Agreement has been completely read and explained to **JOSEPH DELLAGO** by said counsel and that those terms are fully understood and voluntarily accepted by **JOSEPH DELLAGO**.

SIGNATURES. I understand and agree to the terms of the Release. If this Release is made by a corporation its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:

Edward A. Hess, Esq.

J. Dellago (Seal)
JOSEPH DELLAGO, individually

STATE OF NEW JERSEY :

COUNTY OF Monmouth : ss. :

I CERTIFY that on JANUARY 17, 2010, ~~2009~~, **JOSEPH DELLAGO**, 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 or her act and deed.

Prepared by:

DWYER, CONNELL AND LISBONA

Our File: 4-5900.040761

Edward A. Genz, Esq.

EDWARD A. GENZ, ESQ.
AN ATTORNEY AT LAW
OF NEW JERSEY