

LAW OFFICES OF WILLIAM J. COURTNEY, L.L.C.
2 Main Street
P.O. Box 112
Flemington, New Jersey 08822
(908) 782-5900

ANGELICA LOPEZ : SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION
PLAINTIFF : MORRIS COUNTY
: DOCKET NO. L-3350-07
VS :

THE TOWN OF DOVER; DOVER :
POLICE DEPARTMENT; OFFICER :
JUSTIN GABRYS (individually and in : *Civil Action*
his representative capacity); SERGEANT :
BRUCE COLE (individually and in his :
representative capacity); and POLICE :
OFFICERS JOHN DOES 1-25 (fictitious :
names (individually and in their :
representative capacities) : AMENDED COMPLAINT
Defendants. :

RECEIVED & FILED
SUPERIOR COURT
08 MAR 12 PM 3:05
CIVIL DIVISION

Plaintiff, Angelica Lopez, by way of complaint against the Defendants hereby says:

PARTIES

1. At all relevant times herein, the Plaintiff, Angelica Lopez, was a resident of Morris County, New Jersey. At the time of the events alleged herein, she was a minor of the age of 15 and was in the ninth grade. She is now of the age of majority.
2. Defendants Town of Dover and the Dover Police Department are municipal and/or government agencies within the State of New Jersey, County of Morris.

3. Defendant Officer Justin Gabrys (hereinafter "Gabrys") is, upon information and belief, a police officer in the employ of Defendants Town of Dover and/or the Dover Police Department. He is being sued individually and in his representative capacity. Defendant Gabrys committed, participated in and/or is responsible for the acts complained of herein, and he acted in concert with the other Defendants and/or under the authority, direction or control of the Defendants and/or willfully participated in the activities thereof and/or conspired with other persons and/or entities named herein or otherwise acted in ways that were harmful to Plaintiff as alleged herein or as may become known to Plaintiff. At all relevant times, Defendant Officer Justin Gabrys was acting under color of state law.
4. Defendant Sergeant Bruce Cole (hereinafter "Cole") is, upon information and belief, a Sergeant in the employ of Defendants Town of Dover and/or the Dover Police Department. He is being sued individually and in his representative capacity. Defendant Cole committed, participated in and/or is responsible for the acts complained of herein. He acted in concert with the other Defendants and/or under the authority, direction or control of the Defendants and/or willfully participated in the activities thereof and/or conspired with other persons and/or entities named herein or otherwise acted in ways that were harmful to Plaintiff as alleged herein or as may become known to Plaintiff. At all relevant times, Defendant Officer Bruce Cole was acting under color of state law.
5. At all times relevant to this Complaint, Defendant Police Officers John Does 1-25, whose identities are unknown to Plaintiff, were persons employed by Defendants Town of Dover and/or Dover Police Department who committed an unprovoked and unjustified assault and battery upon the Plaintiff and/or participated in her malicious prosecution on or about March

1, 2003 at a time when Plaintiff was a minor. Defendants Police Officers John Does 1-25 committed, participated in and/or are responsible for the acts complained of herein and otherwise acted in concert with the other Defendants, acted under the color of State law, under the authority, direction or control of the Defendants and/or willfully participated in the activities thereof and/or conspired with other persons and/or entities named herein or otherwise acted in ways that were harmful to Plaintiff as alleged herein or as may become known to Plaintiff.

6. At all times relevant to this Complaint, the Town of Dover and Dover Police Department employed police officers who were empowered to enforce the law and to apprehend the violators thereof. At all times relevant to this Complaint, the Dover Police Department, and the police officers it employed, conducted law enforcement activities on behalf of the Town of Dover.

