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Attorney for Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

CHONAN PERSAD, ROVIN PERSAD,
BINDHYANA S. PERSAD and ANJANIE
PERSAD,

Plaintiff,

v.

BOROUGH OF DUMONT (BERGEN
COUNTY); DUMONT POLICE
DEPARTMENT; STEVE QUINTANO;
BRIAN JOYCE; JAMES FLAHERTY
JOHN DOES 1-20 (fictitious) and ABC
CORP. 1-20(fictitious),

Defendants.

CIVIL ACTION NO.:

COMPLAINT

Plaintiffs, Chonan Persad, Rovin Persad, Bindhyana S. Persad and Anjanie Persad, residing at 154 Niagara Street, in the Borough of Dumont, County of Bergen, in the State of New Jersey, by way of Complaint against the above-named Defendants, through their undersigned attorney, hereby say the following:

PRELIMINARY STATEMENT

1. The Plaintiffs are members of a Trinidadian-American family and long-time residents of the Borough of Dumont who bring this action, pursuant to 42 U.S.C. 1983 and N.J.S.A. 10:6-1, et seq., for damages and other relief against Defendants Borough of Dumont; Dumont Police Department; Dumont Police Officers Steve Quintano, Brian Joyce and James Flaherty; and John Does 1-20 (Fictitious), who, while acting under color of state law, violated

Plaintiffs' rights pursuant to State law; the Fourth and Fourteenth Amendments of the United States Constitution; the New Jersey Law Against Discrimination; as well as Article 1, Paragraphs 5 and 7 of the New Jersey State Constitution.

2. This action seeks an award of compensatory, statutory and punitive damages as well as an award of attorney's fees and costs based on the civil rights violations arising from the Plaintiffs' illegal arrest and detention which was made without probable cause; discrimination based on their national origin; malicious prosecution and all other causes of action set forth herein against the afore-mentioned Defendants.

3. Individually, jointly or severally, Defendants are liable to Plaintiffs, but not limited to, the below causes of action and aforesaid remedies, for the reasons stated, which reasons are averred upon information and belief, or will become known at Discovery or at Trial.

JURISDICTION AND VENUE

4. This Court has jurisdiction over the Plaintiffs' claims of violations of their Federal Constitutional Rights pursuant to 28 U.S.C. Section 1331 (Federal Question Jurisdiction) and 28 U.S.C. Section 1343(a)(3) (Jurisdiction over Federal Constitutional Claims) This Court has supplemental jurisdiction over Plaintiffs' State Law claims based on 28 U.S.C. Section 1367(a) because these arise out of the same set of facts as the Federal Claims such that all claims herein form part of the same case or controversy.

5. Venue lies in this District pursuant to 28 U.S.C. 1391(e) because all or a substantial part of the events giving rise to the claim occurred here.

PARTIES

6. Plaintiff Chonan Persad is a native of the Nation of Trinidad and Tobago and a naturalized citizen of the United States, and resides in Dumont, New Jersey.

7. Plaintiff Rovin Persad is a native of the Nation of Trinidad and Tobago and a naturalized citizen of the United States, and resides in Dumont, New Jersey.

8. Plaintiff Bindhyana S. Persad is a native of the Nation of Trinidad and Tobago and a naturalized citizen of the United States, and resides in Dumont, New Jersey.

9. Plaintiff Anjanie Persad is a native of the Nation of Trinidad and Tobago and a naturalized citizen of the United States, and resides in Dumont, New Jersey.

10. Defendant Steve Quintano was, at all times material, a Law Enforcement Officer and was the primary official responsible for the investigation and charging relevant to this matter and he was operating in his official capacity as an employee, worker, or agent of Defendant Borough of Dumont/Dumont Police Department. He is being sued individually and in his official capacity, having acted under the Color of State Law.

11. Defendant Brian Joyce was, at all times material, a Law Enforcement Officer and was the primary official responsible for the investigation and charging relevant to this matter and he was operating in his official capacity as an employee, worker, or agent of Defendant Borough of Dumont/Dumont Police Department. He is being sued individually and in his official capacity, having acted under the Color of State Law.

