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ROBERT THOMAS PANKIEWITZ

Plaintiff

UNITED STATES DISTRICT COURT
DISTRICT COURT OF NEW JERSEY

TRENTON

Civil Action No.:

vs.

**BOROUGH OF TUCKERTON;
CHIEF OF POLICE MICHAEL CAPUTO;
JOSEPH LUNA; JOHN DOES 1-5, Tuckerton
Borough Police Officers; and
JOHN DOES 6-10 Personnel and/or Police
Officers of the Tuckerton Borough Police
Department in supervisory capacities,**

Defendants.

COMPLAINT

JURISDICTION

1. This action is brought pursuant to 42 U.S.C. Section 1983 and in accordance with the Fourth and Fourteenth Amendments of the Constitution of the United States of America. Jurisdiction is conferred under 28 U.S.C. Section 1331 and Section 1343(3). This Court has supplemental jurisdiction over Plaintiff's pendent state law claims pursuant to 28 U.S.C. Section 1367.

PARTIES

2. Plaintiff Robert Thomas Pankiewicz, residing at 3 Sycamore Drive, Tuckerton, NJ, 08087, is and was, at all times herein relevant, citizens of the United States and residents of the State of New Jersey.

3. Defendants Joseph Luna and/or John Does 1-5 were at all times mentioned herein duly appointed and acting police officers of the Tuckerton Borough Police Department and at all times herein were acting in such a capacity as the agents, servants and/or employees of the Borough of Tuckerton and were acting under the color of law.

4. Defendants Chief of Police Michael Caputo and/or John Does 6-10 were at all times mentioned herein duly appointed and acting members of the Tuckerton Borough Police Department and at all times herein were acting in such capacities as the agents, servants and/or employees of the Borough of Tuckerton and were acting under the color of law.

5. Defendants Caputo and/or John Does 6-10 were acting in supervisory capacities over Defendants Luna and/or John Does 1-5 and responsible by law for the training, supervision and conduct of Defendants Luna and/or John Does 1-5.

6. Defendant Borough of Tuckerton is a duly designated municipality of the state of New Jersey, under the laws of the state of New Jersey.

7. At all times relevant hereto, Defendant Borough of Tuckerton employed the aforementioned Defendants. As such, it was responsible for the training, supervision and conduct of Defendants Caputo, Luna and/or John Does 1-10.

8. Suit is brought against all individually named Defendants in their personal and official capacities.

FACTUAL ALLEGATIONS COMMON TO ALL COUNTS

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. On October 6, 2012, Defendants Luna and/or John Does 1-5 of the Tuckerton Police Department assaulted Plaintiff without justification and with excessive force during the course of a motor vehicle stop.
3. Plaintiff sustained various injuries related to this incident all caused by the excessive force utilized by Defendants Luna and/or John Does 1-5..

COUNT ONE
SECTION 1983 USE OF EXCESSIVE FORCE

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. As a direct and proximate result of the above-referenced unlawful and malicious physical abuse of Plaintiff by Defendants Luna and/or John Does 1-5 committed under color of state law, Plaintiff sustained bodily harm and was deprived of his right to be secure in his person against unreasonable seizure, in violation of the Fourth and Fourteenth Amendments of the Constitution of the United States, made actionable through 42 U.S.C. Section 1983.
3. As a direct and proximate cause of the malicious and/or outrageous and/or objectively unreasonable conduct of Defendants as set forth above, Plaintiff Robert Thomas Pankiewitz suffered bodily injuries, medical expenses and additional special damages in an amount which cannot yet be determined.
4. By reason of the above, Plaintiff was injured and was deprived of his constitutional rights as described above.

WHEREFORE, Plaintiff Robert Thomas Pankiewitz demands judgment against Defendants Luna and/or John Does 1-5 on this Count together with compensatory and punitive

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damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT TWO
SECTION 1983 SUPERVISORY LIABILITY

