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December 23, 2015

**VIA FACSIMILE & REGULAR MAIL**

Honorable Jerome B. Simandle, Chief Judge  
United States District Court  
for the District of New Jersey  
Mitchell H. Cohen U.S. Courthouse  
1 John F. Gerry Plaza  
Camden, NJ 08101

**Re: Maria Ortiz v. City of Camden, et al.**  
**Docket No. 11-cv-2300 (D.N.J. Camden) (NLH/AMD)**  
**Form of Order Approving Minor's Settlement**

Dear Judge Simandle:

This office represents Defendants, Investigator Peter Longo, and Investigator Thomas DiNunzio, relative to the above-referenced civil matter. In essence, the issue currently before the court is the insistence of Plaintiff's counsel that the net proceeds of the minor's settlement be paid in a lump sum to Ms. Maria Ortiz, to which defense counsel objects as contrary to the best interests of the minor.

Some background. The court conducted a "friendly" hearing on November 18, 2015. At that hearing, Plaintiff consented to dismissal of the wrongful death claim in order to avoid problems related to any allocation between the surviving mother and child, see Wolff v. Mercer Medical Center, 220 N.J.Super. 360 (App.Div. 1987), and to both maximize the benefit to the minor and minimize dissipation of assets due to the minor. (5T15-24 (Court: "the survival act claim goes to the estate and that was the more valuable claim by far"); 5T16-3 to 5 (Connell: "if the moneys were to be distributed via the survivors act claim, there could be less potential for any estate disputes"); 5T17-2 to 8 (Frost: settlement based on only the survivor's act claim "would be the prudent way to go with respect to the estate in this matter. ...[The minor] is the sole beneficiary .. of all funds"))).

However, Plaintiff's counsel did not produce a form of the required order memorializing the terms of the minor's settlement (5T9-20 to 5T10-24; 5T23-14 to 24) or any of the customary certifications, such as the certifications of the guardian and counsel, consistent with New Jersey

Honorable Jerome B. Simandle, Chief Judge

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practice, and acknowledged that they had not before done a minor's settlement. During the hearing, Ms. Ortiz testified under oath in response to questioning by the court that she understood and agreed that the "estate would be administered through the surrogate of Burlington County where you live" (5T27-16 to 17), and that "you have to spend it only for purposes that are permitted". (5T28-4 to 5). As the court noted, the minor is "the party that has to be protected." (5T10-23 to 24). The court then adjourned to allow counsel to draft a mutually satisfactory Order. (5T38-12 to 13).

Counsel then engaged in the following exchange:

- (1) Plaintiff's counsel prepared and forwarded a proposed form of order (Att. 1);
- (2) Defense counsel found that form insufficient, and proposed an alternate form that attempted to more closely recite (a) a detailed rendition of the court's rulings and (b) the pertinent legal requirements (Att. 2);
- (3) Plaintiff's counsel responded with deletions (Att. 3);
- (4) Defense counsel replied with explanations (Att. 4);
- (5) Plaintiff's counsel suggested alternate language (Att. 5) which defense counsel found unacceptable.

During the course of this exchange, both counsel separately conferred with the Burlington County Surrogate's office. Plaintiff's counsel represented that the Assistant Surrogate stated that the money could indeed be paid to Ms. Ortiz in a lump sum. That may be so, but when defense counsel called, the Assistant Surrogate said (when asked) that a lump sum distribution could occur where an intestate estate was involved, but it was not explained to her that this matter involved a minor's settlement, which should be deposited and administered through the Surrogate's office.

As a matter of law, a minor's settlement even in federal court is governed by State law. See Reo v. United States Postal Service et al., 98 F.3d 73, 77 (1996) ("state law governs whether an individual has the legal authority to bind a claimant to an administrative settlement"). Specifically,

the rules governing settlement of minor's claims are embedded in the traditional state-law domain of contract, agency, and family law. Rather than developing a federal common law to govern such questions of authority to settle another's claim, we can instead rely on the well-established rules of the various States.

Ibid. Accord King v. County of Gloucester, 483 F. Supp. 2d 396 (D.N.J. 2007) (relying on New Jersey State Court Rule 1:21-7 in minor's settlement, *i.e.*, calculating award of attorneys' fees), aff'd, 302 Fed. Appx. 92 (3d Cir. 2008); Butterly v. Tamerlane Campground, Inc., 2007 U.S. Dist. LEXIS 45982 (D.N.J. 2007) (same); Estate of McMahon v. Turner Corp., 2007 U.S. Dist. LEXIS 66754 (D.N.J. 2007) (same).

Honorable Jerome B. Simandle, Chief Judge

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The New Jersey State Court Rules provide specific requirements for “judgments for minors and mentally incapacitated persons” N.J.Ct.R. 4:48A. Pursuant to that rule, where the settlement of a minor’s claim is in excess of \$5,000.00, the court “shall direct the proceeds of the judgment ... to be deposited in court pursuant to N.J.S.A. 3B:15-16 and 17. A copy of the order directing deposit of the proceeds shall be furnished by the court to the surrogate upon its entry.” N.J.Ct.R. 4:48A(b). The cited statutes require that the proceeds be invested “for the benefit of the minor”, identifying the specific types of investment vehicles. N.J.S.A. 3B:15-16 & 17. Significantly,

[w]ithdrawal of funds pursuant to this rule shall be sought by notice of motion supported by an affidavit explaining the necessity for the withdrawal of funds and filed in the Superior Court, Chancery Division, Probate Part.

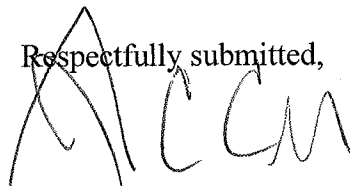
N.J.Ct.R. 4:48A(c) (emphasis added). “The purpose of the rule is not only to guard a minor against an improvident compromise but also to secure the minor against dissipation of the proceeds.” Colfer v. Royal Globe Ins. Co., 214 N.J.Super. 374, 377 (App.Div. 1986) (emphasis added).

So too here. In this case, the interests of the minor are best served not only by court-approval of any resolution but also and especially by a resolution that prevents dissipation. Paying the net proceeds to Ms. Ortiz in a lump sum without any correlative requirement that the money be immediately invested in a specifically designated investment instrument, even if it is only the Surrogate’s Office, fails to do that. While Ms. Ortiz may be bonded (or become bonded), there is no indication, much less evidence, on this record that she is has the ability to prudently invest these proceeds and protect them against dissipation. After all, it is the interests of the minor, and the minor alone, that are at stake here, and which are the exclusive focus of the legal and ethical duties of the court and all counsel. Those duties best serve the minor’s interests by avoiding a lump sum distribution with no conditions or qualifications. Frankly, in some 30 years of practice, defense counsel has never been involved in a minor’s settlement permitting such a distribution; rather, there is always an investment vehicle specified. The circumstances here warrant no less protection to preserve the interests of the minor.

For all of the foregoing reasons, Defendants respectfully request that the court adopt the form of order proposed by the defense (Att. 2).

Thank you for your kind consideration.

Respectfully submitted,



JOHN C. CONNELL

JCC:tg

cc: Ryan Marc Lockman, Esquire (via PACER)

Vincent J. Rizzo, Jr., Esquire (via PACER)

113577433v1

**Att. 1**

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

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MARIA ORTIZ, on behalf of :  
The Estate of JORGE E. RIVERA, and :  
MARIA ORTIZ, an adult, :  
on behalf of J.R., a minor, :  
                    Plaintiffs, :  
                    v. :  
CITY OF CAMDEN, et al. :  
                    Defendants. :

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CIVIL ACTION  
NO. 11-2300

**ORDER**

A settlement having been agreed to by all parties, and a “friendly” hearing having occurred on November 18, 2015, and for good cause shown, it is this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, it is hereby ordered as follows:

1. Plaintiff dismisses the wrongful death claim on behalf of J.R., a minor.
2. The settlement is on the survivor act claims on behalf of the estate only.
3. Settlement was reached as a product of ongoing negotiations by counsel.
4. The settlement is in the gross amount of \$180,000, which is to be deposited into Plaintiff’s counsel’s New Jersey trust account as set forth below.
5. The disbursement of attorney’s costs and expenses in the amount of \$12,901.14 is approved.
6. The remaining monies, in the amount of \$167,098.86, will be distributed as follows.
7. \$83,549.43 is to be provided to the estate, only upon issuance of the requisite approval by the Surrogate of Burlington County.
8. Once that occurs, Plaintiff’s counsel can disburse the \$83,549.43 to the estate.
9. Moreover, at that time, Plaintiff’s counsel can also disburse the remaining \$83,549.43 in fees.

10. Payment to Ortiz is contingent on satisfying the requirements of the Surrogate's Office of Burlington County, as set forth above.
11. The Court finds that the settlement and distribution of fees are fair, that the settlement was a product of 4 years of litigation, and that this case was difficult to prove. As set forth on the record at the settlement hearing on November 18, 2015, counsel filed and responded to various discovery motions, responded to multiple dispositive motions, and engaged in significant, lengthy discovery.
12. The Court finds that Maria Ortiz understands and voluntarily accepts the terms of the settlement and distribution, and that she dismisses J.R.'s wrongful death claim.
13. The Court finds that there existed no great economic relationship between Jorge Rivera and his son, J.R..
14. The Court finds that Maria Ortiz indicated that she was satisfied with the work of her attorneys, Mark Frost and Ryan Lockman of Mark B. Frost & Associates.
15. Neither Maria Ortiz, the Estate of Jorge Rivera, or J.R. may seek any additional monies from the defendants for anything arising out of the facts giving rise to the instant action.
16. The Court finds that Maria Ortiz is a suitable person to protect the assets of the estate, which will benefit the estate.
17. The dismissal of the claims against JR is hereby approved. The settlement is hereby approved on behalf of all parties.