12. Defendant James Flaherty was, at all times material, a Law Enforcement Officer and was the primary official responsible for the investigation and charging relevant to this matter and he was operating in his official capacity as an employee, worker, or agent of Defendant

Borough of Dumont/Dumont Police Department. He is being sued individually and in his official capacity, having acted under the Color of State Law.

13. Defendant Borough of Dumont is a Municipality of the State of New Jersey, situated in Bergen County with agents authorized to receive service of process and owns, operates, manages, directs and controls the Dumont Police Department and employs Defendants Quintano, Joyce and Flaherty.

14. Defendant Dumont Police Department is a Department of the Borough of Dumont which granted to the Defendants, Quintano, Joyce and Flaherty, the legal authority and official responsibility for the investigation relevant to this matter.

15. Defendants John Does 1-10 are individuals, currently un-identified, associated with, doing business as, employed by, servants of, or work persons of the Defendants who are also responsible of the Civil Rights Violation of the Plaintiffs and therefore have liability and responsibility hereunder.

16. Defendants ABC Corp. 1-10 are entities currently un-identified which are also liable and responsible for the Civil Rights Violation which were perpetrated on the Plaintiffs.

FACTUAL ALLEGATIONS

17. The Persad family was originally from the island of Trinidad (part of the nation of Trinidad and Tobago) who immigrated to the United States in 1989. In 1990, they settled in the Borough of Dumont, working hard to build a life for themselves and establishing their presence in the community. The Persad children attended the local schools and participated in the normal activities of the children of their age, including running track and cross country for Dumont High School.

18. In the early morning hours of June 23, 2012, Plaintiff Chonan Persad was a passenger in a vehicle being operated by his brother, Rovie Persad approaching their home located at 154 Niagara Street in Dumont, New Jersey following an evening of socializing with their friends.

19. As their vehicle pulled into the driveway, Defendant Dumont Police Officer Steve Quintano activated his emergency lights and sirens to effectuate a motor vehicle stop of the Persad's vehicle; stepped out of his vehicle; then approached Plaintiff's vehicle - which at this point was already parked in the driveway of their home.

20. Defendant Quintano alleged that Rovie Persad had committed a motor vehicle violation; then accused him of driving under the influence; and began to administer field sobriety tests. At this point, a second police officer arrived while Plaintiff Chonan Persad as well as the other two (2) passengers in the vehicle remained in the vehicle.

21. Defendant Quintano, in an apparent effort to harass the Persads and their passengers, kept asking Rovie Persad to repeat the same field sobriety tests, which he passed.

22. Tired of the harassment, Rovie Persad started walking towards his house to speak to his father, when Officer Quintano ran at him and aggressively put him in a head lock.

23. At this point, a second police officer ran towards them, later identified as Officer Joyce, and attacked Rovie Persad by choking him.

24. Plaintiff Chonan Persad stepped out of the vehicle and started taking photographs.

25. Defendant Quintano tripped over an object while on the porch during the assault of Rovie Persad and fell into a window.

26. Officer Quintano then turned his attention to Plaintiff Chonan Persad when he saw him taking pictures of Officer Joyce choking Rovie Persad, placing him in handcuffs and claiming that he assaulted a police officer.

27. A third officer, James Flaherty, a Sergeant in the Dumont Police Department, arrived on the scene; failed to stop the unconstitutional acts of Quintano and Joyce; and then joined in their assault on Plaintiffs.

28. Plaintiffs Bindhyana S. Persad, Rovic Persad and Anjanie Persad who were inside the house when this incident occurred, attempted to exit the front door onto the porch but were warned by members of the Dumont Police Department to stay inside.

29. Officer Quintano began screaming at Bindhyana Persad and Angie Persad for them to close the door and eventually pepper sprayed Angie Persad while she was inside the house.

30. Officer Flaherty then joined in and grabbed Rovic Persad's arm inside the house while accusing him of aggravated assault.

31. While Chonan Persad and Rovic Persad were placed in handcuffs, Officer Joyce then pepper sprayed Rovic Persad before putting him into the vehicle.

32. Despite the fact that the officers arrested only two individuals at the scene and there were only four (4) persons, total, in the subject vehicle, the Dumont Police labeled this incident a "riot," summoned approximately 15 to 20 police officers, including officers from neighboring towns; and clearly escalated an incident which had been a minor one, into a major event.

