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UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

ESTATE OF HUMBERTO ALFONSO
by LENA DELGADO DE TORRES
as personal representative of the Estate

COMPLAINT and
JURY DEMAND

Plaintiff

v.

MIDDLESEX COUNTY, WARDEN EDMOND
CICCHI, "CAPT. JOHN DOE", LT."JOHN"
CHRISTIANSSEN, SGT."JOHN" KNIGHT,
OFFICERS M. ORTEGA, "JOHN" POULSON,
"JOHN" CASTRO, "JOHN" ESTEVEZ, "JOHN"
SZUMOWSKI and "JOHN DOE" OFFICERS I-X.

Defendants

Plaintiff, by her attorneys, Stevens, Hinds & White, P.C., by Lennox S. Hinds, a member of the firm, complaining of the acts of Defendants, avers as follows:

PRELIMINARY STATEMENT

1. This is a suit brought by the estate of a decedent killed while in custody as jail officers attempted to force compliance with their commands, using escalating and illegal violence, which increased his vulnerability to heart failure when subjected to such illegal force,

resulting in his death. The County and its jail policy makers are sued for their failure to adequately train, supervise, and discipline jail personnel, which could have prevented the unnecessary suffering and death of the Plaintiff's decedent.

JURISDICTION AND VENUE

2. This Court has jurisdiction pursuant to 28 U.S.C. § 1343, to redress violations of civil rights guaranteed by the Constitution of the United States, for which redress is available under 42 U.S.C. § 1983. This Court has pendent jurisdiction over Plaintiff's claims under the laws of New Jersey arising out of the same incident.

3. Venue is properly laid in the District of New Jersey, where the incident sued on occurred, and where Plaintiff, and upon information and belief, all Defendants, reside..

PARTIES

4. Plaintiff, LENA DELGADO de TORRES, is the personal representative for the estate of HUMBERTO ALFONSO.

5. Defendant MIDDLESEX COUNTY was at all times mentioned herein, and is, a County government organized and chartered under the laws of New Jersey. At all times mentioned herein, the remaining Defendants acted as employees of MIDDLESEX COUNTY and acted within their scope of their employment.

6. Defendant EDMOND CICCHI is and at all times mentioned herein was the Director of the Middlesex County Department of Corrections, and Warden of the Middlesex County Adult Correctional Facility, ("the jail.") He was charged with the responsibility for overseeing the screening, training, supervision and disciplining of officers at the jail.

7. Defendant CAPT. "JOHN DOE", whose true name is presently unknown to Plaintiff, signed off on the reports concerning the incident and, upon information and belief, did not direct an investigation into the incident or order any of the Defendant officers to be subject to disciplinary action. He thus acted on behalf of Defendant MIDDLESEX COUNTY and WARDEN CICCHI in ratifying the conduct of the officers involved in the incident, at least as they had reported it, as consistent with County policy, and acted on behalf of the County in being deliberately indifferent to the violation of Plaintiff's decedent's civil rights.

8. Defendant LT. "JOHN" CHRISTIANSEN, whose true first name is not presently known to Plaintiff, was present at the time of the incident sued on, and was charged with the supervision of the other Correction Department personnel present.

9. Defendant SGT. "JOHN" KNIGHT, whose first name is not presently known to Plaintiff, was present at the time of the incident and participated in the physical abuse of Plaintiff's decedent, as well as having supervisory authority over other officers present.

10. Defendants OFFICERS "JOHN" POULSON," "JOHN" CASTRO, "JOHN" ESTEVEZ, and "JOHN" SZUMOWSKI, whose first names are presently unknown to Plaintiff, Defendant OFFICER M. ORTEGA and Defendants "JOHN DOE" I-X participated in the physical abuse of Plaintiff sued on.

FACTS

AS A FIRST CAUSE OF ACTION

11. On February 28, 2011, Plaintiff's decedent, HUMBERTO ALFONSO, was a pretrial detainee at the jail.

12. According to the report of one of the Correction Officers, it is alleged that Plaintiff had

acknowledged that he had ingested intoxicating controlled substances over the weekend, prior to having been incarcerated.

