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Attorney for: Plaintiff, Joseph Scurese

Joseph Scurese

Plaintiff

vs.

Township of Bloomfield,
Bernadette Yates,
Tabean Rogas, Bill Doe,
Jill Doe 1-10, Will Doe, John Doe,
(all does identities presently unknown):

Defendants

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION-ESSEX COUNTY
DOCKET NO: ESX-L-

6757-13

Civil Action

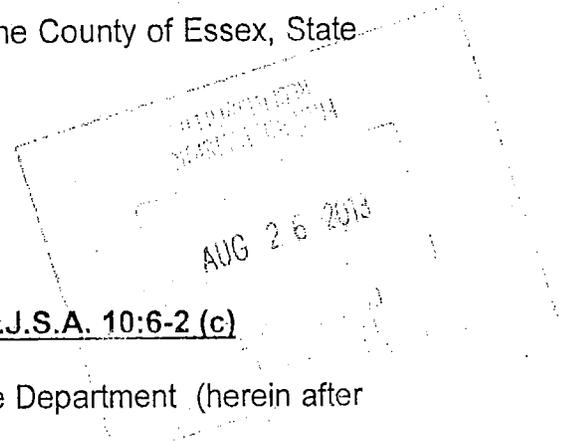
COMPLAINT AND JURY DEMAND

Joseph Scurese residing at 15 Sycamore Street, in the County of Essex, State
of New Jersey, by way of Complaint says:

COUNT ONE

NEW JERSEY CONSTITUTION, ARTICLE I AND N.J.S.A. 10:6-2 (c)

1. Defendants Township of Bloomfield, Bloomfield Police Department (herein after referred to as "City"), was, on July 8, 2012 to present and at all times herein referred to, the employer of defendant Police Officer Fabian Rojas, unidentified court personnel (Jill Doe 1-10) and John Doe and Head Doe, Supervising Officer who allowed the events to happen, all of whom were employed by the Township of Bloomfield in the course of their duties as Municipal Officers, at all times mentioned in this Complaint.



2. At all times mentioned in this complaint, the above named defendants were agents, servants and/or employees of the Township of Bloomfield and all times engaged in their scope of employment. Plaintiff relies upon the facts as stated in the attached filed May 28, 2013 Notice of Claim.
3. On July 8, 2012, in the Township of Bloomfield, County of Essex, State of New Jersey, the Plaintiff, a resident of New Jersey and of the United States, was arrested by the defendant, Police Officer, Tabean Rogas and John Doe, the agents, servants or employees of defendant Bloomfield and without just provocation, individually, jointly and conspiratorially falsely accused Plaintiff of various motor vehicle offences, of theft, forgery and conspiracy in violation of 2C:20-3A; 2C:5-20 (1); 2C:21-10 (2) and at the aforementioned time and place, put the plaintiff in fear, harassment and deprivation of liberty. Defendants inappropriately issued warrants causing plaintiff to be arrested contrary to the law and Rules of Court.
4. Said actions were done under color of State law. Said acts were done with the joint conspiratorial intent to harass plaintiff so he would give up his right to oppose defendant Yate's unlawful claim.
5. Said Police Officers who had a duty to prevent said injustices have not been properly trained or supervised by the Bloomfield Police Officer.
6. Said actions were violative of plaintiff as 42 USCA 1983, 1985, 1986, 1988 Constitutional rights to freedom of movement, New Jersey Constitution rights, (equal protection, etc) and consequently violated N.J.S.A. 10:6-2 (c). After many appearances all criminal charges and tickets were dismissed against

against defendant Yates which the Bloomfield authorities refuse to finally adjudicate or properly dispose of.

WHEREFORE, plaintiff demand judgment against the defendants John Doe, Township of Bloomfield, the Bloomfield Police Department, jointly, severally or in the alternative for damages, both past and future and compensatory, interests, cost of suit and punitive damages for violating plaintiff's rights, with attorney's fees for violating plaintiff's rights, under the New Jersey Constitution, Article I, paragraphs 6, 18, 19 and N.J.S.A. 10:6-2 (c).

