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Attorneys for Plaintiff, Anthony Bocchino

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY  
CAMDEN VICINAGE

_____	)	
	)	
ANTHONY BOCCHINO,	)	CIVIL ACTION NO.:
	)	
<i>Plaintiff,</i>	)	
	)	
Vs.	)	CIVIL ACTION
	)	
	)	
CITY OF ATLANTIC CITY,	)	COMPLAINT AND JURY DEMAND
THROUGH ITS POLICE	)	
DEPARTMENT; AS WELL AS	)	
OFFICER JAMES MITTENBERGER	)	
AND OFFICER DONNELL HOLLAND,	)	
	)	
<i>Defendants.</i>	)	
	)	
	)	
_____	)	

The plaintiff, Anthony Bocchino, a resident of Essex County, New Jersey, by way of Complaint against the Defendants, says:

INTRODUCTION

This is a lawsuit for violation of civil rights inflicted upon Mr. Bocchino. The Defendants used their positions to

inflict emotional pain and trauma, fear and financial damages to Plaintiff.

#### JURISDICTION

This case arises under 42 U.S.C. § 1983 and New Jersey law. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331. This Court has subject matter jurisdiction over Plaintiff's state law claims under 28 U.S.C. § 1367.

#### PARTIES

1. Plaintiff Anthony Bocchino, a resident of Essex County.
2. The Defendants are Officer James Mittenberger, who at all times relevant herein, was an Atlantic City police officer.
3. Officer Donnell Holland, who at all times relevant herein, was an Atlantic City police officer.
4. Defendant City of Atlantic City, through its Department of Police.

#### FACTS

5. On the evening of August 12, 2012, Plaintiff was at the Harrah's Casino Pool After Dark nightclub in Atlantic City.
6. Plaintiff was removed from the nightclub after a non-violent word exchange with a bouncer at the nightclub.
7. The individually named Police Officer defendants responded to the scene for reasons unknown.

8. Nevertheless, upon arrival, the individual police officers, without basis or provocation, brutally beat Plaintiff, restrained him, falsely imprisoned him and falsely charged him with aggravated assault.
9. As a result of the actions of the individually named Officers, Plaintiff has suffered severe emotional trauma as well as physical injury, loss of income and other expenses, which further discovery will detail.
10. The criminal charges against Plaintiff are still pending.

**COUNT I**

**EXCESSIVE FORCE (42 U.S.C. § 1983)**

**FOURTH AND FOURTEENTH AMENDMENTS**

**(AGAINST ALL DEFENDANTS)**

11. Plaintiff repeats here the allegations of the previous paragraphs as if set forth at length herein.
12. The individually named Police Officer defendants, brutally beat Plaintiff without justification. Defendant Officers punched and kicked Plaintiff although Plaintiff was at all times compliant and never resisted or refused any Officer's command. This beating constituted excessive force against Plaintiff in violation of his Fourth and Fourteenth Amendment rights.
13. Defendants' use of excessive force caused Plaintiff physical injuries; pain and suffering; extreme emotional distress, fear, trauma, and humiliation.

14. The City of Atlantic City, through its police department, is required to properly train the individually named defendants to see to it that they exercise their law enforcement authority within safe and unconstitutional parameters.
15. The City of Atlantic City has been deliberately indifferent to the violent propensities of its police officers, as well as the individually named Officers in particular.
16. By virtue of the City of Atlantic City's deliberate indifference to the need for supervision and control of its officers, the individually named Officers expressed malicious, reckless and indifferent violence toward Plaintiff on the date in question.
17. As a result of their conduct, Defendants are liable for Plaintiff's injuries, either because they were integral participants in the misconduct, or because they failed to intervene when they had the opportunity and duty to do so to prevent these violations.
18. Plaintiff alleges that the acts of the individual Defendants were willful, malicious, intentional, oppressive, reckless, and/or were done in willful and conscious disregard of Plaintiffs' rights, welfare and safety, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at time of trial.
19. As a direct and legal result of Defendants' acts and omissions, Plaintiff has suffered damages, including, without limitation, pain and suffering, extreme mental

and emotional distress, severe physical injuries, medical expenses, attorneys' fees, costs of suit, loss of earnings, and other pecuniary losses not yet ascertained.

