

THOMAS J. MALLON, ESQ.
Attorney-at-Law
86 Court Street
Freehold, NJ 07728
(732) 780-0230
Attorney for Plaintiff Michael Quintenz

MICHAEL QUINTENZ

Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT COURT OF NEW JERSEY

TRENTON

Civil Action No.:

vs.

**BOROUGH OF TUCKERTON;
CHIEF OF POLICE MICHAEL CAPUTO;
JOSEPH LUNA; JUSTIN CHERRY;
BRIAN OLSEN; JOHN SANZARI,
JOHN DOES 1-5, Tuckerton Borough
Police Officers; and
JOHN DOES 6-10 Personnel and/or Police
Officers of the Tuckerton Borough Police
Department in supervisory capacities,**

Defendants.

COMPLAINT

JURISDICTION

1. This action is brought pursuant to 42 U.S.C. Section 1983 and in accordance with the Fourth and Fourteenth Amendments of the Constitution of the United States of America. Jurisdiction is conferred under 28 U.S.C. Section 1331 and Section 1343(3). This Court has supplemental jurisdiction over Plaintiff's pendent state law claims pursuant to 28 U.S.C. Section 1367.

PARTIES

2. Plaintiff Michael Quintenz, residing at 326 Wood Street, Tuckerton, NJ, 08087, is and was, at all times herein relevant, citizens of the United States and residents of the State of New Jersey.

5. Defendants John Sanzari; Joseph Luna; Justin Cherry, Brian Olsen and/or John Does 1-5 were at all times mentioned herein duly appointed and acting police officers of the Tuckerton Borough Police Department and at all times herein were acting in such a capacity as the agents, servants and/or employees of the Borough of Tuckerton and were acting under the color of law.

6. Defendants Chief of Police Michael Caputo and/or John Does 6-10 were at all times mentioned herein duly appointed and acting members of the Tuckerton Borough Police Department and at all times herein were acting in such capacities as the agents, servants and/or employees of the Borough of Tuckerton and were acting under the color of law.

7. Defendants Caputo and/or John Does 6-10 were acting in supervisory capacities over Defendants Luna; Cherry; Sanzari; Olsen and/or John Does 1-5 and responsible by law for the training, supervision and conduct of Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5.

8. Defendant Borough of Tuckerton is a duly designated municipality of the state of New Jersey, under the laws of the state of New Jersey.

9. At all times relevant hereto, Defendant Borough of Tuckerton employed the aforementioned Defendants. As such, it was responsible for the training, supervision and conduct of Defendants Caputo;; Luna; Cherry; Sanzari; Olsen, and/or John Does 1-10.

10. Suit is brought against all individually named Defendants in their personal and official capacities.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. On April 8, 2010, Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 of the Tuckerton Police Department responded to a domestic disturbance call at Plaintiff's residence.
3. Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 arrived at Plaintiff's residence and assaulted him without justification and with excessive force.
4. Plaintiff sustained various injuries related to this incident all caused by the excessive force utilized by Defendant Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5..

COUNT ONE: § 1983 USE OF EXCESSIVE FORCE

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. As a direct and proximate result of the above-referenced unlawful and malicious physical abuse of Plaintiff by Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 committed under color of state law, Plaintiff sustained bodily harm and was deprived of his right to be secure in his person against unreasonable seizure, in violation of the Fourth and Fourteenth Amendments of the Constitution of the United States, made actionable through 42 U.S.C. Section 1983.
3. As a direct and proximate cause of the malicious and/or outrageous and/or objectively unreasonable conduct of Defendants as set forth above, Plaintiff Michael Quintenz suffered bodily injuries, medical expenses, and additional special damages in an amount which cannot yet be determined.

4. By reason of the above, Plaintiff was injured, suffered great mental anguish, and was deprived of his constitutional rights as described above.

WHEREFORE, Plaintiff Michael Quintenz demands judgment against Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT TWO: § 1983 ABUSE OF PROCESS

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.

2. Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5, after the initial issuance of process against Plaintiff used such "process" to accomplish some ulterior purpose for which it was not designed or intended, or which was not the legitimate purpose of the particular process employed.

3. Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 made false statements of fact; maliciously, intentionally, recklessly, and/or negligently misrepresented the facts of their encounter with Plaintiff and his subsequent arrest and detention; falsified police and/or other official records, and mishandled and/or withheld evidence to initiate and/or instigate a criminal prosecution of Plaintiff.

4. Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 knew that the complaint initiated against Plaintiff was groundless and made misrepresentations to gain an advantage over Plaintiff's certain constitutional claims and/or to protect their interest in their employment and/or to protect themselves from criminal prosecution and civil liability.

5. As a direct and proximate result of the acts of Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 as set forth herein, Plaintiff suffered physical injury; medical expenses, mental anguish, and additional special damages in an amount which cannot yet be determined. in connection with the deprivation of his constitutional rights guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States made actionable through 42 U.S.C. Section 1983.

WHEREFORE, Plaintiff Michael Quintenz demands judgment against Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT THREE: § 1983 SUPERVISORY LIABILITY

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. Defendants Michael Caputo; John Doe 2 and/or John Does 6-10 were supervisory officials and/or officers in charge at the time Plaintiff Michael Quintenz were arrested and assaulted.
3. Defendants Caputo; John Doe 2 and/or John Does 6-10 had a duty to prevent subordinate officers Caputo; Luna; Cherry; Sanzari; Olsen ; John Doe 2 and/or John Does 1-5 from violating the constitutional rights of citizens and/or detainees.
4. Defendants Caputo; John Doe 2 and/or John Does 6-10 either directed Defendants Caputo; Luna; Cherry; Sanzari; Olsen ; John Doe 2 and/or John Does 1-5 to violate Plaintiffs' constitutional rights and/or had knowledge of and/or acquiesced in his/their subordinate's violations.

5. Specifically, Defendants Caputo, John Doe 2 and/or John Does 6-10 failed to adequately track departmental excessive force complaints, administrative complaints and/or use of force incidents in violation of Tuckerton Police Department policies, practices, customs and/or guidelines and/or the New Jersey Attorney General's Use of Force and/or Internal Affairs Guidelines, and/or failed to discipline officers for such violations.

6. As a direct and proximate result of the acts of Defendants Caputo, John Doe 2, and/or John Does 6-10 as set forth herein, Plaintiff suffered physical injury, medical expenses, mental anguish, and additional special damages in an amount which cannot yet be determined in connection with the deprivation of his constitutional rights guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States made actionable through 42 U.S.C. Section 1983.

WHEREFORE, Plaintiff Michael Quintenz demands judgment against Defendants Caputo, John Doe 2, and/or John Does 6-10 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

**COUNT FOUR: § 1983 UNLAWFUL POLICY, CUSTOM, PRACTICE/
INADEQUATE TRAINING**

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. Defendants Borough of Tuckerton Police Department; Michael Caputo, and/or John Does 6-10, are vested by state law with the authority to make policy on : (1) the use of force; internal affairs investigations and/or administrative reviews pursuant to Tuckerton Police Department policies, practices and/or customs and/or the New Jersey Attorney General's Use of Force and/or Internal Affairs Guidelines; (2) effectuating arrests; (3) police

citizen encounters, and/or (4) disciplining officers. Defendants Caputo, and/or John Does 6- 10 are responsible for training Police Officers in the use of force and/or were officers in charge when Plaintiff Michael Quintenz was assaulted.

3. At all times mentioned herein, Defendants Caputo; Luna; Cherry; Sanzari; Olsen, and John Does 1- 10, as police officers, agents, servants and/or employees of Defendant Borough of Tuckerton, were acting under the direction and control of Defendants Borough of Tuckerton Police Department; Caputo, and/or John Does 6-10, and were acting pursuant to the official policy, practice or custom of the Borough of Tuckerton Police Department.

4. Acting under color of law pursuant to official policy, practice, or custom, Defendants Caputo and/or John Does 6-10 intentionally, knowingly, recklessly and/or with deliberate indifference failed to train, instruct, supervise, control, and discipline, on a continuing basis Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-10 in their duties to refrain from: (1) unlawfully and maliciously assaulting, arresting and harassing citizens; (2) intentionally, recklessly and/or negligently misrepresenting the facts of arrests and/or other police-citizen encounters; (3) falsifying police and/or other official records; (4) withholding and/or mishandling evidence; (5) making false arrests, and/or (6) using unreasonable and excessive force.