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. Defendants Michael Caputo, John Doe 2 and/or John Does 6-10 were supervisory officials and/or officers in charge at the time Plaintiff Robert Thomas Pankiewicz were arrested and assaulted.
3. Defendants Caputo, John Doe 2 and/or John Does 6-10 had a duty to prevent subordinate officers Caputo; Luna;; John Doe 2 and/or John Does 1-5 from violating the constitutional rights of citizens and/or detainees.
4. Defendants Caputo, John Doe 2 and/or John Does 6-10 either directed Defendants Caputo; Luna; John Doe 2, and/or John Does 1-5 to violate Plaintiff's constitutional rights and/or had knowledge of and/or acquiesced in his/their subordinate's violations.
5. Specifically, Defendants Caputo, John Doe 2 and/or John Does 6-10 failed to adequately track departmental excessive force complaints, administrative complaints and/or use of force incidents in violation of Tuckerton Police Department policies, practices, customs and/or guidelines and/or the New Jersey Attorney General's Use of Force and/or Internal Affairs Guidelines, and/or failed to discipline officers for such violations.
6. As a direct and proximate result of the acts of Defendants Caputo, John Doe 2 and/or John Does 6-10 as set forth herein, Plaintiff suffered physical injury, medical expenses, and additional special damages in an amount which cannot yet be determined in connection with the deprivation of his constitutional rights guaranteed by the Fourth and Fourteenth Amendments to

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the Constitution of the United States made actionable through 42 U.S.C. Section 1983.

WHEREFORE, Plaintiff Robert Thomas Pankiewitz demands judgment against Defendants Caputo, John Doe 2 and/or John Does 6-10 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT THREE
SECTION 1983 UNLAWFUL CUSTOM, PRACTICE, POLICY
INADEQUATE TRAINING

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. Defendants Borough of Tuckerton Police Department; Michael Caputo, and/or John Does 6-10, are vested by state law with the authority to make policy on : (1) the use of force; internal affairs investigations and/or administrative reviews pursuant to Tuckerton Police Department policies, practices and/or customs and/or the New Jersey Attorney General's Use of Force and/or Internal Affairs Guidelines; (2) effectuating arrests; (3) police citizen encounters, and/or (4) disciplining officers. Defendants Caputo, and/or John Does 6- 10 are responsible for training Police Officers in the use of force and/or were officers in charge when Plaintiff Robert Thomas Pankiewitz was assaulted.
3. At all times mentioned herein, Defendants Caputo, Luna and John Does 1- 10, as police officers, agents, servants and/or employees of Defendant Borough of Tuckerton, were acting under the direction and control of Defendants Borough of Tuckerton Police Department, Caputo and/or John Does 6-10, and were acting pursuant to the official policy, practice or custom of the Borough of Tuckerton Police Department.
4. Acting under color of law pursuant to official policy, practice, or custom, Defendants Caputo and/or John Does 6-10 intentionally, knowingly, recklessly and/or with deliberate indifference failed to train, instruct, supervise, control, and discipline, on a continuing basis

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Defendants Luna and/or John Does 1-10 in their duties to refrain from: (1) unlawfully and maliciously assaulting, arresting and harassing citizens; (2) intentionally, recklessly and/or negligently misrepresenting the facts of arrests and/or other police-citizen encounters; (3) falsifying police and/or other official records; (4) withholding and/or mishandling evidence; (5) making false arrests, and/or (6) using unreasonable and excessive force.

5. Defendants Tuckerton Borough; Caputo, and/or John Does 6-10 were aware of numerous similar police citizen encounters involving Defendants Luna, John Does 1-10 and/or other Borough of Tuckerton Police Officers whereby they customarily and frequently subjected citizens held in custody to physical and mental abuse, unlawfully and maliciously assaulted, arrested and harassed citizens; intentionally, recklessly and/or negligently misrepresented the facts of arrests and/or other police-citizen encounters; falsified police and/or other official records; made false arrests, mishandled and/or withheld evidence and/or used unreasonable and excessive force on citizen/arrestees.

6. Specifically, Defendant Luna Defendant Luna had been named as a defendant in three previous lawsuits brought by citizens alleging that Defendant Luna used excessive and unreasonable force on their persons in violation of their Fourth Amendment rights: Casey v. Luna/Seaside Park, et als., Civil Action#: 07-02704 (JAP-DEA), occurring on 6/10/05; Teague v. Luna/ Seaside Park, et als., Civil Action#: 07-2222 (JAP-JJH), occurring on 7/24/05, and Quintenz v. Luna/Borough of Tuckerton, et als., Civil Action#: 12-01970 (PGS-LHG), occurring on 4/8/10.

7. Defendants Caputo, John Doe 2 and/or John Does 6-10 failed to adequately track departmental excessive force complaints, administrative complaints and/or use of force incidents in violation of Tuckerton Police Department policies, practices, customs and/or

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guidelines and/or the New Jersey Attorney General's Use of Force and/or Internal Affairs Guidelines, and/or failed to discipline officers for such violations.