\_\_\_\_\_ J.

**Att. 2**





motions, responded to multiple dispositive motions, and engaged in significant, lengthy discovery, and that the fees hereby requested and approved are a significant compromise of actual fees incurred; and

2. Plaintiff voluntarily dismisses the wrongful death claim on behalf of J.R., a minor; and
3. The parties engaged in extensive negotiations and, after weighing all the evidence, ultimately arrived at a settlement of \$180,000.00, which is to be deposited temporarily into Plaintiff's counsel's New Jersey trust account, until final disbursement as set forth below; and
4. The distribution of settlement proceeds is pursuant the survivor act claims only; and
5. During the years of representation, Mark Frost & Associates, P.C., expended \$12,901.14 for actual costs and expenses. After Mark Frost & Associates' costs expenses have been deducted from the total recovery of \$180,000.00, the total recovery is reduced to \$167,098.86; and
6. Upon the application of Plaintiff's counsel, and with the full and express agreement of Plaintiff, and without objection from defense counsel, the following cost and fees are approved as reasonable and fair:
  - a. Plaintiffs' attorneys' costs and expenses in the amount of \$12,901.14 is approved, and
  - b. Plaintiffs' attorneys' fees of \$83,549.43; and
7. From the gross amount of \$180,000.00 on deposit temporarily in Plaintiff's counsel's New Jersey trust account, disbursements shall be made according to the following schedule:
  - a. A cash payout of \$12,901.14 will be disbursed to Mark Frost & Associates, P.C.,

in full satisfaction of such attorneys' costs and expenses; and

- b. A cash payout of \$83,549.43 will be disbursed for deposit with the Surrogate of Burlington County, to the estate to use for the exclusive benefit of the health, education, maintenance, and support of the minor, only upon an appropriate bond being obtained by Maria Ortiz, as the parent and guardian of the minor, and the Surrogate's issuance of the requisite approval of the guardian, in strict compliance with the requirements of the Surrogate's Office of Burlington County; and
  - c. A cash payout of the remaining \$83,549.43 will be disbursed to Mark Frost & Associates, P.C., in full satisfaction of such attorneys' fees; and
8. The settlement and disbursement of the settlement proceeds are fair and reasonable; and
  9. Maria Ortiz understands and voluntarily accepts that she has agreed to settle her claims for the gross amount of \$180,000.00. She also understands that a settlement of this matter will forever bar her son and her from ever making claims for injuries in the future. She also understands that a settlement of this matter will forever waive and bar her son's and her right to a trial of the issues which were raised or could have been raised in the Complaint in the legal action before a jury of her peers. With this knowledge, she believes the settlement and the disbursement of the settlement proceeds as set forth herein is in her and her son's best interest; and
  10. Maria Ortiz understands and voluntarily accepts the terms of the settlement and distribution, as well as the terms and conditions imposed on the use of the settlement proceeds for the exclusive benefit of the health, education, maintenance, and support of the minor, and that she consents to dismissal of J.R.'s wrongful death claim; and
  11. There existed no compensable economic relationship between Jorge Rivera and his son,

J.R.; and

12. Maria Ortiz indicated that she is fully satisfied with the work of her attorneys, Mark Frost and Ryan Lockman of Mark B. Frost & Associates, P.C.; and

13. Maria Ortiz understands and voluntarily accepts that she, the Estate of Jorge Rivera, or J.R. may not seek any additional monies from the defendants for anything arising out of the facts giving rise to the instant action, or from the existence, operation, and management of the settlement proceeds; and

14. Maria Ortiz is a suitable person to protect the settlement proceeds for the exclusive benefit of the health, education, maintenance, and support of the minor; and

15. Maria Ortiz respectfully requests that this Court approve the settlement and allocation of funds as set forth herein; and

For good cause shown,

**IT IS** on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, **ORDERED** that

(1) the Court hereby approves the minor's settlement and disbursement of funds, on the terms and conditions set forth herein, on behalf of all parties, and that

(2) a copy of this Order shall be served upon all counsel within 7 days of the date hereof.

\_\_\_\_\_  
Hon. Jerome B. Simandle, C.U.S.D.J.

113445867v1

Att. 3

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

|  |   |              |
|--|---|--------------|
| MARIA ORTIZ, on behalf of<br>The Estate of JORGE E. RIVERA, and<br>MARIA ORTIZ, an adult,<br>on behalf of J.R., a minor, | : | CIVIL ACTION |
|  | : |              |
|  | : |              |
|  | : |              |
| Plaintiffs,  | : | No. 11-2300  |
|  | : |              |
| v.   | : |              |
|  | : |              |
| CITY OF CAMDEN, et al.   | : |              |
|  | : |              |
| Defendants.  | : |              |
|  | : |              |

**ORDER  
OF APPROVAL OF MINOR’S SETTLEMENT  
AND DISBURSEMENT OF FUNDS**

**THIS MATTER** having come before the Court upon the application of the attorneys for the parties, who have reported to the Court that a settlement of the minor plaintiffs’ claims has been arrived at between the plaintiffs and defendants, and the Court having taken proofs on the record as well as the representations of counsel,

The Court makes the following findings:-

1. This civil rights action has raised complex factual and legal claims arising from the death of Jorge E. Rivera, and has been vigorously litigated by both sides for at least four years, and that this case was difficult to prove. As set forth on the record at the settlement hearing on November 18, 2015, counsel filed and responded to various discovery

motions, responded to multiple dispositive motions, and engaged in significant, lengthy discovery, and that the fees hereby requested and approved are a significant compromise of actual fees incurred; and

2. Plaintiff voluntarily dismisses the wrongful death claim on behalf of J.R., a minor; and
3. The parties engaged in extensive negotiations and, after weighing all the evidence, ultimately arrived at a settlement of \$180,000.00, which is to be deposited temporarily into Plaintiff's counsel's New Jersey trust account, until final disbursement as set forth below; and
4. The distribution of settlement proceeds is pursuant the survivor act claims only; and
5. During the years of representation, Mark Frost & Associates, P.C., expended \$12,901.14 for actual costs and expenses. After Mark Frost & Associates' costs expenses have been deducted from the total recovery of \$180,000.00, the total recovery is reduced to \$167,098.86; and
6. Upon the application of Plaintiff's counsel, and with the full and express agreement of Plaintiff, and without objection from defense counsel, the following cost and fees are approved as reasonable and fair:
  - a. Plaintiffs' attorneys' costs and expenses in the amount of \$12,901.14 is approved, and
  - b. Plaintiffs' attorneys' fees of \$83,549.43; and
7. From the gross amount of \$180,000.00 on deposit temporarily in Plaintiff's counsel's New Jersey trust account, disbursements shall be made according to the following schedule:
  - a. A cash payout of \$12,901.14 will be disbursed to Mark Frost & Associates, P.C.,

in full satisfaction of such attorneys' costs and expenses; and

b. A cash payout of \$83,549.43 will be disbursed to the estate, ~~for deposit with the Surrogate of Burlington County, to the estate to use for the exclusive benefit of the health, education, maintenance, and support of the minor, only upon an appropriate bond being obtained by Maria Ortiz, as the parent and guardian of the minor, and the Surrogate's issuance of the requisite approval of the guardian, in strict compliance with the requirements of the Surrogate's Office of Burlington County; and~~

c. A cash payout of the remaining \$83,549.43 will be disbursed to Mark Frost & Associates, P.C., in full satisfaction of such attorneys' fees; and

8. The settlement and disbursement of the settlement proceeds are fair and reasonable; and
9. Maria Ortiz understands and voluntarily accepts that she has agreed to settle her claims for the gross amount of \$180,000.00. She also understands that a settlement of this matter will forever bar her son and her from ever making claims in the future for injuries ~~in the future~~ giving rise to the instant action. She also understands that a settlement of this matter will forever waive and bar her son's and her right to a trial of the issues which were raised or could have been raised in the Complaint in the legal action before a jury of her peers. With this knowledge, she believes the settlement and the disbursement of the settlement proceeds as set forth herein is in her and her son's best interest; and
10. Maria Ortiz understands and voluntarily accepts the terms of the settlement and distribution, as well as the terms and conditions imposed on the use of the settlement proceeds for the exclusive benefit of the health, education, maintenance, and support of the minor, and that she consents to dismissal of J.R.'s wrongful death claim; and

11. There existed no compensable economic relationship between Jorge Rivera and his son, J.R.; and
12. Maria Ortiz indicated that she is fully satisfied with the work of her attorneys, Mark Frost and Ryan Lockman of Mark B. Frost & Associates, P.C.; and
13. Maria Ortiz understands and voluntarily accepts that she, the Estate of Jorge Rivera, or J.R. may not seek any additional monies from the defendants for anything arising out of the facts giving rise to the instant action, or from the existence, operation, and management of the settlement proceeds; and
14. Maria Ortiz is a suitable person to protect the settlement proceeds ~~for the exclusive benefit of the health, education, maintenance, and support of the minor~~ for the estate; and
15. Maria Ortiz respectfully requests that this Court approve the settlement and allocation of funds as set forth herein; and

For good cause shown,

**IT IS** on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, **ORDERED** that

- (1) the Court hereby approves the minor's settlement and disbursement of funds, on the terms and conditions set forth herein, on behalf of all parties, and that
- (2) a copy of this Order shall be served upon all counsel within 7 days of the date hereof.

