

LaCorte, Bundy, Varady & Kinsella  
989 Bonnel Court  
Union, New Jersey 07083  
(908) 810-0500  
Attorneys for Plaintiff, Stanley F. Rizzolo

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

STANLEY F. RIZZOLO,

Plaintiff,

v.

Civil Action No.:

BOROUGH OF LAVALLETTE, BOROUGH OF  
LAVALETTE POLICE DEPARTMENT,  
COLIN GRANT, individually and in  
his official capacity as police  
chief of the BOROUGH OF  
LAVALLETTE POLICE DEPARTMENT,  
ANDREW BALDINO, individually and  
in his official capacity as  
police officer of the BOROUGH OF  
LAVALLETTE POLICE DEPARTMENT,  
CHARLES RUSSELL, individually and  
in his official capacity as  
police officer of the BOROUGH OF  
LAVALLETTE, JOHN ANDREWS,  
individually and in his official  
capacity as police officer of the  
BOROUGH OF LAVALLETTE, JOHN DOES  
1-20, a fictitious name for  
presently unknown agents,  
members, commissioners, chiefs of  
the BOROUGH OF LAVALLETTE POLICE  
DEPARTMENT.

COMPLAINT AND JURY DEMAND

Defendants.

Plaintiff, Stanley F. Rizzolo, by and through his attorneys,  
La Corte, Bundy, Varady & Kinsella, by way of Complaint against the  
defendants herein states, upon information and belief as follows:

## JURISDICTION AND VENUE

1. This action is brought pursuant to 42 U.S.C. § 1983. Jurisdiction is based upon 28 U.S.C. § 1331 and 143. This Court has supplemental jurisdiction over plaintiff's state law claims pursuant to 28 U.S.C. § 1367(a).

2. The venue in this district is proper because, upon information and belief, all defendants either reside in or are located in the district and all events took place in the district.

## PARTIES

3. Plaintiff, Stanley F. Rizzolo, is a competent adult citizen of the United States, currently residing at 249 Hancock Avenue, Bridgewater, New Jersey.

4. Defendant, Borough of Lavallette, (the "Borough") is and was at all times relevant to this complaint, a municipality organized under the laws of the State of New Jersey.

5. Defendant, Lavallette Police Department, (the "Police Department") was at all times relevant to this complaint a division or department of the Borough entrusted with certain responsibilities, among them being the enforcement of federal, state and local laws and ordinances, as well as ensuring the safety of the people and property found within the jurisdictional limits of the Borough.

6. The Mission Statement of the Police Department includes the stated goals of "forming partnerships with the citizens of our

community to enhance the quality of life for our citizens and visitors" and "nurturing and cultivating the public's trust by asserting ourselves with the highest standards of performance and ethics."

7. Defendant, Colin Grant, is a municipal employee in the position of police chief for the Police Department.

8. Defendant, Andrew Baldino, is a municipal employee in the position of police officer for the Police Department.

9. Defendant, Charles Russell, is a municipal employee in the position of police officer for the Police Department.

10. Defendant, John Andrews, is a municipal employee in the position of police officer for the Police Department.

11. John Does 1-20, are fictitious names for any and all presently unknown persons who were at all times relevant to this complaint agents, representatives and/or employees of the Police Department, who were involved in or in any way responsible for the events described in this complaint. They are being sued both individually and in their official capacities.

NATURE OF ACTION

12. This is an action for compensatory and punitive damages for violations of plaintiff's constitutional and civil rights, for wrongful arrest, malicious prosecution, failure to provide medical care, negligent and intentional infliction of severe psychological and emotional distress, and negligent failure to train and

supervise constituting a deliberate indifference to the plaintiff's constitutional rights which led directly to the aforesaid violations.

#### GENERAL ALLEGATIONS

##### A. Plaintiff's Background and Employment

13. Plaintiff received a Bachelor of Science degree from Franklin and Marshall College in 1976.

14. Following his graduation, plaintiff was admitted to the New England School of Law, where he graduated with honors in 1979.

15. After receiving his law degree, plaintiff embarked upon a distinguished legal career noteworthy for personal, professional success, as well as for several prestigious municipal appointments.

16. From 1983-2002, plaintiff was a partner at McDonald, Rogers & Rizzolo, a general practice firm with emphasis on personal injury and criminal defense.