8. Despite their awareness, Defendants Borough of Tuckerton; Caputo and/or John Does 6-10 failed to employ any type of corrective or disciplinary measures against Defendants Caputo; Luna; John Does 1-10, and/or other Borough of Tuckerton Police Officers.

9. Defendants Tuckerton Borough, Caputo and/or John Does 6-10 had knowledge of, or, had they diligently exercised their duties to instruct, train, supervise, control, and discipline Defendants Caputo, Luna and/or John Does 1-10 on a continuing basis, should have had knowledge that the wrongs which were done, as heretofore alleged, were about to be committed.

10. Defendants Tuckerton Borough, Caputo and/or John Does 6-10 had power to prevent or aid in preventing the commission of said wrongs, could have done so by reasonable diligence, and intentionally, knowingly, recklessly and/or with deliberate indifference failed to do so.

11. Defendants Borough of Tuckerton, Caputo and/or John Does 6-10, directly or indirectly, under color of state law, approved or ratified the unlawful, deliberate, malicious, reckless, and wanton conduct of Defendants Luna and/or John Does 1-10 heretofore described.

12. As a direct and proximate result of the acts and/or omissions of Defendants Borough of Tuckerton, Caputo and/or John Does 6-10 as set forth herein, Plaintiff suffered physical injury, medical expenses and additional special damages in an amount which cannot yet be determined in connection with the deprivation of his constitutional rights guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States and made actionable through 42 U.S.C. Section 1983.

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WHEREFORE, Plaintiff Robert Thomas Pankiewicz demands judgment against Defendants Borough of Tuckerton, Caputo and/or John Does 6- 10 on this Count together with compensatory and punitive damage, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT FOUR
SECTION 1983 INADEQUATE SCREENING

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. Defendants Borough of Tuckerton, Michael Caputo and/or John Does 6-10 are policymakers responsible for hiring and/or screening police officer applicants.
3. Defendants Borough of Tuckerton Police Department, Michael Caputo and/or John Does 6-10 failed to adequately check Defendant Luna's background when hiring him.
4. Prior to being hired as a Tuckerton police officer, Defendant Luna had been named as a defendant in two previous lawsuits brought by citizens alleging that Defendant Luna had used excessive and unreasonable force on their persons in violation of their Fourth Amendment rights: Casey v. Luna/Seaside Park, et als., Civil Action#: 07-02704 (JAP-DEA), occurring on 6/10/05, and Teague v. Luna/ Seaside Park, et als., Civil Action#: 07-2222 (JAP-JJH), occurring on 7/24/05.
5. The failure of Defendants Borough of Tuckerton, Michael Caputo and/or John Does 6-10 to adequately check Defendant Luna's background amounted to deliberate indifference to the risk that a violation of the Fourth Amendment would follow Defendants' decision to hire Defendant Luna.
6. The failure of Defendants Borough of Tuckerton, Michael Caputo and/or John Does 6-10 to adequately check Defendant Luna's background proximately caused the violation of

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Plaintiff's Fourth Amendment right to be secure in his person against unreasonable seizure.

7. Specifically, adequate scrutiny of Defendant Luna's background would have led a reasonable policymaker and/or supervisor to conclude that it was obvious that hiring Defendant Luna would lead to a violation of citizens' Fourth Amendment rights (more specifically Plaintiff's) to be secure in their persons against unreasonable seizure.

8. As a direct and proximate result of the acts and/or omissions of Defendants Borough of Tuckerton, Caputo and/or John Does 6-10 as set forth herein, Plaintiff suffered physical injury, medical expenses and additional special damages in an amount which cannot yet be determined in connection with the deprivation of his constitutional rights guaranteed by the Fourth and Fourteenth Amendments to the Constitution of the United States and made actionable through 42 U.S.C. Section 1983.

WHEREFORE, Plaintiff Robert Thomas Pankiewicz demands judgment against Defendants Borough of Tuckerton, Caputo and/or John Does 6- 10 on this Count together with compensatory and punitive damage, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT FIVE
SECTION 1983 DEMAND FOR PROSPECTIVE INJUNCTIVE RELIEF

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.

