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SUPERIOR COURT OF N.J.
CUMBERLAND COUNTY
LAW DIVISION

JUN - 8 2012

REC'D & FILED
CIVIL CASE
MANAGEMENT OFFICE

CYNTHIA IZQUIERDO,

Plaintiff

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
CUMBERLAND COUNTY

v.

DOCKET NO. CUM-L- 516 -12

CITY OF BRIDGETON, CITY OF
BRIDGETON MUNICIPAL COURT,
COUNTY OF CUMBERLAND
PROSECUTOR'S OFFICE, OFFICER
RONALD BROOMALL (aka BRIDGETON
PATROL OFFICER 1034), JOHN DOE
LAW ENFORCEMENT OFFICERS #1-
#10, ROBERT ROE COURT
EMPLOYEES #11-#20, and JANE DOE
PROSECUTOR'S OFFICE EMPLOYEES
#21-#30, jointly, severally and/or in the
alternative,

Civil Action

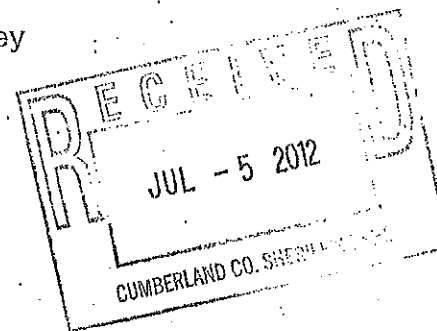
COMPLAINT AND JURY DEMAND.

Defendants.

Plaintiff, CYNTHIA IZQUIERDO, a resident of County of Cumberland and State
of New Jersey, by way of complaint against Defendants, states:

COUNT ONE

1. The causes of action alleged seek to redress deprivation under color of
law, policy and custom, of rights secured by the New Constitution and the
statutory and common laws of the State of New Jersey



2. Plaintiff CYNTHIA IZQUIERDO was, at all times relevant hereto, a resident of the State of New Jersey and a citizen of the United States of America.
3. At any and all times herein mentioned, Defendant CITY OF BRIDGETON is the entity responsible for the operation of governmental services within its territorial jurisdiction, including but not limited to Defendant CITY OF BRIDGETON MUNICIPAL COURT, and Defendant CITY OF BRIDGETON is duly incorporated under the laws of the State of New Jersey. At all relevant times hereto, it employed Defendant OFFICER RONALD BROOMALL (aka BRIDGETON PATROL OFFICER 1034), some or all of Defendant JOHN DOE LAW ENFORCEMENT OFFICERS #1-#10, and some or all of Defendant ROBERT ROE COURT EMPLOYEES #11-#20.
4. Defendant CUMBERLAND COUNTY PROSECUTOR'S OFFICE is the entity responsible for carrying out the law enforcement function within Defendant COUNTY OF CUMBERLAND. At all relevant times hereto, it employed Defendant JANE DOE PROSECUTOR'S OFFICE EMPLOYEES #21-#30.
5. At any and all times herein mentioned, Defendant OFFICER RONALD BROOMALL (aka BRIDGETON PATROL OFFICER 1034) and Defendant JOHN DOE LAW ENFORCEMENT OFFICERS #1-#10 were citizens of the State of New Jersey and police officers within Defendant CITY OF BRIDGETON or the County of Cumberland or the State of New Jersey,

acting in such capacity as the agents, servants, employees, officers, representatives and/or appointees of Defendant CITY OF BRIDGETON or the County of Cumberland or the State of New Jersey. Defendant OFFICER RONALD BROOMALL (aka BRIDGETON PATROL OFFICER 1034) and Defendant JOHN DOE LAW ENFORCEMENT OFFICERS #1-#10 are sued individually and in their official capacity.

6. At any and all times herein mentioned, Defendant ROBERT ROE COURT EMPLOYEES #11-#20 were citizens of the State of New Jersey and employees, servants, and/or agents within Defendant CITY OF BRIDGETON and/or Defendant CITY OF BRIDGETON MUNICIPAL COURT and/or the Cumberland County Superior Court, acting in such capacity as the agents, servants, employees, officers, representatives and/or appointees of Defendant CITY OF BRIDGETON and/or Defendant CITY OF BRIDGETON MUNICIPAL COURT and/or the Cumberland County Superior Court. Defendant ROBERT ROE COURT EMPLOYEES #11-#20 are sued individually and in their official capacity.