13. Defendants were allegedly attempting to move Plaintiff's decedent to the medical area. One of the Defendants ordered Plaintiff to turn and face the wall of his cell.

14. According to a report filed by one of the Defendant Officers, Plaintiff did not fully comply with the order.

15. One of the officers then entered Mr. Alfonso's cell, and attempted to physically turn him. Mr. Alfonso allegedly resisted this attempt.

16. Additional officers, including Defendants KNIGHT, POULSON, CASTRO and ESTEVEZ physically assaulted Mr. Alfonso, allegedly in an attempt to handcuff him.

17. These officers were joined by Defendants ORTEGA and SZUMOWSKI.

18. After Mr. Alfonso had been handcuffed by Defendants, he was subjected to illegal pepper spray directly to the face in violation of existing protocol. Defendant KNIGHT instructed Defendants SZUMOWSKI, ESTEVEZ and ORTEGA to bring MR. ALFONSO to aftercare. Mr. Alfonso allegedly resisted the attempt to bring him to aftercare by dropping to the ground and flailing his body, and kicking out. Eventually, Mr. Alfonso was escorted to the back of the medical unit. During this time, according to the report filed by Defendant ORTEGA, Mr. Alfonso was allegedly speaking incoherently.

19. Defendant ORTEGA alleged in his report that Mr. Alfonso had kicked him in his right leg. The officers present then forced Mr. Alfonso to the ground.

20. When Mr. Alfonso "refused" in his alleged incoherent state, according to the report filed by Defendant ORTEGA, to respond to questions by a nurse, Defendant CHRISTIANSEN

ordered the other Defendants present to secure Mr. Alfonso in a restraint chair.

21. Mr. Alfonso allegedly resisted being placed in the restraint chair by the Defendants, in which his four extremities and his shoulders would be immobilized. While Mr. Alfonso was being forced into the restraint chair, Defendant ORTEGA states in his report that he further restrained Mr. Alfonso by holding him by the forehead and jaw.

22. While in the restraint chair, Mr. Alfonso was observed by the nurse to be "unresponsive," according to the report of Defendant ORTEGA. Defendant CHRISTIANSEN then ordered that Mr. Alfonso be moved from the restraint chair to a stretcher.

23. The nurses, observing Mr. Alfonso's condition, began administering cardio-pulmonary resuscitation at this point.

24. As evidence of the extent of the excessive and illegal use of pepper spray on Plaintiff while handcuffed, the autopsy of Plaintiff Decedent discloses that during the incident that resulted in his death, he had been pepper sprayed in both eyes thereby increasing his unnecessary pain and agony.

25. The acts of Defendants deprived Plaintiff's decedent, Humberto Alfonso, of the right to life, guaranteed for pre-trial detainees by the Fourteenth Amendment due process clause, for which redress is available pursuant to 42 U.S.C. § 1983.

AS A SECOND CAUSE OF ACTION

26. Plaintiff repeats as is stated here in full ¶¶ 1-25 of this Complaint.

27. The acts of Defendants deprived Plaintiff's decedent, Humberto Alfonso, of the right to be free of unreasonable seizures of his person, guaranteed Fourth Amendment and by the Fourteenth Amendment due process clause, for which redress is available pursuant to 42 U.S.C. §

1983.

AS A THIRD CAUSE OF ACTION

28. Plaintiff repeats as is stated here in full ¶¶ 1-25 of this Complaint.

29. The acts of Defendants were caused by the failure of Defendant MIDDLESEX

COUNTY, *inter alia*, to adequately train officers to respond appropriately to the alleged resistance exhibited, even if seemingly willful, by persons who are intoxicated by alcohol or controlled substances, to refrain from excessive use of force, including pepper spray, and by its failure to investigate the conduct of officers involved in the use of excessive and illegal force resulting in injury or death to an inmate, and to impose discipline where called for, and by its failure to adequately supervise the officers in its employ to require them to fill out truthfully and completely reports, to refrain from excessive force, and to not obey blindly the orders of a superior officer, even when these orders are contrary to the safety of inmates, giving rise to a claim against Defendant MIDDLESEX COUNTY and its principle policy maker with respect to Correction Department policy, Defendant CICCHI, pursuant to 42 U.S.C. § 1983.