Pursuant to 42 U.S.C. Section 1983, given that there exists no adequate remedy at law, Plaintiff Robert Thomas Pankiewicz is entitled to prospective injunctive relief against the Defendants.

2. The relief sought by Plaintiff includes, but is not limited to, the following:
 - a. An order permanently restraining and enjoining Defendants Borough of Tuckerton, Caputo and John Does 1-10 from engaging in, encouraging, teaching,

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promoting or training Tuckerton Borough Police Officers in falsely arresting, maliciously prosecuting, maliciously abusing process, and/or using excessive force against citizens and/or arrestees.

- b. An order compelling Defendants Borough of Tuckerton, Caputo and John Does 1-10 to take prompt, appropriate and corrective measures to prevent any practices that encourage, teach, engage in, promote or train its officers in falsely arresting, maliciously prosecuting, maliciously abusing process and/or using excessive force against citizens and/ or arrestees.
- c. An order compelling Defendants Borough of Tuckerton, Caputo and John Does 1-10 to provide regular and consistent training sessions to Borough of Tuckerton Police Officers.
- d. An order compelling Defendants Borough of Tuckerton; Caputo, and John Does 1-10 to implement a system whereby prompt, appropriate action is taken against any Borough of Tuckerton Police Officer who engages in, teaches and/or condones falsely arresting, maliciously prosecuting, maliciously abusing process and/or using excessive force against citizens and/or arrestees.
- e. An order permanently restraining and enjoining Defendants Luna and John Does 1-5 from arresting citizens without adequate probable cause, physically abusing and using excessive force against citizens and/or arrestees.
- f. An order permanently restraining and enjoining Defendants Borough of Tuckerton, Caputo and John Does 1-10 from employing Defendants Luna and John Does 1-10 as police officers or law enforcement personnel in any capacity except for clerical duty, solely and entirely confining them to Borough of Tuckerton Police headquarters and limiting them entirely to desk duty; enjoining Defendants Luna and John Does 1-10 from any patrol duty, and enjoining Defendants Luna and John Does 1-10 from making arrests, assisting in making arrests and using any force in making arrests and/or assisting in making arrests.
- g. Any other relief as the Court deems proper and just.

WHEREFORE, Plaintiff Robert Thomas Pankiewicz demands judgment against Defendants Borough of Tuckerton; Caputo; Luna, and/or John Does 1-10 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

SUPPLEMENTAL STATE LAW CLAIMS
COUNT SIX
ASSAULT AND BATTERY

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. Defendants Luna and/or John Does 1-5 acting under the color of state law and/or in their individual capacities committed assault and battery on Plaintiff Robert Thomas Pankiewicz by physically injuring him without justification and/or by putting him in reasonable apprehension of serious and imminent bodily harm.

3. The assault and battery committed by Defendants was contrary to the common law of the State of New Jersey, and Plaintiff invokes the supplemental jurisdiction of this Court to hear and determine this claim.

4. As a result of the intentional, reckless, negligent and/or objectively unreasonable assault and battery, as specifically alleged above, Plaintiff Robert Thomas Pankiewicz sustained diverse substantial and permanent physical and emotional injuries, medical expenses and pain and suffering, and will continue to incur same in the future for some time to come.

WHEREFORE, Plaintiff Robert Thomas Pankiewicz demands judgment against Defendant Luna and/or John Does 1-15 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT SEVEN
VIOLATION OF NEW JERSEY CIVIL RIGHTS ACT (NJ CRA)

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.
2. The excessive force used by Defendants Luna and/or John Does 1- 5 acting under color of state law, set forth at length above, deprived Plaintiff of his substantive due process right

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to be free from unlawful seizure of his person and his fundamental right to liberty secured by the Constitution of the United States and the Constitution of the State of New Jersey, in violation of N.J.S.A. 10:6-1, et seq. ("The New Jersey Civil Rights Act").

3. As a direct and proximate result of the aforesaid acts of Defendants Luna and/or John Does 1-5, Plaintiff suffered physical injury, medical expenses and additional special damages in an amount which cannot yet be determined.

4. Plaintiff invokes the invoke the supplemental jurisdiction of this Court to hear and determine this claim.

WHEREFORE, Plaintiff Robert Thomas Pankiewicz demands judgment against Defendants Luna and/or John Does 1-5 on this Count together with compensatory and punitive damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

COUNT EIGHT
NEGLIGENCE

1. The previous paragraphs are incorporated herein inclusively as if fully set forth.

2. Defendants Luna and/or John Does 1-5 had a duty to the Plaintiff not to expose him to unreasonable harm.

3. Through the acts and omissions set forth at length above under color of state law and/or in their individual capacities, Defendants Luna and/or John Does 1-5 breached that duty.

