

LAW OFFICES OF ANTHONY L. COVIELLO, LLC
307 Montgomery Street
Bloomfield, New Jersey 07003
973-748-4600
Attorney(s) for Plaintiff(s)
Our File No.: 201020

Plaintiff(s)

INES CAJIGAS, Administratrix Ad Prosequendum and General Administratrix of THE ESTATE OF SANTOS JAVIER CAJIGAS,

vs.

COUNTY OF ESSEX DEPARTMENT OF CORRECTIONS; SCOTT A. FAUNCE, SR., Director; LARRY GLOVER, Warden; JOHN DOES # 1-5 (names being fictitious); RICHARD ROES, M.D./D.O. #1-5 (names being fictitious), MARY DOES, R.N. # 1-5 (names being fictitious); CORRECTIONAL HEALTH SERVICES, INC.,

Defendant(s)

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

Civil Action No.: 2:08-CV-05834

FIRST AMENDED COMPLAINT
and
JURY DEMAND

Plaintiff, Ines Cajigas, residing at 19 Wakeman Avenue, in the City of Newark, County of Essex, and State of New Jersey, on behalf of The Estate of Santos Javier Cajigas, deceased, by way of complaint against the defendants above says:

FIRST COUNT

1. At all times material hereto, the decedent had been a citizen of the United States of America and a resident of the State of New Jersey.

2. The County of Essex is an organized public entity and the Department of Corrections (hereinafter, "DOC") is a separate department within the Essex County government entrusted with the supervision and maintenance of the county jail system.

3. At all times material hereto, Scott A. Faunce, Sr., was the Director of the Department of Corrections of The County of Essex, and was responsible for the establishment of practices and procedures observed by employees and staff of the department.

4. At all times material hereto, the defendant, Larry Glover, was the Warden for the Essex County Jail located at 354 Doremus Avenue, Newark, New Jersey, (hereinafter, "Jail") where he was responsible for establishing, implementing and enforcing reasonable and accepted practices and procedures to be followed by employees and/or staff of the Department of Corrections in their dealings with jail inmates.

5. At all times material hereto, defendants, John Does # 1-5, are unidentified persons employed as correction officers or correction supervisors who were responsible for the processing and safety of the decedent while at the jail.

6. At all times material hereto, the defendants, Richard Roes, M.D./D.O. # 1-5, were licensed medical doctors employed by, or retained by the Department of Corrections to address the health concerns and needs of inmates at the jail, including the decedent.

7. At all times material hereto, Mary Does, R.N. # 1-5, were nurses employed by or otherwise retained by the Department of Corrections to assist in the medical screening of the inmate population and in the delivery of medical services to said inmates, including the decedent.

8. Correctional Health Services, Inc., on information and belief, was an entity with whom the County of Essex contracted to provide medical services to inmates at the Essex County Jail.

9. On or about April 3, 2006, the decedent, Santos Javier Cajigas, was committed to the Essex County Jail and assigned to cell 211, in wing 3-C-1 of the Essex County Jail.

10. Thereafter, the defendants, jointly and severally, individually and collectively, had the duty to screen the medical condition of the decedent, and if appropriate, provide reasonable medical care and attention to the decedent.

11. The defendants, individually and collectively, jointly and severally, were negligent in the medical screening and supervision of the decedent while in their custody.

12. The defendants, Faunce and Glover, failed to implement reasonable practices and procedures to provide for the medical care of jail inmates, including the decedent;

failed to implement proper procedures; failed to enforce practices and procedures that were in effect; and were otherwise negligent in the medical screening care and treatment of the decedent.

13. The defendants, Mary Does # 1-5, were negligent in initiating, conducting and reporting results from the medical screen of the decedent, and in providing adequate and reasonable medical care and referrals.

14. The defendant, Department of Corrections, through its agent, servants and/or employees, designated as John Does, #1-5, who were correction officers and their supervisors, were negligent in failing to take reasonable actions to monitor, report upon and/or deliver necessary medical attention to the decedent, despite actual and/or constructive knowledge that the decedent was seriously ill during his incarceration, and these defendants were otherwise negligent in the care and supervision of the decedent.

