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Attorney for Plaintiff

UNITED STATES DISTRICT COURT  
FOR  
THE DISTRICT OF NEW JERSEY

x

MATEEK U. PUGH,  
  
Plaintiff,  
  
vs

Civil Action No.:

Hon.

COMPLAINT AND JURY DEMAND

TOWNSHIP OF FREEHOLD  
TOWNSHIP OF FREEHOLD  
POLICE DEPARTMENT  
JACK MANDALA, individually  
and in his official capacity as Agent  
for the Township of Freehold Police  
Department;  
JOHN DOES 1-10, names being  
fictitious, non-supervisory police  
officers and supervisory police  
officers, individually and in their  
official capacity as Agents for the  
Township of Freehold Police  
Department;

Defendants.

x

Plaintiff, Mateek U. Pugh, who resides at 503 Janet Road, Township of Neptune, County of Monmouth, State of New Jersey, by way of Complaint against defendants says:

JURISDICTION AND VENUE

1. Jurisdiction of this court arises under 42 U.S.C. § 1983, actions for violation of civil rights.

2. Venue is proper, because all of the relevant events occurred within Monmouth County, State of New Jersey, which is located within this District.

3. Plaintiff's Federal and State Law claims against the Defendants derive from a common focus of operative fact and are of such character that Plaintiff would ordinarily be expected to try them in one judicial proceeding. Consequently, this court has pendent jurisdiction over Plaintiff's State law claims against the Defendants.

4. The wrongful and illegal acts and conduct of defendants Jack Mandala and John Does 1-10, names being fictitious, as here alleged, was done under the color of state law and deprived plaintiff of his constitutional rights guaranteed by the fourth and fourteenth amendments of the Constitution of the United States, and 42 U.S.C., Sect. 1983 and it culminated in a malicious prosecution of plaintiff. Thus, the plaintiff seeks damages and, to the extent possible, injunctive and declaratory relief.

#### PARTIES

5. Plaintiff Mateek U. Pugh is a natural person and a resident of the Township of Neptune, within Monmouth County, State of New Jersey.

6. Defendant Township of Freehold (hereinafter referred to as Freehold Township) is, and at all times mentioned in this complaint was, a Municipality organized under the laws of the State of New Jersey, County of Monmouth, State of New Jersey. At all times mentioned in this complaint, Defendant Freehold Township was legally responsible for the actions and inaction of the named individual defendants, Township of Freehold Police Department and Jack Mandala and John Does 1-10. Defendant Freehold Township is a "state actor" for the purposes of 42 USCA § 1983.

7. Defendant Township of Freehold Police Department (hereinafter referred to as Freehold Township Police Department) is and at all times mentioned in this complaint was, a Police Department within and operated by Defendant Freehold Township. At all times mentioned in this complaint, Defendant Freehold Township Police Department governed the affairs of the police officers of Freehold Township, pursuant to New Jersey State Law and was legally responsible for hiring, training and supervising the named individual defendants Jack Mandala and John Does 1-10, during the event described in this complaint. Defendant Freehold Township Police Department is a "state actor" for the purposes of 42 USCA § 1983.

8. At all times mentioned in this complaint, Defendant Jack Mandala was employed as a police officer by Defendants Freehold Township and Freehold Township Police Department. As a police officer, he is, and at all times mentioned in this complaint was, responsible for implementing the policies set down by Defendant Freehold Township Police Department and enforcing the laws of the State of New Jersey and the United States of America. He is sued individually and in his official capacity as the agent for and on behalf of the Defendants Freehold

Township and Freehold Township Police Department, and during the events described in this complaint was acting in the scope and course of his employment as a police officer. Defendant Jack Mandala is a "state actor" for the purposes of 42 USCA § 1983.

9. At all times mentioned in this complaint, Defendants John Does 1-10, names being fictitious, were employed by Defendants Freehold Township and Freehold Township Police Department, as police officers at the Freehold Township Police Department. They are sued individually and in their official capacities as agents for the Defendants Freehold Township and Freehold Township Police Department. In their official capacities as the agents for and on behalf of the Defendants Freehold Township and Freehold Township Police Department, they are, and at all times mentioned in this complaint were either defendant Jack Mandala's non-supervisory co-officers or his superiors and were acting in the scope and course of their employment as police officers. Defendants John Does 1-10 are "state actors" for the purposes of 42 USCA § 1983.