5. Defendants Tuckerton Borough; Caputo, and/or John Does 6-10 were aware of numerous similar police citizen encounters involving Defendants Caputo; Luna; Cherry; Sanzari; Olsen; John Does 1-10, and/or other Borough of Tuckerton Police Officers whereby they customarily and frequently subjected citizens held in custody to physical and mental abuse; unlawfully and maliciously assaulted, arrested and harassed citizens; intentionally, recklessly and/or negligently misrepresented the facts of arrests and/or other police-citizen encounters; falsified police and/or other official records; made false arrests, mishandled and/or withheld

evidence and/or used unreasonable and excessive force on citizen/arrestees.

6. Defendants Caputo, John Doe 2 and/or John Does 6-10 failed to adequately track departmental excessive force complaints, administrative complaints and/or use of force incidents in violation of Tuckerton Police Department policies, practices, customs and/or guidelines and/or the New Jersey Attorney General's Use of Force and/or Internal Affairs Guidelines, and/or failed to discipline officers for such violations.

7. Despite their awareness, Defendants Borough of Tuckerton; Caputo and/or John Does 6-10 failed to employ any type of corrective or disciplinary measures against Defendants Caputo; Luna; Cherry; Sanzari; Olsen ;John Does 1-10 and/or other Borough of Tuckerton Police Officers.

8. Defendants Tuckerton Borough; Caputo, and/or John Does 6-10 had knowledge of, or, had they diligently exercised their duties to instruct, train, supervise, control, and discipline Defendants Caputo and/or John Does 1-10 on a continuing basis, should have had knowledge that the wrongs which were done, as heretofore alleged, were about to be committed.

9. Defendants Tuckerton Borough; Caputo, and/or John Does 6-10 had power to prevent or aid in preventing the commission of said wrongs, could have done so by reasonable diligence, and intentionally, knowingly, recklessly and/or with deliberate indifference failed to do so.

10. Defendants Borough of Tuckerton, Caputo; and/or John Does 6-10, directly or indirectly, under color of state law, approved or ratified the unlawful, deliberate, malicious, reckless, and wanton conduct of Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-10 heretofore described.

11. As a direct and proximate result of the acts and/or omissions of Defendants Borough of Tuckerton, Caputo, and/or John Does 6-10 as set forth herein, Plaintiff suffered physical injury, medical expenses, and additional special damages in an amount which cannot yet be determined. in connection with the deprivation of his constitutional rights guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States and made actionable through 42 U.S.C. Section 1983.

WHEREFORE, Plaintiff Michael Quintenz demands judgment against Defendants Borough of Tuckerton; Caputo, and/or John Does 6- 10 on this Count together with compensatory and punitive damage, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT FIVE: § 1983 DEMAND FOR PROSPECTIVE INJUNCTIVE RELIEF

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.

Pursuant to 42 U.S.C. Section 1983, given that there exists no adequate remedy at law, Plaintiff Michael Quintenz and are entitled to prospective injunctive relief against the Defendants.

2. The relief sought by Plaintiffs include, but is not limited to, the following:

- a. An order permanently restraining and enjoining Defendants Borough of Tuckerton; Caputo; and John Does 1-10 from engaging in, encouraging, teaching, promoting or training Tuckerton Borough Police Officers in falsely arresting, maliciously prosecuting, maliciously abusing process, and/or using excessive force against citizens and/or arrestees.
- b. An order compelling Defendants Borough of Tuckerton; Caputo, and John Does 1-10 to take prompt, appropriate and corrective measures to prevent any practices that encourage, teach, engage in, promote or train its officers in falsely arresting, maliciously prosecuting, maliciously abusing process and/or using excessive force against citizens and/ or arrestees.
- c. An order compelling Defendants Borough of Tuckerton; Caputo, and John Does

1-10 to provide regular and consistent training sessions to Borough of Tuckerton Police Officers.

- d. An order compelling Defendants Borough of Tuckerton; Caputo, and John Does 1-10 to implement a system whereby prompt, appropriate action is taken against any Borough of Tuckerton Police Officer who engages in, teaches and/or condones falsely arresting, maliciously prosecuting, maliciously abusing process and/or using excessive force against citizens and/or arrestees.
- e. An order permanently restraining and enjoining Defendants Luna; Cherry; Sanzari; Olsen, and John Does 1-5 from arresting citizens without adequate probable cause, physically abusing and using excessive force against citizens and/or arrestees.
- f. An order permanently restraining and enjoining Defendants Borough of Tuckerton; Caputo, and John Does 1-10 from employing Defendants Luna; Cherry; Sanzari; Olsen, and John Does 1-10 as police officers or law enforcement personnel in any capacity except for clerical duty, solely and entirely confining them to Borough of Tuckerton Police headquarters and limiting them entirely to desk duty; enjoining Defendants Luna; Cherry; Sanzari; Olsen, and John Does 1-10 from any patrol duty, and enjoining Defendants Luna; Cherry; Sanzari; Olsen, and John Does 1-10 from making arrests, assisting in making arrests and using any force in making arrests and/or assisting in making arrests.
- g. Any other relief as the Court deems proper and just.