15. As a result of the negligence of the defendants, jointly and severally, individually and collectively, the decedent became increasingly ill during his incarceration, and as a result of said negligence, the decedent died on April 16, 2006, to the pecuniary damage of his dependents.

WHEREFORE, the plaintiff, Ines Cajigas, Administratrix Ad Prosequendum and General Administratrix of the Estate of Santos Javier Cajigas, demands judgement against the defendants, County of Essex Department of Corrections; Scott A. Faunce, Sr., Director; Larry Glover, Warden; John Does # 1-5 (names being fictitious); Richard Roes, M.D./D.O. #1-5 (names being fictitious), Mary Does, R.N. # 1-5 (names being fictitious); Correctional Health Services, Inc., jointly and severally, individually and collectively, for damages, attorneys fees and costs of suit.

SECOND COUNT

1. Plaintiff repeats and realleges each of the allegations contained in the First Count above and makes same a part hereof.

2. By virtue of the negligence of the defendants aforesaid, individually and collectively, jointly and severally, the decedent, up to the time of his death, did become increasingly ill and sustained great pain and suffering.

WHEREFORE, the plaintiff, Ines Cajigas, Administratrix Ad Prosequendum and General Administratrix of the Estate of Santos Javier Cajigas, demands judgement against the defendants, County of Essex Department of Corrections; Scott A. Faunce, Sr., Director; Larry Glover, Warden; John Does # 1-5 (names being fictitious); Richard Roes, M.D./D.O. #1-5 (names being fictitious), Mary Does, R.N. # 1-5 (names being fictitious); Correctional Health Services, Inc., jointly and severally, individually and collectively, for damages, attorneys fees and costs of suit.

THIRD COUNT

1. Plaintiff repeats and realleges each of the allegations contained in the First and Second Counts above and makes same a part hereof.

2. At all times material hereto, each and every defendant, identified or yet to be identified, individual or corporate, was acting under color of state law with respect to all conduct that effected the plaintiff's decedent while he was a jail inmate.

3. The Department of Correction, its director and warden, were policy-makers responsible for the medical needs of the jail inmates, including the decedent.

4. The County of Essex, Department of Corrections, Director Faunce, Warden Glover, failed to institute and maintain a medical policy that provided minimal safeguards to the inmate population and were deliberately and recklessly indifferent to the medical needs of the inmates including the decedents.

5. As a result of the conduct of the defendants acting under color of state law, individually and collectively, jointly and severally, deprived the decedent of his life in violation of United States Constitution and in violation of *42 U.S.C. 1983*.

WHEREFORE, Plaintiff demands compensatory and punitive damages and counsel fees.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, *Anthony L. Coviello, Esq.*, is hereby designated trial counsel in the within matter.

JURY DEMAND

Plaintiff herein demands a trial by jury as to all issues and counts of the complaint.

LAW OFFICES OF ANTHONY L. COVIELLO, LLC
Attorneys for Plaintiff

BY: /ss/Anthony L. Coviello
ANTHONY L. COVIELLO

Dated: May 13, 2009

RULE 4:5-1 CERTIFICATION

1. I am the attorney for the plaintiff in the foregoing complaint.
2. The matter in controversy is not the subject of any pending arbitration proceeding or other action and no arbitration proceeding is contemplated in the future.
3. I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

LAW OFFICES OF ANTHONY L. COVIELLO, LLC
Attorneys for Plaintiff(s)

BY: /ss/ Anthony L. Coviello
ANTHONY L. COVIELLO

DATED: May 13, 2009

RELEASE

This Release, dated *July 23*, 2009, is given

BY: the Releasor(s), **INES CAJIGAS, Administratrix Ad Prosequendum and General Administratrix of the Estate of Santos Javier Cajigas**, referred to as "I",

TO: the Releasee(s), **PRISON HEALTH SERVICES, INC., and LEXINGTON INSURANCE COMPANY**, referred to as "You".

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

1. **Release.** I release and give up any and all claims and rights which I may have against you. This 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. I specifically release the following claims:

More particularly, including all of the above and without in any way limiting the same, any claim or claims, including any claim for attorneys' fees and costs of any kind, cause or causes of action which I now have or may hereafter have against the said Releasees, their successors, assigns and heirs which was the subject matter of a suit filed in the United States District Court for the District of New Jersey, bearing civil action number 2:08-cv-5834.