7. At any and all times herein mentioned, Defendant JANE DOE PROSECUTOR'S OFFICE EMPLOYEES #21-#30 were citizens of the State of New Jersey and employees, servants, and/or agents within Defendant CUMBERLAND COUNTY PROSECUTOR'S OFFICE, acting in such capacity as the agents, servants, employees, officers, representatives and/or appointees of Defendant CUMBERLAND COUNTY PROSECUTOR'S OFFICE. Defendant JANE DOE PROSECUTOR'S

OFFICE EMPLOYEES #21-#30 are sued individually and in their official capacity.

8. On or about June 9, 2010, Plaintiff CYNTHIA IZQUIERDO was arrested on a series of criminal charges filed by Defendant OFFICER RONALD BROOMALL (aka BRIDGETON PATROL OFFICER 1034), and Defendant JOHN DOE LAW ENFORCEMENT OFFICERS #1-#10 for events allegedly occurring on June 8, 2010.
9. Following her arrest and incarceration, Plaintiff CYNTHIA IZQUIERDO posted bail and was subsequently released.
10. The posting of bail by an accused individual such as Plaintiff CYNTHIA IZQUIERDO requires certain ministerial acts to be completed by Defendant CITY OF BRIDGETON and/or Defendant CITY OF BRIDGETON MUNICIPAL COURT and/or other agency by and through Defendant ROBERT ROE COURT EMPLOYEES #11-#20 and/or Defendant OFFICER RONALD BROOMALL (aka BRIDGETON PATROL OFFICER 1034), and/or Defendant JOHN DOE LAW ENFORCEMENT OFFICERS #1-#10.
11. Unbeknownst to Plaintiff CYNTHIA IZQUIERDO Defendant CITY OF BRIDGETON and/or Defendant CITY OF BRIDGETON MUNICIPAL COURT and/or some other agency by and through Defendant ROBERT ROE COURT EMPLOYEES #11-#20 and/or Defendant OFFICER RONALD BROOMALL (aka BRIDGETON PATROL OFFICER 1034),

and/or Defendant JOHN DOE LAW ENFORCEMENT OFFICERS #1-#10 failed to undertake their required ministerial functions.

12. As a result of Defendant CITY OF BRIDGETON and/or Defendant CITY OF BRIDGETON MUNICIPAL COURT and/or some other agency by and through Defendant ROBERT ROE COURT EMPLOYEES #11-#20 and/or Defendant OFFICER RONALD BROOMALL (aka BRIDGETON PATROL OFFICER 1034), and/or Defendant JOHN DOE LAW ENFORCEMENT OFFICERS #1-#10 failing to undertake their required ministerial functions proof that Plaintiff CYNTHIA IZQUIERDO had been arrested, processed and posted bail had never been properly docketed in the computer system of Defendant CITY OF BRIDGETON and/or Defendant CITY OF BRIDGETON MUNICIPAL COURT or its police department and/or some other agency, which said information would have then been accessible to other law enforcement agencies.
13. As a result of this failure to act upon required ministerial functions by Defendant CITY OF BRIDGETON and/or Defendant CITY OF BRIDGETON MUNICIPAL COURT and/or some other agency by and through Defendant ROBERT ROE COURT EMPLOYEES #11-#20 and/or Defendant OFFICER RONALD BROOMALL (aka BRIDGETON PATROL OFFICER 1034), and/or Defendant JOHN DOE LAW ENFORCEMENT OFFICERS #1-#10, upon information and belief certain warrants were issued for Plaintiff CYNTHIA IZQUIERDO.