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Hon. Jerome B. Simandle, C.U.S.D.J.



Att. 4

**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY**

|                                    |   |              |
|------------------------------------|---|--------------|
| <hr/>                              |   |              |
| MARIA ORTIZ, on behalf of          | : | CIVIL ACTION |
| The Estate of JORGE E. RIVERA, and | : |              |
| MARIA ORTIZ, an adult,             | : |              |
| on behalf of J.R., a minor,        | : |              |
|                                    | : |              |
| Plaintiffs,                        | : | No. 11-2300  |
|                                    | : |              |
| v.                                 | : |              |
|                                    | : |              |
| CITY OF CAMDEN, et al.             | : |              |
|                                    | : |              |
| Defendants.                        | : |              |
|                                    | : |              |
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**ORDER  
OF APPROVAL OF MINOR'S SETTLEMENT  
AND DISBURSEMENT OF FUNDS**

**THIS MATTER** having come before the Court upon the application of the attorneys for the parties, who have reported to the Court that a settlement of the minor plaintiffs' claims has been arrived at between the plaintiffs and defendants, and the Court having taken proofs on the record as well as the representations of counsel,

The Court makes the following findings:

- I. This civil rights action has raised complex factual and legal claims arising from the death of Jorge E. Rivera, and has been vigorously litigated by both sides for at least four years, and that this case was difficult to prove. As set forth on the record at the settlement hearing on November 18, 2015, counsel filed and responded to various discovery

motions, responded to multiple dispositive motions, and engaged in significant, lengthy discovery, and that the fees hereby requested and approved are a significant compromise of actual fees incurred; and

2. Plaintiff voluntarily dismisses the wrongful death claim on behalf of J.R., a minor; and
3. The parties engaged in extensive negotiations and, after weighing all the evidence, ultimately arrived at a settlement of \$180,000.00, which is to be deposited temporarily into Plaintiff's counsel's New Jersey trust account, until final disbursement as set forth below; and
4. The distribution of settlement proceeds is pursuant the survivor act claims only; and
5. During the years of representation, Mark Frost & Associates, P.C., expended \$12,901.14 for actual costs and expenses. After Mark Frost & Associates' costs expenses have been deducted from the total recovery of \$180,000.00, the total recovery is reduced to \$167,098.86; and
6. Upon the application of Plaintiff's counsel, and with the full and express agreement of Plaintiff, and without objection from defense counsel, the following cost and fees are approved as reasonable and fair:
  - a. Plaintiffs' attorneys' costs and expenses in the amount of \$12,901.14 is approved, and
  - b. Plaintiffs' attorneys' fees of \$83,549.43; and
7. From the gross amount of \$180,000.00 on deposit temporarily in Plaintiff's counsel's New Jersey trust account, disbursements shall be made according to the following schedule:
  - a. A cash payout of \$12,901.14 will be disbursed to Mark Frost & Associates, P.C.,

in full satisfaction of such attorneys' costs and expenses; and

- b. A cash payout of \$83,549.43 will be disbursed to the estate, ~~for deposit with the Surrogate of Burlington County, to the estate to use for the exclusive benefit of the health, education, maintenance, and support of the minor, only upon an appropriate bond being obtained by Maria Ortiz, as the parent and guardian of the minor, and the Surrogate's issuance of the requisite approval of the guardian, in strict compliance with the requirements of the Surrogate's Office of Burlington County; and~~
- c. A cash payout of the remaining \$83,549.43 will be disbursed to Mark Frost & Associates, P.C., in full satisfaction of such attorneys' fees; and

**Comment [A&G1]:** I disagree for several reasons:  
(1) If this was going to the estate, there would be no need for a friendly. The friendly is required b/c the money is going to the minor child; the medium may be the estate, but the final recipient is the minor child.  
(2) Precisely b/c the money is going to the minor child, it must be deposited with the Surrogate. It cannot be directly disbursed to the estate.  
(3) The language "for the exclusive benefit of the health, education, maintenance, and support of the minor" is the legal expression for directing the money to the minor child.  
(4) The deposit with the Surrogate cannot be accomplished unless and until Maria as the guardian obtains the Surrogate's approval and a bond. The Judge made this clear.  
None of these points are negotiable; they are the requirements of the law.

- 8. The settlement and disbursement of the settlement proceeds are fair and reasonable; and
- 9. Maria Ortiz understands and voluntarily accepts that she has agreed to settle her claims for the gross amount of \$180,000.00. She also understands that a settlement of this matter will forever bar her son and her from ever making claims in the future for injuries ~~in the future~~ giving rise to the instant action. She also understands that a settlement of this matter will forever waive and bar her son's and her right to a trial of the issues which were raised or could have been raised in the Complaint in the legal action before a jury of her peers. With this knowledge, she believes the settlement and the disbursement of the settlement proceeds as set forth herein is in her and her son's best interest; and
- 10. Maria Ortiz understands and voluntarily accepts the terms of the settlement and distribution, as well as the terms and conditions imposed on the use of the settlement proceeds for the exclusive benefit of the health, education, maintenance, and support of the minor, and that she consents to dismissal of J.R.'s wrongful death claim; and

**Comment [A&G2]:** Fine.

11. There existed no compensable economic relationship between Jorge Rivera and his son, J.R.; and
12. Maria Ortiz indicated that she is fully satisfied with the work of her attorneys, Mark Frost and Ryan Lockman of Mark B. Frost & Associates, P.C.; and
13. Maria Ortiz understands and voluntarily accepts that she, the Estate of Jorge Rivera, or J.R. may not seek any additional monies from the defendants for anything arising out of the facts giving rise to the instant action, or from the existence, operation, and management of the settlement proceeds; and
14. Maria Ortiz is a suitable person to protect the settlement proceeds ~~for the exclusive benefit of the health, education, maintenance, and support of the minor for the estate;~~ and
15. Maria Ortiz respectfully requests that this Court approve the settlement and allocation of funds as set forth herein; and

For good cause shown,

**IT IS** on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, **ORDERED** that

- (1) the Court hereby approves the minor's settlement and disbursement of funds, on the terms and conditions set forth herein, on behalf of all parties, and that
- (2) a copy of this Order shall be served upon all counsel within 7 days of the date hereof.

\_\_\_\_\_  
Hon. Jerome B. Simandle, C.U.S.D.J.

**Comment [A&G3]:** I disagree, for all of the same reasons set forth in Cmt 1.

113445867v1  
113495936v1

Att. 5

**Connell, John**

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**From:** rlockman@mfroslaw.com  
**Sent:** Friday, December 11, 2015 1:07 PM  
**To:** Connell, John  
**Cc:** 'Vincent Rizzo'; 'Nicole Adams'  
**Subject:** Ortiz

John:

I just called you and they said you are at a meeting until 2pm.

Tamara from the Surrogate's office called me back today. I am fine with you calling her too or us both jointly calling her. But here is what she told me:

There are two levels (this gets very *Inception*-esque, so bear with me), the estate level and the minor level.

First, the money has to go to the estate. Maria gets bonded for the estate, and then she distributes whatever monies are owed and funeral expenses, etc.

For whatever is left, that goes to the minor, as follows: she gets bonded for the minor's remaining money. At that point, assuming that the bonding is successful, then the money goes into an account that she controls (not the surrogate's office). The surrogate's office sent me a form order, which I can send you if you want. I used some of the relevant language from the form order below. So, here is how *I think* the Order should read, in pertinent part:

A cash payout of \$83,549.43 will be disbursed to the estate, in full compliance with the requirements of the Surrogate's Office of Burlington County;

Maria Ortiz shall – according to the rules and requirements of the Surrogate's Office – distribute any existing obligations and debts to the estate, including but not limited to funeral expenses.

Thereafter, the remaining monies shall be distributed as follows:

1. Maria Ortiz shall qualify according to law, and shall as a condition of qualifying, be bonded for the full amount of remaining monies, which bond shall contain the conditions set forth in NJSA 3B:15-7 and R. 1:13-4. Maria Ortiz must satisfy all conditions of the surrogate's office.
2. Pursuant to R. 4:44, the minor's net recovery shall be paid to Maria Ortiz as the duly qualified guardian of the estate of Jorge Rivera, a minor.
3. Upon qualifying, the guardian of the minor's estate, Maria Ortiz, be and hereby is authorized to invest and reinvest the minor's settlement estate in such investments as

the guardian of the estate deems advisable and prudent, subject, however, to all limitations or restrictions concerning the investment, use or expenditure of funds held by fiduciaries that are now in force or that may thereafter established, and subject further to the duty of the guardian of the minor's estate to deliver the estate to the minor upon his attaining majority, or to his estate should the minor die before reaching his majority.

Does this look ok to you? I'm around today, so feel free to call me.

Ryan

Ryan Lockman, Esq.  
MARK B. FROST & ASSOCIATES  
Pier 5 At Penns Landing, 2<sup>nd</sup> FL  
7 North Columbus Boulevard  
Philadelphia, PA 19106  
t: (215) 351-3333  
f: (215) 351-3332  
[RLockman@MFrostLaw.com](mailto:RLockman@MFrostLaw.com)



Att. 6

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UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY

MARIA ORTIZ, on behalf of  
the Estate of JORGE E. RIVERA,  
and MARIA ORTIZ, an adult,  
on behalf of J.R., a minor,

CIVIL ACTION NUMBER:  
  
11-2300 (JBS)

Plaintiff,

v.

