

JOEL I. RACHMIEL, ESQ.

99 Morris Avenue
Springfield, New Jersey 07081
(973) 467-9200

Attorney for Plaintiff

STEVEN ECHEVARRIA,

Plaintiff,

vs.

OFFICER JOE CAMACHO,
OFFICER PAUL WILKES, JOHN
DOE (Fictitious Name) and
TOWN OF DOVER POLICE
DEPARTMENT,

Defendants.

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CIVIL DIVISION

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION : MORRIS COUNTY
DOCKET NO.

MRS-L-1806-09

Civil Action

**COMPLAINT, JURY DEMAND, AND
DEMAND FOR ANSWERS TO FORM C
INTERROGATORIES**

Plaintiff, Steven Echevarria, residing at 13 Corwin Street, in the Township of Kevil, County of Morris, and State of New Jersey, by way of Complaint against the defendants alleges and says:

FIRST COUNT

1. At all times mentioned herein, the defendant Town of Dover Police Department was a duly authorized municipal law enforcement agency established under the laws of the State of New Jersey.

2. At all times mentioned herein, defendants Officer Joe Camacho, Officer Paul Wilkes, and Officer John Doe (Fictitious Name) were the employees, agents, or servants of the Town of Dover Police Department and were at all times acting in the course of that employment.

3. On or about April 11, 2008, Officer Joe Camacho, Officer Paul Wilkes and Officer John Doe (Fictitious Name) did illegally, improperly and without probable cause to do so seize and arrest plaintiff Steven Echevarria and illegally imprison and detain him in a cell at the Dover Police Department.

4. Some time later, Officer Joe Camacho removed plaintiff from his cell and took him to a back area within the police department where he unlawfully

and physically assaulted plaintiff, thereby inflicting serious personal injuries upon him.

5. There was no probable cause for the illegal seizure or arrest of plaintiff or for the negligent, careless and reckless behavior of defendants in physically assaulting him.

6. The conduct of defendants aforesaid, who were acting individually, jointly and in conspiracy with each other, resulted in plaintiff being falsely, maliciously and unlawfully arrested and restrained and subject to an illegal search, thereby depriving plaintiff of his right to be free from the unreasonable and unlawful seizure of his person, to the Equal Protection of the Law, and Due Process of Law in violation of the Fourth and Fourteenth Amendments to the Constitution of the United States, the laws of the United States, including but not limited to 42 U.S.C. 1983, and the Constitution and laws of the State of New Jersey including but not limited to NJSA 10:6-2.

7. All of the acts aforesaid were undertaken in a willful and malicious manner with an immoral purpose and to unjustly enrich the defendants and to injure the reputation, standing and integrity of plaintiff, to his detriment, and defendants are therefore liable to plaintiff for punitive damages in addition to compensatory damages.

8. As a direct and proximate result of the actions of the defendants, and particularly of their willful, intentional, false, malicious, reckless, or grossly negligent actions in seizing and arresting plaintiff, plaintiff was greatly humiliated and disgraced, suffered great mental and physical anguish, suffered severe damage to his reputation and standing in the community, and has otherwise been damaged and injured in diverse other manners to his great detriment.

WHEREFORE, plaintiff demands judgment for damages against the defendants, both compensatory and punitive, together with reasonable attorney's fees, lawful interest, and costs of suit.

SECOND COUNT

1. Plaintiff repeats all the allegations contained in the First Count of the Complaint as though set forth fully at length.

2. Officer Joe Camacho and Officer Paul Wilkes used excessive force in implementing their unreasonable and unlawful seizure of plaintiff in violation of the Fourteenth Amendment of the United States Constitution, the laws of the United States including but not limited to the federal Civil Rights Act, 42 USCA § 1983, and the Constitution and laws of the State of New Jersey including but not limited to the New Jersey Civil Rights Act, NJSA 10:6-2.

WHEREFORE, plaintiff demands judgment for damages against the defendants, both compensatory and punitive, together with reasonable attorney's fees, lawful interest and costs of suit.

THIRD COUNT

1. Plaintiff repeats the allegations contained in the First and Second Counts of the Complaint as though set forth fully at length.

