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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

ARTHUR M. PIRONE,	}	
Plaintiff,	}	
	}	Civil Action. File Number 14-4936
	}	
v	}	
	}	AMENDED
TOWNSHIP OF BYRAM,	}	COMPLAINT AND JURY DEMAND
POLICE DEPARTMENT OF	}	
THE TOWNSHIP OF	}	
BYRAM AND POLICE OFFICER	}	
JOHN DONOFRIO badge number	}	
4311,	}	
Defendants.	}	

1. The plaintiff, Arthur M. Pirone, is a citizen of the United States of America and is a resident of the Town of Newton, County of Sussex and State of New Jersey.

2. The defendants, Township of Byram, Police Department of the Township of Byram and Police Officer John Donofrio, having the badge number of 4311, are now and at all relevant times were a municipal corporation and governmental subdivision of the State of New Jersey, located in the County of Sussex and State of New Jersey; a department of the Township of Byram and a police officer of the Township of Byram, located in the County

of Sussex. Defendants are also resident of that city and county.

2 This action arises under the United States Constitution, particularly under the provisions of the Fourth and Fourteenth Amendments to the Constitution of the United States (U.S. Const. Amend IV, VI, XIV), and under federal law particularly, Title 42 of the United States Code, Section 1983 (42 U.S.C.A 1983).

3. This court has jurisdiction of this cause under Title 28 of the United States Code, Section 1343 (28 U.S.C.A.1343)

4. The acts alleged in this complaint to have been done by defendants were not by them as individuals, but under color of the authority of the laws of the State of New Jersey, the Township of Byram and the County of Sussex and under their authority as police officers for that city and county.

5. On or about June 25, 2013, the plaintiff was operating his motor vehicle on the U S Route 206 highway, in New Jersey, at a point in time that he was suffering a trance like mental status proximately caused by undiagnosed sleep apnea disease which caused him to be involved in multiple collisions with street signs and a utility pole. The plaintiff had not ingested any alcoholic beverage or illicit drug and the only medications plaintiff had ingested were prescribed by a physician to enhance his mental functioning. Ignoring the lack of a smell of alcohol or drugs in plaintiff's vehicle and the absence any illicit drugs the defendants falsely arrested the plaintiff and, ignoring the possibility that there might be physical injuries from the aforementioned collisions took the plaintiff to a hospital where defendants caused that plaintiff be treated as a drunk driving suspect and not as a patient so that the plaintiff never received the proper services of the hospital's medical staff. At the hospital the defendants committed an assault and battery upon the plaintiff by causing blood to be extracted from him using a syringe, without the authorization of same by

a search warrant and at a time when the plaintiff manifested obvious mental confusion and impairment which rendered him unable to give a knowing, informed consent to the blood extraction. Two days later, the defendants caused the malicious prosecution of the plaintiff, a licensed physician, on a charge of driving a motor vehicle while under the influence of a drug or alcohol, without a reasonable basis for causing same. Byram Township Municipal Court Summons number 1904-BT-039804, charging the plaintiff with operating a motor vehicle on June 25, 2013, in violation of N.J.S.A. 39:4-50, by driving under the influence of alcohol or drugs was filed on June 27, 2013, and a finding of not guilty was entered by the Byram Township Municipal Court on November 26, 2013.

6. The defendants' aforementioned conduct caused the plaintiff to incur the expenses of hiring an attorney and an expert witness for a drunk driving case at a total cost of \$15,000.00; mental injury and to be deprived of proper medical attention at the hospital.

7. By reason of the conduct of the defendants, including the unlawful arrest and imprisonment and malicious prosecution of the plaintiff, the plaintiff was deprived of the following rights, privileges and immunities secured to him by the Constitution of the United States:

A. The right of the plaintiff to be secure in his person and effects against unreasonable search and seizure under the Fourth and Fourteenth Amendments to the Constitution of the United States (U.S. Const. Amend. IV, XIV);

B. The right of plaintiff not to be deprived of life, liberty, or property without due process of law, and the right to the equal protection of the laws, secured by the Fourteenth Amendment to of the Constitution of the United States (U.S. Const. Amend.)

8. The acts, conduct, and behavior of defendants were performed knowingly.

intentionally, and maliciously, by reason of which plaintiff is entitled to the award of punitive damages in the amount of \$1,000,000.00 or in such amount as will sufficiently punish defendants for their willful and malicious conduct and as will serve as an example to prevent a repetition of such conduct in the future.

Plaintiff requests judgment against defendants, and each of them, jointly and singly, for the following:

1. General compensatory damages in the amount \$1,000,000.00 or according to proof.
2. Punitive damages in the amount of \$1,000,000.00 in such amount as will sufficiently punish defendants for their willful and malicious conduct and as will service as an example to prevent a repetition of such conduct in the future.
3. Special damages for counsel and expert fees
4. Interest according to law
5. Costs of suit, and for such other and further relief as the court deems just and proper.
6. Such other and further relief as the court deems just and proper.

Dated: August 15, 2014



GARY MOORE, ESQUIRE
ATTORNEY FOR PLAINTIFF

JURY DEMAND

The plaintiff hereby requests that all issues be tried by jury.