ALLEGATIONS COMMON TO ALL COUNTS

7. Plaintiff was attending a teen-party at a club in the town of Dover, County of Morris, in the State of New Jersey. As Plaintiff was exiting the party, she was approached by members of the Dover Police Department, believed to be Defendant Officer Gabrys and/or Police Officers John Does 1-25, who appeared at the scene and began yelling at Plaintiff to "move along" or words to that effect.
8. Plaintiff, who was in ninth grade, stood approximately five foot one inches tall and weighed no more than 110 pounds, advised the officer(s) she was waiting for her ride when the officer(s) got out of the car and started walking towards Plaintiff.

9. Defendant Officer Gabrys grabbed Plaintiff by her arm and pushed her against a wall, pressing his body hard against hers. At that point, a bystander was yelling at the officer "get off her, your hurting her" or words to that effect.
10. Defendant Officer Gabrys spun Plaintiff around, cuffed her and proceeded to call for back-up. Another officer, believed to be Defendant Sergeant Cole, appeared on the scene and sprayed Plaintiff with mace. Plaintiff was then handcuffed and thrown into the police car and Defendants took her to the police station. While at the police station, Defendant Sergeant Cole began yelling and screaming at Plaintiff, using obscenities and threatening to have her taken to a mental institution. Defendants threatened Plaintiff with criminal prosecution, stating that they had a "tape" as evidence.
11. Plaintiff was charged with four separate offenses by Defendant Officer Gabrys, including aggravated assault, resisting arrest, disorderly conduct and obstructing the administration of law and held in detention for two (2) days.
12. Plaintiff was found not guilty of all of the charges except disorderly conduct. Plaintiff was forced to go through an entire trial because of the false and malicious charges that were brought against her. Further, Defendants either hid or failed to preserve the videotape that they claimed captured Plaintiff's conduct at a time when they knew it should have been preserved.
13. At all times relevant times hereto, and in committing the actions described herein, Defendants were acting under color and pretense of State law, to wit: under color of statute, ordinance, regulations, customs, practices, policies, procedures and other sources of authority as may be applicable. Each Defendant acted under the color and authority of each

Defendant's office heretofore alleged. The acts and omissions of Defendants alleged herein subjected Plaintiff to illegal and unconstitutional threats, harassment, harm, interference with the peaceful exercise of her constitutional rights guaranteed by the Constitution of the United States, the Constitution of the State of New Jersey and applicable Federal and State Laws.

14. Upon information and belief, the acts of Defendants alleged herein occurred during the execution or implementation of the policies, practices, procedures and/or customs of the foregoing governmental entities or officials thereof whose practices and acts may fairly be said to represent the official policy of said governmental entities and officials, and/or were part of a pattern/persistent practice sufficiently known to said entities and officials as to constitute unofficial authorization for same.
15. The acts, conduct and behavior of the Defendants were done knowingly, intentionally and maliciously for which Plaintiff is entitled to punitive damages against the appropriate Defendants.
16. The acts of the Defendants alleged herein violate the fundamental constitutional rights of Plaintiff. Plaintiff has no plain or adequate remedy at law to redress these violations of her Constitutional rights and this suit for judgment and damages is her only means of securing complete and adequate relief. No other remedy would offer Plaintiff substantial and complete protection from the continuance of Defendants' unlawful and constitutional acts, policies and procedures.

COUNT ONE
(ASSAULT & BATTERY / EXCESSIVE FORCE)

17. Plaintiff repeats and realleges the allegations contained in paragraphs 1 - 16 of this Complaint as if fully set forth herein at length.