2. At all times mentioned herein Town of Dover Police Department was the employer of the individual defendants who were acting as its agents, servants and employees.

3. The Town of Dover Police Department failed to use reasonable care in the selection of its employees, agents and servants, failed to properly train and supervise the individual defendants, and failed to provide appropriate safeguards to prevent the unlawful conduct described resulting in the violation of plaintiff's civil rights.

4. The Town of Dover Police Department acted under color of law pursuant to its official policy or custom and practice and intentionally, knowingly, recklessly or with deliberate indifference failed to properly and adequately control and discipline on a continuing basis the individual defendants in the performance of their duties and otherwise failed to refrain the individual defendants from the unlawful conduct described resulting in the violation of plaintiff's civil rights.

5. The Town of Dover Police Department had knowledge of or had diligently exercised its duties to instruct, supervise, control and discipline the individual defendants on a continuing basis should have had knowledge of the wrongs that were done as alleged and intentionally, knowingly, or with deliberate indifference to the rights of plaintiff failed or refused to prevent their commission.

6. The Town of Dover Police Department directly or indirectly and under color of law thereby approved or ratified the unlawful, deliberate, malicious, reckless and wanton conduct of the individual defendants.

WHEREFORE, plaintiff demands judgment against the defendant Town of Dover Police Department for both compensatory and punitive damages, together with reasonable attorney's fees, lawful interest and costs of suit.

JURY DEMAND

Plaintiff hereby demands trial by jury on all issues.

**DEMAND FOR CERTIFIED ANSWERS TO FORM C
INTERROGATORIES AND OTHER RELATED DOCUMENTS
PURSUANT TO RULE 4:17-1.**

Pursuant to Rule 4:17-1, plaintiffs hereby demand that defendants upon whom this pleading is served furnish fully responsive and certified answers to Form C Interrogatories together with the attachments required therein within

the time prescribed by the Rules of Court.

ATTORNEY CERTIFICATION PURSUANT TO R.4:5-1(b)2

The matter in controversy is not the subject of any other action pending in any Court or of any pending arbitration proceeding, nor are any such actions or arbitrations contemplated. There are no other known parties who should be joined in this action.

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 for contempt of court.

/s/ JOEL I RACHMIEL

JOEL I. RACHMIEL
Attorney for Plaintiff

Dated: June 4, 2009

GENERAL RELEASE

THIS GENERAL RELEASE (hereinafter referred to as the "Release") is made by Releasor Steven Echevarria (hereinafter referred to as "Echevarria" or "Releasor" (includes himself and his legal representatives and agents), for the benefit of the Town of Dover, its Agents, Employees and Representatives, Joe Camacho and Paul Wilkes (hereinafter collectively referred to as "Dover") for the following purposes and with reference to the following background.

BACKGROUND

A. Steven Echevarria filed a complaint with the New Jersey Superior Court, Morris County under Docket # MRS-L-1806-09 against Dover and certain of its employees alleging civil rights violations; and

B. Dover has denied, and continues to deny, any and all liability for all the claims alleged by Echevarria and denies that Dover or its employees violated any laws or engaged in any unlawful or wrongful conduct against Steven Echevarria or violated his rights in any manner; and

C. The Parties desire to make a full and final settlement of any and all of Echevarria's claims and potential claims against Dover, 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 of any tortious 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 to Echevarria, or of any unlawful or wrongful acts whatsoever by Dover. The payment hereunder is made solely to avoid the inconvenience and cost of litigation and to resolve completely all of Echevarria's claims against Dover, known or unknown, asserted or unasserted, as more fully detailed in Paragraph 7, below.

2. Cooperation. Echevarria agrees to cooperate fully in connection with any steps required to be taken as part of his obligations under this Release.

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

Echevarria understands that this Release extinguishes any claims or potential claims as to Dover, and agrees not to file, revive any claims, or open a lawsuit in any way on account of any event or events occurring prior to the execution of this Release. Echevarria further agrees not to file any other Charges with any state or federal agency against Dover and/or any of its employees, agents or administrators on account of any event(s) occurring prior to execution of this release.