17. From 1990-2000, plaintiff served as the Municipal Prosecutor for the Borough of Raritan. In 1983 he served as the Prosecutor for the Borough of Bound Brook and in 1987 served as the Borough Attorney.

18. Plaintiff also served for two years as Municipal Prosecutor in the Borough of Somerville, and for one year in the Township of Franklin.

19. From 2003 to the present, plaintiff has been a member of the firm of Rizzolo & Rizzolo, specializing in civil and criminal litigation.

20. A highly-respected, accomplished criminal trial attorney, plaintiff was appointed Municipal Court Judge for Bridgewater Township in 2008.

21. Prior to the events of August 22, 2009 which are the subject of this lawsuit, plaintiff aspired to the bench of the Superior Court of New Jersey,

22. Despite singular professional success, plaintiff's personal life was not without hardship. In 2006, plaintiff's wife died of an aggressive breast cancer. Sadly, she endured a painful, debilitating two year course with a very difficult end-stage in a hospice facility.

23. Immediately after his wife succumbed in his presence, plaintiff suffered his first panic/anxiety attack, one of the most intensely frightening, upsetting and uncomfortable experiences of his life, during which he experienced symptoms of severe hyperventilation, nausea and panic. He required medical assistance and sedation to recover.

B. Plaintiff's Encounter with the Lavallette Police on August 22, 2009

24. On August 22, 2009, at approximately 11:40 p.m., plaintiff was driving southbound in the right lane on Route 35 in Lavallette, on his way home to his condominium in Seaside Park.

25. At that place and time, Officer Baldino observed plaintiff's vehicle weaving slightly within its lane of travel and partially leave its lane of travel to the right shoulder. As a result, Officer Baldino effected a motor vehicle stop.

26. Following the stop, at the request of Officer Baldino, plaintiff produced his credentials with precision.

27. Thereafter, at the request of Officer Baldino, plaintiff steadfastly exited his vehicle and flawlessly performed two field sobriety tests while standing sure-footedly in the roadway alongside the car.

28. Then, notwithstanding plaintiff's successful performance of the field sobriety tests, Officer Baldino, who had detected an odor of alcohol about the plaintiff, asked plaintiff if he would mind performing several psychophysical tests. Officer Baldino further inquired whether plaintiff had any injuries which might affect his performance of the tests.

29. Although willing to comply with Officer Baldino's request, in response to the officer's inquiry, plaintiff informed

the officer that because of pre-existing disabilities to his back and ankle, he might have difficulty performing the tests.

30. Seemingly satisfied with plaintiff's explanation, Officer Baldino asked plaintiff to re-enter his vehicle.

31. Several moments later, an indignant Officer Russell responded to the scene, whereupon he angrily confronted plaintiff and by way of threat and intimidation sought to coerce plaintiff into performing the balance tests which Officer Baldino had requested.

32. Even though plaintiff had no legal obligation to perform the tests, for the next several minutes, Officer Russell berated the plaintiff and then advised him he would be arrested for obstructing an investigation for his failure to comply with the officer's request.

33. Due to Officer Russell's pernicious interrogation strategies and threats of false arrest which greatly upset him, plaintiff, growing more anxious by the minute, declined to perform the balance test.

34. Shortly thereafter, Sgt. Andrews arrived at the scene and joined Officer Russell in menacing and antagonizing the plaintiff regarding what he perceived as plaintiff's refusal to cooperate with their investigation.

35. Subsequently, without justification or probable cause, plaintiff was arrested, handcuffed and placed in the back seat of the squad car.

36. While enroute to the police station, plaintiff, now overwhelmed with anxiety, became disoriented and suffered chest pain, hyperventilation and other symptoms similar to those he suffered during the panic attack after the death of his wife several years earlier.

37. Plaintiff's requests for medical help while enroute to the police station were ignored by the defendants.

38. Once at the station, the defendants asked plaintiff to take the breathalyzer (Alcotest) to which he agreed.

39. However, before defendants could assemble the equipment and administer the test, plaintiff's physical and emotional distress, which had manifested earlier, grew markedly worse. Plaintiff was in the throes of a full-blown panic/anxiety attack.