COUNT TWO

1. Plaintiff repeats the allegations of the First and following Count as if fully restated herein.
2. Defendants Bernadette Yates, Tabean Rojas, John Doe and the Township of Bloomfield, Bloomfield Police Department in an aiding and abetting fashion and by conspiratorial agreement, caused plaintiff severe emotional distress by the negligent, reckless, wanton and intentional actions.
3. Defendants also engaged in abuse and misuse of process by perpetrating the arrest and prosecution process into purposes not contemplated by law (i.e. inter alia to compound a felony).

WHEREFORE, plaintiff requests judgment for monetary damages both compensatory and punitive with costs both past and future interest and attorney's fees.

COUNT THREE

NJRA CONSPIRACY TO VILATE PLAINTIFF'S RIGHTS

1. Plaintiff repeats the allegations to the following and above paragraphs as if fully restated herein.
2. The acts of plaintiff engaged in under Color of State law in joint conspiratorial fashion when they had a duty to prevent said acts caused plaintiff deprivation of rights guaranteed to him by Amendment 1, IV, V of the U.S. Constitution various New Jersey State Criminal Statutes and otherwise caused him harm.
3. As a consequence, plaintiff was deprived of the aforementioned rights and rights to which they were entitled in violation of N.J.S.A. 10:6-2 and Article I, Paragraphs 1, 6, 18, 19.

WHEREFORE, plaintiff requests judgment for monetary damages both compensatory and punitive with costs both past and future interest and attorney's fees.

COUNT FOUR

1. Plaintiff repeats the above paragraphs as if Article I, Paragraph 1 of New Jersey Constitution (Invasion of Privacy).
2. Plaintiffs' rights against unlawful invasion of privacy, deprivation of property, of restriction and retaliation for attempting to and for filing complaints and redress of grievances, violations of freedom of movement, etc., were all

unlawfully violated by defendants in a negligently, severally, reckless, intentional, wanton and malicious fashion by defendants both individually, officially and conspiratorially.

3. As a result of all the aforementioned, plaintiff has been harmed and deprived equal protection of the laws and their right to enjoy their freedom reputation property without unlawful interference.

WHEREFORE, plaintiff requests judgment for : a) monetary damages, both past and future, compensatory and punitive, both jointly and severally plus costs, interests and attorney's fees.

COUNT FIVE

N.J.S.A. 10:6-2 (c) AND MALICIOUS PROSECUTION

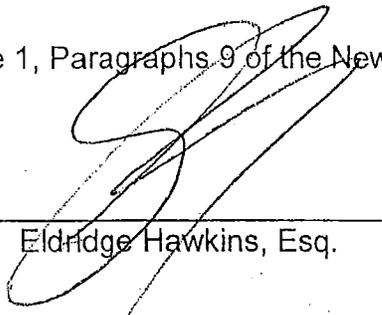
1. Plaintiff repeats the above and the following paragraphs as if fully restated herein.
2. From July 2012, to present, the Township of Bloomfield personnel have required plaintiff's continued appearances.
3. Such action by Bill Doe, Jill Doe, Lil Doe, and Will Doe were negligent , reckless, malicious, willful, wanton and intentional.
4. Since all the charges have been resolved favorably in plaintiff's favor, all defendants' are individually and jointly responsible for his malicious prosecution.

WHEREFORE, plaintiff demands judgment against Bill Doe, Jill Doe, Lil Doe, Will Doe and other defendants for monetary judgment both compensatory and punitive , both past and future with costs interest and attorney's fees.

REQUEST FOR JURY TRIAL

Plaintiff requests a jury trial pursuant to Article 1, Paragraphs 9 of the New Jersey Constitution.