#### FACTS

9. On June 12, 2012 at approximately 9pm, in the rain, while crossing in the cross walk on Robertsville Road, at the intersection of Robertsville Road and East Freehold Road, Freehold Township, New Jersey, Mr. Pugh, an African-American, had his right arm struck by the driver side-view mirror of a red truck driven by Brian R. Graga, a Caucasian, who admitted to not seeing Mr. Pugh, as he drove through the intersection, heading south on Robertsville Road.

10. At the behest of Plaintiff, Brian Graga called 911 and notified the 911 operator that he had struck a pedestrian at the intersection of Robertsville Road and East Freehold Road, Freehold Township, N.J.

11. The 911 operator dispatched defendant Mandala to the intersection of Robertsville Road and East Freehold Road, Freehold Township, N.J., to investigate the report of a motorist hitting a pedestrian with his vehicle.

12. At approximately 9:07 p.m., Defendant Mandala and Freehold Township police officer, William Gallo arrived at the accident scene, the intersection of Robertsville Road and East Freehold Road, Freehold Township, N.J., to investigate the report of a motorist hitting a pedestrian with his vehicle.

13. Sergeant Raymond Piccolini, who is Caucasian and the superior of Defendant Mandala and Officer Gallo, arrived on the scene shortly after Defendant Mandala's and Officer Gallo's arrival.

14. On the date of the motor vehicle accident, June 12, 2012, Brian Graga was in a dating relationship with Sergeant Piccolini's daughter and had called her to ask her father to come to the accident scene.

15. When Defendant Mandala's and officers Gallo and Sergeant Piccolini's arrived on

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the accident scene, they observed that Mr. Pugh was a stranger to them, an young African American male, slim build, 5'7", 140 lbs, black complexion, bearded, standing alone--next to a red truck driven by Mr. Graga, wearing jeans and a black jacket, not making any sounds, not attempting to evade arrest by flight or committing any unlawful act or engaging in any conduct that posed an immediate threat to the safety of the officers or others.

16. Mr. Graga's red truck was parked on the shoulder of the southbound lane of Robertsville Road, a short distance from the intersection of Robertsville Road and East Freehold Road.

17. At the moment Officer Mandala observed Mr. Pugh, he had no articulable and reasonable or well-grounded suspicion that Mr. Pugh had committed or was committing or would be committing an offense or that he had a weapon on him or had a history of violent or dangerous behavior or intended to arrest him.

18. When he saw Mr. Pugh, Officer Mandala racially profiled and targeted him, transforming him from a pedestrian struck by a motor vehicle into a stereotypical angry, intoxicated, black male suspect.

19. Officer Mandala used Mr. Pugh's skin color and race as evidence of criminality rather than relying on sufficient information to form an articulable and reasonable or well-grounded suspicion to arrest Mr. Pugh for committing an offense.

18. Within moments of approaching, confronting and asking Mr. Pugh, "do you understand who I am," and telling Mr. Pugh: "I have been looking for you;" Officer Mandala grabbed Mr. Pugh's injured right arm, placed a compliance hold on him, forced him onto the hood of the patrol vehicle and with the assistance of Officer Gallo an Sergeant Piccolini, handcuffed Mr. Pugh's arms behind his back.

19. After handcuffing Mr. Pugh, Officer Mandala searched him and found a television remote control device in his jacket pocket. Officer Mandala accused him of committing burglaries in the area and asked the other officers present if they had any burglary reports that evening.

20. Officer Mandala falsely arrested Mr. Pugh and placed him in Officer Mandala's patrol vehicle.

21. Before and after Mr. Pugh was placed in Officer Mandala's patrol vehicle, Mr. Pugh complained that he was injured to Officer Mandala.

22. While Mr. Pugh was in the patrol vehicle, Officer Mandala went over to Brian Graga and told Brian Graga that he did not drive into Mr. Pugh and strike him with his driver side mirror. He told Brian Graga that Mr. Pugh had run over to his truck and intentionally struck the driver side mirror "with his hand/arm or with the remote control he had in his possession.