It is expressly understood that the acceptance of the said amount is in full accord and satisfaction and in compromise of all claims against the said Releasees, and the payment is not an admission of liability, but made for the sole purpose of terminating the litigation between the parties. To the best of Releasor's knowledge there are no liens by any entity on the settlement funds, and in the event there is any lien then the Releasor is responsible for the payment of that lien from the settlement funds, and the Releasor will indemnify the Releasees, and their counsel, for any demand made by any entity for the payment of any lien from the settlement funds.

2. **Payment.** I have been paid a total of \$76,000.00, in full payment for making this Release, from the Releasors identified in this Release. I agree that I will not seek anything further including any other payment from you.

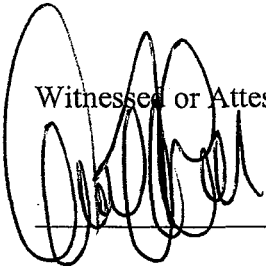
3. **Who is Bound.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.


4. **Confidentiality.** I understand that this settlement is confidential, and is not to be communicated, publicized or reported to individuals outside the "immediate family" of the plaintiff, except on a "need to know" basis, such as to financial planners, or other individuals or entities who need to be informed of the amount of the settlement. "Immediate family" is defined as blood relative or spouses, and it is understood that the confidentiality agreement extends to those individuals as well. Should this clause be violated, then the defendants, Releasors, reserve the right to take appropriate legal action.

I further understand and agree that I and my attorney shall keep the terms of this settlement and Release strictly confidential and that neither I nor my attorney shall disclose same to any person, other than the members of Releasors' immediate family, the attorney's employees, the Releasor's accountants or financial advisors, with the prior written consent of the Releasees or their duly authorized representatives. It is further understood and agreed that neither Releasor nor his attorney or other representatives, will in any way publicize or cause to be publicized in any news or communications media, including but not limited to newspapers, magazines, journals, radio or television, the facts of or the terms and conditions of this settlement. Releasors expressly agree to decline comment on any aspect of this settlement to members of the news media.

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

Witnessed or Attested by:



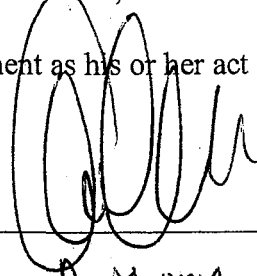

INES CAJIGAS
Administratrix of the Estate of
Santos Javier Cajigas

STATE OF NEW JERSEY :
:SS
COUNTY OF Essex :

I CERTIFY THAT ON 7/23, 2009, INES CAJIGAS, Administratrix of the
Estate of Santos Javier Cajigas, 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.



Anthony L. Corneillo, Esq
Attorney At Law
State of New Jersey

PREPARED BY:

STEPHEN E. SIEGRIST
Attorney-At-Law
State of New Jersey

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U.S. District Court

District of New Jersey [LIVE]

Notice of Electronic Filing

The following transaction was entered on 6/26/2009 at 3:28 PM EDT and filed on 6/26/2009

Case Name: CAJIGAS et al v. COUNTY OF ESSEX DEPARTMENT OF CORRECTIONS et al

Case Number: 2:08-cv-5834

Filer:

WARNING: CASE CLOSED on 06/26/2009

Document Number: 17

Docket Text:

ORDER DISMISSING CASE as settled as to all claims against all parties w/out costs & w/out prejudice.. Signed by Judge Joseph A. Greenaway, Jr. on 6/26/09. (DD,)

2:08-cv-5834 Notice has been electronically mailed to:

ALAN R. RUDDY aruddy@counsel.essexcountynj.org, csweat@counsel.essexcountynj.org

ANTHONY L. COVIELLO coviellolaw@aol.com, dally1976@yahoo.com, magsnow@msn.com

STEPHEN E. SIEGRIST ssiegrist@okllp.com, lcoin@okllp.com

2:08-cv-5834 Notice will not be electronically mailed to::

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