18. Defendants Officer Gabrys and Sergeant Cole and/or one or more of Defendants 1-25, while acting within the scope of their employment as agents for Defendants Town of Dover and/or Dover Police Department did, without cause or justification, wrongfully subject Plaintiff to assault and battery and placed her in fear of apprehension of same. At the time of the assault, Plaintiff was not violating any laws, was not attempting to interfere with Defendants' execution of their duties and was not engaged in any assaultive behavior towards Defendants. Said acts by Defendants were entirely unjustified by the acts of Plaintiff and constitute unreasonable and excessive use of force against Plaintiff and resulted in severe, debilitating and permanent injuries.
19. The actions of the Defendants violated Plaintiff's fundamental rights under the Constitution of the United States including the right to be free from unreasonable and excessive force, freedom from the deprivation of liberty, without due process of law, freedom from summary punishment and Plaintiff's rights under the Fifth and Fourteenth Amendments of the Constitution of the United States, 42 U.S.C. § 1983, 42 U.S.C. § 1988 and Article I, ¶ 1, 7 and 12 of the Constitution of the State of New Jersey.
20. Defendants subjected Plaintiff to deprivation by malice and/or with reckless disregard of Plaintiff's rights.
21. As a direct and proximate result of Defendants' acts, Plaintiff has suffered, and will continue to suffer, severe and permanent injuries, was forced to endure great pain and mental suffering and to incur medical and legal expenses.

WHEREFORE, Plaintiff demands judgments against the Defendants, and each of them, for damages including compensatory, punitive, hedonic and exemplary; pain and suffering, lost

wages, reimbursement of expenses, attorneys fees, interest, costs of suit and such other and further relief as the Court may deem just and proper.

COUNT TWO
(FALSE ARREST, IMPRISONMENT AND UNLAWFUL SEIZURE)

22. Plaintiff repeats and realleges the allegations contained in paragraphs 1-21 of this Complaint as if fully set forth herein at length.
23. The acts of Defendants were in violation of Plaintiff's right to be free from unreasonable seizure and to be free from deprivation of liberty without due process of law, to equal protection of law and violated Plaintiff's rights under the Fourth, Fifth, and Fourteenth Amendments of the Constitution of the United States, 42 U.S.C. § 1983, 42 U.S.C. § 1988, Article I, ¶ 1, 7 and 12 of the Constitution of the State of New Jersey and the New Jersey Civil Rights Act, N.J.S.A. 10:6-2 et. seq.
24. As a direct and proximate result of Defendants' acts, Plaintiff has suffered and will continue to suffer severe and permanent injuries, was forced to endure great pain and mental anguish and incur medical and legal expenses.

WHEREFORE, Plaintiff demands judgments against the Defendants, and each of them, for damages including compensatory, punitive, hedonic and exemplary, pain and suffering, lost wages, reimbursement of expenses, attorneys fees, interest, costs of suit and such other and further relief as the Court may deem just and proper.

COUNT THREE
(ABUSE OF PROCESS AND MALICIOUS PROSECUTION)

25. Plaintiff repeats and realleges the allegations contained in paragraphs 1-24 of this Complaint as if fully set forth herein at length.

26. On or about March 1, 2003, Defendant Officer Gabrys issued four charges against Plaintiff without sufficient probable cause and issued the charges knowing that the allegations contained therein to be false.
27. Each of the Defendants willfully failed to discharge their duties and actively conspired to bring false criminal charges against Plaintiff and furthered the purposes of the conspiracy by failing to reveal knowledge in their possession and/or the results of their investigations to the appropriate authorities.
28. The Defendants directly, or indirectly, under the color of law approved and/or ratified the unlawful, deliberate, malicious, reckless and wanton conduct of their co-conspirators heretofore described, all of which deprived the Plaintiff of her Constitutional rights guaranteed to her by the Fourth, Fifth, and Fourteenth Amendments to the Constitution of the United States, 42 U.S.C. § 1983, 42 U.S.C. § 1988, Article I, ¶ 1, 7 and 12 of the Constitution of the State of New Jersey, and the New Jersey Civil Rights Act, N.J.S.A. 10:6-2 et. seq.
29. As a direct and proximate result of Defendants acts, Plaintiff has suffered and will continue to suffer severe and permanent injuries, was forced to endure great pain and mental anguish and incur medical and legal expenses.