23. After going over to Mr. Graga and concocting the fabricated story that Mr. Pugh had struck Mr. Graga's driver side mirror "with his hand/arm or with the remote control he had in his possession, Officer Mandala returned to his patrol vehicle.

24. Officer Mandala knew that Mr. Pugh had complained of being hurt from the motor vehicle accident. Instead of getting medical attention for Mr. Pugh's injuries, Officer Mandala denied him medical treatment by cancelling the ambulance that had been sent by the 911 dispatcher.

25. Officer Mandala left the accident scene at 9:15 p.m., which was 8 minutes after he had arrived and transported Mr. Pugh to Freehold Township Police Department.

26. Upon arrival at Freehold Township police headquarters and after determining that Mr. Pugh was not intoxicated or under the influence of any drugs, Officer Mandala prepared a false incident report wherein he alleged among other things that Mr. Pugh became violent suddenly and unexpectedly and struck him with his right elbow in the chest and earlier had hit Mr. Graga's mirror "with his hand/arm or with the remote control he had in his possession."

27. Based on the information that he alleged in his false incident report, in Freehold Township Municipal Court Complaint W 2012 450, Officer Mandala charged Mr. Pugh in count 1 with disorderly persons Criminal Mischief, contrary to N.J.S.A. 2C: 17-3A(1) and in count 2 with disorderly persons Resisting Arrest, contrary to N.J.S.A. 2C: 29-2A(1). In Freehold Township Municipal Court Complaint W 2012 451, Officer Mandala charged Mr. Pugh in count 1 with 4<sup>th</sup> °Aggravated Assault on a police officer, contrary to N.J.S.A. 2C: 12-1B(5)(A).

28. Bail was set at \$3,500.00 and Mr. Pugh was incarcerated in the Monmouth County Correctional Institute until he posted bail.

29. After Mr. Pugh was released from the Monmouth County Jail, he went to Jersey Shore Medical Center where he was diagnosed with and treated for an injury to his right arm that was caused by the motor vehicle accident.

30. Defendant Mandala's wrongful and unlawful conduct of racially profiling and targeting Mr. Pugh; grabbing his injured right arm; placing a compliance hold on him; forcing him onto the hood of the patrol vehicle; handcuffing his arms behind his back; placing him into the patrol vehicle; denying him medical treatment for his motor vehicle injuries; falsely arresting him without probable cause; transporting him to police headquarters; filing the false police report against him; intimidating him by falsely charging him with disorderly person Criminal Mischief, disorderly persons Resisting Arrest, and 4<sup>th</sup> °Aggravated Assault on a police officer; causing bail to be set at \$3,500.00; causing Mr. Pugh to be incarcerated in the Monmouth County Correctional Institute until he posted bail and maliciously prosecuting him to intimidate him further was a proximate cause of plaintiff's injuries, which included, but were not limited to embarrassment, emotional distress, pain, anguish, nervousness and anxiety.

### COUNT ONE

31. The allegations of paragraphs 1 through 30 of this Complaint are re-alleged and incorporated herein by reference.

32. Defendant Mandala's wrongful and unlawful conduct of racially profiling and targeting Mr. Pugh; grabbing his injured right arm; placing a compliance hold on him; forcing him onto the hood of the patrol vehicle; handcuffing his arms behind his back; placing him into the patrol vehicle; denying him medical treatment for his motor vehicle injuries; falsely arresting him without probable cause; transporting him to police headquarters; filing the false police report against him; intimidating him by falsely charging him with disorderly person Criminal Mischief, disorderly persons Resisting Arrest, and 4th °Aggravated Assault on a police officer; causing bail to be set at \$3,500.00; causing Mr. Pugh to be incarcerated in the Monmouth County Correctional Institute until he posted bail and maliciously prosecuting him to intimidate him further were all intentional acts.

33. The wrongful and illegal acts and conduct of defendant Mandala, as here alleged, was done under the color of state law and deprived plaintiff of his constitutional rights guaranteed by the fourth and fourteenth amendments of the Constitution of the United States, and 42 U.S.C., Sect. 1983.