4. As a direct and proximate result of Defendants' breach of duty to Plaintiff, he was caused to suffer significant and permanent physical injury; medical expenses; pain and suffering; additional special damages in the future in an amount which cannot yet be determined, and will continue to incur same in the future for some time to come

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WHEREFORE, Plaintiff Robert Thomas Pankiewitz demands judgment against Defendants Luna and/or John Does 1-5 on this Count together with compensatory damages, attorney's fees, interest and costs of suit incurred, and for any such further relief as the court deems proper and just.

DEMAND FOR TRIAL BY JURY

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

DESIGNATION OF TRIAL COUNSEL

Please be advised that Thomas J. Mallon, Esquire is hereby designated trial counsel in the above captioned matter.

Dated: September 9, 2014

/s/ Thomas J. Mallon, Esquire
THOMAS J. MALLON, ESQUIRE

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated MARCH 17, 2016, is given by **ROBERT THOMAS PANKIEWITZ** and **MARIA PANKIEWITZ**, and their agents, servants, employees, representatives and heirs, (hereinafter referred to as "I"), to **BOROUGH OF TUCKERTON, CHIEF OF POLICE MICHAEL CAPUTO, and JOSEPH LUNA**, (hereinafter referred to as "You"). If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. **RELEASE.** I release and give up any and all claims and rights which I may have against you. This releases any and 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, and to future claims as described below. I specifically release all claims now and in the future from personal injuries, both physical and emotional, economical damages, civil rights violations, and all other losses and damages, including attorneys' fees, costs, compensatory and punitive damages, allegedly arising from acts or omissions by **BOROUGH OF TUCKERTON, CHIEF OF POLICE MICHAEL CAPUTO, and JOSEPH LUNA**, their agents, servants, employees, and representatives, for the events occurring on, about and/or leading up to October 6, 2012, which is the subject of lawsuit in ROBERT THOMAS PANKIEWITZ v. BOROUGH OF TUCKERTON, CHIEF OF POLICE MICHAEL CAPUTO, JOSEPH LUNA, ET AL, United States District Court for the District of New Jersey, Civil Action No. 3:14-cv-05583-MAS-TJB.

I further understand and agree that by executing this Release and accepting the money paid by you, I acknowledge that I have received fair, just, and adequate

consideration for any and all claims, and I further understand and agree that by executing this Release and accepting the money paid by you I have forever remised, released, discharged, and given up any and all claims that I or others might have against you arising from or alleged to arise from any acts or omissions by **BOROUGH OF TUCKERTON, CHIEF OF POLICE MICHAEL CAPUTO, and JOSEPH LUNA,** their agents, servants, employees, and representatives, as described above. I further understand and agree that if any claims are made at any time in the future by me, directly or indirectly, or by or on behalf of **ROBERT THOMAS PANKIEWITZ and MARIA PANKIEWITZ'S** heirs and/or survivors, or by some person in a representative capacity, for pecuniary losses, injuries or damages arising from the current action against you, that you shall be entitled to be indemnified by **ROBERT THOMAS PANKIEWITZ and/or MARIA PANKIEWITZ,** their heirs, executors, administrators, or personal representatives, for any sums expended in defending against said claims including, but not limited to, attorneys' fees and all costs of suit together with any sum paid by way of judgment, settlement, or otherwise on account of those claims.

It is further understood and agreed that the payment of the money being paid pursuant to this Release is in full accord and satisfaction, and in compromise of, any and all disputed claims, and that the payment of the money is not an admission of liability but is made for the sole purpose of terminating the litigation between the parties.

In the event I have received or shall receive any monies from any person who hereafter seeks to recover the monies from you by way of a claim or action of any type, including but not limited to subrogation actions and claims and actions or claims for contribution and/or indemnification, I shall indemnify and hold you harmless from and

against any judgment entered against you or any payment made by you in connection therewith, and also for any money spent in defending against such claims including, but not limited to, attorney's fees, costs of suit, judgment, or settlement by you.