WHEREFORE, Plaintiff demands judgments against the Defendants, and each of them, for damages including compensatory, punitive, hedonic, exemplary, pain and suffering, emotional distress, reimbursement of expenses, attorneys fees, interest, costs of suit and such other and further relief as the Court may deem just and proper.

COUNT FOUR
(RESPONDEAT SUPERIOR)

30. Plaintiff repeats and realleges the allegations contained in Paragraphs 1-29 of this Complaint as if fully set forth herein at length.
31. The acts of the individual Defendants stated herein were performed as agents, servants and/or employees of Defendants Town of Dover and/or Dover Police Department and were done within the scope of their employment.
32. Accordingly, said Defendants are liable to Plaintiff for the acts of the individual Defendants under the doctrine of Respondeat Superior.
33. As a direct and proximate result of Defendants acts, Plaintiff has suffered and will continue to suffer severe and permanent injuries, was forced to endure great pain and mental anguish and incur medical and legal expenses.

WHEREFORE, Plaintiff demands judgments against the Defendants, and each of them, for damages including compensatory, punitive, hedonic, exemplary pain and suffering, reimbursement of expenses, attorneys fees, interest, costs of suit and such other and further relief as the Court may deem just and proper.

COUNT FIVE
(OFFICIAL POLICY)

34. Plaintiff repeats and realleges the allegations contained in paragraphs 1-33 of this Complaint as if fully set forth herein at length.
35. The actions alleged herein were undertaken by the individual Defendants in their capacities as final decision makers or agents thereof pursuant to the authority granted to them by the

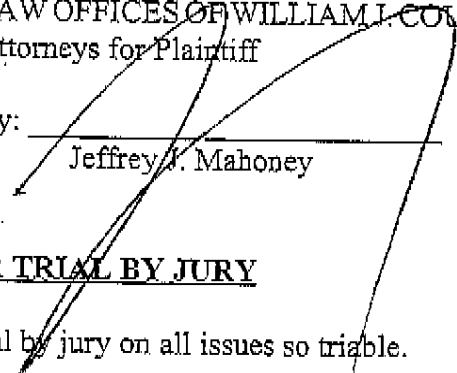
Town of Dover and/or the Dover Police Department and/or other sources of authority and such actions represent official municipal and governmental policy and practice.

36. As a direct and proximate result of Defendants acts, Plaintiff has suffered and will continue to suffer severe and permanent injuries, was forced to endure great pain and mental anguish and incur medical and legal expenses.

WHEREFORE, Plaintiff demands judgments against the Defendants, and each of them, for damages including compensatory, punitive, hedonic and exemplary; pain and suffering, reimbursement of expenses, attorneys fees, interest, costs of suit and such other and further relief as the Court may deem just and proper.

RECEIVED & FILED
SUPERIOR COURT
08 MAR 12 PM 3:05
CIVIL DIVISION

LAW OFFICES OF WILLIAM J. COURTNEY, LLC
Attorneys for Plaintiff

By: 
Jeffrey J. Mahoney

Dated: February 29, 2008

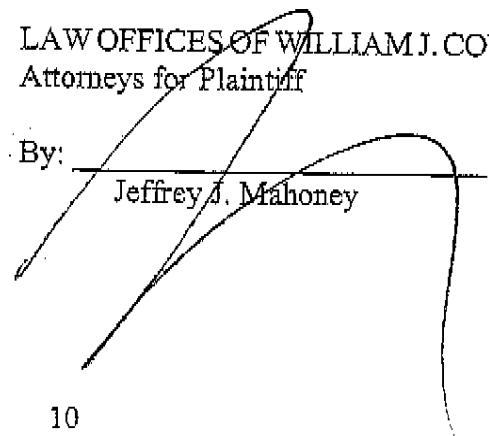
DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands trial by jury on all issues so triable.

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE, that pursuant to rule 4:25-4, William J. Courtney, Esq. is hereby designated as trial counsel.