33. After a short while, the situation subsided and Rovie Persad and Plaintiff Chonan Persad were placed under arrest; taken to the Dumont Police Department to be processed; then to the Bergen County Jail, where they were held for approximately twelve (12) hours.

34. Plaintiff Chonan Persad was charged with aggravated assault on a police officer (a third degree crime); preventing a law enforcement officer from effecting an arrest by using or threatening to use force or violence (fourth degree crime); and obstruction of the administration of law by force (fourth degree crime); and obstruction of the administration of law by force (fourth degree crime).

35. The officers were clearly the aggressors in this situation, initiating physical contact with the Persads, including the use of a flashlight as a weapon and pepper-spray. The Plaintiffs, at no point, violated any laws during this incident.

36. The incident report authored by the arresting police officers, however, was full of false statements, in an effort to paint the situation as badly as possible against the Plaintiffs.

37. Incredibly, despite the fact that the incident was already over and all actors were in the presence of the police officers on that evening, five (5) days later Defendant Joyce of the Dumont Police Department decided to file charges of obstruction of justice, an indictable offense, against Plaintiffs Bindhyana Persad, the father of Chonan and Rovie; and Anjanie Persad, the mother; and brother, Rovin Persad.

38. Upon learning of the charges against them, Bindhyana, Anjanie and Rovin Persad reported to the Dumont Police Department where they were formally arrested, processed, fingerprinted and issued SBI numbers so that they now have arrest records.

39. It was clear that the officers had no basis to arrest Bindhyana, Anjanie, and Rovin and Chonan Persad but did so, apparently, to justify the escalation of violence that occurred on the evening of the incident.

40. Defendants Quintano and Joyce acted with malice in filing the false charges against all the Plaintiffs, knowing the charges to have no basis in law or fact.

41. Despite the lack of probable cause for the above charges, Defendants continued the prosecution of the Plaintiff with a formal complaint and initiation of court proceedings.

42. All charges against all four (4) Plaintiffs were eventually dismissed on motion of the Office of the Bergen County Prosecutor.

43. Rovie Persad, who the police alleged to have violently assaulted a police officer, ended up pleading guilty to a greatly reduced charge of a disorderly person offense only. The counts of aggravated assault were dismissed.

44. The dismissal of the charges constitutes a favorable disposition of the criminal prosecution in favor of the Plaintiffs.

45. In addition, the Dumont Police Department negligently trains, supervises and condones the unconstitutional behavior of its employees, including Officers Quintano, Joyce and Flaherty and allows them to act with a sense of impunity.

46. The Dumont Police Department has a history of racist conduct, including the targeting of minorities such as the Plaintiffs, for a disparate amount of motor vehicle stops.

47. The Plaintiffs have lived in the Borough of Dumont for over 22 years, have established their roots there and have a long history of friendship with their neighbors and colleagues.

48. As a direct and proximate result of the Defendants' actions, the Plaintiffs sustained significant damages, which include: loss of freedom and liberty while being held in custody; physical injuries due to the use of excessive force, including the unjustified use of pepper-spray; mental, psychological and emotional stress due to the false charges and the prosecution; shame and humiliation of their neighbors becoming aware of their arrest; economic loss due to legal fees and lost wages; creation of a criminal arrest record; etc.

49. The actions of Defendants deprived Plaintiff of his rights, inter alia, guaranteed under the Fourth and Fourteenth Amendments of the United States Constitution; 42 U.S.C. §§ 1983, 1985 and 1988; the New Jersey Civil Rights Act (N.J.S.A. 10:6-1 et seq.); and Article 1, Paragraphs 5 and 7 of the New Jersey Constitution.

**FIRST CAUSE OF ACTION – FEDERAL CIVIL RIGHTS VIOLATIONS VS.
INDIVIDUAL DEFENDANTS FOR ARREST WITHOUT PROBABLE CAUSE
MALICIOUS PROSECUTION AND EXCESSIVE USE OF FORCE**

50. The above paragraphs are incorporated by reference as if fully set forth at length herein and below.

51. At the time of the investigation, arrest, charges and prosecution, Plaintiffs had not committed any infraction to legally justify the charges made against them nor did there exist sufficient facts for a finding of probable cause.

52. Defendants continued prosecution of the Plaintiffs, made without probable cause, was done with malice in violation of their civil rights.