AS A FOURTH CAUSE OF ACTION

30. Plaintiff repeats as is stated here in full ¶¶ 1-25 of this Complaint.

31. The acts of Defendants constituted the infliction of wrongful death on Plaintiff's decedent under New Jersey law.

AS A FIFTH CAUSE OF ACTION

32. Plaintiff repeats as is stated here in full ¶¶ 1-25 of this Complaint..

33. The acts of Defendants constituted batteries upon Plaintiff's decedent's person, under New Jersey law, causing him to suffer severe physical anguish prior to his death.

AS A SIXTH CAUSE OF ACTION

34. Plaintiff repeats as is stated here in full ¶¶ 1-25 of this Complaint.

35. The infliction of batteries upon Plaintiff's decedent's person prior to his death would have caused a reasonable person, and upon information and belief did cause Mr. Alfonso, to be put in fear of the injuries he would continue to sustain, causing him great emotional distress and constituting an assault under New Jersey law.

Wherefore, Plaintiff demands against the Defendants jointly and severally compensatory damages, and against each of the individual defendants, punitive damages, proportionate to each Defendant's wrongdoing, together with a reasonable attorney's fee and costs of this action, and such further, other and different relief as this Court deems just in the premises.

JURY DEMAND

A trial by jury is hereby demanded.

Yours, etc.

/s/

Lennox S. Hinds, Esq. (LH-8196)
Attorney for Plaintiff

Dated: New York, NY
February 28, 2012

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE, (hereinafter referred to as "Agreement"), is made between THE ESTATE OF HUMBERTO ALFONSO, BY LENA DELGADO DE TORRES, AS PERSONAL REPRESENTATIVE OF THE ESTATE (hereinafter referred to as "Plaintiff"); the COUNTY OF MIDDLESEX, its Elected/Appointed Officials, Directors, Operators, Representatives, Agents, and Employees, (hereinafter referred to as "Defendant"); and individual Defendants Warden Edmond C. Cicchi, Officer M. Ortega, Sergeant John Knight, Lieutenant John Christiansen, Officer Poulson, Officer Estevez and Officer Szumowski, (hereinafter referred to as "Non-Settling Defendants").

WHEREAS, Plaintiff filed a civil action against Defendant and Non-Settling Defendants in a lawsuit entitled, Estate of Humberto Alfonso, v. County of Middlesex, et al., pursuant to Docket No., 3:12-cv-1227(MAS/DEA), (hereinafter referred to as the "Lawsuit"); and

WHEREAS, Plaintiff and Defendant to this Lawsuit having reached a negotiated agreement to fully, and finally, settle all claims among them, including those asserted in the Lawsuit; and

WHEREAS, the Lawsuit sought to redress from the Defendant and Non-Settling Defendants, and Plaintiff having advised of her intention to voluntarily dismiss all claims against the Non-Settling Defendants, with prejudice, and without payment on their behalf; and

INDEPENDENT OF, and not as consideration of this Agreement, Plaintiff releases, and forever discharges, the Non-Settling Defendants, and their Attorney's, from any and all claims, which she had, or may have, against them, their heirs, executors, administrators, successors, and assigns, and/or claims for attorney's fees arising out of this Lawsuit, or any other claim which Plaintiff has, or may have, against them for everything that has occurred up to, and including the date of the

signing of this Agreement, including all rights of discovery, and rights of appeal. Plaintiff further, and hereby, authorizes her Attorney to execute, simultaneous with this Agreement, Voluntary Stipulations of Dismissal, with prejudice, as forwarded on behalf of each of the Non-Settling Defendants, and as annexed hereto as (Exhibit A);

NOW, IN CONSIDERATION of the payment to Plaintiff as provided for by this Agreement, and for other good and valuable consideration, and the promises and covenants contained herein, the receipt and sufficiency of which the respective parties acknowledge, the parties do hereby agree as follows:

1. Defendant shall pay to Plaintiff, within sixty (60) days following execution of the within Agreement, required Affidavits, completed search reports as provided for herein, and forwarded Stipulations of Dismissal, with prejudice, (annexed hereto as Exhibit A), the total sum of \$325,000.00, in full satisfaction of all claims as contained within the Complaint. The aforementioned being a negotiated amount, and specifically agreed upon between the parties for purposes of this Lawsuit, the same shall be made payable on behalf of the Defendant to Stevens, Hinds & White, P.C. on behalf of the Estate of Humberto Alfonso by Lena Delgado De Torres.