LAW OFFICES OF WILLIAM J. COURTNEY, LLC
Attorneys for Plaintiff

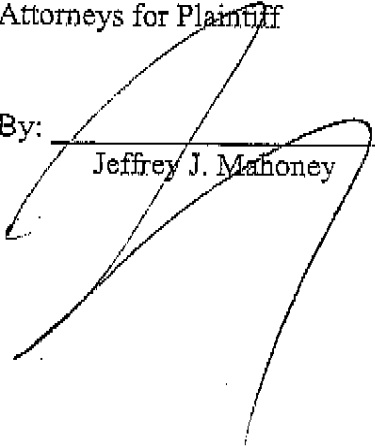
By: 
Jeffrey J. Mahoney

Dated: February 29, 2008

CERTIFICATION PURSUANT TO RULE 4:5-1

I hereby certify that I have no knowledge of any other pending action or proceeding concerning the subject matter of this action. It is not anticipated at this time that there is any other party who should be joined in this action.

LAW OFFICES OF WILLIAM J. COURTNEY, LLC
Attorneys for Plaintiff

By: 
Jeffrey J. Mahoney

Dated: February 29, 2008

GENERAL RELEASE

THIS GENERAL RELEASE (hereinafter referred to as the "Release") is made and entered into by and between Angelica Lopez (hereinafter referred to as "Lopez" includes herself and her legal representatives and agents), for the benefit of the Town of Dover, Dover Police Department (hereinafter collectively referred to as "Dover") and Justin Gabrys, individually (hereinafter referred to as "Gabrys") and Bruce Cole, individually (hereinafter referred to as "Cole") for the following purposes and with reference to the following background.

BACKGROUND

A. Lopez filed suit in the United States District Court, District of New Jersey, Civil Action No. 2:08-cv-02115-HAA-ES alleging assault & battery/excessive force; false arrest, and malicious prosecution against Dover and Gabrys and Cole; and

B. Dover and Gabrys and Cole have denied, and continue to deny, any and all liability for all the claims alleged by Lopez and denies that Dover and Gabrys and Cole violated any laws or alleged claims, engaged in any unlawful or wrongful conduct against Lopez in any manner; and

C. The Parties desire to make a full and final settlement of any and all of Lopez's claims and potential claims against Dover and Gabrys and Cole, known or unknown, asserted or unasserted, based on any facts, events, acts or omissions, whether now known or unknown, occurring on or before the effective date of this Release, without any judicial, administrative, or arbitral resolution of them and without any admission with respect to any issues presented or capable of being presented.

NOW THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, and intending to be legally bound, the undersigned parties agree as follows:

1. Non-Admission. This Release is not, and shall not in any way be considered or construed as, an admission by Dover and Gabrys and Cole of any tortuous conduct or of any violation of any law, common law, or federal, state or local statute or regulation, or of any alleged duty owed by Dover and Gabrys and Cole to Lopez, or of any unlawful or wrongful acts whatsoever by Dover and Gabrys and Cole. The payment hereunder is made solely to avoid the inconvenience and cost of litigation and to resolve completely all of Lopez's claims against Dover and Gabrys and Cole, known or unknown, asserted or unasserted, as more fully detailed in Paragraph 7, below.

2. Cooperation. The parties agree to cooperate fully with each other in connection with any steps required to be taken as part of their obligations under this Release.

3. Withdrawal and Dismissal of Lawsuit and Promise Not to Sue.

Lopez understands that the Court in the United States District Court, District of New Jersey will dismiss her lawsuit, and she agrees not to refile, revive, or reopen this lawsuit in any way. Lopez further agrees not to file any other Charges with any state or federal agency against Dover and/or Gabrys and/or Cole.