WHEREFORE, Plaintiff Michael Quintenz demands judgment against Defendants Borough of Tuckerton, Caputo; Luna; Cherry; Sanzari; Olsen, and/or John Does 1-10 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

SUPPLEMENTAL STATE LAW CLAIMS
COUNT SIX: ASSAULT AND BATTERY

-
- 1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
 - 2. Defendant Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 acting under the color of state law and/or in their individual capacities committed assault and battery on Plaintiff Michael Quintenz by physically injuring him without justification and/or by putting him in

reasonable apprehension of serious and imminent bodily harm.

3. The assault and battery committed by Defendants was contrary to the common law of the State of New Jersey, and Plaintiff invokes the supplemental jurisdiction of this Court to hear and determine this claim.

4. As a result of the intentional, reckless, negligent and/or objectively unreasonable assault and battery, as specifically alleged above, Plaintiff Michael Quintenz sustained diverse substantial and permanent physical and emotional injuries, medical expenses and pain and suffering, and will continue to incur same in the future for some time to come.

WHEREFORE, Plaintiff Michael Quintenz demands judgment against Defendant Luna; Cherry; Sanzari; Olsen, and/or John Does 1-15 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT SEVEN: ABUSE OF PROCESS

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.

2. Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5, after the initial issuance of process against Plaintiff used such "process" to accomplish some ulterior purpose for which it was not designed or intended, or which was not the legitimate purpose of the particular process employed.

3. Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 made false statements of fact; maliciously, intentionally, recklessly, and/or negligently misrepresented the facts of their encounter with Plaintiff and his subsequent arrest and detention; falsified police and/or other official records, and mishandled and/or withheld evidence to initiate and/or instigate a criminal prosecution of Plaintiff.

4. Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 knew that the complaint initiated against Plaintiff was groundless and made misrepresentations to gain an advantage over Plaintiff's certain constitutional claims and/or to protect their interest in their employment and/or to protect themselves from criminal prosecution and civil liability.

5. As a direct and proximate result of the acts of Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 as set forth herein, Plaintiff suffered physical injury; medical expenses, mental anguish, and additional special damages in an amount which cannot yet be determined. in connection with the deprivation of his constitutional rights guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States and the State of New Jersey.

6. Defendants' actions were contrary to the common law of the State of New Jersey, and Plaintiff invokes the supplemental jurisdiction of this Court to hear and determine this claim.

WHEREFORE, Plaintiff Michael Quintenz demands judgment against Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT EIGHT: VIOLATION OF NEW JERSEY CIVIL RIGHTS ACT (NJCR)

____ 1. The previous paragraphs are incorporated herein inclusively as if fully set forth.

2. The excessive force used and abuse of process by Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 acting under color of state law, set forth at length above, deprived Plaintiff of his substantive due process right to be free from unlawful seizure of his person and his fundamental right to liberty secured by the Constitution of the United States and the Constitution of the State of New Jersey, in violation of N.J.S.A. 10:6-1, *et seq.* ("The New Jersey

Civil Rights Act”).

3. As a direct and proximate result of the aforesaid acts of Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5, Plaintiff suffered physical injury, medical expenses, lost wages and mental anguish, and additional special damages in an amount which cannot yet be determined.

4. Plaintiff invokes the invoke the supplemental jurisdiction of this Court to hear and determine this claim.

WHEREFORE, Plaintiff Michael Quintenz demands judgment against Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 on this Count together with compensatory and punitive damages, attorney’s fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT NINE: NEGLIGENCE

_____1. The previous paragraphs are incorporated herein inclusively as if fully set forth.

2. Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 had a duty to the Plaintiff not to expose him to unreasonable harm.

3. Through the acts and omissions set forth at length above under color of state law and/or in their individual capacities, Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 breached that duty.