53. In addition, the officers' unjustified use of pepper-spray on the Plaintiffs constituted an excessive use of force.

54. Defendants' actions stated above, *inter alia*, were committed under the color of state law and were violations of Plaintiffs' clearly established and well settled Constitutional and other legal rights.

55. Specifically, Defendants' actions violated the Fourth and Fourteenth Amendments to the United States Constitution.

56. As a result, Plaintiffs suffered and continue to suffer harm, including financial (wage loss, attorneys fees, and loss of earning capacity) and emotional distress, *inter alia*, in violation of their rights under the laws and Constitution of the United States of America, in particular the Fourth and Fourteenth Amendments thereto, and Title 42 U.S.C. §§ 1983, 1985 and 1988 *et seq.*, and their corollary under the New Jersey Constitution.

SECOND CAUSE OF ACTION – MONELL LIABILITY VS. GOVERNMENT
DEFENDANTS

57. The above paragraphs are incorporated by reference as if fully set forth at length herein and below.

58. Prior to the events described herein, Defendants Borough of Dumont and the Dumont Police Department developed and maintained policies, practices and customs exhibiting deliberate indifference to the Constitutional right of persons within its geographic and jurisdictional limits which caused violations of Plaintiffs' constitutional and other rights.

59. Specifically, Defendants failed to adequately and properly supervise and train its officers in various aspects of law enforcement, criminal prosecution procedure and substance, including, but not limited to, the nature and existence of probable cause, use of force, search and seizure, evaluation of character, and the laws of the United States, State of New Jersey, and otherwise.

60. In addition, Defendants tolerated and condoned the violation of the civil rights of its citizens by its police officers by failing to properly investigate and discipline its officers with respect to citizen complaints and, thereby, created an atmosphere whereby civil rights violations frequently occurred.

61. The above described acts or omissions by Defendants, demonstrated a deliberate indifference to the rights of persons, such as the Plaintiffs, and were the cause of the violations of Plaintiffs' rights as set forth herein.

THIRD CAUSE OF ACTION - CONSPIRACY

62. The above paragraphs are incorporated by reference as if fully set forth at length herein and below.

63. The Civil Rights Act of 1866, as amended, 42 U.S.C. §§ 1985-1986, prohibits conspiracies to interfere with civil rights.

64. Defendants violated 42 U.S.C. § 1985 in that they conspired for the purpose of impeding, hindering, obstructing and defeating the due course of justice with the intent to deny Plaintiffs the protection of the laws and to injure them.

65. Defendants have each done and have caused to be done acts in furtherance of this conspiracy whereby Plaintiffs have been injured and have been deprived of their rights and privileges under the United States Constitution.

66. Defendants had actual knowledge of the conspiracies to deprive Plaintiffs of their rights, and had the power and opportunity to prevent the violations from occurring and continuing and failed to do so.

67. As a direct and proximate result of the above, Defendants caused Plaintiffs to suffer significant indignities, financial and other damages and deprived Plaintiffs of their rights and privileges under the United States Constitution.

FOURTH CAUSE OF ACTION – VIOLATION OF NEW JERSEY’S CIVIL RIGHTS ACT AND ARTICLE I, PAR. 5 & 7 OF NEW JERSEY’S CONSTITUTION

68. The above paragraphs above are incorporated by reference as if fully set forth at length herein and below.

69. The New Jersey Civil Rights Act, pursuant to N.J.S.A. 10:6-1 et seq., protects against the deprivation of any substantive due process or equal protection rights, privileges or immunities secured by the Constitution or laws of the United States, or any substantive rights, privileges or immunities secured by the Constitution or laws of the State of New Jersey.

70. At the time of the investigation, arrest, charges and prosecution, Plaintiffs had not committed any infractions to legally justify the incarceration and charges.

71. Defendants’ actions stated above, *inter alia*, were committed under the color of state law and were violations of Plaintiffs’ clearly established and well settled Constitutional and other legal rights.

72. Defendants caused Plaintiffs to suffer a false arrest, excessive use of force, malicious prosecution, and wrongful imprisonment and selective enforcement by their wrongful conduct in failing to investigate the incident fully, all in violation of the New Jersey Civil Rights Act, N.J.S.A. 10:6-1, et seq. and Article I, Pars. 5 and 7 of the New Jersey Constitution.