Dated: August 21, 2013

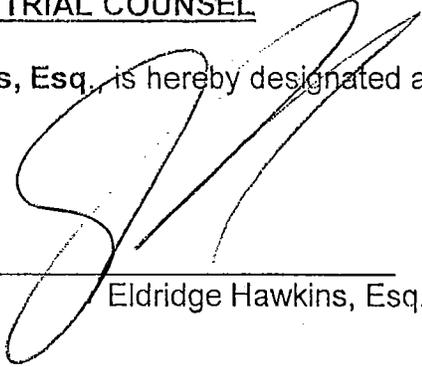


Eldridge Hawkins, Esq.

DESIGNATION TO TRIAL COUNSEL

Pursuant to R.4:25, Eldridge Hawkins, Esq., is hereby designated as trial counsel for the above matter.

Dated: August 21, 2013

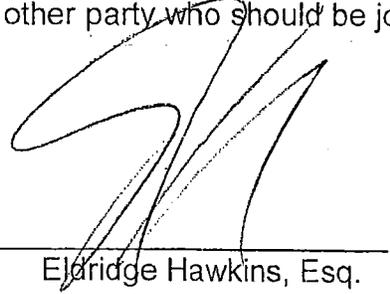


Eldridge Hawkins, Esq.

CERTIFICATION PURSUANT TO R. 4: 5-1

I hereby certify that the matter in controversy in the within action is not the subject of any other action pending in any Court or any pending arbitration proceeding in contemplated. I further certify that there is no other party who should be joined in this action.

Dated: August 21, 2013



Eldridge Hawkins, Esq.

SETTLEMENT AGREEMENT, GENERAL RELEASE AND WAIVER

PARTIES

THIS SETTLEMENT AGREEMENT AND RELEASE (hereinafter referred to as “ Agreement “) made this day of July , 2015, by and between the Township of Bloomfield (a Municipal Corporation of the State of New Jersey, hereinafter referred to as the “Township”) and Fabian Rojas (incorrectly identified as Tabean Rogas) (hereinafter “ Rojas”), with offices located at 1 Municipal Plaza, Bloomfield, New Jersey 07003, Bloomfield , State of New Jersey, County of Morris (hereinafter collectively referred to as “ Township”); and Joseph Scurese, residing at 15 Sycamore Street, Bloomfield, County of Essex, and State of New Jersey (hereinafter referred to as “ Scurese” or “Plaintiff”).

WITNESSETH

WHEREAS, Scurese is the Plaintiff herein in the suit captioned Joseph Scurese v. Township of Bloomfield, et al., currently venued in the United States District Court, District of New Jersey , bearing Civil Action Number : 2:13-cv-05728-ES-MAh (the “ Lawsuit”) ; and

WHEREAS, Scurese has made various allegations against the Township and Fabian Rogas and/or individual Township and employees and office holders, and the Township has denied such allegations; and

WHEREAS, the allegations have resulted in the filing of the aforementioned Lawsuit; and

WHEREAS, the parties have agreed to settle the claims included in the Lawsuit, and desire and intend to memorialize such settlement by entering into and executing this Settlement Agreement and Release.

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

1. Dismissal of Claims. Scurese shall dismiss, with prejudice, in their entirety, any and all claims against the Township and Rojas and/or any of the past or present officials, employees, departments, agents, servants, or representatives of the Township, individually and in their official capacities, jointly and severally.
2. **Release and Discharge**, This Agreement shall constitute a full and final release and discharge (the " Release") of any and all claims, rights or causes of actions, whether known or unknown, Scurese may have against Rojas, the Township, any Department of the Township, any past or present officials or employees of the Township, and any of their agents, servants, individually or in their joint official capacity, including, but not limited to, the Garden State Joint Insurance Fund ("GSJIF") and its agents, or representatives (individually and collectively sometimes referred to as the " Releasees"). The Release shall apply to any and all claims, rights, demands, causes of action, obligations, damages, expenses, compensation, or action of any kind, nature, character or description that Scurese had or could have raised against Releasees, including those Scurese may not be aware of and those not mentioned in this Agreement including, but not limited to, any and all claims that were or could have been brought arising from or relating in any way to any of the incidents and allegations alleged in the matter now pending in the United States District Court, District of New Jersey, captioned Joseph

Scurese v. Township of Bloomfield, bearing Civil Case No. 2:13-cv-05728-ES-MAH.

