

CIVIL RECORDS
N.J. SUPERIOR COURT
MIDDLESEX VICINAGE

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FILED & RECEIVED #4

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Attorneys for Plaintiff, Edwin Rodriguez

EDWIN RODRIGUEZ,

Plaintiff,

v.

CITY OF PERTH AMBOY, PERTH AMBOY
POLICE DEPARTMENT, DAVIS SALAZAR,
LUIS PEREZ, MARINO DIAZ, and JOHN
DOES 1 through 10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY
DOCKET NO: MID-L-6473-13

Civil Action

**AMENDED COMPLAINT
AND
JURY DEMAND**

Plaintiff, Edwin Rodriguez, by and through his attorneys, Schiller & Pittenger, P.C., does hereby allege against the named Defendants herein as follows:

Jurisdiction and Venue

1. This is an action in a case of actual controversy and is brought pursuant to the *Rules Governing the Courts of the State of New Jersey*. Venue is proper in Middlesex County pursuant to Rule 4:2-3 of the *Rules Governing the Courts of the State of New Jersey* inasmuch as the claims arose in said County.

The Parties

2. At all relevant times hereto, Plaintiff, Edwin Rodriguez ("Plaintiff") resided at 188 State Street in the City of Perth Amboy, County of Middlesex and State of New Jersey.

3. At all times relevant hereto, Defendant, City of Perth Amboy, was a municipal corporation duly incorporated under the laws of the State of New Jersey (hereinafter, "City").

4. At all times relevant hereto, Defendant Perth Amboy Police Department was a division of the City, duly constituted and charged with the duty and responsibility of enforcing the law and supervising its employees (hereinafter "PAPD").

5. At all times relevant hereto, Defendant Davis Salazar was employed as a police officer by the City and/or the PAPD (hereinafter "Salazar"). He is sued in his individual and official capacity.

6. At all times relevant hereto, Defendant Marino Diaz was employed as a Police officer by the City and/or the PAPD (hereinafter "Diaz"). He is sued in his individual and official capacity.

7. At all times relevant hereto, Defendant Luis Perez was employed as a police officer by the City and/or the PAPD (hereinafter "Perez"). He is sued in his individual and official capacity.

8. Defendant John Does 1-20, being fictitious identities and representing unnamed agents, servants and employees of the City and/or the PAPD who violated the Plaintiff's rights and/or were a proximate cause or substantial factor in his damages. They are sued in their individual and official capacities.

9. At all times relevant hereto, Defendants City and/or PAPD, acting under color of law, were responsible for the hiring, training, supervision, discipline, retention, termination and promotion of the City police officers, inclusive of the defendants herein.

10. At all times relevant hereto, Defendants herein were acting under color of law, pursuant to the statutes, constitution, ordinances, regulations, policies and customs of the State of New Jersey.

11. At all times relevant hereto, Defendant police officers were agents, servants and employees of the City and/or the PAPD acting in their official capacity as police officers, and were

charged with the duty and responsibility to enforce and abide by the Constitution and laws of the State of New Jersey, and the charter, municipal laws and ordinances of the City.

Facts Common to All Counts

12. On or about September 5, 2013, Salazar illegally entered Plaintiff's residence where he illegally arrested and assaulted Plaintiff.

13. On or about September 5, 2013, with a malicious motive and without probable cause that Plaintiff had committed an offense, Salazar charged the Plaintiff with the following offenses:

- a. Obstruction, in violation of *N.J.S.A. 2C:29-1(a)*;
- b. Disorderly Conduct in violation of *N.J.S.A. 2C:33-2(a)(1)*;
- c. Resisting Arrest, in violation of *N.J.S.A. 2C:29-2(a)(1)*; and
- d. Unlawful Possession of a Weapon, in violation of *N.J.S.A. 2C:39-5(d)*. This count was later downgraded to *N.J.S.A. 2C:33-2(a)(2)*.

14. At all times relevant hereto, by their presence at the scene and for other reasons, Diaz and Perez were aware of the numerous untruths in, and malicious nature of, Salazar's report concerning this incident, yet took no action to see that the report was corrected and failed to notify their superiors of Salazar's wrongful conduct and untrue report.

15. On May 29, 2014, the trial of the above charges was upheld in the Perth Amboy Municipal Court. Salazar gave extensive testimony in connection with the aforesaid complaints and charges.