14. On or about August 10, 2010, Plaintiff CYNTHIA IZQUIERDO was re-arrested and re-processed by Defendant OFFICER RONALD BROOMALL (aka BRIDGETON PATROL OFFICER 1034), Defendant JOHN DOE LAW ENFORCEMENT OFFICERS #1-#10, and/or JANE DOE PROSECUTOR'S OFFICE EMPLOYEES #21-#30 on the exact same charges for which she was already arrested and processed on June 9, 2010.
15. Following her second unnecessary arrest and subsequent unnecessary incarceration, Plaintiff CYNTHIA IZQUIERDO was forced to post bail for a second time and was subsequently released for a second time.
16. Thereafter, Plaintiff CYNTHIA IZQUIERDO was visited by Special Agent Ron Cuff of Defendant CUMBERLAND COUNTY PROSECUTOR'S OFFICE as well as by Lieutenant James Battavio, Patrol Bureau Commander of the Bridgeton Police Department, who both acknowledged the unnecessary constitutional deprivations visited upon Plaintiff by Defendants and apologized on behalf of Defendants for their illegal transgressions.
17. On or about October 21, 2010, all criminal charges filed against Plaintiff CYNTHIA IZQUIERDO for which she was arrested on June 9, 2010 and then re-arrested on August 10, 2010 were dismissed with prejudice.
18. The actions of Defendants resulting in the arrest of Plaintiff on June 9, 2010 and/or on August 10, 2010 were without a factual basis, without probable cause, and with malice aforethought.

19. As of a result of the above, Plaintiff CYNTHIA IZQUIERDO was forced to be arrested twice, be processed twice, post bail twice, answer the frivolous charges, hire legal counsel, be exposed to public ridicule and scorn, and be deemed a criminal.
20. As a result of the aforementioned actions of Defendants, Plaintiff CYNTHIA IZQUIERDO sustained temporary and permanent emotional injuries, suffered economic damages and endured and will endure great pain and suffering.
21. Plaintiff CYNTHIA IZQUIERDO has filed the requisite Tort Claim Notice, and elongated Tort Claim Form and the requisite amount of time has lapsed to allow Plaintiff CYNTHIA IZQUIERDO to file suit.
22. The actions of Defendants individually and collectively constitute malicious prosecution under New Jersey common law.

WHEREFORE, Plaintiff CYNTHIA IZQUIERDO demands judgment against Defendants for:

- a. Compensatory damages;
- b. Punitive damages;
- c. Any other relief the Court deems equitable and just.

COUNT TWO

1. Plaintiff repeats and incorporates the allegations contained in Count One as if fully set forth herein at length.
2. The aforementioned actions of Defendants violated Plaintiff CYNTHIA IZQUIERDO's procedural and substantive due process rights, her right to

be free from unreasonable searches and seizures, her equal protection rights and her rights to be free from cruel and unusual punishment guaranteed by the New Jersey Constitution rendering Defendants liable to Plaintiff CYNTHIA IZQUIERDO pursuant to New Jersey's Civil Rights Act, N.J.S.A. 10:6-1, et seq.

3. As a result of the aforementioned actions of Defendants, Plaintiff CYNTHIA IZQUIERDO sustained temporary and permanent emotional injuries, suffered economic damages and endured and will endure great pain and suffering.

WHEREFORE, Plaintiff CYNTHIA IZQUIERDO demands judgment against Defendants as follows:

- a. Compensatory damages;
- b. Punitive damages;
- c. Attorneys' fees and litigation costs;
- d. Any other relief the Court deems equitable and just.

COUNT THREE

1. Plaintiff repeats and incorporates the allegations contained in Counts One through Two as if fully set forth herein at length.
2. At any and all times herein mentioned, Defendant CITY OF BRIDGETON and/or CITY OF BRIDGETON MUNICIPAL COURT and/or some other agency were responsible for the supervision, control, instruction, training and/or hiring of its officers, employees, servants, agents, representatives and/or appointees, specifically Defendant OFFICER RONALD

BROOMALL (aka BRIDGETON PATROL OFFICER 1034), Defendants JOHN DOE LAW ENFORCEMENT OFFICERS #1-#10, and/or Defendants ROBERT ROE COURT EMPLOYEES #11-#20.