CITY OF CAMDEN, NEW JERSEY STATE  
POLICE, CAMDEN COUNTY  
PROSECUTOR'S OFFICE, TROOPER  
DENNIS QUINN, In his Individual  
and Official Capacity,  
INVESTIGATOR PETER LONGO,  
In his Individual and Official  
Capacity, INVESTIGATOR THOMAS  
DINUNZIO, In his Individual and  
Official Capacity,

Defendants.

Mitchell H. Cohen United States Courthouse  
One John F. Gerry Plaza  
Camden, New Jersey 08101  
Wednesday, November 18, 2015

B E F O R E:

THE HONORABLE JEROME B. SIMANDLE  
CHIEF JUDGE  
UNITED STATES DISTRICT JUDGE

A P P E A R A N C E S:

MARK B. FROST & ASSOCIATES  
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-AND-  
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-AND-

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AND DETECTIVE LONGO AND DETECTIVE DINUNZIO

Certified as true and correct as required by Title 28,  
U.S.C., Section 753.

/S/ Lisa Marcus, CSR, CRR

1 DEPUTY CLERK: All rise.

2 THE COURT: Be seated, please.

3 Good morning. This is the case of Ortiz vs. New Jersey  
4 State Police, Civil No. 11-2300. This is a hearing for the  
5 purpose of approval of a settlement for the benefit of a  
6 minor.

7 And I'll ask counsel to please enter your appearances  
8 for the record beginning with the plaintiff.

9 MR. FROST: Mark Frost, Mark Frost & Associates, on  
10 behalf of the plaintiff.

11 MR. LOCKMAN: Ryan Lockman, Mark Frost & Associates,  
12 on behalf of plaintiff.

13 MR. RIZZO: Vincent J. Rizzo, Jr., Deputy Attorney  
14 General, on behalf of the State Police and Trooper Quinn.

15 MS. ADAMS: Nicole Adams, Deputy Attorney General, on  
16 behalf of the State Police and Trooper Quinn.

17 MR. CONNELL: Archer & Greiner by John C. Connell on  
18 behalf of the Camden County Prosecutor's Office and Detectives  
19 Longo and DiNunzio.

20 THE COURT: Welcome, everybody.

21 I understand that there was a settlement achieved on  
22 October 30th, and I supervised the negotiations during the  
23 last few days of that period, and it was subject to the  
24 parties developing a written settlement and having this  
25 hearing today.

1 So do you have a written settlement agreement?

2 MR. FROST: We do, your Honor.

3 THE COURT: Would you like to outline the terms of  
4 the settlement that you're asking me to approve?

5 MR. FROST: Sure. We received a settlement agreement  
6 and release for the sum of \$180,000, it is for all claims and  
7 inclusive of attorneys fees.

8 Judge, in addition to that, we had Ms. Ortiz, and I'm  
9 sure if you want to hear any testimony, sign what we drafted  
10 was an acknowledgment of settlement, which outlines all the  
11 work that our firm did regarding this case. Also, it further  
12 indicates that if we had petitioned to file for attorney's  
13 fees in this case, that the attorney's fees would have been  
14 higher than the settlement.

15 And also Ms. Ortiz acknowledges that the claims that  
16 she has brought are not on behalf of herself but rather are on  
17 behalf of the Estate of Jorge Rivera and on behalf of her son.  
18 I understand there may be restrictions on when and how the  
19 settlement moneys are able to be spent and that I will have to  
20 take additional action as administrator of the estate and  
21 guardian of the son, and she acknowledges that as well.

22 Also, we had her sign a schedule of distribution,  
23 Judge, I'm happy to review that with the Court or not, but she  
24 has acknowledged that with respect to -- and I will just put  
25 on the record what we have done.

1 THE COURT: Okay.

2 MR. FROST: We had a schedule of distribution of  
3 \$180,000. There were expenses in the case of \$12,901.14. As  
4 I indicated to the Court during settlement discussions, that  
5 if we had filed a petition for attorney's fees at that time,  
6 that it would have been approximately \$250,000. What we and  
7 what Ms. Ortiz agreed to was that essentially that we would  
8 deduct the \$12,901 from the \$180,000 settlement and there was  
9 a net recovery and that instead of taking our attorney's fees  
10 pursuant to our fee agreement, that we would take \$83,549.43  
11 and the estate would receive \$83,549.43. All of the documents  
12 that I have just went through with the Court are here, they're  
13 signed. And if the Court would like to ask or if you would  
14 like me to ask, I can go through them with Ms. Ortiz.

15 THE COURT: All right. And in your view, why is this  
16 a reasonable settlement given all the circumstances and  
17 compromises that are made for ultimately the benefit of the  
18 decedent's estate and minor?

19 MR. FROST: Yes, it is fair considering the merits of  
20 the case and the difficulties with the case and prosecuting a  
21 case against officers involving Mr. Rivera who, as we know,  
22 was involved in a drug altercation -- a drug transaction  
23 during this incident that gave rise to this cause of action.  
24 Obviously there's difficulties in prevailing in this case and  
25 because of those difficulties we find that the settlement is

1 fair and reasonable.

2 THE COURT: Am I correct there's no factual dispute  
3 but that he was dealing in drugs at the time that he  
4 encountered the officers?

5 MR. FROST: Yes.

6 THE COURT: And then the dispute regards whether  
7 their actions were more than negligent in terms of a recovery  
8 under the constitutional tort.

9 MR. FROST: Yes. I mean, in this type as of case, as  
10 your Honor is well aware, we would have to prove deliberate  
11 indifference to a serious medical need under the Eighth  
12 Amendment, as well as we would have to show that the officers  
13 used force that was not necessary in the transaction. There  
14 is differences of testimony between the witnesses in this case  
15 and the parties concerning what took place, and therefore  
16 issues of credibility, issues of what took place in the police  
17 doing their jobs give rise, I think, to a fair settlement but  
18 also gives rise to the fact that this is a difficult type case  
19 to prove.

20 THE COURT: Yes, I agree.

21 Perhaps I'll hear from Ms. Ortiz in just a moment, but  
22 let me call on Mr. Rizzo or Ms. Adams, whoever wishes to speak  
23 on behalf the Attorney General.

24 MR. RIZZO: I will, Judge.

25 THE COURT: Do you believe that this is a fair

1 settlement for the benefit of the decedent's estate and his  
2 minor son?

3 MR. RIZZO: Yes, sir, under the circumstances of the  
4 case and the law, the conflict, and the difficulty of proving  
5 it one way or the other, yes, I do.

6 THE COURT: And generally a defendant is agnostic  
7 with regard to the split in attorney's fees for the plaintiff,  
8 but in your experience in this case -- and I believe you've  
9 been on the file from day one, haven't you?

10 MR. RIZZO: Either day one or very shortly  
11 thereafter. There may have been one deputy who filed the  
12 answer and then I took over because he left the office but  
13 very, very soon after the complaint was filed.

14 THE COURT: From what you know of the complexities of  
15 the case and the work that went into it and that the  
16 plaintiff's counsel would have had to have put into it, is  
17 this split of attorney's fees in the ballpark of  
18 reasonableness?

19 MR. RIZZO: Yes, sir. There were -- even before we  
20 began discovery, there was extensive motion practice mostly  
21 between plaintiffs and codefendant regarding motions to  
22 dismiss, proper service, issues about whether people belonged  
23 in the case or didn't belong in the case, taking quite a long  
24 period of time to resolve those issues before we even began  
25 discovery. There were numerous depositions, including two



1 experts, there were numerous EMS people that were present that  
2 were deposed, all of the defendants were deposed, there were  
3 independent witnesses that were deposed, there were members of  
4 the Attorney General Shooting Response Team that were deposed,  
5 and then there were summary judgment motions after that that  
6 had to be decided. There were the preparations for trial, the  
7 pretrial memorandums, the charge, the verdict, all of those  
8 kinds of things. So as long as this case has taken and as  
9 much as has been done, yes, sir, I can see where those  
10 attorney's fees were very much in line with the amount of work  
11 that was done.

12 THE COURT: Okay. Thank you very much, Mr. Rizzo.

13 MR. RIZZO: Yes.

14 THE COURT: Mr. Connell.

15 MR. CONNELL: Your Honor, all the same answers  
16 essentially.

17 I just have one point I want to raise, though, your  
18 Honor. I think the fees requested by plaintiffs are  
19 certainly -- you know, you begin to cover the amount of work  
20 that was done in this case by them, by all counsel, this was a  
21 substantial case to defend and prosecute. My only concern,  
22 Judge, is that I have a very dim recollection of the law that  
23 applies to these friendlies and I don't know if there isn't a  
24 cap on fees as a function of law. I just -- I don't recall.

25 THE COURT: There would be if it were a contingent

1 fee case, personal injury case.

2 MR. CONNELL: Okay.

3 THE COURT: As I understand it, there's not a cap on  
4 the recovery of fees in a constitutional case under Section  
5 1983.

6 MR. CONNELL: Fair enough.

7 THE COURT: But I still have a duty of looking at  
8 that split. And here it's a 50/50 split of the net recovery  
9 but it's also a two-thirds discount of the fees to date the  
10 plaintiff's counsel have already run up. So those two factors  
11 are basically what I have to consider together with the  
12 knowledge of the case that I have, a case which has been  
13 litigated hard for four years and in which there have been  
14 several rounds of dispositive motions and trial preparation up  
15 through what would have been today's date of trial.

16 MR. CONNELL: Under those circumstances, Judge, I  
17 certainly concur with my colleagues' comments and have no  
18 objection to the terms set forth by the plaintiffs.

19 One other housekeeping detail. And I was just asking  
20 counsel about this before the hearing, again, my dim  
21 understanding is that there should be an order memorializing  
22 not just the settlement as described in this hearing but also  
23 the deposit of the money in trust for the child?