2. **LIENS.** I hereby certify that if there are any liens against the proceeds of this settlement, they will be paid in full or compromised and released by me out of and from the amount stated in paragraph 4, below. If any liens exist which are not satisfied as required by this Agreement and a claim is made or an action filed against you by anyone to enforce such liens, I agree that I will immediately pay such liens in full. This is intended to include all liens, including but not limited to attorney's liens, liens in favor of hospitals and other medical providers, liens in favor of health and other insurers, Medicare and Medicaid liens, worker's compensation liens, all statutory or common law liens, and judgment liens. The existence of such liens has been investigated and I am making this statement based upon information known to me. Therefore, I agree to indemnify and hold you harmless from and against any and all claims made against you by reason of any liens against the proceeds of this settlement. In addition, in the event a claim is hereafter made or an action is hereafter filed against you by anyone seeking payment of liens, I will indemnify and hold you harmless from and against any money spent in defending against such a claim, including but not limited to, attorneys' fees, costs of suit, judgment, or settlement by you.

3. **WARRANTY AS TO MEDICARE INVOLVEMENT.** I understand and acknowledge that the Medicare, Medicaid and SCHIP Extension Act of 2007 requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare

beneficiary or has the potential to be eligible for Medicare benefits within thirty months of the settlement. In further consideration of the settlement agreement agreed to herein, I warrant and represent to You the following: 1) Medicare has made no conditional payments for any medical expense or prescription expense on my behalf related to this incident; 2) I am not, nor have I ever been a Medicare beneficiary; 3) I am not currently receiving Social Security Disability Benefits; 4) I have not applied for Social Security Disability Benefits; 5) I have not been denied, nor have I appealed from a denial of Social Security Disability Benefits; 6) I do not expect to be eligible for Medicare benefits within the next 30 months; 7) I am not in End Stage Renal failure; and 8) no liens, including but not limited to liens for medical treatments by hospitals, physicians, or medical providers of any kind have been filed for the treatment of injuries sustained in this incident.

4. **ATTORNEYS' FEES.** Each party shall bear his or her own attorneys' fees and costs arising from this action and in connection with the Complaint, the Release, and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters. I shall be totally responsible for any attorneys' fees and liens arising out of representation of me by any attorney which may have been or will be asserted in connection with this claim or related matters.

5. **PAYMENT.** I have been paid a total of FIFTEEN THOUSAND DOLLARS (\$15,000.00) in full payment for making this Release, with said payment represented as follows: FIFTEEN THOUSAND DOLLARS (\$15,000.00) from the **BOROUGH OF TUCKERTON, CHIEF OF POLICE MICHAEL CAPUTO, and JOSEPH LUNA**, their agents, servants, employees, and representatives. I agree that I will not seek anything further, including any other payment from you.

6. **WHO IS BOUND.** I am bound by this release. I specifically understand and agree that all of the terms and conditions of the Release are for the benefit of and are binding upon me, and anyone else who succeeds to my rights and responsibilities. This Release is made for your benefit and for the benefit of all who succeed to your rights and responsibilities, such as your heirs and your estate.

7. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** The person signing this Release represents and warrants that they have the sole right and exclusive authority to execute this Settlement Agreement and receive the sum specified in it, and that he or she had no sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.

8. **REPRESENTATION OF COMPREHENSION OF DOCUMENT.** In entering into this Release, I represent that I have relied upon the legal advice of my attorney, who is the attorney of my choice, and that I have read this Release in its entirety or had it read to me, and that the terms of this Release have been explained to me by my attorney, and that these terms are fully understood and voluntarily accepted by me.

9. **GOVERNING LAW.** This Release shall be construed and interpreted in accordance with the laws of the State of New Jersey.

10. **ADDITIONAL DOCUMENTS.** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all action which may be necessary or appropriate to give full force and effect to the terms and intent of this Release.

March 17, 2016
Date

Robert Pankiewicz
ROBERT THOMAS PANKIEWITZ

March 17 / 16
Date

Maria Pankiewicz
MARIA PANKIEWITZ

STATE OF NEW JERSEY :
COUNTY OF : SS.

I certify that on MARCH 17, 2016, Robert Thomas Pankiewicz and Maria Pankiewicz came before me and acknowledge under oath, to my satisfaction, that he has the power and authority to execute this release and that he personally signed this document, and that he voluntarily signed, sealed, and delivered this document as his act or deed, without coercion or undue influence by any other person(s).

Thomas J. Waller
Notary Public
attly at law N.J.