16. Salazar's testimony at the trial was knowingly false and given with malicious motives as to the facts relating to the circumstances and arrest of Plaintiff on September 5, 2013.

17. As a direct result of Salazar's untruthful police report and untruthful testimony at the trial, Plaintiff was found guilty of *N.J.S.A. 2C:33-2(a)(2)* and *N.J.S.A. 2C:33-2(a)(1)*.

18. On or about June 16, 2014, Plaintiff was arrested and remanded to the Middlesex County Jail on a parole violation caused by the court's findings of guilt at the trial on May 29, 2014.

19. On or about July 1, 2014, at Plaintiff's parole violation hearing, Salazar testified as a witness against Plaintiff and on behalf of the New Jersey Division of Parole.

20. Salazar's testimony was again malicious and knowingly false at the parole violation hearing with respect to the facts related to the circumstances and arrest of Plaintiff on September 5, 2013.

21. Based on Salazar's untrue testimony at the May 29, 2014 trial, and at the parole violation hearing, Plaintiff was found to have violated the conditions of his parole.

22. As a result of this finding, Plaintiff was remanded to the New Jersey Department of Corrections.

23. Plaintiff remained in the custody of the New Jersey Department of Corrections through August 25, 2014.

24. Plaintiff appealed the court's findings of guilt at the May 29, 2014 trial.

25. On October 14, 2014, the Superior Court, Law Division reversed and vacated the findings of guilt on complaint numbers W-2013-1098 and W-2013-1099.

26. On November 14, 2014, Salazar testified untruthfully at the re-trial of the matter of *State of New Jersey v. Edwin Rodriguez* with respect to the facts related to the circumstances and arrest of Plaintiff on September 5, 2013.

27. Following the re-trial on November 14, 2014, the remaining charges under complaints W-2013-1098 and W-2013-1099 were dismissed by the Court.

28. As a result of the malicious prosecution of these criminal charges by Salazar, Plaintiff's parole was violated, he spent time in jail and he has accumulated significant legal fees for the defense of these matters.

29. The Defendants' actions as stated herein were performed under color of state law and in violation of Plaintiff's Civil and Constitutional Rights.

30. Defendants actions were willful and wanton and were without probable cause of

Plaintiff's commission of a criminal offense.

31. As a result of the excessive force, assault, battery and violent attack by the defendant police officers, Plaintiff was caused to sustain serious and permanent injury which has required extensive medical treatment and expense.

32. As a result of the malicious prosecution by defendants herein, Plaintiff was caused to suffer severe emotional distress and mental anguish.

33. Plaintiff continues to suffer pain and disability due to the intentional and negligent actions of the Defendants.

34. Plaintiff's injuries are permanent in nature and will require medical treatment and expenses in the future.

35. By reason of the foregoing, the Plaintiff has been, continues to be, and will in the future be, damaged.

First Count

36. Plaintiff repeats and realleges each and every allegation set forth in Paragraphs 1 through 35 above as if set forth at length herein.

37. Salazar, Diaz and Perez used excessive force on Plaintiff and therefore did deprive him of substantive Due Process and Equal Protection of the Law under the New Jersey State Constitution.

38. Salazar, Diaz and Perez were all acting in their official capacities and their tortious conduct was carried out under color of law as agents, servants and employees of the City and PAPD.

39. As a proximate result of the aforesaid conduct, Plaintiff has been, and continues to be, damaged.

WHEREFORE, Plaintiff demands judgment against the Defendants for compensatory and punitive damages, together with interest, costs of suit and attorney's fees.

Second Count

40. Plaintiff repeats the allegations of Paragraphs 1 through 39 of the Complaint as if same were set forth herein at length.

41. At all times relevant hereto, Defendants were acting under color of law.

42. The actions of the Defendants as alleged herein have deprived Plaintiff of rights and privileges secured to him by the New Jersey Constitution and other laws.

43. Pursuant to Article I, Section 1 of the New Jersey Constitution, all persons have certain natural and unalienable rights, among which are those of enjoying and defending life and liberty, and of pursuing and obtaining safety and happiness.

44. Pursuant to Article I, Section 7 of the New Jersey Constitution, all persons have the right to be secure in their persons and houses against unreasonable searches and seizures, which shall not be violated.

45. Plaintiff has been deprived of these rights and his privileges which have also been interfered with by Defendants actions as set forth herein.