24 THE COURT: Well, here -- is the child actually a  
25 party in this case through Ms. Ortiz?

1 MR. FROST: The complaint is captioned, Judge, Maria  
2 Ortiz on behalf of the Estate of Jorge Rivera and Maria Ortiz  
3 on behalf of JR, a minor plaintiff is the caption.

4 THE COURT: Okay. So I think Mr. Connell is right  
5 that we may have to involve the surrogate of Camden County  
6 with regard to the child's share or perhaps a surrogate is  
7 already involved through the administration of the estate.

8 Are there letters of administration that were issued to  
9 Ms. Ortiz?

10 MR. FROST: Yeah, letters -- yes.

11 THE COURT: So what should be done to satisfy the  
12 concern that the money actually be preserved for the benefit  
13 of the minor? That normally would be done through the  
14 surrogate's office, a deposit is made into the surrogate.  
15 Here the surrogate's involvement would be a double  
16 involvement. If there were no child, the surrogate would  
17 still be involved because it's an estate administered by  
18 Camden County. I assume it's Camden County, is that correct?

19 MR. FROST: Yes.

20 THE COURT: And the overlay on that is that within  
21 the estate -- or, I'm sorry, independent of the estate the  
22 child had a wrongful death claim because the child is deprived  
23 of his father's support and income and that's the party that  
24 has to be protected.

25 MR. CONNELL: Right. And my understanding is that

1 all the net proceeds we're talking about here, the \$83,000,  
2 are for the benefit of the child. I think that's correct.

3 MR. FROST: Well, you do have two causes of action  
4 here, you have a survivor action and a wrongful death action.  
5 We did some research on that before we came today in  
6 anticipation that the Court may have a question on that.  
7 Ryan, I think, can address that --

8 THE COURT: Okay.

9 MR. FROST: -- because he did the research.

10 MR. LOCKMAN: Sure, your Honor. And to be clear,  
11 yeah, there's the wrongful death and the survivor's act. And  
12 the minor is the -- presumably the only beneficiary to the  
13 estate, Mr. Rivera was not married and so this would go to the  
14 child, albeit through the estate, whereas the other claim is  
15 directly to the child. I mean, ultimately I think it will end  
16 up, the research that I've done just briefly, is that it's  
17 going to end up in the same process, there's going to have to  
18 be a guardian, there's going to have to be some -- I don't  
19 know if it would be two separate kind of methods to administer  
20 the money or one combined because it's going to the same place  
21 but ultimately the process would be the same. I mean, if it's  
22 going to the minor directly or if it's going to the estate and  
23 then to the minor, you're still going to need a guardian under  
24 my understanding. If opposing counsel has a different  
25 understanding --

1 MR. CONNELL: Well, I'm just trying to work this out  
2 for the benefit of everybody here so that we're consistent  
3 with the law and the requirements applying to friendlies. My  
4 understanding is if the money is going directly or indirectly  
5 to the child, and that's how I do understand it, that there  
6 needs to be an order from this Court from this hearing  
7 directing the deposit of that money into the surrogate's  
8 office.

9 THE COURT: Yeah. And I may have to divide also  
10 between the causes for wrongful death and for survivor's act  
11 since it's only the survivor's act that go into the estate and  
12 the wrongful death goes into a guardianship for the child.

13 This might be a good time to reach out to the  
14 surrogate, the surrogate's office, I know that they are pretty  
15 helpful to attorneys who call in with just this kind of a  
16 question. And before we go much further, and so that we can  
17 wind this up hopefully in this hearing today, I'm wondering  
18 if, Mr. Lockman, you could make a call over to the Camden  
19 County Surrogate?

20 MR. LOCKMAN: Sure.

21 THE COURT: And then we could resume or we could  
22 adjourn today's hearing and come back at a time that's  
23 convenient for the parties after some other research is done  
24 so I would know what to put into the order.

25 MR. LOCKMAN: Your Honor, I think it's worth a shot

1 for me to make the phone call. Certainly if I don't get a  
2 response, we can go from there. If I do, that might solve  
3 these issues here and now.

4 THE COURT: All right. The way I see the case  
5 there's \$83,349 net recovery to Ms. Ortiz. Ms. Ortiz is  
6 acting in two capacities, her first capacity is as the  
7 administrator of the estate, it's the survivor's act case  
8 recovery that goes into the estate. There's a second aspect  
9 of the recovery and the second aspect of Ms. Ortiz's duties is  
10 she's the guardian for her son. Her son is recovering on a  
11 wrongful death claim. The wrongful death claim is independent  
12 of the estate, I would think, because it depends not on who  
13 Mr. Rivera left his money to but rather who was financially  
14 dependent on him for income and emotional support. The  
15 surrogate plays a role because the surrogate administers both  
16 types of funds in Camden County, both the management of an  
17 intestate estate and also the management of a guardianship.  
18 The \$83,349 it seems would have to be broken down further into  
19 two components and that way we know what we're talking about  
20 in terms of how much goes to the estate and how much goes to  
21 the son. Even if every dollar that's put into the estate is  
22 paid over to the son, there also may be other estate expenses  
23 that are paid out of this money that don't go to the son.  
24 Again, I'm not an authority in the state, thankfully the  
25 surrogate is, there's costs in administering an estate. I

1 don't know what else is in Mr. Rivera's estate but whatever it  
2 is it's all put together and administered through Ms. Ortiz  
3 and the surrogate.

4 MR. LOCKMAN: I will be happy to make that phone  
5 call, your Honor.

6 THE COURT: Okay.

7 MR. LOCKMAN: I can do that right now.

8 THE COURT: That's my understanding. Mr. Connell, is  
9 that about right?

10 MR. CONNELL: I think it is exactly about right,  
11 Judge.

12 THE COURT: All right. Let's take the time that it  
13 takes and let Marnie know when you're ready for us to resume  
14 and I'll be close by.

15 MR. LOCKMAN: Thank you.

16 THE COURT: Any other questions, any other homework  
17 that you would ask Mr. Lockman to do with the surrogate?

18 Don't go far and we'll resume with you soon.

19 (Brief Recess)

20 DEPUTY CLERK: All rise.

21 THE COURT: Be seated, please.

22 During this break another thought occurred to me and I  
23 wanted to raise it with the parties on the record. And that  
24 is there was talk of dropping the wrongful death claim and  
25 proceeding to trial only on the survival act claim and it was

1 part of settlement discussions so it's not a matter of public  
2 record, but if this settlement instead contemplated that the  
3 wrongful death claim be dropped and it goes further just on  
4 the survival act, then there would only be one issue with the  
5 surrogate and that would be the administration of the estate,  
6 there would be no wrongful death claim. So I didn't know  
7 whether I was mistaken in assuming that the wrongful death  
8 claim was still alive mainly because it's in the pleadings, or  
9 if you wanted time among yourselves to consider whether the  
10 settlement includes the dismissal of the wrongful death claim.  
11 And you don't have to answer me right now unless you want to.

12 MR. CONNELL: Can I just make a comment?

13 MR. FROST: Sure.

14 MR. CONNELL: Conceivably one could -- we could also  
15 consider the dismissal of the survivor's act --

16 MR. FROST: The wrongful death.

17 MR. CONNELL: The wrongful death. In other words,  
18 what your Honor is suggesting could be done with either one of  
19 the claims by dropping the other, right?

20 THE COURT: It's just my recollection that the  
21 wrongful death claim is the one that might have had no value  
22 because that depends strictly upon income that the decedent  
23 gave to his son and so forth or may have some limited value,  
24 while the survival act claim goes to the estate and that was  
25 the more valuable claim by far.



1 MR. CONNELL: And the only thought I had to that, and  
2 this is totally your call, and I'm directing that for the  
3 record to Mark, if the moneys were to be distributed via the  
4 survivor act claim, there could be less potential for any  
5 estate disputes.

6 THE COURT: Right.

7 MR. RIZZO: Judge, I just had a thought that if you  
8 drop -- I mean, Mr. Connell suggested maybe dropping to  
9 survivorship, but if the wrongful death --

10 MR. FROST: No, dropping the wrongful death.

11 MR. RIZZO: I know, but he did say drop one or the  
12 other, but if the wrongful death is derivative of the death, I  
13 mean, can you drop the survivorship and still have a  
14 derivative claim without the primary claim being there? In  
15 addition to the fact that you guys had conceded he had no  
16 economic basis, doesn't that make the wrongful death claim  
17 even more tenuous? What I'm saying at the bottom line is it  
18 seems safer to drop the wrongful death, leave the survivorship  
19 and go that way.

20 THE COURT: Up to the parties and ultimately it's up  
21 to Ms. Ortiz.

22 MR. FROST: Judge, we have discussed this as well and  
23 the release was for both claims.

24 MR. RIZZO: Right.

25 MR. FROST: But, as I indicated during the motions in

1 *limine*, that we would be dropping, if we had proceeded to  
2 trial, the wrongful death claim and proceeded only with the  
3 survivor's claim would be, I believe, the prudent way to go  
4 with respect to the estate in this matter.

5 THE COURT: And then if the son is the sole  
6 beneficiary of the estate then --

7 MR. FROST: He's the sole beneficiary, regardless, of  
8 all the funds.

9 THE COURT: And it ends up with him and it's  
10 administered in the regular way through Camden County  
11 process.

12 MR. FROST: Sure, however petitions go. And we've  
13 explained to Ms. Ortiz that in being the guardian and on  
14 behalf of that moneys would -- all of the moneys would be used  
15 for the son, but they can be used for shelter, they can be  
16 used for school, they can be used for variable things but as  
17 long as it's used for the son.