2. Defendant, County of Middlesex, shall provide applicable taxation documentation to Plaintiff in accordance with the above payments. Said Defendant makes no representations regarding the federal, or state, tax consequences of the payments referred to in Paragraph One of this Agreement, and shall not be responsible for any tax liability, interest or penalty incurred by Plaintiff which in any way arises out of, or is related to, said payments. Plaintiff agrees to pay any amount that may be determined to be due and owing as taxes, interest and penalties arising out of the payment referred to in Paragraph One of this Agreement should it be determined that all, or part, of

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

3. Plaintiff and plaintiff's counsel assume full responsibility for determining how to distribute the payment as set forth within Paragraph One of this Agreement among the person or persons entitled to receive same as beneficiaries of the Estate of Humberto Alfonso and agree to hold harmless and to indemnify the Defendant for any and all claims arising out of the distribution of those as received by plaintiff and plaintiff's counsel.

4. In conjunction with the terms of payment as set forth within Paragraph One of this Agreement, and by executing this Agreement, Plaintiff certifies that she has complied with the requirements of N.J.S.A. 2A:17-56.23b. Plaintiff understands, and agrees, that payment as referenced in Paragraph One of this Agreement will not be released until such time as her Counsel

provides Defendant's Counsel with a certified copy of a child support judgment search, performed by a private judgment search company, reflecting that Plaintiff is not a child support judgment debtor. A copy of this Charles Jones Report will be annexed hereto as (Exhibit B), once provided on behalf of Plaintiff.

5. Pursuant to the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act, Pub.L. No. 107-56, § 411(a)(1)(F), 115 Stat. 272 (2001) (the "Patriot Act"), Executive Order 13224, and the enforcement regulations set forth by United States Treasury Department's Financial Crimes Enforcement Network ("FinCEN"), Plaintiff understands, and agrees, that the payment referenced in Paragraph One of the within Agreement will not be released until such time as her Counsel provides Defendant's Counsel with a certified copy of a search, performed by a private search company, reflecting that Plaintiff is not identified on the list of Specially Designated Nationals and Blocked Persons, generated by the Office of Foreign Assets Control ("OFAC"). Plaintiff further understands, and agrees, that in the event it is revealed that she is identified on the list of Specially Designated Nationals and Blocked Persons, generated by OFAC, that Plaintiff will not receive any of the proceeds set forth within Paragraph One of the within Agreement without Court Order. A copy of this Charles Jones Report will be annexed hereto as (Exhibit C), once provided on behalf of Plaintiff.

6. Many Medicare beneficiaries have their medical expenses paid in whole, or in part, by liability insurance, (including self-insured), no-fault insurance, and workers' compensation. Federal law precludes Medicare from making payments for items, or services, for any injury or condition for which a person is entitled to recover under a workers' compensation plan, automobile, or liability insurance policy ("primary payer"), except that such payments may be made by Medicare as

conditional payments subject to the right of repayment.

The Centers for Medicare, and Medicaid, Services ("CMS") has a direct priority right of recovery of such conditional payments. As a matter of federal law, this direct priority right of recovery may be enforced against the workers' compensation, automobile, or liability insurer and/or against any entity, (including a beneficiary, provider, supplier, physician, attorney, or state agency), that has received any portion of the primary payer's payment directly, or indirectly. CMS also has a subrogation right with respect to such primary payer's payment. Thus, to the extent Medicare has made, or will make, prior to settlement, any payment for any item or service related to any injury or condition for which Plaintiff is, or may be, receiving compensation in this matter, Medicare is entitled to receive repayment of such conditional payments.