40. Despite plaintiff's obvious affliction<sup>on</sup> and his emergent need for medical attention, the defendants, who cynically believed plaintiff was feigning illness to avoid taking the breathalyzer test, openly disparaged plaintiff's dire predicament and continued to malign plaintiff, demanding that he take the breath test.

41. Further, Officer Russell, who lacked requisite medical or first aid training, negligently administered oxygen to the

plaintiff causing him to lose consciousness. Then, and only then, did defendants belatedly call for emergency medical technicians.

42. Prior to the arrival of the EMT's plaintiff had regained consciousness and once again offered to take the breath test. Nonetheless, he was taken to the hospital.

43. While at the hospital, plaintiff continued to exhibit symptoms of acute anxiety including "uncontrollable shaking and hyperventilation." Chemical sedation and physical restraints were ordered by attending medical personnel.

44. Subsequently, after plaintiff was sedated, blood was drawn. Plaintiff's blood alcohol was determined to be 0.068, well below the 0.08 level of impermissible intoxication established by N.J.S.A. 39:4-50.

45. Nonetheless, without justification or probable cause, plaintiff was charged with driving while intoxicated.

46. Additionally, without justification or probable cause plaintiff was charged with reckless driving, refusal to perform field sobriety tests, interference or obstruction of justice, hindering prosecution, and violation of a noise ordinance.

47. Thereafter, with full knowledge that they had neither a factual nor legal basis for a conviction, defendants wrongfully prosecuted plaintiff on the above-mentioned charges.

48. Several days after plaintiff's arrest, Lavallette Police Chief, Colin Grant, was quoted in several newspaper articles

concerning the incident. Grant's skewed account of the events included prejudicial statements directed at plaintiff such as "if he wasn't intoxicated, he would have been on his way." Further, Grant gratuitously characterized plaintiff's behavior on the night of his arrest as "confrontational." Finally, before recounting plaintiff's fit of illness during his arrest, Grant paused and sarcastically remarked "it gets better."

49. Prior to the trial, on defense motion, the trial court dismissed the charge of obstruction of justice. Then, following the trial of these matters before the Honorable Ronald E. Hoffman, in the Superior Court of New Jersey, Ocean County, plaintiff was found not guilty of the charges of driving while intoxicated, refusal to perform a field sobriety test, reckless driving, hindering prosecution and violation of the noise ordinance.

50. Exacerbated by the public dissemination of Grant's unfounded, derisive statements, openly presuming plaintiff's guilt, the negative publicity attending plaintiff's wrongful arrest and prosecution forced him to resign from his municipal judgeship at great professional and financial cost.

FIRST COUNT

(Against Ptl. Baldino, Ptl. Russell, and Sgt. Andrews  
Police Chief Grant)

Wrongful Arrest and Malicious Prosecution

51. Plaintiff repeats the allegations contained in paragraphs 1-50 inclusive as if set forth fully herein.

52. On or about August 22, 2009, the defendants made complaints falsely accusing the plaintiff of committing the crimes of driving while intoxicated, failing to perform field sobriety tests, obstructing the administration of law, reckless driving and a violating a municipal noise ordinance.

53. In November of 2009, nearly three months after the initial charges against plaintiff were filed, Officer Baldino falsely and knowingly filed three additional charges against plaintiff including two counts of obstruction and one count of hindering an investigation.

54. These charges were brought and a prosecution was commenced and instituted by the defendants maliciously and without basis, with the deliberate intent to harm the plaintiff.

55. As a result of malicious prosecution by the defendants, the plaintiff was injured in body and mind, prevented from following his customary pursuit and occupation, has suffered greatly in his character and reputation and has expended large sums of money in his defense.

SECOND COUNT

(Against Ptl. Baldino, Russell, Sgt. Andrews  
and John Does 1-20)

Deliberate Indifference to Serious Medical Needs  
42 U.S.C. § 1983

56. Plaintiff repeats the allegations of paragraphs 1-55 as if set forth fully herein.

57. By negligently administering oxygen to plaintiff while he was in an acute state of hyperventilation, and by deliberately, intentionally, wantonly, and/or recklessly failing to provide medical care for the seriously afflicted plaintiff while he was in custody, the defendants, acting individually and together, were deliberately indifferent to plaintiff's serious medical needs.