18 THE COURT: So if you wanted to accomplish that, one  
19 way would be to ask me to make a split between the remaining  
20 claims by which all the money goes to the estate and none of  
21 the money goes to the wrongful death claim.

22 MR. FROST: I mean, that -- I think we're all in  
23 agreement to do that, Judge. I'm not sure -- I mean,  
24 ultimately everything goes to the child, so the child's  
25 protected that way.

1 THE COURT: Yeah.

2 MR. FROST: And Ms. Ortiz obviously is the guardian  
3 under both scenarios.

4 THE COURT: Right.

5 MR. FROST: So there's really no substantive change,  
6 it's just one claim and may be easier to administer.

7 THE COURT: I would think so. Otherwise there has to  
8 be the appointment of a guardian and a separate reporting  
9 scheme. And if the wrongful death claim has no value or if  
10 the parties so stipulate, then I would just apportion it all  
11 to the survival act claim and there wouldn't be a guardianship  
12 for the benefit of the child, it would all be through the  
13 administration of the estate and the administration of the  
14 estate for the benefit of the child. It may seem like a finer  
15 point but I think it makes life less complicated if that's the  
16 parties' agreement and if Ms. Ortiz agrees that that's what  
17 she feels is best as well. So if you want any more time to  
18 talk about that and confer with Mr. Lockman and see what he's  
19 come up with.

20 MR. FROST: Let me interrupt Mr. Lockman to pose that  
21 question to the surrogate, he's on the phone now.

22 THE COURT: Let's take a break.

23 MR. FROST: But we're inclined to do that, Judge.

24 THE COURT: Very well. When we come back on the  
25 record, you can give your final decision and the questioning

1 of Ms. Ortiz whether she understands and agrees with the  
2 complete settlement.

3 MR. FROST: Sure. Thank you.

4 THE COURT: All right. Thank you.

5 (Brief Recess.)

6 DEPUTY CLERK: All rise.

7 THE COURT: Be seated, please.

8 Mr. Frost.

9 MR. FROST: Judge, first off, I have my counties  
10 confused, Ms. Ortiz lives in Pemberton, which is in Burlington  
11 County, not Camden County, so we called Burlington County's  
12 surrogate's office. And, first, before I go into that, and if  
13 you need more detail I'll have Mr. Lockman go through the  
14 conversation, but we will agree to dismiss the wrongful death  
15 action, I'm not sure if we need to change the releases, cross  
16 that out, but --

17 MR. RIZZO: Well, I think the release covers all  
18 claims of any type.

19 MR. FROST: Okay.

20 MR. RIZZO: I think it specifies --

21 THE COURT: Okay. So the record will reflect that  
22 the plaintiff agrees to dismiss the wrongful death action.

23 MR. FROST: Yeah. In accordance with the discussions  
24 that we had during our arguments in motions *in limine* and also  
25 my representation to the Court with respect to the motions

1 *in limine* that we would be dismissing that claim and we would  
2 not have gone forward with that claim at the time of trial if  
3 the case went to trial.

4 THE COURT: And have you discussed this with  
5 Ms. Ortiz and does she agree?

6 MR. FROST: We have discussed it just now during this  
7 break that we discussed what would have happened if we had  
8 gone to trial, and the difference between the claims and why  
9 we were going to dismiss those claims as set forth during the  
10 arguments. And I discussed that with her in the last few  
11 minutes.

12 With respect to the surrogate court, essentially what  
13 we have learned, if I'm misrepresenting this, Ryan will  
14 correct me, but the moneys would have to be -- first Ms. Ortiz  
15 would have to be bonded to accept the moneys and then the  
16 moneys are -- are they deposited into the court or --

17 MR. LOCKMAN: Well, here's essentially what needs to  
18 happen, and I spoke with Bonnie Madara who is the deputy  
19 surrogate of Burlington County, she indicated Ms. Ortiz is the  
20 administrator, however, she's limited to zero. And in order  
21 for her to be limited to accept the settlement moneys, she  
22 would need to come into the surrogate's office, she would have  
23 to be bonded and accepted so her new limitation would be the  
24 full amount of the settlement or the net proceeds of the  
25 settlement, excuse me, and at that point she'd be able to

1 accept the settlement proceeds.

2 MR. FROST: And, Judge, we will take the necessary  
3 steps to ensure that is accomplished prior to receiving any  
4 moneys from the state.

5 THE COURT: Okay. Do you know about the bonding  
6 mechanism, is there a premium on that or how is that done?

7 MR. LOCKMAN: I don't know, your Honor.

8 THE COURT: Is the child living in Ms. Ortiz's home  
9 now?

10 MR. FROST: Yes.

11 THE COURT: And she's the sole caretaker for him?

12 MR. FROST: Yes.

13 THE COURT: Has Ms. Ortiz remarried or married since?

14 MR. FROST: She is not married. And she is working  
15 and she's always worked and she is not on any form of welfare  
16 or DPW or anything.

17 MR. LOCKMAN: Ms. Ortiz was married after and was  
18 subsequently divorced so she's not currently married.

19 THE COURT: And her former husband hasn't adopted the  
20 child or anything like that?

21 MR. LOCKMAN: Not to my knowledge, no.

22 THE COURT: Okay. I don't think I have any other  
23 questions. I think before I can actually sign an order, I  
24 need to see that she has been authorized by the Burlington  
25 County Surrogate's to receive the money and bonded. And so as

1 soon as that's done, then I can sign the judgment, I believe.

2 But I still need to hear from Ms. Ortiz as to her  
3 understanding of the settlement.

4 MR. FROST: I think that's fine, Judge. I guess my  
5 only question to the Court, and I'm not as familiar with these  
6 proceedings as perhaps your Honor is or counsel, would it not  
7 make sense that we would have a signed order to take to the  
8 surrogate's office saying -- approving the settlement and the  
9 claim.

10 THE COURT: Yeah, we could do that, but the order  
11 itself would provide no payment be made -- well, the payment  
12 be made to the attorney's trust fund and you make no  
13 disbursement of it until your client has been authorized by  
14 the Burlington County Prosecutor, that way the defendants are  
15 out of the picture, it goes into your trust fund. Do you have  
16 a New Jersey trust fund?

17 MR. LOCKMAN: Yes.

18 MR. FROST: We do. Mr. Lockman is in charge of that.

19 THE COURT: The order would have to specify who  
20 receives the check.

21 MR. RIZZO: I was going to say, Judge, I think I'm  
22 going to have to redraft the release and settlement to reflect  
23 what the Court just said. I don't think we can go through it  
24 the way it is now because technically she's not really  
25 empowered to accept the money in her current status as the way

1 Mr. Lockman described. And I think the mechanism will be as  
2 the Court said, the money gets deposited in the trust account,  
3 when she gets bonded, then they can take it out and give it to  
4 her. I feel, from the state's perspective, I can't release  
5 that money until she has that legal standing to do that.

6 MR. FROST: I mean, as I was going to say, it's my  
7 understanding we would not have been receiving this money in  
8 the next -- as I understand it, takes the state about 60 days.

9 MR. RIZZO: It does. But I want the settlement of  
10 release to reflect what the legalities of the case are. If  
11 she's accepting it in some capacity other than how she's  
12 designated by the surrogate's office now, I would want the  
13 release to reflect that.

14 MR. CONNELL: The thing I'm thinking, your Honor, in  
15 addition to the changes that Mr. Rizzo suggests and the  
16 settlement documents, I just think it might be a prudent idea,  
17 but I obviously defer to your Honor, if perhaps counsel were  
18 to draft a proposed form of order memorializing what's  
19 transpired here today in terms of the dismissal of the claim,  
20 the bonding, the deposit with the surrogate, and so on.

21 THE COURT: Yeah, that will be in the order.

22 MR. CONNELL: Also for the protection of the child.

23 THE COURT: Absolutely. Today's proceedings have to  
24 be memorialized in an order or a judgment of some sort. But  
25 until we see exactly what happens here today, it's too soon to



1 know what has to be in the order. And I agree with you and  
2 that protects everybody's interests.

3 MR. FROST: Sure.

4 THE COURT: Unless counsel have any other questions,  
5 I would propose to ask some questions of Ms. Ortiz.

6 Ms. Ortiz, would you like to come up to the witness  
7 stand, please? Right here.

8 MR. FROST: Right up there.

9 THE COURT: My clerk will administer the oath.

10 (MARIA ORTIZ, sworn.)

11 MS. ORTIZ: Maria Ortiz, M-A-R-I-A, O-R-T-I-Z.

12 THE COURT: Ms. Ortiz, do you understand you've just  
13 taken an oath to tell the truth and so if I or the attorneys  
14 ask you a question, then you're answering under oath?

15 MS. ORTIZ: Yes.

16 THE COURT: Okay. If I ask you anything that you  
17 don't understand, then ask me to clarify it and I'll be glad  
18 to. Will you do that?

19 MS. ORTIZ: Yes.

20 THE COURT: Also, at any time you need to confer  
21 further with Mr. Frost or Mr. Lockman, just tell me so and  
22 we'll take a break so that you can confer with them in any way  
23 that you need to. Okay?

24 MS. ORTIZ: Okay.

25 THE COURT: Have you met with your attorneys

1 regarding the settlement of this case?

2 MS. ORTIZ: Yes.

3 THE COURT: And throughout the case have your  
4 attorneys kept you informed of developments in the litigation?

5 MS. ORTIZ: Yes.

6 THE COURT: Are you satisfied with the services and  
7 the efforts of the attorneys on your behalf?

8 MS. ORTIZ: Yes.

9 THE COURT: Do you understand that there's no  
10 obligation on you to settle any case, you have a right to go  
11 to trial and to see what a jury does with this case? Do you  
12 understand that?