73. As a result, Plaintiffs suffered and continue to suffer harm, including financial (wage loss, attorneys fees, and loss of earning capacity) and emotional distress, *inter alia*.

FIFTH CAUSE OF ACTION - VIOLATION OF THE NEW JERSEY LAW AGAINST DISCRIMINATION

74. The above paragraphs above are incorporated by reference as if fully set forth at length herein and below.

75. The Borough of Dumont and the Dumont Police Department constitute a place of public accommodation pursuant to the New Jersey Law against Discrimination.

76. The New Jersey Law against Discrimination prohibits unlawful discrimination by any agent or employee of a place of public accommodation to any person with respect to accommodations, advantages, facilities or privileges thereof on account of a person's race or national origin.

77. By arresting and assaulting the Plaintiffs without any basis for probable cause and due solely to their race or national origin, Defendants violated the Law against Discrimination.

78. Moreover, Defendants Borough of Dumont and the Dumont Police Department are vicariously liable for the actions of its employees pursuant to the theory of respondeat superior.

79. Defendants Borough of Dumont and the Dumont Police Department are also liable to the Plaintiffs based on their negligent hiring, training and supervision of Defendants Quintano, Joyce and Flaherty.

SIXTH CAUSE OF ACTION - PUNITIVE DAMAGES

80. The above paragraphs above are incorporated by reference as if fully set forth at length herein and below.

81. The actions of Defendants as well as the currently unidentified John Doe Defendants in illegally and unjustifiably arresting and prosecuting Plaintiffs and discriminating

against them based on their race or national origin amounts to malicious, willful and wanton conduct sufficient to justify an award of punitive damages pursuant to N.J.S.A. 2A:15-5.9, et seq. (the Punitive Damages Act).

82. Defendants were fully aware that their conduct would result in serious harm to the Plaintiffs.

83. An award of punitive damages in this matter is reasonable and justified based on the purpose of punitive damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request judgment against the Defendants as follows:

- (a) Compensatory and consequential damages in an amount to be determined at trial;
- (b) Punitive damages on all claims allowed by law, in an amount to be determined at trial;
- (c) Attorney's fees and costs associated with this action, pursuant to 42 U.S.C. § 1988 and the N.J.L.A.D.
- (d) Any further relief as this Court deems just and proper and any other relief as allowed by law.

RESPECTFULLY SUBMITTED,

BY: s/DIEGO F. NAVAS
Diego F. Navas, Esq.

Dated: May 7, 2013

JURY DEMAND

Defendant demands a Jury Trial on all issues raised in this Complaint.

BY: s/DIEGO F. NAVAS
Diego F. Navas, Esq.

Dated: May 7, 2013

SETTLEMENT AND RELEASE AGREEMENT

This Settlement, Waiver and Release Agreement (the "**Agreement**") is made as of February 10, 2016, (the "**Effective Date**"), by and between Chonan Persad, Rovin Persad, Bindhyana Persad and Anjanie Persad, (hereinafter "**Plaintiffs**") and Borough of Dumont, Dumont Police Department, Steven Quintano, Brian Joyce and James Flaherty (hereinafter "**the Defendants**"). In consideration of the covenants, promises and undertakings set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Plaintiffs hereby agree as follows:

1. **Denial of Liability.** This Agreement, and the settlement it represents, is entered into by the Defendants solely for the purpose of avoiding possible future expenses, burdens or distractions of litigation, and in no way constitutes an admission by the Defendants of any liability of any kind to Plaintiffs or any wrongdoing in connection with or in any way related to the incident(s) alleged in the lawsuit entitled Persad v. Dumont, Case No.: 2:13-cv-02944-SRC-CLW or in connection with any other incident or event occurring prior to the execution of this Agreement specifically including the events, incidents and claims alleged in Persad v. Dumont, Case No.: 2:13-cv-02944-SRC-CLW. The Defendants specifically deny any and all liability in connection with any claims, causes of action or demands of Plaintiffs which have been made or could have been made, or maintained or filed in any jurisdiction by Plaintiffs against the Defendants, including but not limited to, any violation of law, (whether statutory or common law), negligence, rule or regulation and the Defendants deny that any violation of any such law, negligence, rule or regulation has ever occurred. The terms of this Agreement are limited to this Agreement and shall not be used for any other purpose.