46. This deprivation of, and interference with, Plaintiff's rights and privileges are the result of the conduct of the Defendants.

47. Defendants' conduct as described herein violated the provisions of the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 et seq.

WHEREFORE, Plaintiff demands judgment against the Defendants for compensatory and punitive damages, together with interest, costs of suit and attorney's fees.

Third Count

48. Plaintiff repeats and realleges each and every allegation set forth in Paragraphs 1 through 47 above as if set forth at length herein.

49. Salazar filed criminal complaints against Plaintiff alleging violations of *N.J.S.A. 2C:33-2(a)(1)*, *N.J.S.A. 2C:29-1(a)*, *N.J.S.A. 2C:39-5(d)* and *N.J.S.A. 2C:29-2(a)(1)*.

50. The aforesaid criminal offenses were the subject of a trial in the Perth Amboy Municipal Court on May 29, 2014, at which Plaintiff was found guilty of the charges.

51. The above charges and trial were the result of Salazar's unlawful conduct and knowingly untruthful facts in his report of the incident.

52. On or before November 14, 2014, all of these charges against Plaintiff were dismissed by the court. As such, the criminal proceedings against Plaintiff terminated favorably to him.

53. There was no probable cause for the offenses brought by Salazar against Plaintiff.

54. As a result of the malicious prosecution of charges, Plaintiff has and will continue to suffer damages which include, but are not limited to, emotional distress so severe that no reasonable person could be expected to endure.

WHEREFORE, Plaintiff demands judgment against the Defendants for compensatory and punitive damages, together with interest, costs of suit and attorney's fees.

Fourth Count

55. Plaintiff repeats the allegations of paragraphs 1 through 54 of the Complaint as if same were set forth herein at length.

56. The City and PAPD are liable to the Plaintiff by virtue of vicarious liability and respondeat superior for wrongful acts of the Defendants.

57. At all times relevant hereto, Defendants acted within the scope of their employment by the City and/or PAPD.

58. The City and PAPD are liable, as above, for the wrongful acts of the Defendants even if committed outside the scope of their employment.

59. As a proximate result of Defendants' conduct, Plaintiff has and will suffer damages, inclusive of serious and permanent injuries, which will require medical treatment and expenses in the future.

WHEREFORE, Plaintiff demands judgment against the Defendants for compensatory and punitive damages, together with interest, costs of suit and attorney's fees.

Fifth Count

60. Plaintiff repeats the allegations of paragraphs 1 through 59 of the Complaint as if same were set forth herein at length.

61. The wrongful acts of Salazar, Diaz and Perez were willful, wanton and in reckless disregard of causing serious harm to the rights of Plaintiff.

62. As a proximate result of the wrongful acts by Salazar, Diaz and Perez, Plaintiff has suffered damages, inclusive of serious and permanent injuries, which will require medical treatment and expenses into the future.

WHEREFORE, Plaintiff demands judgment against the Defendants for compensatory and punitive damages, together with interest, costs of suit and attorney's fees.

Sixth Count

63. Plaintiff repeats the allegations of paragraphs 1 through 62 of the Complaint as if same were set forth herein at length.

64. The City and PAPD knew, or should have known, of the particular unfitness, incompetence and dangerous attributes of Salazar both when he was hired and thereafter.

65. The City and PAPD knew, or should have known, that such attributes created a serious risk of harm to others.

66. Such attributes were the cause of the wrongful acts perpetrated upon Plaintiff by Salazar.

67. As a proximate result of said conduct and negligence of the City and PAPD, Plaintiff has suffered damages, inclusive of serious and permanent injuries, which will require medical treatment and expenses into the future.

WHEREFORE, Plaintiff demands judgment against the Defendants for damages, together

with interest, costs of suit and attorney's fees.

Seventh Count

68. Plaintiff repeats the allegations of paragraphs 1 through 67 of the Complaint as if same were set forth herein at length.

69. The City and PAPD, after becoming aware of Salazar's dangerous attributes and wrongful conduct, retained him as an employee.

70. Salazar continued to violate the polices of the PAPD, the laws of the State of New Jersey, and Plaintiff's rights.

71. The City and PAPD acted negligently and/or in reckless disregard of serious harm to the rights of Plaintiff.

72. As a result of said actions by the City and PAPD, Plaintiff has suffered damages, inclusive of serious and permanent injuries, which will require medical treatment and expenses into the future.