The Release includes, but is not limited to, any claim, demand, cause of action, obligation, damage, complaint, expenses, compensation, or action of any kind, nature, character, or description, whatsoever, arising out of or under any Federal, State, or municipal statute, constitution, ordinance or other law (whether common law, decisional law, or statute), rule, regulation, executive order, or policy, including any claim for attorneys' fees and costs; any claim in tort; any claim for emotional distress, defamation, slander, libel; any claim for false arrest, malicious prosecution or false imprisonment; any claim under the Civil Rights Act of 1991 (" CRA of 1991"), as amended ; any claim pursuant to 42 U.S.C. sections 1981, 1983, 1985, 1986 and 1988 et seq., or the New Jersey Civil Rights Act, N.J.S.A. 10: 6-1 et seq., or any other constitutional or statutory claim.

3. Payment and Settlement Terms . Within thirty (30) days of the full execution of this Agreement , execution of a Stipulation of Dismissal by all parties to this Agreement and delivery of same to the Defendants attorney and after the Mayor and Council approve this agreement and deliver same to the Township, Scurese shall be paid the total sum of Thirteen Thousand and 00/100 Dollars (\$13,000.00) as compensation for and in satisfaction of all Claims, legal fees and costs of suit associated with the Lawsuit and there shall be no other payment as a result of the dismissal of any and all Claims. The payments from defendant Township shall be made as follows:

- A. \$10,000 payable to Joseph Scurese for the allegations of defamation et al and costs to expunge the record (1099 form to issue) . Said check should be

mailed to Eldridge Hawkins LLC, 55 Washington Street, Suite 309, East Orange, NJ 07017;

B. \$3,000.00 payable to Eldridge Hawkins, Esq. as attorney's fees (1099 form to issue).

4. Warranty of Capacity to Execute Agreement . Scurese represents and warrants that no other person or entity has any interest in the Claims, or in any other demands, obligations, or causes of action referred to in this Agreement, and that he has the sole right and exclusive authority to execute this Agreement and receive the benefits specified. He further represents that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the Claims, or any other demands, obligations or causes of action referred to in this Agreement.
5. Entire Agreement. This Agreement contains the entire agreement between Scurese and the Township concerning the matters set forth in this document, and shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.
6. Representation of Comprehension of Document . In executing this Agreement, Scurese represents that he has relied upon the legal advice of his attorney, who is the attorney of his own choice, that he has had the full opportunity to review this Agreement with his attorney, and that the terms of this Agreement have been completely read and explained by his attorney, and that those terms are fully understood and voluntarily accepted.
7. No Admission of Liability. It is agreed that in settling this matter, the Rojas, the Township , together with its present and past officials, departments, employees,

representatives, servants, and agents, are not admitting to any liability or wrongdoing in any fashion.

8. Tax Implication. The Township, its agents, servants, and representatives, make no representations as to the tax consequences or liability arising from any payment made under this Agreement. Moreover, Scurese understands that any tax consequences and/or liability arising from payment to him in accordance with this Agreement shall be his sole responsibility and obligation and the Township nor its agents, servants or representatives (past or present) shall be held liable for any payment of any taxes on Scurese's behalf. Scurese agrees that he will pay any and all income tax that may be determined to be due in connection with the payment described above. Since Scurese agrees that he is solely responsible for the payment of taxes on any settlement money , he receives under this Agreement, should the Internal Revenue Service, any State or any other taxing agency or tribunal require the Township to pay any taxes, fines, penalties, interest or any other cost related to taxes on behalf of Scurese with regard to the payment received under this Agreement, Scurese agrees to indemnify or reimburse the Township, its agents, servants or representatives for any taxes he is required to pay.