2. **Settlement Payment and HIB Removal.** In furtherance of the negotiated settlement and release of all claims including any and all claims for attorneys fees or other litigation costs via any Federal or State statute or constitutional provision or available at common law the Defendants will: (1) pay to Plaintiffs the sum of One Hundred Forty Thousand (\$140,000) which includes Plaintiffs attorneys fees and costs; and (2) following receipt of a fully executed, notarized copy of this Agreement and entry of an Order Approving Settlement and confirmation of the settlement by the Bergen County Joint Insurance Fund at the next meeting date after entry of the Order and upon either a return of all confidential materials or a certification from counsel that all such confidential materials have been destroyed pursuant to the Joint Discovery Confidentiality Order, including but not limited to each police officers' personnel files, medical files, internal affairs investigations or files and such other information as set forth in agreement, said payment and action constituting full and final satisfaction of any claims, causes of action or demands of Plaintiffs which have been made or could have been made, or which are the subject matter of, arise from, or are in any way connected with, directly or indirectly, or related in any way to Persad v. Dumont, Case No.: 2:13-cv-02944-SRC-CLW, against the Defendants, including but not limited to, any violation of law (whether statutory or common law), negligence, rule or regulation.

3. **Compensation.** Within thirty (30) days of receipt of a fully executed, notarized copy of this Agreement, and receipt of a completed W-9 form for Law Offices of Diego Navas, Esq. or thirty (30) days from receipt of an executed Order Approving Settlement and Directing the Deposit of Funds, whichever date is later, the insurance carrier(s) providing coverage to the Defendants shall in compliance with the Order Approving Settlement and Directing Deposit of Funds issue settlement checks totaling One Hundred and Forty Thousand Dollars (\$140,000.00) in full and final satisfaction of all claims, causes of action or demands of Plaintiffs including all claims for attorneys fees or costs and as consideration for Plaintiff's agreement not to disparage the Defendants and to keep this Agreement confidential.

4. **Release by Plaintiffs.** In consideration of the Settlement Payment made to Plaintiffs by the Defendants hereunder, Plaintiffs, their consultants, agents, heirs, trustees, estates, administrators, representatives, executives, attorneys, beneficiaries (past, present or future), principals, predecessors, successors, assigns and creditors knowingly, irrevocably and unconditionally release, renounce, remise, acquit and forever discharge the Defendants, its respective elected officials, officers, directors, employees, consultants, agents, affiliates, administrators, representatives, executives, attorneys, insurance carriers, insurance administrators, beneficiaries (past, present or future), departments, divisions, predecessors, successors and assigns, from any and all claims, demands, actions, rights, interests, costs, liabilities and expenses, including attorney's fees, (said payment being part of and specifically incorporated into this Agreement and representing full and final payment of all claims for attorney's fees), and causes of action of every kind and nature whatsoever, in law or in equity, in any jurisdiction, whether now known or unknown, that Plaintiffs, or any person acting under them, may now have or claim at any future time to have, based in whole or in part upon any acts or omissions occurring prior to the Effective Date of this Agreement without regard to present actual knowledge of such acts or omissions, including specifically, but not by way of limitation, any claims, causes of action or demands of Plaintiffs which have been made or could have been made, or which are the subject matter of, arise from, or are connected with, directly or indirectly, or related in any way to any lawsuit, administrative law proceeding or arbitration previously brought, (including but not limited to Persad v. Dumont, Case No.: 2:13-cv-02944-SRC-CLW, specifically including but not limited to and any violation of law, (whether constitutional, statutory or common law), negligence, rule or regulation, and including matters which may arise at common law or under any State, Federal or local law.

5. **Satisfaction of Liens and Indemnification.** Plaintiffs understand and agree that all outstanding medical bills, counseling bills and liens, specifically including but not limited to Medicare and Medicaid liens, and child support liens and tax liens, to the extent required to be paid by law, shall be paid/satisfied by Plaintiffs out of the proceeds of this settlement. Plaintiffs agree to indemnify the Defendants and its insurer for any amount which they can be deemed to pay as a result of Plaintiffs' non-compliance with the obligation assumed herein.