58. The deliberate indifference to plaintiff's serious medical needs by the above named defendants acting under color of state law deprived plaintiff, of his rights in violation of the laws of the Eighth and/or Fourteenth Amendments of the Constitution of the United States and in violation of 42 U.S.C. § 1981, 1983, 1985(3), and 1988.

59. As a direct and proximate result of the actions of the above named defendants and their deliberate indifference to his serious medical needs plaintiff was injured. As a result thereof, plaintiff suffered and continues to suffer from serious severe personal injuries has incurred and will incur in the future expense for medical care and treatment, was unable and will be unable in

the future to attend to his normal business activity and suffered and continues to suffer serious mental anguish, psychological and emotional stress, humiliation, some or all of which may be permanent.

60. The acts and omissions of the above named defendants were intentional, wanton, malicious and oppressive, thus entitling plaintiff, to an award of punitive damages.

### THIRD COUNT

(Against the Borough, the Police Department,  
Police Chief Grant and John Does 1-20)

#### Failure to Train and Supervise

61. Plaintiff repeats the allegations in paragraphs 1-60 inclusive as if set forth fully herein.

62. Defendants negligently failed to train its officers in fundamental police procedures and protocol relative to motor vehicle stops and investigation/prosecution of alcohol related motor vehicle offenses.

63. The failure to address the foregoing issues through training and supervision and to reasonably anticipate the foreseeable events of the evening of August 22, 2009, constituted deliberate indifference to the constitutional rights of all citizens residing in or traveling through the Borough and directly led to impulsive and/or indiscriminate actions by its officers and

the deliberate misapplication of the laws pertaining to motor vehicle stops and/or alcohol related motor vehicle offenses.

64. The aforementioned lack of training and supervision represents a systematic failure and a custom and policy of the Borough and the Police Department that led directly to the wrongful arrest and malicious prosecution of the plaintiff in violation of his constitutional rights.

#### FOURTH COUNT

(Against the Borough, Police Department,  
Police Chief Grant and John Does 1-20)

#### Negligent Hiring

65. Plaintiff repeats the allegations of paragraph 1-64 inclusive as if set forth fully herein.

66. At no time, either prior to the employment of Police Chief Grant, or to assignment of duties whereby it was foreseeable that he would be required to interact with the news media and/or public press, did the Borough or the Police Department take reasonable steps to ascertain whether Police Chief Grant was emotionally capable of performing such duties and did not have a propensity towards inappropriate conduct and/or false pre-trial commentary likely to prejudice and/or injure an individual such as plaintiff in his name and reputation.

67. At no time, either prior to employment of Officers Baldino, Russell, and Andrews, or to assignment of duties whereby

it was foreseeable that these officers would be required to interact with members of the public performing motor vehicle stops and investigating and/or enforcing laws pertaining to alcohol related motor vehicle offenses, did the police department of Lavallette, the Borough of Lavallette Police Department or Chief Colin Grant take reasonable steps to ascertain whether these officers were emotionally capable of performing such duties and did not have a propensity towards inappropriate conduct and/or aggressive behavior towards public citizenry they were likely to encounter in those settings.

68. As a direct and proximate result of the negligent employment and/or hiring by the defendants, plaintiff was subject to wrongful arrest and malicious prosecution and suffered severe and permanent injury in body and mind, preventing him from following his customary pursuit and occupation, and has suffered greatly in his credit and reputation, and has expended large sums of money in his defense and incurred a substantial deprivation of civil and constitutional rights.

FIFTH COUNT

(Against all defendants)

42 U.S.C. § 1983

69. Plaintiff repeats the allegations of paragraph 1-68 as if set forth fully herein.

70. Defendants, acting under color of state law, willfully, intentionally, knowingly, and concertedly deprived plaintiff of his rights, privileges and immunities secured by the Constitution of the laws of the United States of America, including the Fourth and Fourteenth Amendments, by inter alia:

a. Needlessly, wrongfully and unreasonably subjecting plaintiff to arrest without probable cause;

b. Combining and conspiring to deprive plaintiff of his constitutionally protected rights;

c. Falsely, maliciously and without probable cause prosecuting plaintiff;

d. Denying plaintiff due process of law;

e. Implementing, maintaining and tolerating policies, practices and customs which resulted in the illegal actions and proximately caused plaintiff's injuries as heretofore alleged.