Lopez further agrees that neither she, nor any person, organization, agency, or other entity on her behalf, will file, charge, claim or sue, or cause to be filed, charged, claimed or sued, any other lawsuit, legal proceeding, action, or claim of any nature with any court or agency (including any action for damages, attorneys fees,

injunction, declaratory, monetary, equitable or other relief) against Dover or Gabrys or Cole, based on any matter, fact or event occurring prior to the effective date of this Release, whether now known or unknown, or involving any continuing effects of any acts or practices which may have arisen or occurred prior to the effective date of this Release, whether now known or unknown.

Lopez understands and agrees that she will not be considered a prevailing party under any statute, common law, or otherwise as a result of this Release.

4. Payment. In exchange for the promises, Releases, and legal releases stated herein, and other good and valuable consideration, Lopez will be paid a lump sum of Fifteen Thousand Dollars (\$15,000) within thirty (30) days from the effective date of this Release. The effective date of this Release shall be the date upon which Dover and Gabrys and Cole receives Lopez's signed and notarized Release, a W-9 form and a child support search report from her attorney.

The payment of \$15,000.00 will not be subject to any withholding and will be taxed in the manner of a 1099 form, and all payments shall be made to the Law Offices of William J. Courtney LLC, to be held in trust for Angelica Lopez, and it shall be the responsibility of counsel to distribute Lopez's portion of her settlement proceeds to her.

5. Lopez's Tax Indemnification. Lopez agrees to indemnify and hold Dover and Gabrys and Cole harmless from any and all federal, state, and local tax liabilities, deficiencies, levies, interest, and penalties that may be assessed as a result of not withholding income and payroll taxes on the monies paid pursuant to this Release if she fails to properly pay any taxes to which her settlement may be subject.

6. Full and Complete Settlement. Lopez agrees that the payment described in paragraph 4 will be received by Lopez in full and complete settlement, as more fully detailed in paragraph 7, below, of all known or unknown claims, asserted or unasserted, of Lopez allegedly arising out of any and all conduct or actions of Dover and Gabrys and Cole as more fully detailed in Paragraph 7, below.

7. General Release and Waiver of all Claims by Lopez. In consideration for the payment and promises described in paragraph 4, Lopez fully releases and forever discharges Dover and Gabrys and Cole and all of Dover's former or current directors, officers, administrators, trustees, shareholders, agents, supervisors, employees, attorneys, legal representatives, servants, insurers, any and all benefit plans, and successors and assigns, and each of them (herein "Dover" and/or "Released Parties"), of and from any and all claims, actions, causes of action, back pay, front pay, contracts, Releases, compensation, pay, promises, charges, judgments, grievances, obligations, rights, demands, debts, sums of money, salaries, wages, benefits, physical injury, pain, suffering, emotional distress, compensatory damages, punitive damages, attorneys' fees, expenses, costs, losses liabilities, damages, or accountings of whatever nature, whether known or unknown, disclosed or undisclosed, asserted or unasserted, in law or equity, contract or tort or otherwise (herein collectively designated "Claim" or "Claims"), through the effective date of this Release.

Lopez hereby specifically waives, releases and gives up all Claims and rights, as described in the preceding paragraph, whether now known or unknown, which she has or may have, against Dover and the Released Parties, based on any fact, act, event, or omission, whether now known or unknown, occurring before the effective date

of this Release. Lopez understands that she is waiving, releasing and giving up all Claims and rights that she knows about and all Claims and rights that she may not know about.

8. Attorneys' Fees, Costs, and Expenses. Each party shall be responsible solely for its or their own attorneys' fees, costs and expenses. Lopez specifically waives all claims to attorneys' fees, costs, and expenses from Dover and Gabrys and Cole including all claims for reimbursement to Dover and Gabrys and Cole or its attorneys, agents, or family members, of any attorneys' fees, costs, and expenses she has incurred or paid, or which were paid on her behalf.

9. Applicable Law and Severability. This Release shall be governed by and construed in accordance with the laws of New Jersey, except where federal law controls. Should any provision of this Release be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be a part of this Release.

10. Entire Release. This Release sets forth the entire Release between the parties and fully supersedes any and all prior Releases or understandings between the parties.