6. **Authority.** Plaintiffs warrant that: (i) they have full authority to execute this Agreement; (ii) execution of this Agreement does not require the consent of any third party; (iii) all

matters which are released in this Agreement have not been assigned, transferred or disposed of in fact, by operation of law or in any other manner.

7. **Covenant of Non-Disparagement.** Plaintiffs covenant never to disparage or speak ill of the Defendants, its affiliates, subsidiaries, officers, directors, employees or elected officials in regard to the subject litigation and the settlement of the litigated claims and to abide by the continuing force of the Discovery Confidentiality Order.

8. **Confidentiality.** Plaintiffs Chonan Persad, Rovin Persad, Bindhyana Persad and Anjanie Persad covenant not to divulge, disclose, or make available in any manner, or to any person or entity, other than their present legal counsel or financial advisor, the terms of this Agreement and settlement, except to the extent necessary for the payment of Federal and State income taxes, if any, or when compelled by law or required by law or as necessary to enforce rights under this Agreement. Plaintiffs further covenant and agree to instruct and command their attorneys not to divulge, disclose, use or make available in any manner to any other attorney not associated with Plaintiffs' present attorney's firm any document or information obtained, derived or learned directly or indirectly during preparation for and during the course of the present law suit.

9. **General.**

(a) **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of Plaintiffs and the Defendants and their respective heirs, representatives, successors and assigns.

(b) **Signatures.** By their signatures below, Plaintiffs represent that they have read this Agreement in full, have voluntarily entered into this Agreement upon advice of legal counsel, or with the full opportunity to consult legal counsel, agree that it is in their best interests to enter into this Agreement, and acknowledge their belief that this Agreement represents a fair and reasonable settlement.

(c) **Complete Understanding.** This Agreement constitutes the complete understanding between Plaintiffs and the Defendants. All prior and contemporaneous conversations, negotiations, promises, possible and alleged agreements, representations, covenants and warranties covering the subject matter hereof are merged herein. No separate or additional oral agreements in any way related to the subject matter hereof shall be permitted. No alteration or modification of any provision of this Agreement shall be valid unless made in writing and signed by both Plaintiffs and the Defendants.

(d) **No Other Claims.** Plaintiffs represent and warrant that, no civil charge, grievance or complaint has been made in any forum, or otherwise has been filed by them or on their behalf against the Defendants.

(e) **Notices.** All notices, requests and demands related to this Agreement to or upon the respective parties hereto shall be in writing and may be served by personal delivery or certified mail/return receipt requested and addressed as follows (or to such other address as may be designated in writing by the respective parties hereto):

To: The Defendants c/o
Ian C. Doris, Esq.
Keenan & Doris, LLC
71 Union Avenue, Suite 105
Rutherford, NJ 07070

To: Plaintiffs c/o

Diego F. Navas, Esq.
481 Bloomfield Avenue
Newark, New Jersey 07104

(f) **Severability.** If, at any time after the Effective Date of this Agreement, any provision of this Agreement shall be held by any court or tribunal of competent jurisdiction to be illegal, void, or unenforceable, such provision shall be of no force and effect. The illegality or unenforceability of such provision, however, shall have no effect upon, and shall not impair the enforceability of, any other provision of this Agreement.

(g) **Governing Law.** This Agreement shall be governed by the laws of the State of New Jersey, (without regard for the conflicts of laws principals thereof). The parties hereto irrevocably consent to the exclusive jurisdiction of a competent court in the State of Jersey, for all matters arising under this Agreement.

PLAINTIFFS acknowledge that they have consulted with their attorney, have read and fully understand the terms of this Settlement Agreement and Release and have voluntarily and freely executed this agreement acknowledging their acceptance of its terms this 27th day of February, 2016.



Chonan Persad



Rovin Persad

Bindhyana Persad

Bindhyana Persad

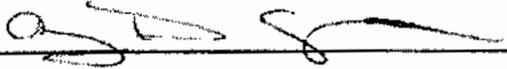
Anjanie Persad

Anjanie Persad

Witness:

On this 27th day of February, 2016, Chonan Persad, Rovin Persad, Bindhyana Persad and Anjanie Persad personally appeared before me, acknowledged that they understood its terms and executed this Settlement Agreement and Release.

Name:



Title:

AURY CUMPA
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Sept. 23, 2018