COUNT II

DENIAL OF MEDICAL CARE (42 U.S.C. § 1983)

(AGAINST ALL DEFENDANTS)

20. Plaintiff repeats here the allegations of the previous paragraphs as if set forth at length herein.
21. Defendants, failed to provide Plaintiff medical care in the wake of the beating despite Plaintiff's extensive injuries.
22. Defendants' denial of medical care exacerbated Plaintiff's physical injuries and caused Plaintiff increased trauma, mental and emotional distress, and increased pain and suffering.
23. The City of Atlantic City, through its police department, is required to properly train the individually named defendants to see to it that they provide proper medical care to detainees. Plaintiff is further informed and believes and thereon alleges that Defendant City of Atlantic City ratified the individual Officers' unconstitutional conduct towards Plaintiff.
24. As a result of their conduct, Defendants are liable for Plaintiff's injuries, either because they were

integral participants in the misconduct, or because they failed to intervene when they had the opportunity and duty to do so to prevent these violations.

- 25. Plaintiff alleges that the acts of the individual Defendants were willful, malicious, intentional, oppressive, reckless, and/or were done in willful and conscious disregard of Plaintiffs' rights, welfare and safety, thereby justifying the awarding of punitive and exemplary damages in an amount to be determined at time of trial.
- 26. As a direct and legal result of Defendants' acts and omissions, Plaintiff has suffered damages, including, without limitation, pain and suffering, extreme mental and emotional distress, severe physical injuries, medical expenses, attorneys' fees, costs of suit, loss of earnings, and other pecuniary losses not yet ascertained.

**COUNT III**

**VIOLATION OF 42 U.S.C. § 1983-DELIBERATELY INDIFFERENT POLICIES, PRACTICES, CUSTOMS, TRAINING, AND SUPERVISION IN VIOLATION OF THE FOURTH, FOURTEENTH, AND FIRST AMENDMENTS AND IN VIOLATION OF 42 U.S.C. § 1981**

**(AGAINST DEFENDANT CITY OF ATLANTIC CITY ONLY)**

- 27. Plaintiff hereby incorporates all other paragraphs of this Complaint as if fully set forth herein.
- 28. 42 U.S.C. § 1983 provides that:  
  
"Every person, who under color of any statute, ordinance, regulation, custom or usage of any state or territory or the District of Columbia subjects or

causes to be subjected any citizen of the United States or other person within the jurisdiction thereof to the deprivation of any rights, privileges or immunities secured by the constitution and law shall be liable to the party injured in an action at law, suit in equity, or other appropriate proceeding for redress..."

29. Plaintiff in this action is a citizen of the United States and Defendants to this claim are persons for purposes of 42 U.S.C. § 1983.
30. The Defendants to this claim at all times relevant hereto were acting under the color of state law.
31. Plaintiff had the following clearly established rights at the time of the complained of conduct:
  - a. the right to be secure in his person from unreasonable seizure through excessive force, under the Fourth Amendment;
  - b. the right to bodily integrity and to be free from excessive force by law enforcement under the Fourteenth Amendment;
  - c. the right to exercise his constitutional rights of free speech under the First Amendment without retaliation;
  - d. the right to be free from discrimination by police under the Equal Protection Clause of the Fourteenth Amendment and under 42 U.S.C. § 1981; and
  - e. the right to be free from malicious prosecution under the Fourth and Fourteenth Amendments.

32. Defendant Atlantic City knew or should have known of these rights at the time of the complained of conduct as they were clearly established at that time.
33. The acts or omissions of the Defendant Atlantic City, as described herein, deprived Mr. Bocchino of his constitutional and statutory rights and caused him other damages.
34. The acts or omissions of Defendant Atlantic City as described herein intentionally deprived Plaintiff of his constitutional and statutory rights and caused him other damages.
35. Defendant is not entitled to qualified immunity for the complained of conduct.
36. Defendant Atlantic City is, at all times relevant, policymakers for the City and the Atlantic City Police Department, and in that capacity established policies, procedures, customs, and/or practices for the same.
37. Defendant Atlantic City developed and maintained policies, procedures, customs, and/or practices exhibiting deliberate indifference to the constitutional rights of citizens, which were moving forces behind and proximately caused the violations of Mr. Bocchino's constitutional and federal rights as set forth herein and in the other claims, resulted from a conscious or deliberate choice to follow a course of action from among various available alternatives.
38. Defendant Atlantic City has created and tolerated an atmosphere of lawlessness, and have developed and



maintained long-standing, department-wide customs, law enforcement related policies, procedures, customs, practices, and/or failed to properly train and/or supervise its officers in a manner amounting to deliberate indifference to the constitutional rights of Plaintiff and of the public.