71. These aforesaid actions are in violation of 42 U.S.C. § 1983 and the Constitution and laws of the United States of America.

PRAYER FOR RELIEF

72. Plaintiff repeats the allegations of paragraphs 1-71 as if fully set forth herein

73. Plaintiff demands judgment against all defendants and each of them, jointly and severely as follows:

a. Where applicable, plaintiff demands judgment for compensatory damages;

b. Where applicable, plaintiff demands judgment for punitive damages and exemplary damages, and any and all other damages allowed by law.

c. Plaintiff demands judgment for all equitable and other relief as the Court deems just and proper;

d. Plaintiff demands judgment of attorney fees with interest and costs of suit.

LA CORTE, BUNDY, VARADY & KINSELLA

By: s/Robert F. Varady,  
Robert F. Varady, Esq.

Dated: February 23, 2011

JURY DEMAND

The plaintiff demands a trial by jury on all issues so triable.

By: s/Robert F. Varady  
Robert F. Varady, Esq.

Dated: February 23, 2011

## RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated April 23, 2013 given by **STANLEY F. RIZZOLO**, referred to as "I", to **BOROUGH OF LAVALLETTE, BOROUGH OF LAVALLETTE POLICE DEPARTMENT, COLIN GRANT, ANDREW BALDINO, CHARLES RUSSELL AND JOHN ANDREWS** and their agents and employees, 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 any and 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, and to future claims as described below. I specifically release all claims from personal injuries, both physical and emotional, and all other losses and damages, including punitive damages, allegedly arising from acts or omissions by the **BOROUGH OF LAVALLETTE, BOROUGH OF LAVALLETTE POLICE DEPARTMENT, COLIN GRANT, ANDREW BALDINO, CHARLES RUSSELL AND JOHN ANDREWS**, and their agents and employees, for the events occurring on and about August 22, 2009 which is the subject of lawsuit in RIZZOLO v. BOROUGH OF LAVALLETTE, ET AL., Civil Action No.11-1033 (AET-TJB), and any and all claims for personal injuries and all other damages and losses, including punitive damages, alleged in the future as a result of the acts or omissions of the **BOROUGH OF LAVALLETTE, BOROUGH OF LAVALLETTE POLICE DEPARTMENT, COLIN GRANT, ANDREW BALDINO, CHARLES RUSSELL AND JOHN ANDREWS** alleged in RIZZOLO v. BOROUGH OF LAVALLETTE, ET AL., Civil Action No.11-1033 (AET-TJB).

I further understand and agree that by executing this Release and accepting the money paid by you, I acknowledge that I have received fair, just, and adequate consideration for any

defending against such claims including, but not limited to, attorney's fees, costs of suit, judgment, or settlement by you.

2. **LIENS.** I hereby certify that if there are any liens against the proceeds of this settlement, they will be paid in full or compromised and released by me out of and from the amount stated in paragraph 4, below. If any liens exist which are not satisfied as required by this Agreement and a claim is made or an action filed against you by anyone to enforce such liens, I agree that I will immediately pay such liens in full. This is intended to include all liens, including but not limited to attorney's liens, liens in favor of hospitals and other medical providers, liens in favor of health and other insurers, Medicare and Medicaid liens, worker's compensation liens, all statutory or common law liens, and judgment liens. My attorney has investigated the existence of such liens, and I am making this statement based upon information known to me and/or supplied to me by my attorney. Therefore, I agree to indemnify and hold you harmless from and against any and all claims made against you by reason of any liens against the proceeds of this settlement. In addition, in the event a claim is hereafter made or an action is hereafter filed against you by anyone seeking payment of liens, I will indemnify and hold you harmless from and against any money spent in defending against such a claim, including but not limited to, attorney's fees, costs of suit, judgment, or settlement by you.