34. As a direct and proximate result of defendant Mandala's wrongful and unlawful conduct detailed above, plaintiff has suffered and continues to suffer injury, pain, emotional distress, anguish, anxiety and nervousness, for which he is entitled to recover general and punitive damages, the exact amount which is not now known but will be established at the time of trial.

### COUNT TWO

35. The allegations of paragraphs 1 through 33 of this Complaint are re-alleged and incorporated herein by reference.

36. At all times mentioned in the complaint, defendants Freehold Township and Freehold Township Police Department were in charge of the hiring, training and supervision of defendant Mandala, in the performance of his duties.

37. On or about the date that defendants Freehold Township and Freehold Township Police Department hired, trained and supervised defendant Mandala and continuing through June 12, 2012, defendants Freehold Township and Freehold Township Police Department knew that Freehold Township police officers, including but not limited to Jack Mandala, would be required to arrest young, Black African American males at some point during their duties and use profiling to accomplish it.

38. The need to train its police officers, including but not limited to Jack Mandala about the constitutional prohibition against using profiling to target law-abiding, young Black men for suspicion of crime based on their race and skin color was obvious.

39. Defendants Freehold Township and Freehold Township Police Department had a custom and or practice of having insufficient or no department rules and procedures and a custom and or practice of providing little or no in service training on the current constitutional standard prohibiting the use of racial profiling to arrest young, Black males.

40. The acts and conduct of Defendants Freehold Township's and Freehold Township Police Department, as here alleged, was done under the color of state law and deprived plaintiff of his constitutional rights guaranteed by the fourth and fourteenth amendments of the Constitution of the United States, and 42 U.S.C., Sect. 1983.

41. As a direct and proximate result of defendants Freehold Township's and Freehold Township Police Department's custom and or practice of having insufficient or no department rules and procedures and a custom and or practice of providing little or no in service training on racial profiling to Freehold Township Police officers, including defendant Mandala and defendants Freehold Township's and Freehold Township Police Department's deliberate indifference to plaintiff's constitutional rights, plaintiff has suffered and continues to suffer injury, pain, emotional distress, anguish, anxiety and nervousness, for which he is entitled to recover general and punitive damages, the exact amount which is not now known but will be established at the time of trial.

### COUNT THREE

42. The allegations of paragraphs 1 through 40 of this Complaint are re-alleged and incorporated herein by reference.

43. At all times mentioned in this complaint, Defendant John Does 1-10, names being fictitious, non-supervisory police officers and supervisory police officers aided and abetted defendant Mandala in his wrongful and unlawful conduct as stated above against plaintiff.

44. At no time, during the wrongful and unlawful conduct of defendant Mandala in racially profiling, falsely arresting, falsely charging, falsely imprisoning and maliciously prosecuting Mr. Pugh and withholding medical treatment from him did defendants John Does 1-10, names being fictitious, non-supervisory police officers and supervisory police officers attempt to prevent this wrongful and unlawful conduct or protect Mr. Pugh from it.

45. When John Does 1-10, names being fictitious, supervisory police officers failed to properly supervise defendant Mandala and prevent or protect plaintiff from the aforementioned wrongful and unlawful conduct and failed to properly supervise defendant John Does 1-10, names being fictitious, non-supervisory police officers and prevent or protect plaintiff from their conduct of aiding and abetting Defendant Mandala in the aforementioned wrongful and unlawful

conduct, they acted with deliberate indifference to the constitutional rights of plaintiff.

46. The acts and conduct of defendants John Does 1-10, names being fictitious, non-supervisory police officers and supervisory police officers, as here alleged, was done under the color of state law and deprived plaintiff of his constitutional rights guaranteed by the forth and fourteenth amendments of the Constitution of the United States, and 42 U.S.C., Sect. 1983.

47. As a direct and proximate result of defendants John Does 1-10, supervisory police officers' failure to properly supervise defendant Mandala and defendants John Does 1-10, names being fictitious, non-supervisory police officers and their deliberate indifference to plaintiff's constitutional rights, plaintiff suffered and continues to suffer injury, pain, emotional distress, anguish, anxiety and nervousness, for which he is entitled to recover general and punitive damages, the exact amount which is not now known but will be established at the time of trial.