WHEREFORE, Plaintiff demands judgment against the Defendants for damages, together with interest, costs of suit and attorney's fees.

Eighth Count

73. Plaintiff repeats the allegations of paragraphs 1 through 72 of the Complaint as if same were set forth herein at length.

74. Defendants' negligence caused Plaintiff fright from a reasonable fear of immediate-personal injury, which injuries did in fact occur.

75. As a proximate result of the Defendants' actions, Plaintiff has suffered the aforesaid damages as well as emotional distress so severe that no reasonable person could be expected to endure.

WHEREFORE, Plaintiff demands judgment against the Defendants for damages, together with interest, costs of suit and attorney's fees.

Ninth Count

76. Plaintiff repeats the allegations of paragraphs 1 through 75 of the Complaint as if same were set forth herein at length.

77. Defendants' actions as aforesaid were extreme and outrageous conduct directed at the Plaintiff.

78. Defendants' actions were done intentionally in a way intended to produce emotional distress or were reckless in deliberate disregard of a high degree of probability that emotional distress would follow.

79. Defendants' misconduct proximately caused Plaintiff emotional distress so severe that no reasonable person could be expected to endure it.

80. As a proximate result of the Defendants' actions, Plaintiff has suffered the aforesaid damages as well as emotional distress.

WHEREFORE, Plaintiff demands judgment against the Defendants for compensatory and punitive damages, together with interest, costs of suit and attorney's fees.

Tenth Count

81. Plaintiff repeats the allegations of paragraphs 1 through 80 of the Complaint as if same were set forth herein at length.

82. Defendants committed multiple torts against Plaintiff as aforesaid.

83. Defendants' acts or omissions were actuated by actual malice or accompanied by a wanton and willful disregard of Plaintiff's rights and privileges.

84. Defendants City and PAPD authorized, participated in, or ratified the wrong act.

85. Plaintiff suffered harm as a result of such acts and omissions of Defendants.

WHEREFORE, Plaintiff demands judgment against the Defendants for compensatory and punitive damages, together with interest, costs of suit and attorney's fees.

Eleventh Count

86. Plaintiff repeats the allegations of paragraphs 1 through 85 of the Complaint as if same were set forth herein at length.

87. Diaz and Perez were present at the scene and witnessed Salazar's wrongful conduct on September 5, 2013.

88. Diaz and Perez were aware, or should have been aware, that the report prepared by Salazar concerning this incident contained untrue facts which falsely accused Plaintiff of wrongful conduct.

89. Despite this knowledge, Diaz and Perez failed to take any action to correct the report and failed to notify their superiors.

90. Such failure to act by Diaz and Perez was in violation of their duties and responsibilities as police officers and as agents, servants and employees of the City and/or PAPD.

91. As a proximate result of the actions and/or inaction of Diaz and Perez, Plaintiff has and will continue to suffer damages as well as emotional distress so severe that no reasonable person could be expected to endure.

WHEREFORE, Plaintiff demands judgment against the Defendants for damages, together with interest, costs of suit and attorney's fees.

Twelfth Count

92. Plaintiff repeats the allegations of paragraphs 1 through 91 of the Complaint as if same were set forth herein at length.

93. Diaz and Perez owed to Plaintiff a duty to take action to correct the untruths in Salazar's report, to notify their superiors of said untruths and to notify their superiors of Salazar's wrongful conduct.

94. Diaz and Perez failed to so do and thereby breached their duty to Plaintiff.

95. Diaz and Perez were negligent in their actions and/or inaction.

96. As a proximate result of the actions and/or inaction of Diaz and Perez, Plaintiff has and will continue to suffer damages as well as emotional distress so severe that no reasonable person could be expected to endure.

WHEREFORE, Plaintiff demands judgment against the Defendants for damages, together with interest, costs of suit and attorney's fees.

Thirteenth Count

97. Plaintiff repeats the allegations of paragraphs 1 through 96 of the Complaint as if same were set forth herein at length.

98. The City and PAPD owed to Plaintiff a duty to be aware of the wrongful acts and false report submitted by Salazar in connection with the September 5, 2013 incident.

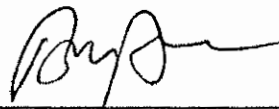
99. The City and PAPD breached this duty to Plaintiff and were negligent.