13 MS. ORTIZ: Yes.

14 THE COURT: And at the trial you would have the right  
15 to have your attorneys present the case subject to  
16 cross-examination by the defendants. The defendants would  
17 call their witnesses as well. I would instruct the jury on  
18 the law and the jury would make a decision about whether you  
19 and your attorneys have proved your case. Do you understand  
20 that?

21 MS. ORTIZ: Yes.

22 THE COURT: Do you also understand if you agree to  
23 resolve this case today, that is, to settle the case, that  
24 there would be no trial?

25 MS. ORTIZ: Yes.

1 THE COURT: In other words, you would be giving up  
2 your right to trial by jury, you would be giving it up on  
3 behalf of yourself, on behalf of the estate, and on behalf of  
4 your son. Do you understand that?

5 MS. ORTIZ: Yes.

6 THE COURT: And is that what you wish to do?

7 MS. ORTIZ: Yes.

8 THE COURT: Are you making this decision freely and  
9 voluntarily?

10 MS. ORTIZ: Yes.

11 THE COURT: Have you considered the pluses and  
12 minuses of settling the case versus going to trial?

13 MS. ORTIZ: Yes.

14 THE COURT: And specifically, have you considered the  
15 risks of going to trial, including the risk that there might  
16 be no recovery of money?

17 MS. ORTIZ: Yes.

18 THE COURT: Now, have you discussed the amounts with  
19 your attorney that Mr. Frost placed on the record a few  
20 moments ago?

21 MS. ORTIZ: Yes.

22 THE COURT: And by the amounts I mean \$180,000 for  
23 the total recovery, minus \$12,901.14 in expenses, are you  
24 aware of that?

25 MS. ORTIZ: Yes.

1 THE COURT: That leaves a net recovery of  
2 \$167,098.86. And so after the expenses are paid, then there's  
3 this sum of 167,000 plus. And under the settlement that would  
4 be divided two ways, your attorneys would get one-half of it,  
5 which is \$83,349.43. Do you understand that?

6 MS. ORTIZ: Yes.

7 THE COURT: Do you approve that?

8 MS. ORTIZ: Yes.

9 THE COURT: Do you feel that that fee is reasonable  
10 for the work that your attorneys put into the case?

11 MS. ORTIZ: Yes.

12 THE COURT: And you in your capacity as the  
13 administrator of the estate of Mr. Rivera would receive  
14 \$83,349.43. Do you understand that?

15 THE WITNESS: Yes.

16 THE COURT: And that estate would be administered  
17 through the surrogate of Burlington County where you live. Is  
18 that your understanding?

19 MS. ORTIZ: Yes.

20 THE COURT: Is it correct you live in Pemberton, New  
21 Jersey?

22 MS. ORTIZ: Yes.

23 THE COURT: One of the requirements is that you get  
24 bonded as the administrator through the surrogate of  
25 Burlington County before you can receive this money. Do you

1 understand that?

2 MS. ORTIZ: Yes.

3 THE COURT: And bonding means generally that you have  
4 to use the money legitimately, you have to spend it only for  
5 purposes that are permitted. And that if you fail to do that  
6 that, first, you'd be violating the law and, second, there  
7 would be a bonding company that could step in to repair your  
8 mistakes. Do you understand that?

9 MS. ORTIZ: Yes.

10 THE COURT: Do you understand that if you settle the  
11 case, that you can never come back, and neither could your  
12 son, to claim that this settlement was not enough?

13 MS. ORTIZ: Yes, I understand.

14 THE COURT: In other words, it's a compromise but  
15 it's also final. Do you understand that?

16 MS. ORTIZ: Yes.

17 THE COURT: And because your son is not yet 18 years  
18 old, you're the only one that can make that decision for him  
19 about what is a fair way to settle this case. Do you  
20 understand that?

21 MS. ORTIZ: Yes.

22 THE COURT: Do you have any questions of me about  
23 this process or this procedure?

24 MS. ORTIZ: No.

25 THE COURT: I'm told that there's a written

1 settlement agreement, that it may have to be slightly  
2 redrafted to reflect what's called a capacity in which you're  
3 receiving this money. The capacity in which you're receiving  
4 this money, as I understand it, is as the administrator of the  
5 estate of the late Mr. Rivera. Is that your understanding as  
6 well?

7 MS. ORTIZ: Yes.

8 THE COURT: And you've been named administrator  
9 because Mr. Rivera's next of kin is his child and you're the  
10 child's mother. Is that your understanding?

11 MS. ORTIZ: Yes.

12 THE COURT: Do you know of any other children that  
13 Mr. Rivera has?

14 MS. ORTIZ: No, he doesn't have any more children.

15 THE COURT: Okay. And could you state the name of  
16 your child who will be receiving the benefit of this?

17 MS. ORTIZ: Jorge Ariel Rivera.

18 THE COURT: Can you spell his middle name?

19 MS. ORTIZ: A-R-I-E-L.

20 THE COURT: And how old is Jorge?

21 MS. ORTIZ: 12 years old.

22 THE COURT: Have you discussed this settlement with  
23 Jorge?

24 MS. ORTIZ: Yes.

25 THE COURT: And do you think he understands it?

1 MS. ORTIZ: Yes, but -- yes, he understands.

2 THE COURT: Okay. Do the attorneys, beginning with  
3 Mr. Frost, have any questions for Ms. Ortiz?

4 MR. FROST: Judge, I have no other questions other  
5 than what I have represented to the Court and what Ms. Ortiz  
6 has indicated to you are consistent with my representations so  
7 I have no further questions. I think the Court did ask if  
8 she's satisfied with our services.

9 THE COURT: Yes, I did, and she said that she is.  
10 Mr. Rizzo, any questions?

11 MR. RIZZO: Yes, sir, a couple.

12 THE COURT: Okay.

13 MR. RIZZO: Ms. Ortiz, do you understand that the  
14 \$180,000 includes all the possible claims that you could have  
15 made or that may arise in the future if you think they're  
16 related to this incident?

17 MS. ORTIZ: Yes, I do.

18 MR. RIZZO: Okay. And do you also understand that  
19 the \$180,000 should there be -- should the estate, that is,  
20 Mr. Rivera's estate have any liens against it, tax liens,  
21 income tax liens, business liens, that those would have to be  
22 payable out of the \$180,000, that there wouldn't be any  
23 additional moneys if in fact it turns out there are such liens  
24 or encumbrances against the estate?

25 MS. ORTIZ: Can you repeat that?

1 THE COURT: Why don't you break it down into parts?  
2 And I think you should use the 83,000.

3 MR. RIZZO: You're right, Judge.

4 As the administratrix of Mr. Rivera's estate, you'll be  
5 responsible, as I understand it, for paying any debts that the  
6 estate may have when you go through the papers and notify  
7 people. There may be tax liens, maybe he owes tax money to  
8 the State of New Jersey, maybe he owes it to the federal  
9 government, maybe there is a lien against him because he  
10 didn't pay a debt or something like that. Do you understand  
11 those things could be possible, right?

12 MS. ORTIZ: Yes.

13 MR. RIZZO: All right. And if in fact they do exist,  
14 that those would have to be paid out of the moneys that you  
15 get as the administratrix of the estate, which is the \$83,000.

16 MS. ORTIZ: Yes, I understand.

17 MR. RIZZO: Okay. That you can't come back to the  
18 state and say, well, I didn't know about these, I want more  
19 money to cover this so I keep the whole 83,000. Do you  
20 understand that?

21 MS. ORTIZ: Yes.

22 MR. RIZZO: And if there happened to be any kind of  
23 expenses, funeral expenses, medical expenses, those also come  
24 out of the \$83,000, you can't come back to the state and ask  
25 for additional money to cover that. Do you understand that?



1 MS. ORTIZ: Yes.

2 MR. RIZZO: Okay. Do you have any questions of me  
3 about what I just asked you or the state's portion of paying  
4 this money to you?

5 MS. ORTIZ: No.

6 MR. RIZZO: Thank you, Judge.

7 THE COURT: Thank you, Mr. Rizzo.

8 Mr. Connell?

9 MR. CONNELL: No questions.

10 THE COURT: Okay. Ms. Ortiz, overall do you believe  
11 that the settlement is fair?

12 MS. ORTIZ: Yes.

13 THE COURT: Do you believe that it's reasonable  
14 taking into account the pluses and minuses of this case?

15 MS. ORTIZ: Yes.

16 THE COURT: Is there any reason I should not approve  
17 this settlement?

18 MS. ORTIZ: No.

19 THE COURT: All right. And again, do you have any  
20 questions about anything you've heard today or anything you've  
21 seen?

22 MS. ORTIZ: No.

23 THE COURT: All right. If there's no other  
24 questions, Ms. Ortiz, you can step down.

25 MS. ORTIZ: Thanks, your Honor.

1 THE COURT: Okay. Do you have the release documents?  
2 Since everyone is here, can they be pen and inked with the  
3 changes that you have in mind or would you rather circulate?

4 MR. RIZZO: I think I would rather wait, your Honor,  
5 to be honest with you. We do have the document but it doesn't  
6 reflect really I think appropriately for the way it should.

7 THE COURT: You'd rather start over than to pen and  
8 ink changes to it?

9 MR. RIZZO: I would. I would, yes. Not only for the  
10 reason that it makes me feel better, when we send to the  
11 finance office to be paid, I don't want any questions this is  
12 not appropriate. I want a document that's going to sail  
13 through without any kind of problem or question from them  
14 because that will hold things up even longer.