3. At any and all times herein mentioned, Defendant COUNTY OF CUMBERLAND PROSECUTOR'S OFFICE was responsible for the supervision, control, instruction, training and/or hiring of its officers, employees, servants, agents, representatives and/or appointees, specifically Defendant JANE DOE PROSECUTOR'S OFFICE EMPLOYEES #21-#30.
4. Defendants CITY OF BRIDGETON, CITY OF BRIDGETON MUNICIPAL COURT and/or COUNTY OF CUMBERLAND PROSECUTOR'S OFFICE and/or some other agency were deliberately indifferent to the New Jersey State constitutional rights of Plaintiff CYNTHIA IZQUIERDO by failing to adequately screen or train its employees, specifically Defendants ROBERT ROE COURT EMPLOYEES #11-#20, JANE DOE PROSECUTOR'S OFFICE EMPLOYEES #21-#30, OFFICER RONALD BROOMALL (aka BRIDGETON PATROL OFFICER 1034), and/or JOHN DOE LAW ENFORCEMENT OFFICERS #1-#10 by failing to equip them with specific tools necessary to handle recurring and predictable situations such as the one involving Plaintiff CYNTHIA IZQUIERDO.
5. As a result this failure to adequately screen and/or train its employees, Plaintiff CYNTHIA IZQUIERDO has been damaged.

WHEREFORE, Plaintiff CYNTHIA IZQUIERDO demands judgment against Defendants CITY OF BRIDGETON, CITY OF BRIDGETON MUNICIPAL COURT and/or COUNTY OF CUMBERLAND PROSECUTOR'S OFFICE as follows:

- a. Compensatory damages;
- b. Punitive damages;
- c. Attorneys' fees and litigation costs;
- d. Any and all other relief the Court may deem equitable and just.

RULE 4:5-1 CERTIFICATION

Pursuant to R. 4:5-1, I hereby certify that to the best of my knowledge, information and belief, the matter in controversy is not the subject of any other action pending in any Court or arbitration proceedings, and no other action is contemplated. I know of no other parties that should be joined herein.

CERTIFICATION OF COMPLIANCE WITH R. 1:38-7(c)

I certify the Confidential Personal Identifiers have been redacted from documents now submitted to the Court, and will be redacted from all documents submitted in the future in accordance with R. 1:38-7(b).

JURY DEMAND PURSUANT TO R.4:35-1

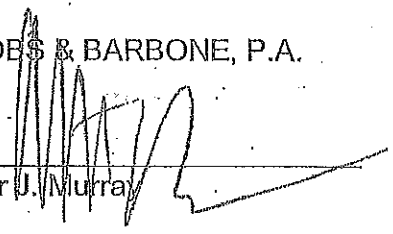
Plaintiff hereby demands Trial by jury as to all issues.

DESIGNATION OF TRIAL COUNSEL

Plaintiff hereby designates Louis M. Barbone, Esquire and Arthur J. Murray,
Esquire as trial counsel in this case.

JACOBS & BARBONE, P.A.

BY:

Arthur J. Murray 

Dated: June 7, 2012

GENERAL RELEASE

This Release, dated September 18, 2013, is given

BY the Releasor(s) **CYNTHIA IZQUIERDO**, referred to as "I",

TO THE Releasee(s) **THE CUMBERLAND COUNTY PROSECUTOR'S OFFICE, COUNTY OF CUMBERLAND, CITY OF BRIDGETON, CITY OF BRIDGETON MUNICIPAL COURT, AS WELL AS ANY AND ALL OTHER COUNTY OR MUNICIPAL GOVERNMENTAL ENTITIES, UNITS, DEPARTMENTS OR FUNCTIONS, INSURERS OR SIMILAR TYPE OF RISK COVERAGE PROVIDER SUCH AS OR SIMILAR TO A JOINT INSURANCE FUND OR EXCESS LIABILITY INSURANCE FUNDS OR SELF INSURANCE FUNDS, ALL APPOINTED OR ELECTED OFFICIALS, COMMITTEE MEMBERS, DEPARTMENT HEADS, SUPERVISORS, EMPLOYEES, REPRESENTATIVES, AGENTS, VOLUNTEERS, AND ATTORNEYS, INDIVIDUALLY, COLLECTIVELY AND PERSONALLY, AND THEIR RESPECTIVE SUCCESSORS, HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS,**