100. The negligence of the City and PAPD allowed the charges against him to remain and caused all of the damages which flowed from said charges.

101. As a proximate result of the Defendants' negligence, Plaintiff has and will continue to suffer damages as well as emotional distress so severe that no reasonable person could be expected to endure.

WHEREFORE, Plaintiff demands judgment against the Defendants for damages, together with interest, costs of suit and attorney's fees.

SCHILLER & PITTENGER, P.C.
Attorneys for Plaintiff

By: 
BRIAN S. SCHILLER

Dated: 1/23/15

Designation of Trial Counsel

The Court is advised that Brian S. Schiller, Esq. is designated as trial counsel for the within action.

Jury Demand

Plaintiff demands a trial by jury on all issues.

Reservation of Rights

Plaintiff reserves the right to file such specific amendments and/or additional claims as are applicable hereinafter to this action and/or as the same are subsequently discovered.

Demand for Interrogatories

Pursuant to Rule 4:17-1(b)(2), Plaintiff demands from Defendants answers to Form C interrogatories.

Certification in Accordance with Rule 4:5-1

I certify that the matter in controversy is not the subject of any other court or arbitration proceeding and no such proceeding is contemplated. Upon information and belief no other party should be joined in this proceeding.

SCHILLER & PITTENGER, P.C.
Attorneys for Plaintiff

By: 
BRIAN S. SCHILLER

Dated: 1/23/15

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated April 29, 2016, is given

BY the Releasor, **EDWIN RODRIGUEZ,**

TO the Releasee, **CITY OF PERTH AMBOY,** referred to as the "Settling Defendant".


RELEASE:

1. Plaintiff, **Edwin Rodriguez,** releases and gives up any and all claims and rights against the **City of Perth Amboy** (hereinafter referred to as the "Settling Defendant") in consideration of the payment of the sum of eight hundred fifty thousand dollars (\$850,000.00). This settlement releases all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now including the incident of **September 05, 2013.** I also specifically release the following claims: Any and all claims for alleged violations of Plaintiff's Federal and/or State constitutional civil rights and/or commission of common law torts, claims for compensatory and punitive damages, claims for counsel fees and costs, which claims are more particularly set forth in the Complaint and Amended Complaint filed in the Superior Court of New Jersey, County of Middlesex, Law Division entitled, Edwin Rodriguez v. City of Perth Amboy, Perth Amboy Police Department, Police Officer Davis Salazar, Police Officer Luis Perez, and Police Officer Marino Diaz, bearing Docket Number MID-L-6473-13. This Release shall not apply to any and all claims related to the arrest of the Releasor on March 10, 2016 under Complaint No. S-2016-403.
2. Plaintiff, **Edwin Rodriguez,** further waives any rights which Plaintiff may have under Federal and/or State Statutes to petition the Court for payment of counsel fees and costs incurred concerning these claims and understand that these settlement funds incorporate all claims for counsel fees and costs incurred by Plaintiff.
3. Plaintiff, **Edwin Rodriguez,** further acknowledges that the settlement of all of the aforesaid claims including claims which are particularly set forth in the Complaint and Amended Complaint filed in the Superior Court of New Jersey, County of Middlesex, Law Division entitled, Edwin Rodriguez v. City of Perth Amboy, Perth Amboy Police Department, Police Officer Davis Salazar, Police Officer Luis Perez, and Police Officer Marino Diaz, bearing Docket Number MID-L-6473-13, does not constitute an admission of wrongdoing or fault on the part of the "Settling Defendant", **City of Perth Amboy,** nor the "Non-Settling Defendants", Perth Amboy Police Department, Police Officer Davis Salazar, Police Officer Luis Perez, and Police Officer Marino Diaz.
4. It is specifically agreed and understood that the "Non-Settling Defendants" Perth Amboy Police Department, Police Officer Davis Salazar, Police Officer Luis Perez, and Police Officer Marino Diaz, are not participants in the within settlement, as Plaintiff has voluntarily dismissed, with prejudice, all claims against the "Non-Settling Defendants" as a condition precedent of Plaintiff's settlement with the "Settling Defendant", City of Perth Amboy.