4. As a direct and proximate result of Defendants’ breach of duty to Plaintiff, he was caused to suffer significant and permanent physical and emotional injury; medical expenses; pain and suffering; additional special damages in the future in an amount which cannot yet be determined, and will continue to incur same in the future for some time to come

WHEREFORE, Plaintiff Michael Quintenz demands judgment against Defendants Luna; Cherry; Sanzari; Olsen, and/or John Does 1-5 on this Count together with compensatory damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury as to all issues.

DESIGNATION OF TRIAL COUNSEL

Please be advised that Thomas J. Mallon, Esquire is hereby designated trial counsel in the above captioned matter.

Dated: 3/30/12

/s/ Thomas J. Mallon, Esquire

THOMAS J. MALLON, ESQUIRE

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated 9/9/14 is given by **MICHAEL QUINTENZ**, referred to as "I", to **BOROUGH OF TUCKERTON**; 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 **BOROUGH OF TUCKERTON**; and their agents and employees, for the events occurring on or about April 8, 2010 which is the subject of lawsuit in QUINTENZ v. BOROUGH OF TUCKERTON, ET AL., Civil Action No. 3:12-cv-01970-MAS-LHG, 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 **BOROUGH OF TUCKERTON** alleged in QUINTENZ v. BOROUGH OF TUCKERTON, ET AL., Civil Action No. 3:12-cv-01970-MAS-LHG.

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 and all claims, and I further understand and agree that by executing this Release and accepting the money paid by you I have forever remised, released, discharged, and given up any and all claims that I or others might have against you arising from or alleged to arise from any acts or omissions by **BOROUGH OF TUCKERTON**, and their agents and employees as described above. 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 **MICHAEL QUINTENZ's** heirs and/or survivors, or by some person in a representative capacity, for pecuniary losses, injuries or damages arising from the current action against you, that you shall be entitled to be indemnified by **MICHAEL QUINTENZ's** 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 suit together with any sum paid by way of judgment, settlement, or otherwise on account of those claims.

It is further understood and agreed that the payment of the money being paid pursuant to this Release is in full accord and satisfaction, and in compromise of, any and all disputed claims, and that the payment of the money is not an admission of liability/acknowledgment of fault but is made for the sole purpose of terminating the litigation between the parties.

In the event I have received or shall receive any monies from any person who hereafter seeks to recover the monies from you by way of a claim or action of any type, including but not limited to subrogation actions and claims and actions or claims for contribution and/or indemnification, I shall indemnify and hold you harmless from and against any judgment entered against you or any payment made by you in connection therewith, and also for any money spent in 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 \$28,500.00 in full payment for making this Release, with said payment represented as follows: \$28,500.00 from the **BOROUGH OF TUCKERTON.** 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.

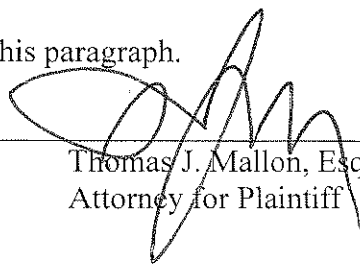
9. **GOVERNING LAW.** This Release shall be construed and interpreted in accordance with the laws of the State of New Jersey.

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. The Releasor agrees that if he is contacted by any member of the news media or any third party seeking comment on the status of this litigation and the settlement herein, that he shall simply state that the matter is resolved and dismissed and that he has no further comment. The Releasor acknowledges that the Borough of Tuckerton and/or its insurance carrier may be required to comply with requests under the Open Public Records Act, N.J.S.A. 47:1A-1, et seq. or other applicable law to disclose certain information regarding this settlement. The Releasor agrees that any such disclosure by the defendant, any of its officials, employees or agents or any defendants or their insurance carrier shall not constitute a waiver of this paragraph.



MICHAEL QUINTENZ

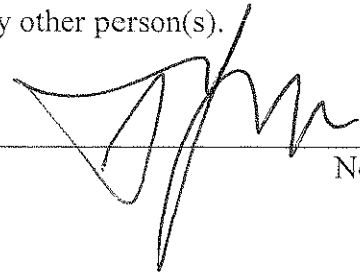


Thomas J. Mallon, Esq.
Attorney for Plaintiff

STATE OF NEW JERSEY
COUNTY OF

I certify that on SEPTEMBER 9, 2014 MICHAEL QUINTENZ, 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 HIM 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 in influence by any other person(s).



Notary Public