9. Liens. Scurese hereby certifies that no liens exist against the proceeds of this settlement, and that if any liens do exist, they will be paid in full, compromised or satisfied and released by Scurese. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, Scurese agrees that the will pay that lien in full. This representation is intended to include all liens, including, but not limited to, attorneys' liens, medical provider liens, Medicare and Medicaid liens, workers' compensation liens, all statutory or common law liens, and judgment liens.

Scurese agrees to indemnify and hold the Township , its agents, servants, representatives, including the GSJIF, harmless in connection with any claim made by reason of liens against or tax obligations associated with the proceeds of this settlement. If a claim is hereafter made against the Township, its agents, servants, representatives, including the GSJIF, by anyone seeking payment of the liens, Scurese will indemnify and hold the Township, its agents, servants, representatives, including the GSJIF, harmless for any such liens and/or defending against such a claim, including, but not limited to, attorneys' fees, costs of suit, and interest.

10. Non-Disparagement. Plaintiff agrees and covenants that he shall not make any disparaging statements (oral or written), whether direct or implied, about the Township or its officials to any person or entity. In the event that either party receives an inquiry regarding the outcome of this litigation each will confirm to such inquirer only that " the matter has been amicably resolved between the parties".

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

response to any inquiries by third parties, Scurese and the Township or their representatives may not state anything more than “ the matter has been amicably resolved between the Parties .” Scurese represents that he has not violated this provision as of the date of execution of this Agreement.

12. Enforcement of Agreement. Scurese agrees and covenants , as a condition of Defendant’s performance of its obligations under this Agreement, that any violation of the nondisclosure obligations set forth in this Agreement, including, but not limited to, disclosure by counsel, tax advisors or family members, may cause irreparable harm to Defendant which shall entitle them to seek monetary damages, and whatever other remedies are available to them, including but not limited to injunctive relief for breach of the nondisclosure obligations set forth herein.

13. Stipulation of Dismissal. The parties agree that only the Stipulation of Dismissal with Prejudice, and not this Agreement, will be filed with the Court. The Parties to this Agreement acknowledge that they have been afforded ample opportunity to consult with independent legal counsel of their own choice throughout all of the negotiations that preceded the execution of this Agreement.

14. Other Actions or Claims. Scurese represents that he has not personally filed any actions or claim against Defendant Township officials or employees other than the United States District Court complaint referred to in Paragraph 2 hereof.

15. Indemnification . In the event Scurese recovers any monies from any person who thereafter seeks indemnification from the Township, its agents, servants, representatives, or the GSJIF, arising from Claims, identical herein, Scurese shall indemnify and hold the Township, its agents, servants, representatives, including the GSJIF, harmless for

defending against these claims, including, but not limited to, attorney's fees, and costs of suit, judgment or settlement.

16. Modification. This Agreement may not be modified except by an agreement in writing executed by the parties hereto.

17. Law. This Agreement shall be governed in all aspects, including validity, interpretation, and effect by the laws of the State of New Jersey without giving effect to the conflicts of laws principle thereof.

18. Date of Agreement. This Agreement shall be dated as of the date it is last signed by any of the parties to the Agreement, which date shall be incorporated on the face page.

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

I have had the full opportunity to review this Agreement with an attorney of my own choosing, and that the terms of this Agreement have been completely read and explained to me by my attorney, and that those terms are fully understood and voluntarily accepted.

By: Joseph Scurese
JOSEPH SCURESE

Dated: 5/20/15

By: McVie
TOWNSHIP OF BLOOMFIELD

Dated: 7-7-15

Fabian Rojas
FABIAN ROJAS

Dated: _____

Beverly Jane Johnson
Witness

Dated: 5/20/15

Andrea Schneider
Witness

Dated: 7-7-15

Wanda Poff

Dated: _____