39. In light of the duties and responsibilities of those police officers that participate in arrests and preparation of police reports on alleged crimes, the need for specialized training and supervision is so obvious, and the inadequacy of training and/or supervision is so likely to result in the violation of constitutional and federal rights such as those described herein that the failure to provide such specialized training and supervision is deliberately indifferent to those rights.
40. The deliberately indifferent training and supervision provided by Defendant Atlantic City resulted from a conscious or deliberate choice to follow a course of action from among various alternatives available to Defendant Atlantic City and were moving forces in the constitutional and federal violation injuries complained of by Plaintiff.
41. As a direct result of Defendants' unlawful conduct, Plaintiff has suffered actual physical and emotional injuries, and other damages and losses as described herein entitling him to compensatory and special damages, in amounts to be determined at trial. As a further result of the Defendants' unlawful conduct, Plaintiff has incurred special damages, including

medically related expenses and may continue to incur further medically or other special damages related expenses, in amounts to be established at trial.

42. On information and belief, Plaintiff may suffer lost future earnings and impaired earnings capacities, in amounts to be ascertained in trial. Plaintiff is further entitled to attorneys' fees and costs pursuant to 42 U.S.C. § 1988, pre-judgment interest and costs as allowable by federal law. There may also be special damages for lien interests.
43. Finally, Plaintiff seeks appropriate declaratory and injunctive relief pursuant to 42 U.S.C. § 1983 to redress Defendants' above described ongoing deliberate indifference in policies, practices, habits, customs, usages, training and supervision with respect to the rights described herein, and with respect to the ongoing policy and/or practice of the Internal Affairs Bureau of failing to investigate or appropriately handle complaints of the same, which Defendants have no intention for voluntarily correcting despite obvious need and requests for such correction.

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**RESPONDENT SUPERIOR**

44. At the time of the incident, Defendants James Mittenberger and Darnell Holland were employees, agents, and/or servants of Defendant City of Atlantic City. Defendants Mittenberger and Holland were acting within the course and scope of their employment with said Defendant at the time of the incident made the

basis of this lawsuit. As such, said Defendant is responsible for the conduct of Defendants Mittenberger and Holland under the doctrine of respondent superior due to the master-servant relationship which existed at the time of the incident made the basis of this lawsuit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests entry of judgment in their favor and against Defendants as follows:

- A. For compensatory damages in an amount to be determined at trial;
- B. For punitive damages against individual Defendants in an amount to be proven at trial;
- C. For reasonable costs of this suit and attorneys' fees; and
- D. For such further relief as the Court may deem just, proper, and appropriate.

TIMOTHY J. MCILWAIN  
ATTORNEY AT LAW, LLC  
Attorneys for Plaintiff,  
Anthony Bocchino

BY: s/ Timothy McIlwain  
TIMOTHY J. MCILWAIN

Dated: 1/8/14

DEMAND FOR JURY TRIAL

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

TIMOTHY J. MCILWAIN  
ATTORNEY AT LAW, LLC  
Attorneys for Plaintiff,  
Anthony Bocchino

BY: s/ Timothy McIlwain  
TIMOTHY J. MCILWAIN

Dated: 1/8/14

# Resolution of the City of Atlantic City

No. 512

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

Deputy City Solicitor /s/ Michael J. Perugini

City Solicitor, Anthony Swan

Prepared by City Solicitor's Office

Council Members SMALL & MARSH present the following Resolution:

## RESOLUTION AUTHORIZING SETTLEMENT AFTER EXECUTIVE SESSION

**WHEREAS**, Council has reviewed specific cases for settlement purposes in Executive Session; and

**WHEREAS**, Council agrees that it is necessary to resolve several cases discussed in Executive Session.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of the City of Atlantic City that the City Solicitor is authorized to settle the following case pursuant to the authority extended in Executive Session:

Bocchino vs. City of Atlantic City, et al.