WHEREFORE, plaintiff demands judgment against defendant Mandala, defendants Freehold Township and Freehold Township Police Department and defendants John Does 1-10, names being fictitious, non-supervisory police officers and supervisory police officers in the following amounts:

**ACTUAL DAMAGES:**

1. Against defendant Jack Mandala, in the amount of \$1,000, 000 for violations of plaintiff's constitutional rights guaranteed by the forth and fourteenth amendments of the Constitution of the United States
2. Against defendants Freehold Township and Freehold Township Police Department, in the amount of \$1,000,000 for violations of plaintiff's constitutional rights guaranteed by the forth and fourteenth amendments of the Constitution of the United States
3. Against defendants John Does 1-10, names being fictitious, non-supervisory police officers and supervisory police officers, in the amount of \$1,000,000.

**PUNITIVE DAMAGES**

1. Against defendant Jack Mandala, in the amount of \$1,000, 000 for violations of plaintiff's constitutional rights guaranteed by the forth and fourteenth amendments of the Constitution of the United States
2. Against defendants Freehold Township and Freehold Township Police Department, in the amount of \$1,000,000 for violations of plaintiff's constitutional rights guaranteed by the forth and fourteenth amendments of the Constitution of the United States
3. Against defendants John Does 1-10, names being fictitious, non-supervisory police officers and supervisory police officers, in the amount of \$1,000,000.

And for such other and further relief as the court deems just and proper under the circumstances.



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**JURY DEMAND**

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

DANIELS & DAVIS-DANIELS, ESQS.  
Attorneys for Plaintiffs

By: 

KEVIN E. DANIELS, ESQ.

Dated: June 11, 2014

**SETTLEMENT AGREEMENT,  
GENERAL RELEASE AND WAIVER**

**PARTIES**

THIS CONFIDENTIAL SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER (the "Agreement") is made and entered on this \_\_\_\_ day of June, 2016, by and among Plaintiff Mateck U. Pugh (hereinafter "Plaintiff") and the Township of Freehold and the Township of Freehold Police Department (hereafter "Defendants").

**WITNESSETH**

**WHEREAS**, Plaintiff filed a Complaint against Defendants, their officials, agents, employees and servants, individually and in their official capacities, commencing the action in the United States District Court for the District of New Jersey under Civil Case No.: 3:14-cv-03778-FLW-LHG (the "Civil Action"); and

**WHEREAS**, Plaintiff has made various allegations against Defendants and Defendants having denied such allegations; and

**WHEREAS**, the parties have agreed to settle all claims included in the Civil Action, without any admission of liability by Defendants, and desire and intend to memorialize such settlement by entering into and executing this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth herein, the parties agree as follows:

**I. Consideration and Release of Claims**

Within twenty (20) days of the full execution of this Agreement and a Stipulation of Dismissal With Prejudice as to any and all claims against Defendants and any of the past or present officials, employees, agents, servants, or representatives of Defendants, individually and

in their official capacities, jointly and severally, and after the Township of Freehold approves this agreement and the Garden State Municipal Joint Insurance Fund Board of Commissioners approves this agreement, for the sole consideration of Eighty Thousand Dollars (\$80,000.00) (the "Settlement Payment") paid to Plaintiff, the receipt and sufficiency whereof is hereby acknowledged, the undersigned Plaintiff, intending to be legally bound, releases and forever discharges Defendants, Defendants' officials, agents, employees, servants and representatives, individually and in their official capacities, jointly and severally, the Garden State Municipal Joint Insurance Fund ("GSMJIF"), PMA Management Corp. ("PMA"), and any other person, partnership, firm, corporation or other entity charged or chargeable with responsibility or liability and his/her/their/its heirs, executors, administrators, agents, insurers and assigns, and in case of corporations, all of its parents, subsidiaries, and affiliates, and its or their predecessor or successor corporations, and its or their former and current directors, officers, employees, agents, insurers and attorneys (collectively referred to as the "Released Party"), none of whom admit any liability to Plaintiff but all expressly deny any liability, from any and all debts, claims, including any and all claims brought in the Civil Action or that could have been brought in the Civil Action, damages, actions, causes of action or suits and liabilities of any kind or nature whatsoever including any claim for contribution or indemnity and particularly on account of all injuries, known and unknown from the beginning of the world to the day of the date of this Agreement, both to person and property, which have resulted from or may in the future develop from any occurrence or incident which occurred on or about the 12th day of June, 2012, in the Township of Frechold (the "Occurrence").