15 THE COURT: Let me outline my findings. And who  
16 wants to be the scrivener of a judgment for today's hearing?

17 MR. LOCKMAN: I can do it.

18 MR. FROST: Mr. Lockman.

19 THE COURT: Okay. Now, of course, a transcript will  
20 be available if needed. And it's not all that complicated but  
21 let me summarize as follows, and then I will ask Mr. Lockman  
22 to submit an appropriate order within a few days.

23 MR. LOCKMAN: Okay.

24 THE COURT: The matter is before me upon a motion by  
25 the parties for approval of a settlement that inures to the

1 benefit of a minor. And I've had the benefit of the arguments  
2 of counsel and reviewing the settlement and I understand the  
3 terms of the settlement.

4 Now, the first provision is that the plaintiff Maria  
5 Ortiz on behalf of Jorge Rivera, a minor, has agreed to  
6 dismiss the wrongful death claim, which was brought on behalf  
7 of Jorge Rivera, a minor. The settlement goes forward based  
8 upon the claim that would have gone to trial, and it was  
9 scheduled for trial in fact today, which is the claim of Maria  
10 Ortiz on behalf of the Estate of Jorge E. Rivera, the  
11 decedent, that claim is a survivor's act claim under New  
12 Jersey law. And that claim is being settled as a product of  
13 arm's length negotiations between the attorneys for the  
14 parties, including each of the attorneys who are here today,  
15 Mr. Frost and Mr. Lockman on behalf of the plaintiff, Deputy  
16 Attorney General Rizzo and Deputy Attorney General Adams, as  
17 well as John Connell on behalf of the defendants. And under  
18 the settlement, there'll be a gross sum of \$180,000 paid to  
19 the attorney for the plaintiff. And I understand it's  
20 Mr. Lockman who actually has the New Jersey trust account so  
21 this money will have to go through the New Jersey trust  
22 account. From that I am approving the disbursement of  
23 \$12,901.14 in expenses. This disbursement is made to the  
24 plaintiff's attorneys, Mr. Frost's firm. Of the remainder,  
25 which is a net recovery of \$167,098.86, Mr. Lockman and

1 Mr. Frost will be authorized to pay over the sum of 83,349.43  
2 to the estate only upon the issuance by the surrogate of  
3 Burlington County of the requisite authorization for the  
4 administratrix of that estate, Maria Ortiz, to receive the  
5 money and be bonded for it. But, as soon as that occurs, then  
6 plaintiff's counsel are authorized to make disbursement to  
7 Ms. Rivera in that sum for the benefit of the Estate of Jorge  
8 E. Rivera. At that time the plaintiff's counsel may also  
9 disburse to themselves the sum of \$83,349.43 representing the  
10 compromised value of attorney's fees in this case.

11 I find that this is a fair settlement. It is the  
12 product of four years of litigation over a very tragic event.  
13 No one knows what a jury would have made of this difficult  
14 case. I agree with counsel on both sides who characterized it  
15 as a claim that even though there was a death, is one that's  
16 difficult to prove under the constitutional law that applies  
17 here. That if it were proved, the value might well be higher  
18 than this compromised figure and if it weren't proved, the  
19 amount would not only be zero but would be negative because it  
20 would cost more money to pursue such a verdict. I find that  
21 Ms. Ortiz, Maria Ortiz, who testified today, understands and  
22 freely and voluntarily accepts this settlement. That she  
23 further understands and voluntarily dismisses with prejudice  
24 the wrongful death claim that had been filed on behalf of her  
25 son. I find that she has been well served by her attorneys,

1 that she indeed is satisfied with her attorneys. I find that  
2 she also understands that neither she or her son Jorge Ariel  
3 Rivera, age 12, can come forward and claim that there's any  
4 additional moneys owed by these defendants for anything  
5 related to this incident and this lawsuit, whether the claims  
6 were or were not made in the past and whether the claims might  
7 or might not have been made in the future, that it's a full  
8 and final settlement of these defendants' liabilities, if any,  
9 to the plaintiff and her son.

10 I also find that Ms. Ortiz is a suitable person to  
11 protect the assets of the estate, which will be for the  
12 benefit of her son. I'm aware that if there are any other  
13 liens against the estate, that her son may not receive the  
14 full benefit. I'm not aware of any such liens actually  
15 existing.

16 Is anybody? I mean that's a question that I have.

17 MR. RIZZO: No, your Honor.

18 MR. FROST: No.

19 THE COURT: Okay. And it would seem unlikely that  
20 there would be tax liens, for instance, against the late  
21 Mr. Rivera if he never had a job or filed tax returns.

22 MR. RIZZO: I don't expect any to be found, your  
23 Honor, but we automatically do lien searches on whoever we  
24 disburse money to. I honestly, considering the circumstances  
25 of this case, do not expect to find anything.

1 MR. FROST: Judge, I asked Ms. Ortiz in the past and  
2 we are not familiar with any liens in this file. Obviously,  
3 if something comes up, Ms. Ortiz knows that she's responsible,  
4 but we are not aware of any as of this date and I also doubt  
5 if anything is going to pop up.

6 THE COURT: Yeah. And there may be incidental fees,  
7 for instance, the bonding fee. I don't know how much that is  
8 but I'm sure it's a fairly nominal amount. There may be costs  
9 of the surrogate's office itself. Again, I'm not aware of the  
10 fee schedule, but whatever it is it would have to be out of  
11 the estate. If there are judgments, it would take priority  
12 against Mr. Rivera, the decedent, then it's conceivable that  
13 they might have to be paid out of the estate or it could be  
14 they're extinguished on his death. But no one is aware of any  
15 such judgments, claims, liens and so on.

16 And finally the cost of funeral, if there's funeral  
17 expenses, it's one of the first things that has to be paid out  
18 of the estate. I put this on the record not to try to  
19 globalize every possible expense that may have to be paid out  
20 of the expense, the actual recovery for the minor plaintiff is  
21 going to be somewhat less than the \$83,000 that's going into  
22 the estate, it's not a direct passthrough because there's  
23 expenses of the estate itself.

24 And, nonetheless, I do approve this settlement for the  
25 benefit of the minor plaintiff. I approve that this is a fair

1 and reasonable way to resolve the claim that was brought on  
2 behalf of Jorge Ariel Rivera, age 12, now age 12. It could  
3 well have been that Jorge Ariel Rivera, age 12, had the case  
4 gone to trial would not have prevailed, would have received  
5 nothing, and this is a compromise where at least he would  
6 receive a reasonable sum given all of the circumstances. It's  
7 a case where I'm not aware that there was any great economic  
8 relationship between the decedent and his son, in other words,  
9 I'm not aware that young Jorge was dependent upon his father  
10 for any meaningful support. So again, by that measure this is  
11 a reasonable settlement.

12 And so those are my findings. I'll ask that  
13 Mr. Lockman prepare the appropriate judgment. I understand  
14 the parties are going to redo the written release and I'll  
15 encourage you to do that quickly because it does take about  
16 60 days after that before the state can cut its check.

17 Are there any questions about these findings? Is there  
18 any area that I've missed?

19 MR. RIZZO: No, sir.

20 MR. FROST: No questions from plaintiff. The only  
21 thing I would request, since we're going to redo this, I would  
22 like to get it as soon as possible and have it signed before  
23 Thanksgiving so we can get the process moving with respect to  
24 the surrogate.

25 MR. RIZZO: It's not a problem. Ms. Adams will take

1 care of that.

2 THE COURT: All right. Mr. Frost and Mr. Lockman,  
3 would your office be representing Ms. Ortiz in her dealings  
4 with the surrogate, are you able to help her?

5 MR. FROST: We're going to assist her in setting this  
6 up for that. If in fact it's beyond our expertise going  
7 forward, I have in the past used other counsel for that. But  
8 we will assist her in setting up and going to the surrogate's  
9 and making sure that's all done correctly.

10 THE COURT: I'm told it's easy to do for those who  
11 have gone through it, hard for those who haven't. But I do  
12 want the order to be specific that payment to Ms. Ortiz is  
13 contingent upon the I's being dotted and the T's being crossed  
14 in the Burlington County surrogate's office. And as soon as  
15 that bond is in place and any other requirements the surrogate  
16 has, then the payment can be made to her. And this will be  
17 the framework for that and you may well need this order in  
18 order to accomplish the rest of it with the surrogate, so  
19 that's why I'll sign the judgment as soon as it comes in.

20 Ms. Ortiz, good luck to you. Your case is over now and  
21 I hope that it's at least some measure of relief and  
22 satisfaction.

23 MS. ORTIZ: Thank you, your Honor.

24 THE COURT: Thank you, Ms. Ortiz. Good luck.

25 We're adjourned.



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MR. FROST: Thank you, your Honor.

MR. LOCKMAN: Thank you, your Honor.

MR. RIZZO: Thank you, your Honor.

MS. ADAMS: Thank you, your Honor.

MR. CONNELL: Thank you, your Honor.

(Proceedings Concluded)

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C E R T I F I C A T E

I, **Lisa Marcus, CCR**, Official United States Court Reporter and Certified Shorthand Reporter of the State of New Jersey, do hereby certify that the foregoing is a true and accurate transcript of the testimony as taken stenographically by and before me at the time, place and on the date hereinbefore set forth.

I do further certify that I am neither a relative nor employee nor attorney nor counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel and that I am not financially interested in this action.

/S/ Lisa Marcus, CRR  
**LISA MARCUS, CCR**  
Certificate No. 1492  
Date: December 21, 2015

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