11. Lopez's Certification. Lopez agrees, certifies, acknowledges, and represents: (a) that she has been and is hereby advised in writing to consult with an attorney of her choice and at her expense, prior to signing this Release; (b) that she has had adequate time and opportunity to review and discuss, and has reviewed and discussed, all of the terms and sections of this Release thoroughly with her attorney; (c)

that her attorney has explained this entire Release to her; (d) that she does not waive any rights or claims that may arise after the date this Release becomes effective; (e) that she shall have and was given at least twenty-one (21) days to consider the terms and conditions of this Release before signing it; (f) that her waiver of Claims and this General Release shall not become effective until the effective date of this Release; and (g) that in accordance with the Older Workers Benefit Protection Act, she understands that she will have an additional seven (7) day period following the date of the signing of this Release by all parties to revoke or cancel this Release. To be effective, any such revocation must be in writing and delivered to Defendant's attorney, Eric Harrison, Esq., by hand or by mail within the 7-day period. If sent by mail, the revocation must be (1) postmarked within the 7-day period; (2) properly addressed; and (3) sent by certified mail, return receipt requested. Lopez understands that if she revokes this Release, Dover and Gabrys and Cole will not be required to make any payments hereunder to Lopez or her attorneys, and Lopez and her attorneys will not be entitled to the payment and consideration stated above.

If Lopez decides to sign this Release before the expiration of the 21-day period, Lopez specifically acknowledges that she has had sufficient time and opportunity to review and understand the terms of this Release and specifically waives and gives up any rights for additional time or opportunity to review it.

The check for payment of the amount(s) set forth in paragraph 4 shall be delivered to Lopez's attorney in the foregoing manner: Lawyers Service.

LOPEZ FURTHER CERTIFIES, ACKNOWLEDGES, AND REPRESENTS THAT SHE IS ABLE TO READ AND UNDERSTAND ENGLISH,

THAT SHE UNDERSTANDS ALL OF THE PROVISIONS HEREIN, WITH THE ADVICE AND ASSISTANCE OF HER ATTORNEY, AND THAT SHE MAKES THIS RELEASE KNOWINGLY AND VOLUNTARILY. LOPEZ ACKNOWLEDGES THAT SHE HAS NO PHYSICAL OR MENTAL PROBLEM, CONDITION, OR IMPAIRMENT OF ANY KIND WHICH HAS INTERFERED WITH HER ABILITY TO READ AND UNDERSTAND THE MEANING OF THIS RELEASE OR ITS TERMS. LOPEZ FURTHER REPRESENTS THAT IN SIGNING THIS RELEASE, SHE DOES NOT RELY ON ANY PROMISES OR REPRESENTATIONS MADE BY ANYONE OTHER THAN THOSE STATED SPECIFICALLY HEREIN.

12. Full Knowledge. Lopez further warrants, represents, and agrees that in signing this Release, she does so with full knowledge of any and all rights which she may have with respect to Dover and Gabrys and Cole, other Released Parties, or the Lawsuit.

13. Headings. The headings of the paragraphs in this Release are for convenience only and shall not control or affect the meaning or construction of, or limit the scope or intent of, any of the provisions of this Release.

14. Effective Date. The effective date of this Release shall be the next day following the end of the seven (7) day revocation period, unless this Release is revoked properly within such revocation period.

IN WITNESS WHEREOF, and intending to be legally bound, Lopez has executed this General Release as of the dates set forth below.

By: Angelica Lopez

By

(Handwritten signature of Angelica Lopez)

(Signature)

Angelica Lopez
(Type or Print Name)

Dated: 10.29.09.

STATE OF NEW JERSEY, COUNTY OF Orange, State of Florida

I CERTIFY that on 10/29/09, 2009, Angelica Lopez 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.

(Handwritten signature of Lisa M. Oleaga)

(Notary Public)

(Raised seal)