Plaintiff specifically releases all claims as set forth in the Civil Action, including any claims not pleaded therein or any claims cognizable or allowable pursuant to amendment against

Defendants, including any claims for litigation costs, attorney's fees and punitive damages as may be cognizable or allowable by court rule, rule of law, or by statute.

The payment made hereunder shall be made payable to the Attorney Trust Account of the Law Offices of Daniels & Davis-Daniels, and shall be delivered to Daniels & Davis-Daniels, Esq., 527 Bangs Avenue, Suite 4, Asbury Park, New Jersey 07712, via a recognized overnight courier service. The payment shall be conditioned upon receipt of Federal Tax Form W-9 from said payee to Paul L. LaSalle, Esq., Cleary Jacobbe, Alfieri Jacobs, LLC, 5 Ravine Drive, P.O. Box 533, Matawan, NJ 07747. A 1099 reporting form will be issued to the Law Offices of Daniels & Davis-Daniels for the total proceeds paid hereunder.

## **II. Representations and Warranty as to Medicare Involvement**

Plaintiff hereby understands and acknowledges that the Medicare, Medicaid and SCHIP Extension Act of 2007 (the "Extension Act") 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 agreed to herein, Plaintiff warrants and represents to the Released Party, including Defendants, PMA, GSMJIF, and their attorney(s) the following:

- A. Medicare has made NO CONDITIONAL PAYMENTS for any medical expense or prescription expense on our behalf related to the Occurrence.
- B. I am not, nor have I ever been a Medicare beneficiary.
- C. I am not currently receiving Social Security Disability Benefits.
- D. I have not been denied, nor have I appealed from a denial of Social Security Disability Benefits.

E. I do not expect to be eligible for Medicare benefits within the next 30 months.

F. I am not in End Stage Renal failure.

G. No liens, including but not limited to liens for medical treatment by hospitals, physicians, or medical providers of any kind, have been filed for the treatment of injuries sustained in the Occurrence.

### **III. Other Terms**

**A. Understanding of the Parties.** The Civil Action is being settled without any admission of liability by any party. Plaintiff hereby agrees that he will not seek anything further, including any other payment, including, but not limited to, payment for attorney's fees, punitive damages, statutory liens, liens and/or past, present or future medical bills, from Defendants.

**B. Indemnification.** Plaintiff hereby acknowledges and agrees that he will satisfy from these proceeds any liens associated with the Occurrence and that he is solely responsible and liable for satisfaction of all liens and/or subrogation claims arising out of this Occurrence and that he will defend, indemnify and hold harmless the Released Party should any claim be asserted against the Released Party or their attorneys who are relying upon this representation.

**C. Release Binding on Successors, Heirs, Etc.** This Agreement shall be binding upon Plaintiff and his successors, assigns, heirs, executors, administrators and legal representatives.

**D. Liens.** Plaintiff hereby certifies that no liens exist against the proceeds of this settlement, and that if any liens do exist, they will be paid in full, compromised or satisfied and released by Plaintiff. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, Plaintiff agrees that he will pay that lien in full. This representation is intended to include all liens, including, but not limited to, attorneys' liens,

medical provider liens, Medicare and Medicaid liens, workers' compensation liens, all statutory or common law liens, and judgment liens. Plaintiff agrees to indemnify and hold Defendants, their agents, servants, representatives and employees, the GSJIF and PMA harmless in connection with any claim made by reason of liens against or tax obligations associated with the proceeds of this settlement.