Federal regulations further provide that liability for work-related injuries resulting in future medical expenses after settlement may not be shifted to Medicare by the responsible parties. Applicable regulations require that appropriate steps be taken to allocate a portion of the Medicare beneficiary's workers' compensation settlement in certain cases to pay for the beneficiary's future work-related injury or illness. Although there are no comparable regulations for third party liability claims at the present time, if a third party liability settlement is intended to release future medical expenses for which Medicare may be asked to pay, a portion of the liability settlement should be allocated to pay for the beneficiary's future medical expenses in appropriate cases.

In addition, Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007 ("MMSEA"), requires liability insurers, (including self-insureds), no-fault insurers, workers' compensation insurers, and certain claims processing third party administrators, to report specific information about Medicare beneficiaries who may be covered under other insurance. This reporting

is to assist CMS and the insurers to properly coordinate the payment of benefits among various plans.

Through this Agreement, Plaintiff is advised that Defendant, to the extent applicable, intend to fully comply with federal law, including the requirements of the MMSEA. Accordingly, Defendant will report, to the extent applicable, to Medicare all information concerning the settlement in the subject action, including the full settlement amount, which Defendant deems reasonably necessary for Medicare to make a determination regarding the appropriate coordination of benefits. In part, the reporting requirements are to ensure that Medicare is not asked to pay, and/or does not pay, for any medical expenses associated with, or arising out of, the conditions and/or injuries for which Plaintiff receives settlement proceeds under the terms of the within Agreement.

However, and based on information supplied to Defendant on Plaintiff's behalf, it is asserted that Medicare does not have an interest in the settlement reached in this action. Therefore, Plaintiff agrees to execute an Affidavit attesting that: (i) Plaintiff is not presently eligible to collect, nor is Plaintiff presently collecting, Medicare or Social Security Disability Insurance, (ii) Plaintiff has not submitted a request to Medicare seeking benefits for any alleged damages, conditions, or injuries related in any manner to the claim settled in the subject action, (iii) that Plaintiff does not have a reasonable expectation of enrollment in Medicare within the next thirty months, (iv) that Plaintiff has not applied for Social Security Disability Insurance, and has no plans to apply for Social Security Disability Insurance, in connection with the claim settled in the subject action, and (v) that no portion of any expenses incurred to date in connection with this settled claim have been paid, or are reasonably expected to be paid, pursuant to any health insurance program provided, or funded in whole or in part, by Medicare or Medicaid. A copy of this executed Affidavit will be annexed hereto

as (Exhibit D), once provided on behalf of Plaintiff.

If it is subsequently determined that Medicare does, in fact, have an interest in this settlement, and if Plaintiff fails to follow the requirements, if any, for determining what portion of the settlement proceeds in the subject action must be allocated to future medical expenses, ("Allocation"), and/or if Plaintiff further fails to establish, fund, and administer any required Medicare Set-Aside Account ("MSA") for such Allocation, Plaintiff's rights to future Medicare coverage and/or benefits could be adversely impacted. In particular, Medicare could determine that the entire amount of the settlement proceeds in the subject action should be allocated towards future medical expenses and, thereafter, deny Medicare coverage and/or benefits to Plaintiff until the full extent of the settlement proceeds in the subject action have been paid towards such future medical expenses.

Through execution of the within Agreement, Plaintiff hereby acknowledges the disclosures set forth herein. As such, and if it is determined that Medicare has an interest in the settlement of the subject action, Plaintiff agrees: (i) that Plaintiff shall bear sole, and continuing, responsibility to determine whether an Allocation and/or MSA is required with respect to the settlement proceeds in the subject action; (ii) that if it is determined that an Allocation and/or MSA is required, it shall be Plaintiff's sole, and continuing, responsibility to contact CMS to work out an appropriate Allocation, and any required MSA with respect to the settlement proceeds in the subject action; (iii) that it shall be Plaintiff's sole, and continuing, responsibility to secure, and to follow, all CMS requirements for the establishment, funding, and administration of any required MSA; and (iv) that Plaintiff's failure to discharge any of the foregoing responsibilities could jeopardize Plaintiff's ability to obtain and/or maintain Social Security and/or Medicare coverage and/or benefits to the full extent of any settlement proceeds in the subject action.