Echevarria further agrees that neither he, nor any person, organization, agency, or other entity on his behalf, will file, charge, claim or sue, or cause to be filed, charged, claimed or sued, any 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, 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.

Echevarria understands and agrees that he 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, Echevarria will be paid by Dover's liability insurers a lump sum of One Hundred Eighty-Five Thousand Dollars (\$185,000.00) within thirty (30) days from the Effective Date of this Release. The Effective Date of this Release shall be the date upon which Dover receives Echevarria's signed and notarized Release, a W-9 form and a child support search report.

The payment of \$185,000.00 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 Joel Rachmiel, Esq., to be held in trust for Steven Echevarria, and it shall be the responsibility of counsel to distribute Echevarria's portion of his settlement proceeds to him.

5. Echevarria's Tax Indemnification. Echevarria agrees to indemnify and hold Dover 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 he fails to properly pay any taxes to which his settlement may be subject.

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

7. General Release and Waiver of all Claims by Echevarria. In consideration for the payment and promises described in paragraph 4, and elsewhere in this Agreement, Echevarria fully releases and forever discharges Dover 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, including, but not limited to, any and all Claims of race and national origin and age discrimination, retaliation, and any and all tort Claims or contract Claims or Claims for general damages, and any and all Claims arising under, made, regarding, or involving: any federal, state or local laws or under the common law; violations of any federal, state or local civil rights

laws or ordinances; Claims for personal injury, defamation, invasion of privacy, intentional infliction of emotional harm, failure to train, failure to supervise, wrongful conduct, malicious prosecution, abuse of process, false arrest; the Civil Rights Acts of 1866 and 1871, as amended, 42 U.S.C. §1981; the Civil Rights Act of 1964, as amended, including Title VII; the Americans with Disabilities Act; the Age Discrimination in Employment Act, as amended; any claims of violation of the United States Constitution, as amended or the New Jersey Constitution, as amended; any and all grievances, or demands for mediation or arbitration, or Claims or demands under Dover's policies and procedures; and any and all Claims asserted, or which could have been asserted, in a federal court Lawsuit referenced above, including any Claims against any current or former agents or employees of Dover.

Echevarria hereby specifically waives, releases and gives up all Claims and rights, as described in the preceding paragraph, whether now known or unknown, which he 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 Agreement. Echevarria understands that he is waiving, releasing and giving up all Claims and rights that he knows about and all Claims and rights that he may not know about. This release does not apply to Claims based on events occurring after the Effective Date of this Agreement.

8. Attorneys' Fees, Costs, and Expenses. Each party shall be responsible solely for its or their own attorneys' fees, costs and expenses. Echevarria specifically waives all claims to attorneys' fees, costs, and expenses from Dover including all claims for reimbursement to Dover or its attorneys, agents, or family

members, of any attorneys' fees, costs, and expenses he has incurred or paid, or which were paid on his 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. Echevarria's Certification. Echevarria agrees, certifies, acknowledges, and represents: (a) that he has been and is hereby advised in writing to consult with an attorney of his choice and at his expense, prior to signing this Release; (b) that he 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 his attorney; (c) that his attorney has explained this entire Release to him; (d) that he does not waive any rights or claims that may arise after the date this Release becomes effective; (e) that he 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 his waiver of Claims and this General Release shall not become effective until the effective date of this Release.

If Echevarria decides to sign this Release before the expiration of the 21-day period, Echevarria specifically acknowledges that he 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.

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

12. Full Knowledge. Echevarria further warrants, represents, and agrees that in signing this Release, he does so with full knowledge of any and all rights which he may have with respect to Dover, 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.

(THIS SPACE INTENTIONALLY LEFT BLANK)

14. Effective Date. The effective date of this Release shall be the date upon which Dover receives Echevarria's signed and notarized Release, a W-9 form and a child support search report from his attorney.

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

By: Steven Echevarria

By: [Signature]
(Signature)

Steven Echevarria Dated: 9/28/11
(Type or Print Name)

STATE OF NEW JERSEY, COUNTY OF Union:

I CERTIFY that on 9/28, 2011, Steven Echevarria 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.

[Signature]
(Notary Public)

(Raised seal)

SOEL RACHMIEL
Att. at Law - NJ