**BE IT FURTHER RESOLVED** by the Council of the City of Atlantic City that the City Solicitor and/or the Business Administrator are hereby authorized to execute the legal documents necessary to effectuate such settlements.

SH August 19, 2016 1:48 PM

DO NOT USE SPACE BELOW THIS LINE													
RECORD OF COUNCIL VOTE ON FINAL PASSAGE													
COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.	COUNCIL MEMBER	AYE	NAY	N.V.	A.B.	MOT.	SEC.
CHENG	X						MARSH		X			X	
DELGADO	X						RANDOLPH	X					X
GILLIAM	X						SHABAZZ	X					
KURTZ	X						TIBBITT		X				
SMALL, PRESIDENT								X					
X-Indicates Vote    NV-Not Voting    AB-Absent    MOT-Motion    SEC-Second													

This is a Certified True copy of the Original Resolution on file in the City Clerk's Office.

DATE OF ADOPTION: AUGUST 17, 2016

/s/ Rhonda Williams, City Clerk

**SETTLEMENT AGREEMENT  
And  
GENERAL RELEASE**

THIS SETTLEMENT AGREEMENT and GENERAL RELEASE (hereinafter "this Agreement") is entered into by and between ANTHONY BOCCHINO (hereinafter "Plaintiff") and JAMES MILTENBERGER, DONNELL HOLLAND, and the CITY OF ATLANTIC CITY (hereinafter "Defendants")

WHEREAS, Plaintiff filed a Complaint against Defendants in the Federal Court, District of New Jersey, , captioned *Anthony Bocchino v. City of Atlantic City, et al.*, DOCKET NO., 14-CV-00233 and asserting claims against the City of Atlantic City, Miltenberger and Holland in connection with Plaintiff's arrest on August 16, 2012 (subsequently referred to as the "Action") and

WHEREAS, Plaintiff and Defendants Atlantic City, Miltenberger and Holland have agreed to settle all controversies between Plaintiff and Defendants, including Plaintiff's claims in the Action against all parties including John Does and including any and all related claims which could have been asserted as of the effective date of the settlement, whether such claims are presently known or unknown; and,

WHEREAS, all parties acknowledge that the merits of the controversy are in dispute and have not been fully adjudicated, and that no party to this action admits any liability or fault to any other, but all have reasons to desire amicable resolution of the matter to avoid the costs of litigation; and

NOW, for and in consideration of the agreements, covenants and conditions herein contained, the adequacy and sufficiency of which are hereby expressly acknowledged by the parties hereto, the parties agree as follows:

1. **The Terms of Settlement:** Defendant, City of Atlantic City hereby agrees to pay Plaintiff the settlement amount of Seventy-Five Thousand Dollars (\$75,000.00) for non-economic damages including pain, suffering, humiliation, embarrassment, loss of enjoyment of life, disability, attorneys' fees and costs, said settlement amount being fully and completely inclusive of all claims of any nature, sort, or variety, including claims for attorneys' fees and costs incurred by counsel for Plaintiff. No part of the payment represents, or is intended to represent, payment for lost income or for punitive damages, it being the intention of the parties that this payment is solely to compensate the plaintiff for losses in the nature of personal injury. The parties stipulate to this allocation to make it clear that the payment is not intended to represent economic gain to the Plaintiff. Upon the signed return of this Agreement, along with a fully executed form W-9 and child support search, executed by Plaintiff's Counsel, Defendant will place the matter on the next available City Council Agenda for payment before City Council and submit the request for payment to its TPA AmeriHealth. Payment will be made by check made payable to "Timothy McIlwain Esquire attorney for Anthony Bocchino."

2. **Dismissal of Actions.** Plaintiff shall cause to be filed all necessary documents to dismiss with prejudice this Action, in its entirety upon receipt of the above referenced settlement funds.