Plaintiff further acknowledges that all claims for wages, and medical expenses paid or unpaid, and/or liens asserted for wages and medical expenses, paid or unpaid, will be satisfied from the proceeds of this settlement. By executing this Agreement, Plaintiff certifies that she has complied with the requirements of 42 U.S.C. 1395y, et seq., and 42 C.F.R. 411.24, et seq. Should any subsequent claims be made under these subsections, Plaintiff further agrees to: (i) hold harmless, and to indemnify, Defendant for any, and all, losses and/or damages arising from claims relating to Medicare/Medicaid brought by any governmental agency, (whether federal, state or local), which may be made against Defendant arising out of, or relating to, Defendant's failure to withhold any portion of the payment to Plaintiff for medical lien purposes, or for any other purpose, and (ii) reimburse Defendant for any resulting payments, including without limitation, all penalties and interest payable to any governmental agency.

7. Through this Agreement, Plaintiff hereby releases, and forever discharges, Defendant, and Non-Settling Defendants, their present and former elected officials, appointed officials, affiliates, subsidiaries, parents, owners, partners, officers, directors, shareholders, agents, attorneys, employees, former employees, representatives, insurers and reinsurers, and all of their successors and assigns, from any and all actions, causes of action, suits, claims, charges or complaints, known or unknown, which Plaintiff has, may have, or may claim to have against any of them for everything that has occurred up to the entry date of this Agreement. Plaintiff further acknowledges that this is a General Release and includes, but is not limited to, claims set forth in the Lawsuit, claims arising under federal, state, and local laws included, but not limited to harassment, failure to act, failure to train, failure to supervise, negligent retention, defamation, slander, libel, wrongful death, assault, battery, excessive force, discrimination, negligence, intentional acts, property damage claims, claims

for economic damages, claims for attorneys fees, expenses, and costs, claims for physical, mental, emotional and psychological injuries and for punitive damages. Plaintiff expressly waives all claims allowed under or for violations of the United States Constitution; the New Jersey Constitution; Title VII of the Civil Rights Act of 1964, as amended by the Civil Rights Act of 1991; the Civil Rights Acts of 1866 and 1871; 42 U.S.C. 1983; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. ("LAD"); the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq. ("NJCRA"); and any other law or statute, federal or state or local law or ordinance. This General Release includes all claims, known or unknown, for anything that has occurred up to, and including, the entry date of this Agreement.

8. It is specifically understood, and agreed, that the amount paid under this Agreement includes all attorneys' fees and costs to which Plaintiff and/or her Counsel may be entitled. Plaintiff understands that by executing this Agreement that she hereby releases and waives any claim and/or right to attorneys' fees and expenses in connection with the Lawsuit. Neither Plaintiff, her Counsel, or any other Law Firm, nor anyone acting on their behalf, shall make an application for monies in addition to the amount set forth within Paragraph One of this Agreement as those amounts are included in the total payment being made herein.

9. Plaintiff further covenants that she will not hereafter file, or cause to be filed on her behalf, any charge, complaint, legal, or administrative action of any nature before any court, or administrative agency to assert any claim against Defendant, and/or Non-Settling Defendants, for anything that has occurred up to and including the entry date of this Agreement.

10. Plaintiff represents that she has not assigned to any third party any claim that she has, may have, or believes she has, or may have, against the Defendant, and/or Non-Settling Defendants.

11. This Agreement does not constitute, and shall in no manner be construed as, an admission of any wrongdoing, or liability, on the part of Defendant, and/or Non-Settling Defendants, or as an admission by Defendant, and/or Non-Settling Defendants, as to the validity of any of the Plaintiff's claims as contained in the Lawsuit, and as may have been supplemented during the course of discovery. The Defendant, and/or Non-Settling Defendants, continue to maintain the applicability, and validity of their denials, and affirmative defenses set forth in their respective Answers to the Plaintiff's Complaint.