Dated: August 15, 2014



GARY MOORE, ESQUIRE
ATTORNEY FOR PLAINTIFF

RELEASE AND SETTLEMENT AGREEMENT

This Release, dated *March 11*, 2015, is given

By the Releasor, ARTHUR M. PIRONE

Referred to as "I,"

To Releasees, TOWNSHIP OF BYRAM, BYRAM TOWNSHIP POLICE DEPARTMENT, JOHN D'ONOFRIO, AND ALL OFFICIALS, AGENTS, AND EMPLOYEES THEREOF

Referred to as "You."

If one or more persons sign this Release, "I" shall mean each person who signs this Release.

1. **Release.** I, for myself, my heirs, executors, administrators and assigns, release and give up any and all claims and rights which were asserted in the matter Arthur M. Pirone v. Township of Byram, et. al., United States District Court for the District of New Jersey, Newark Vicinage, Civil Action No. 2:14-cv-04936-SDW-SCM, including but not limited to any and all amended claims and any claim for attorneys' fees.

Releasor agrees that if any claims, suits or liens are asserted against him arising out of the above claims in connection with injuries or other losses, either under Workers Compensation laws, or by any provider of medical, dental or hospital services, or by the State of New Jersey, or any governmental body, including Medicaid and welfare boards, Releasor will indemnify and hold Releasees harmless against such claims, suits or liens.

Releasees make no representations regarding the Federal or State Tax consequences of any of the payments referred to herein and shall not be responsible for any tax liability, interest or penalty incurred by Releasor, which in any way arises out of or is related to said payment. Releasor shall pay the Federal or State Taxes, if any, which are required by law to be paid by plaintiff with respect to this settlement.

This Release is given without admission of liability or wrongdoing having been made by the Releasees who specifically deny any liability or wrongdoing, for purposes of amicably resolving the differences between the parties. The settlement

was initiated by the insurance carrier for Releasees and payment is made by said carrier.

Releasor shall take all steps necessary, including but not limited to, executing any necessary documents to dismiss with prejudice the matter entitled Arthur M. Pirone v. Township of Byram, et. al., United States District Court for the District of New Jersey, Newark Vicinage, Civil Action No. 2:14-cv-04936-SDW-SCM. Each party in that matter shall be responsible for its own attorneys' fees and costs.

Releasor and/or his representatives, including his attorneys, agree not to disclose the terms and amount of the settlement to third parties or the media to the extent permitted by law. In this respect, this confidentiality requirement shall not, however, prohibit Releasor from disclosing the amount to his tax accountant, his attorney, the Internal Revenue Service, and/or the appropriate state tax authorities, or as otherwise required by law. In response to any direct inquiry about the outcome of the above-described action, Releasor shall state only that: "The matter has resolved to the mutual satisfaction of the parties."

Releasor and/or his representatives, including his attorneys, further agree not to disparage the Releasees or any employee of the Township of Byram, including the Byram Township Police Department in any way, shape or form.

If Releasor violates any of the provisions set forth in this agreement, Releasees may seek relief from the Court to recoup all settlement monies as well as any attorneys' fees and costs associated with such action. Specifically, this section of the Release, Section 1, is considered to be the material terms of this Release and material consideration for the settlement of this dispute between the parties. Releasor acknowledges that any breach of this Release may not be adequately addressed by money damages alone and injunctive relief would be warranted. In the event an action is brought before any tribunal in which it is determined that Releasor has breached any of the terms of this Release and any money damages or injunctive relief are awarded to any of the Releasees, Releasees shall be entitled to an award of attorneys' fees and costs. Releasor waives and shall not seek a jury trial regarding any claims arising out of this Release.

2. **Payment.** I have been paid a total of ten thousand (\$10,000), in full payment for making this Release, from the insurance carrier for Releasees. I

agree that I will not seek any further payment from You, including attorneys' fees.

3. **Who is Bound.** I am bound by this Release as well as any of my representatives. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

4. **Provisions.** The provisions of this Release are severable and if any part is found to be unenforceable, the other portion(s) shall remain fully valid and enforceable. This Release shall survive the terminations of any arrangements contained therein.

5. **Signatures.** I understand and agree to the terms of this Release. In addition, I represent and agree that I have had the opportunity to discuss all aspects of this Release with counsel or other personal advisor of my choice and that I have carefully read and fully understand all of the provisions of this Release, and that I am voluntarily entering into this Release.

6. **Entire Agreement.** This Release contains and constitutes the entire understanding and agreement between the parties hereto respecting the subject matter hereof and supersedes and cancels all previous negotiations, agreements, commitments and writings in connection herewith. This Release cannot be released, discharged, abandoned, supplemented, changed or modified in any manner, orally or otherwise, except by an instrument in writing of concurrent or subsequent date signed by a duly authorized officer or representative of each of the parties hereto.

7. **Governing Law.** This Release shall be governed and construed under the laws of the State of New Jersey without regard to its choice of law or conflict of law provisions.

Witnessed or Attested by:

PLAINTIFF




ARTHUR M. PIRONE

Dated: March 11, 2015

STATE OF NEW JERSEY :
 :
COUNTY OF Essex :
 :
 :
 :
 :

I CERTIFY that on March 11, 2015, ARTHUR M. PIRONE personally came before me and stated to my satisfaction that this person (or if more than one, each person):

- (a) Was the maker of the attached instrument; and
- (b) Executed this instrument as his or her own act.

Gary Moore, Esquire
New Jersey Attorney