3. **Release in Consideration for Payment and Other Consideration provided for In this Agreement:** In consideration of the payment and other consideration provided for in this Agreement, Plaintiff releases and gives up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that Plaintiff may have against Defendants City of Atlantic City, James Miltenberger and Donnell Holland, their agents, representatives, supervisors and employees (present and former), including but not limited to employees named or unnamed in this Action, and its respective successors and assigns, heirs, executors and personal or legal representatives, based upon any act, event or omission occurring before the execution of this Agreement; including, but not limited to, any events related to, arising from or in connection with the Plaintiff's association with Defendants. Plaintiff specifically waives, releases and gives up any and all claims arising from or relating to Plaintiffs' association with the Defendants based upon any act, event or omission occurring before the date of this Settlement Agreement, including, but not limited to, any claim that was asserted or could have been asserted in the Action and pursuant to any and all Tort Claims Notice filed by Plaintiff through counsel of record in this Action or any other counsel. Plaintiff specifically waives, releases and gives up any and all claims based upon any act, event or omission occurring before the effective date of the Settlement, including, but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations and/or common law, expressly including, but not limited to, any potential claim relating to the following (along with any amendments thereto):

- a. The United States Constitution
- b. The New Jersey Constitution
- c. The New Jersey Civil Rights Act
- d. Title VII of the Civil Rights Act of 1964;
- e. Sections 1981 through 1988 of Title 42 of the United States Code;
- f. Failure to Provide Medical Attention
- g. Use of Excessive Force
- h. All Claims under NJSA 4:19-16
- i. Malicious Prosecution
- j. False Arrest
- k. Assault and Battery
- l. Intentional Infliction of Emotional Distress
- m. The New Jersey Law against Discrimination;
- n. Any other federal, state or local, civil or human rights law of any other local, state or federal law, regulation or ordinance, any provision of any federal state constitution, any public policy, contract, tort or common law, conversion, spoliation or any losses, injuries or damages (including back

pay, front pay, liquidated, compensatory or punitive damages, attorneys' fees and litigation costs.

4. **No Claims Permitted/Covenant Not to Sue:** Plaintiff waives the right to file any charge or complaint on his own behalf and/or participate as a complainant, a plaintiff, or charging party in any charge or complaint which may be made by any other person or organization on their behalf, with respect to anything which has happened up to the execution of this Agreement before any federal, state or local court or administrative agency including the EEOC and the OCR, against the Defendant, except if such a waiver is prohibited by law. Should any charge or complaint be filed, Plaintiff agrees that they will not accept any relief or recovery therefrom. Plaintiff confirms that no such charge, complaint or action exists in any forum or form other than the complaint bearing Docket No. 14-CV-00233, and hereby covenants not to file any charge, complaint or action in any forum or form against Defendant based upon anything which is encompassed by the terms of this Agreement. Except as prohibited by law, in the event that any such charge, complaint or action is filed by Plaintiff, it shall be dismissed with prejudice upon presentation of this Agreement.

5. **Attorneys' Fees and Costs and Cross Claims:** The Parties agree that neither Party shall be deemed a prevailing party, and Plaintiff agrees that Plaintiff will bear Plaintiff's own costs and attorneys' fees which have been incurred in connection with the within matter and in connection with the negotiation and preparation of this Agreement and that no amounts other than the payments to be made pursuant to ¶1 of this Agreement shall be sought by or owed to Plaintiff or his attorneys by Defendants in connection with this matter.

6. **No Admission of Liability:** It is expressly understood that neither the execution of this Agreement nor any other action taken by Defendants in connection with Plaintiff's alleged claims or this Settlement, constitutes an admission by Defendants of any violation of any law, duty or obligation, or that any decisions or actions taken in connection with this Action were unwarranted, unjustified, retaliatory, discriminatory, wrongful or otherwise unlawful.

7. **Entire Agreement:** This Agreement contains the sole and entire agreement between the parties hereto and fully supersedes any and all prior agreements and understandings pertaining to the subject matter hereof, and is intended to memorialize the settlement of Plaintiff's claims. Plaintiff represents and acknowledges that, prior to executing this Agreement, Plaintiff consulted her attorney, that they had ample time to do so, that Plaintiff obtained the advice of counsel prior to making the decision to execute this Agreement and that Plaintiff has not relied upon any representation or statement not set forth in this Agreement made by Defendants hereto or Defendant's counsel or representatives, with regard to the subject matter of this Agreement. No other promises or agreements shall be binding unless in writing,



signed by the parties hereto, and expressly stated to represent an amendment to this Agreement.