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. I hereby relinquish the right to commence any litigation or proceedings of any nature at any time regarding any and all claims and causes of action that I had or may have had against you arising out of or resulting from or touching upon the events described with my lawsuit which is identified below. This Release applies to claims resulting from anything, which has happened up to now. I specifically release the following claims: Any and all claims for violation of civil rights, constitutional violations, false arrest, false imprisonment, personal injury, temporary or permanent disability, any claim for loss of income or any other claim in any way related to the incidents which are alleged to have occurred on **June 9, 2010 and August 10, 2010**, failure to train or supervise, negligence claims, tort claims, claims for attorney's fees and/or costs, equitable or monetary relief, bodily injury, mental, psychiatric or psychological anguish or impairment, physical discomfort, pain and suffering, or expenses related to such mental or physical impairments, false light, libel or defamation, and any duty or obligation arising out of public policy or law.

It is expressly understood and agreed that the acceptance of the said amount is in full accord and satisfaction and in compromise of all disputed claims and that the payment thereof is not an admission of liability, but is made for the purpose of terminating all disputes and litigations between the parties.

It is further expressly understood and agreed that my acceptance of the said amount is in fully accord and satisfaction and in compromise of any and all claims raised by me or which could have been raised by me against you within the lawsuit filed in the Superior Court of New Jersey, Cumberland County, Docket No. CUM-L-516-12.

This General Release specifically includes, but is not limited to, all monetary and equitable claims asserted, or which could have been asserted, including but not limited to any claim for attorney's fees, by or on behalf of any party to this agreement for all allegations, claims and remedies of any nature whatsoever not otherwise specifically preserved herein, against any other party to this agreement whether or not such claim, allegation or remedy was asserted or not within the Lawsuit.

2. **Release of Claim by Heirs.** By signing this Release, I specifically release and give up any and all rights to and claims of pecuniary loss, injury or damage as those terms are defined in the New Jersey Death Act, N.J.S.A. 2A: 31-1, et seq, and as interpreted by the Courts of New Jersey, which might accrue to me or to others by virtue of the death of **CYNTHIA IZQUIERDO** whether such claims are pursued directly or indirectly or by some person or persons in a representative capacity, if such claims arise in any way from or are in any way connected or related to anything which this Release applies and more respectfully with respect to any medical treatment administered to **CYNTHIA IZQUIERDO** up until the date of the signing of this Release. It is expressly understood and agreed by me that a substantial reason and consideration of you in settling the previously mentioned lawsuit and agreeing to pay and paying the money set forth in this Release is this settlement, releases and eliminates at this time any and all claims which I or others may have now or in the future might have, absent this Release, for the death of **CYNTHIA IZQUIERDO**. I further understand and agree that under the present state of the law in New Jersey absent this Release and regardless of the entry of any judgment in this litigation, my heirs or others might have claims against you for my death; see Alfone v. Sarno, 87 N.J. 99 (1981); and I further understand and agree that by executing this Release and accepting the money set forth below, I acknowledge that I have received fair, just and adequate consideration for all claims, both *inter vivos* and for the death of **CYNTHIA IZQUIERDO**. I further understand and agree that if any claims are made at any time in the future by me directly or indirectly, or by or on behalf of my heirs or others directly or by some person in a representative capacity, for pecuniary losses, injury or damages arising from the death of **CYNTHIA IZQUIERDO** against you, that you shall be entitled to be indemnified by my Estate and/or my heirs, executors, administrators or personal representatives for any sums expended in defending against said claims including, but not limited to, attorneys' fees and all costs of suits together with any sum paid by way of judgment, settlement or otherwise on account of these claims.