**E. Voluntary Release.** Plaintiff hereby declares that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromised settlement of any and all present and future claims, disputed or otherwise, on account of the injuries and damages claimed in or associated with the Occurrence or incident or acts or actions set forth in the Civil Action, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid Occurrence or incident. Plaintiff further states that the foregoing Agreement has been read carefully and the contents are known and this Agreement is signed as his own free act and deed as the Plaintiff intends to be bound, by its terms and conditions. Plaintiff acknowledges that he has had separate counsel throughout the Civil Action. Plaintiff further acknowledges that he has had the opportunity to consult with counsel with regard to this Agreement. Finally, Plaintiff further hereby acknowledges that he is not relying on Defendants or their professionals in entering into and agreeing to this Agreement.

**F. No Admission.** Plaintiff hereby agrees and acknowledges that Defendants have not admitted to any liability, nor has any party to the lawsuit in question admitted to any wrongdoing, or to any violations of any federal or state laws or statutes or ordinances, regulations or policy or procedures, and it is the intention of the parties to the Agreement to enter into said settlement solely for the purpose of amicably resolving any and all matters in

controversy or in dispute, and to avoid the further expenditure of attorney's fees and other costs that would result from continued and protracted litigation in this matter.

Furthermore, Plaintiff hereby agrees that Plaintiff is solely responsible for the payment of all attorney's fees and costs payable to Plaintiffs own attorneys, and Plaintiff hereby agrees that none of the parties to the Agreement is considered to be a "prevailing party" under either federal law or under state law, such that each party herein, including Plaintiff, hereby waives and releases its claim against every other party for attorney's fees and costs pursuant to any state or federal law or pursuant to the state court rules, and each party to the Agreement hereby agrees to be responsible, upon signing the Agreement, for the payment of its own attorney's fees and expenses.

**G. Confidentiality.** Except as otherwise required by law, the terms of this Agreement are confidential. The facts, amounts, circumstances and documents underlying this Agreement and resolution shall not be admissible in any litigation or proceeding in any forum for any purpose other than to secure enforcement of the terms and conditions of this Agreement. Plaintiff agrees that he shall not disclose to any third party (other than tax advisors, retained counsel and immediate family) any details regarding the settlement of this matter or this Agreement and that any such third party to whom disclosure is permitted shall likewise be bound to non-disclosure. Neither Plaintiff, nor his representatives, shall communicate with the media, members of the media or any other non-party regarding this litigation or the fact that a settlement has been reached. In response to any inquiries by third parties, Plaintiff or his representatives may not state anything more than "the matter has been resolved." Plaintiff represents that he has not violated this provision as of the date of execution of this Agreement.

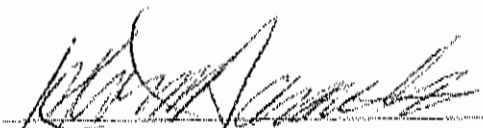
**H. Jurisdiction and Governing of Law.** The United States District Court for the District of New Jersey ("District Court") shall retain exclusive jurisdiction to adjudicate matters arising out of or in connection with this Agreement and the retention of jurisdiction in the District Court to enforce this settlement agreement shall survive the court entering a Dismissal Order in this matter. Plaintiff hereby consents to the jurisdiction of such court and waive any right they may otherwise have to challenge the appropriateness of the forum. This Agreement shall be governed exclusively by and construed exclusively in accordance with the laws of the State of New Jersey.

**I. Entire Agreement.** This Agreement constitutes the entire agreement by and among Plaintiff and Defendants. This Agreement shall not be modified or altered except in writing signed by Plaintiff and Defendants. This Agreement may not be changed orally. This Agreement is the result of a negotiated settlement and may not be construed as having been prepared by Plaintiff or Defendants.

I hereby sign this Agreement in order to agree to the dismissal of claims, with prejudice, and release, waive and discharge provisions as they may apply, as set forth in this Settlement Agreement, General Release and Waiver, it being my intention to release and discharge any and all claims I may have in and to the matters in dispute which are referenced in this Agreement.

By:   
MATEEK U'PUGH

Dated: June 2, 2016

  
Witness

Dated: June 3, 2016

By: \_\_\_\_\_

\_\_\_\_\_