8. **Severability:** The Parties agree that if any court declares any portion of this Agreement unenforceable, the remaining portion shall be fully enforceable. In the event that the law prohibits a waiver of any claim, Plaintiff hereby acknowledges that he has no valid claims under those statutes or law. Plaintiff also agrees that this Agreement fully resolve any and all disputes Plaintiff has as of the execution of the Agreement including any unknown dispute Plaintiff may have. Plaintiff acknowledges and agrees that he is not entitled to or owed any additional monies and Plaintiff hereby waives any and all relief not explicitly provided herein.

9. **Applicable Law:** This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. The Parties agree that any action to enforce or interpret this Agreement shall only be brought in a court of competent jurisdiction in the State of New Jersey, which parties hereby acknowledge and agree to the Superior Court of New Jersey in Atlantic County.

10. **Indemnity:** BOCCHINO agrees to hold the CITY OF ATLANTIC CITY, MILTENBERGER AND HOLLAND harmless against, and to indemnify the CITY OF ATLANTIC CITY, MILTENBERGER AND HOLLAND for any and all claims by the Internal Revenue Service, or any other taxing authority or other governmental agency, whether federal, state or local, which may be made against the CITY OF ATLANTIC CITY, MILTENBERGER AND HOLLAND for taxes or other payments owed by BOCCHINO or any penalty assessed against the CITY OF ATLANTIC CITY, MILTENBERGER AND HOLLAND arising out of or relating to payment of the Settlement Benefits, the failure to withhold any portion of said payments for income or Social Security tax purposes, or for any other purpose; and agrees to reimburse the CITY OF ATLANTIC CITY, MILTENBERGER AND HOLLAND for any resulting payments to the Internal Revenue Service, or any other taxing authority or other governmental agency that the CITY OF ATLANTIC CITY, MILTENBERGER AND HOLLAND must make with respect to such claim or Settlement Benefits.

11. **Effective Date:** This Agreement will become effective on the date on which this Agreement is executed.

12. **Use of Agreement:** This Agreement is not intended to be used and shall not be used as evidence or for any other purpose in any other action or proceeding, other than to enforce the terms of this Agreement.

13. **Confidentiality:** To the extent permissible by law, the terms of this Settlement Agreement shall not be publicly disclosed and shall be held confidential by all parties and attorneys involved in this case. It is further understood and agreed as an

honorable undertaking that neither Plaintiff nor Defendants nor any agents, servants, attorneys or representatives of Plaintiff or Defendants shall, in any way, at any time disclose for any reason or purpose whatsoever to any other person or entity (other than immediate family, attorneys, accountants, financial advisors, or as otherwise may be required by law) the terms of the consideration, compensation or settlement reached (herein the "Settlement").

Notwithstanding the foregoing, the Parties acknowledge that the Settlement may become part of the public record as a result of Defendant City of Atlantic's status as a public entity. If that occurs, and the Parties are contacted by news media for comment on the Settlement, the parties may respond for the purpose of correcting any inaccuracies in any such news story. The Parties, however, are strictly prohibited from initiating any contact with any news media for any purpose related to the subject of this Agreement.

14. **Plaintiff's Acknowledgments:** BY SIGNING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, PLAINTIFF ACKNOWLEDGES:

- A. PLAINTIFF HAS READ IT;
- B. PLAINTIFF UNDERSTANDS IT AND KNOWS HE IS GIVING UP IMPORTANT RIGHTS;
- C. PLAINTIFF AGREES WITH EVERYTHING IN IT;
- D. PLAINTIFF'S ATTORNEY NEGOTIATED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE WITH PLAINTIFF'S KNOWLEDGE AND CONSENT;
- E. PLAINTIFF HAS BEEN ADVISED TO CONSULT WITH HIS ATTORNEY PRIOR TO EXECUTING THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, AND HAS IN FACT DONE SO; AND
- F. PLAINTIFF HAS SIGNED THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE KNOWINGLY AND VOLUNTARILY.

DATED \_\_\_\_\_

\_\_\_\_\_  
ANTHONY BOCCHINO

STATE OF NEW JERSEY )  
                                          ) SS:  
COUNTY OF ESSEX        )

I, \_\_\_\_\_, a Notary Public, do hereby certify that ANTHONY BOCCHINO, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledge that he signed and delivered the said instrument as his free and voluntary act, for the uses and purposes set forth therein.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
NOTARY PUBLIC

DRAFT UNSIGNED