12. Plaintiff agrees that he will not voluntarily assist in any claim or litigation which may be pending or filed in the future against Defendant, and/or Non-Settling Defendants, concerning any incident which has occurred prior to the date that this matter settled. The parties hereto acknowledge that Plaintiff may be compelled to testify in litigation by court order, or process.

13. Plaintiff agrees to make no comment, or statement, which may be construed as disparaging as to Defendant, and/or Non-Settling Defendants, or to take any action that portrays the Defendant, and/or Non-Settling Defendants, their elected officials, appointed officials, agents, representatives, attorneys, management, or employees in a negative light. Plaintiff further agrees not to disclose confidential, proprietary, or sensitive information regarding Defendant, and/or Non-Settling Defendants.

14. By executing this Agreement, Plaintiff represents, and acknowledges, that she does not rely, and has not relied, upon any representation, or statement, not set forth in this Agreement made by Defendant, and/or Non-Settling Defendants, or their Counsel, with regard to the subject matter, basis, or effect of this Agreement, or otherwise. This Agreement sets forth the entire agreement between the parties, and supersedes any, and all, prior agreements, or understandings between the

parties.

15. This Agreement shall be binding, and inure to the benefit of the Plaintiff, and her successors, assigns, heirs, executors, personal, and legal representatives.

16. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

17. The parties agree that the language of this Agreement has been negotiated, is a product of the draftsmanship of all of the parties and that the usual rule that the provisions of a document are to be construed against the drafter shall not apply to the interpretation of any provisions hereof.

18. The signatures of the parties below indicate they have had an opportunity to review this Agreement with their respective Counsel, that they have read and understood the provisions, and that they have executed it voluntarily with full knowledge of the significance of all provisions.

19. Counsel of record, whose signatures appear below, represent and warrant that they have reviewed this Agreement with their respective clients.

20. This Agreement may be executed in counterparts, each of which, when so executed and delivered, shall be deemed to be an original.

STATEMENT BY PLAINTIFF

The Defendant has advised me, in writing through this Agreement, to consult with my Counsel prior to executing this Agreement. I have carefully read, and fully understand, the provisions of the Agreement, the acceptance, and sufficiency, of which I acknowledge. I have further had sufficient time, and opportunity, to consult with my Counsel of choice prior to executing this document, and I intend to be legally bound by its terms. I further so execute this Agreement in a knowing, and voluntary, manner with the full knowledge that I am waiving any and all rights, or claims, I may have to later challenge the sufficiency, scope, or terms of the Agreement and have, again, done so after consultation with my Counsel. I understand that I may revoke my signature within seven (7) days following my signing, I understand that my rights under this Agreement are contingent on my signing this Agreement, and not revoking my signature on said document.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement.

BY: *Lena Delgado de Torres*
LENA DELGADO DE TORRES

STATE OF NEW JERSEY :

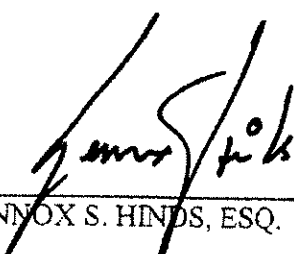
: SS.

COUNTY OF *MIDDLESEX*

I CERTIFY that on *OCTOBER 8*, 2014, LENA DELGADO DE TORRES, personally came before me and acknowledged under oath, to my satisfaction, that she is the person named in this Agreement, and that she personally signed this document, and signed, sealed, and delivered this document as her act and deed.

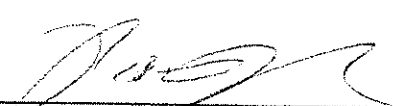
Lennox Hinds
LENOX HINDS
Notary Public, State of New York
No. 02.H16078222
Qualified in New York County
Commission Expires July 28, 2018

Stevens, Hinds & White, P A
Attorneys for Plaintiff, Estate of Humberto Alfonso
by Lena Delgado De Torres



LENNOX S. HINDS, ESQ.

Kelso & Bradshaw
Attorneys for Defendant, Middlesex County



PATRICK BRADSHAW, ESQ.