3. Medical and Other Liens Guarantee. I agree and guarantee that all hospital and/or medical bills incurred as a result of anything which this Release did or allegedly should have applied with respect to any medical treatment administered to **CYNTHIA IZQUIERDO** by any health care specialist provided until the signing of this Release will be paid. I agree to indemnify you against all liability for the same. I, agree to indemnify and hold you harmless from any and all liens, including but not limited to welfare liens, Medicare liens, Medicaid liens, Workers' Compensation liens, liens for child support arrearages, Temporary Disability or Unemployment Compensation Benefits, or any other social service agency lien or bill that may have arisen as a result of the incident described in the Complaint.

In accordance with Perreira v. Rediger, 169 N.J. 339 (2001) and all other applicable law, I personally guarantee that all liens and/or monetary obligations owed, whether public, private or otherwise, for any medical coverage, wage or other benefits received by me from any source, or paid by any third party on my behalf, have been satisfied and paid off in their entirety by me and/or my authorized agent out of funds received pursuant to this Release. I agree to indemnify and hold harmless, Scottsdale Insurance Company, the City of Bridgeton, the City of Bridgeton Municipal Court, the County of Cumberland, the Cumberland County Prosecutor's Office, any and all insurers or similar type of risk coverage provider such as or similar to Joint Insurance Funds or Excess Liability Insurance Funds or Self Insurance Funds, all Cumberland County appointed or elected officials, committee members, department heads, supervisors, employees, representatives, agents, attorneys, and volunteers, Faust, Goetz, Schenker & Blee, LLP, Armando V. Riccio, Esq., and Raymond, Coleman, Heindol and Norman, LLP.

4. No Admission of Liability. I understand that the payment of the amount set forth below and the acceptance of the same is in full accord and satisfaction and in compromise of all disputed claims. The payment thereof is not to be construed by any person as an admission of any liability, but is made solely for the purpose of terminating all disputes and litigation by and between the parties.

5. Dismissal of Suit With Prejudice. I hereby authorize my attorney to execute a Stipulation of Dismissal With Prejudice (attached hereto) of the lawsuit more particularly described in paragraph One of this General Release. I understand that upon the execution and filing of the Stipulation of Dismissal With Prejudice in the Office of the Clerk of the Court, all right to assert any cause of action against CITY OF BRIDGETON, CITY OF BRIDGETON MUNICIPAL COURT AND THE COUNTY OF CUMBERLAND PROSECUTOR'S OFFICE, THE COUNTY OF CUMBERLAND AND ALL OTHERS AS DEFINED BY THE TERM "YOU" ABOVE, based upon the events described in paragraph One of this General Release will be permanently extinguished.

Scottsdale Insurance Company, the City of Bridgeton, the City of Bridgeton Municipal Court, and the Cumberland County Prosecutor's Office also agree and release each other from any and all cross-claims, claims, issues, demands, actions, causes of action, suits, damages, losses and expenses, of any and every

nature whatsoever, including but not limited to any claim for attorney fees, costs, indemnification or to hold harmless. Each party authorizes their attorney to execute the attached Stipulation of Dismissal with Prejudice. My counsel shall promptly file same with the Court upon receipt of payment.

6. Payment. I have been paid \$19,500.00 by City of Bridgeton and Bridgeton Municipal Court and \$3,000.00 by the County of Cumberland Prosecutor's Office (for a total of \$22,500.00) in full payment for making this Release. I agree that I will not seek anything further including any other payment from you.

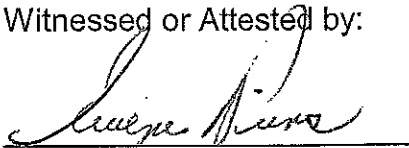
I understand and agree that the City of Bridgeton and County of Cumberland shall issue a Form 1099 in connection with the above payments and that I am solely responsible for all applicable taxes, if any, as a result of receipt by me and/or my attorney of the above payments. I will sign and submit a W-9 Form prior to payment.


7. 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.

8. 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:





Cynthia Izquierdo

STATE OF NEW JERSEY SS:
COUNTY OF Cumberland SS:

I certify that on September 18th, 2013, **CYNTHIA IZQUIERDO** 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 her act and deed.



Notary Public