3. **WARRANTY AS TO MEDICARE INVOLVEMENT.** I understand and acknowledge that the Medicare, Medicaid and SCHIP Extension Act of 2007 requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within thirty months of the settlement. In further consideration of the settlement agreement agreed to herein, I warrant and represent to You the following: 1) Medicare has made no

conditional payments for any medical expense or prescription expense on my behalf related to this incident; 2) I am not, nor have I ever been a Medicare beneficiary; 3) I am not currently receiving Social Security Disability Benefits; 4) I have not applied for Social Security Disability Benefits; 5) I have not been denied, nor have I appealed from a denial of Social Security Disability Benefits; 6) I do not expect to be eligible for Medicare benefits within the next 30 months; 7) I am not in End Stage Renal failure; and 8) no liens, including but not limited to liens for medical treatments by hospitals, physicians, or medical providers of any kind have been filed for the treatment of injuries sustained in this incident.

4. **ATTORNEY'S FEES.** Each party shall bear his or her own attorney's fees and costs arising from this action and in connection with the Complaint, the Release, and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters. I shall be totally responsible for any attorney's liens arising out of representation of me by any attorney which may have been or will be asserted in connection with this claim or related matters.

5. **PAYMENT.** I have been paid a total of \$75,000 in full payment for making this Release, with said payment represented as follows: \$75,000 from the **BOROUGH OF LAVALLETTE**. I agree that I will not seek anything further, including any other payment, from you.

6. **WHO IS BOUND.** I am bound by this release. I specifically understand and agree that all of the terms and conditions of the Release are for the benefit of and are binding upon me, and anyone else who succeeds to our rights and responsibilities. This Release is made for your benefit and for the benefit of all who succeed to your rights and responsibilities, such as your heirs and your estate.

7. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** The person signing this Release represents and warrants that they have the sole right and exclusive authority to execute this Settlement Agreement and receive the sum specified in it, and that he or she had no sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

8. **REPRESENTATION OF COMPREHENSION OF DOCUMENT.** In entering into this Release, I represent that I have relied upon the legal advice of my attorney, who is the attorney of my choice, and that I have read this Release in its entirety or had it read to me, and that the terms of this Release have been explained to me by my attorney, and that these terms are fully understood and voluntarily accepted by me.

9. **GOVERNING LAW.** This Release shall be construed and interpreted in accordance with the laws of the State of New Jersey.

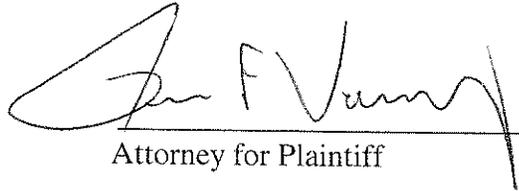
10. **ADDITIONAL DOCUMENTS.** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all action which may be necessary or appropriate to give full force and effect to the terms and intent of this Release.

11. **NON-DISCLOSURE.** I, including my respective counsel, stipulate that the settlement of this action and this Release are **confidential**. I shall not disclose the amount of the settlement or the terms hereof to any person nor discuss or confirm the same with any person, except my counsel, spouse and/or tax professional. I agree that I am responsible for insuring that my spouse and tax professional understand and comply with this confidentiality provision. I and my counsel agree not to contact the media or make any press release regarding the resolution of this matter. In the event I am contacted by any person regarding the within litigation or this settlement, I shall state that "the matter has been resolved" and that I have "no further comment." In the event I receive a

subpoena or court order regarding the terms of this settlement, I shall provide You with at least 10 days notice before complying with said subpoena or court order. I acknowledge that you, may be required to disclose the amount of this settlement, under the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1, et seq., or other law or court order. Any such disclosure by you pursuant to OPRA, or other law or court order, shall not operate as a waiver of the confidentiality of this settlement nor shall it relieve me of my obligation to comply with the terms of this paragraph.



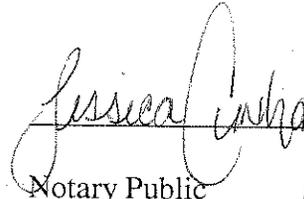
STANLEY F. RIZZOLO



Attorney for Plaintiff

STATE OF NEW JERSEY  
COUNTY OF

I certify that on April 23, 2013, Stanley F. Rizzolo, came before me and acknowledge under oath, to my satisfaction, that he/she has the power and authority to execute this release and to bind Stanley Rizzolo and that he/she personally signed this document, and that he/she voluntarily signed, sealed, and delivered this document as his/her act or deed, without coercion or undue influence by any other person(s).



Notary Public

**JESSICA CUNHA**  
A Notary Public of New Jersey  
My Commission Expires 02/19/2014