5. Plaintiff, **Edwin Rodriguez**, acknowledges that all claims for wages, medical expenses and/or disability payments, paid or unpaid, and/or liens asserted for outstanding child support obligations, wages, medical expenses, and/or disability payments, paid or unpaid, will be satisfied from these settlement funds and are not the responsibility of the "Settling Defendant" nor the "Non-Settling Defendants".
6. Plaintiff, **Edwin Rodriguez**, and the "Settling Defendant" and "Non-Settling Defendants" agree to make no effort to publicize or publish the terms of this settlement and it is agreed that the settlement is confidential. This means that Plaintiff will not initiate oral or written communications about the terms of this settlement with anyone, including but not limited to members of the media or members of the public, and agree not to respond to unsolicited inquires about its terms. This restriction, however, does not prevent Plaintiff from discussing the terms of the settlement with immediate family members, nor from seeking the advice of financial consultants whom Plaintiff may contact for advice concerning the investment of said settlement funds. In the event that Plaintiff violates the terms of this Clause of the Release and Settlement Agreement, the "Settling Defendant" shall have the right to seek any and all remedies applicable under the law, including but not limited to, reimbursement of all monies paid to Plaintiff as a result of this Settlement.
7. Plaintiff, **Edwin Rodriguez**, shall not, directly or indirectly, disparage, defame, or otherwise harm the interests of the "Settling Defendant" and/or the "Non-Settling Defendants". Plaintiff further agrees that any breach of the terms of this Paragraph would result in irrevocable harm to the "Settling Defendant" and/or "Non-Settling Defendants", incapable of full compensation by the award of monetary damages. Any aggrieved party shall, therefore, be entitled to injunctive relief and/or equitable relief (without the necessity of proving any actual damage or that monetary damage would not afford an adequate remedy) for any violation of this paragraph.
8. Plaintiff, **Edwin Rodriguez**, further agrees that no further payments will be made by the "Settling Defendant" nor will any further payments be sought by Plaintiff against the "Settling Defendant" nor the "Non-Settling Defendants" and the within settlement is final as to all of the above claims, including those arising out of the incident of **September 05, 2013**.
9. Plaintiff, **Edwin Rodriguez**, understands that by signing this Release and Settlement Agreement, Plaintiff waives and relinquishes any claims, rights or entitlements to any other legal or equitable relief concerning any claim made or not made which is related or unrelated to the subject matter of the incident, including but not limited to allegations asserted in the Complaint and Amended filed in the Superior Court of New Jersey, County of Middlesex, Law Division entitled, Edwin Rodriguez v. City of Perth Amboy, Perth Amboy Police Department, Police Officer Davis Salazar, Police Officer Luis Perez, and Police Officer Marino Diaz, bearing Docket Number MID-L-6473-13. This paragraph shall be construed so as not to include any and all claims related to the arrest of the Releasor on March 10, 2016 related to Complaint No. S-2016-403.

10. Plaintiff, **Edwin Rodriguez**, acknowledges that all beneficiaries of his Estate are bound by this Release and Settlement Agreement. All who succeed to the Estate's rights and responsibilities, such as heirs, are also bound. This Release and Settlement Agreement is made for Plaintiff's benefit and all who succeed to Plaintiff's rights and responsibilities, such as heirs.
11. This Release and Settlement Agreement contains the entire agreement between Plaintiff, **Edwin Rodriguez**, and the "Settling Defendant" and "Non-Settling Defendants, with regard to the matter set forth herein, and supersedes any prior written or oral agreements, understandings or arrangements. This Release and Settlement Agreement shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors, and assigns of each.
12. In entering into this Release and Settlement Agreement, Plaintiff, **Edwin Rodriguez**, represents that he was represented by counsel of his choice, at the time of execution of this Release and Settlement Agreement, and that the terms of this Release and Settlement Agreement are fully understood and voluntarily accepted by Plaintiff, **Edwin Rodriguez**.
13. **SIGNATURES**. I understand and agree to the terms of the Release. If this Release is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Witnessed or Attested by:




_____ **Edwin Rodriguez**

State of New Jersey :

:

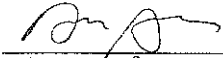
SS:

:

County of UNION _____

I CERTIFY that on APRIL 29, 2016, **Edwin Rodriguez**, personally came before me and acknowledged under oath, to my satisfaction, that this person (or if more than one, each person):

- (a) is named in and personally signed this document; and
- (b) signed, sealed and delivered this document as his act and deed.


_____ **BRIAN J. SCHILLER**
ATTORNEY AT LAW
STATE OF NEW JERSEY