

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

PIOTR KONOPACKI,

Plaintiff,

Case No.

vs.

TOWNSHIP OF UNION, UNION TOWNSHIP
POLICE DEPARTMENT, JOHN DOE 1-10,
JOHN DOE 11-20, ABC AGENCY 1-10 and
XYZ COMPANY 1-10.

Civil Action

Defendants.

Tania M. Pagan, Esq.
The Pagan Law Firm, P.C.
805 Third Avenue
Suite 1205
New York, New York 10022
Tel: (212) 967.8202
Fax: (212) 967.8794
Attorneys for the Plaintiff, Piotr Konopacki

VERIFIED COMPLAINT AND JURY DEMAND

NOW COMES Plaintiff, Piotr Konopacki, by and through his attorney, Tania M. Pagan, Esq. of the Pagan Law Firm, P.C. and for his Complaint against the defendants, Township of Union, Union Township Police Department; John Doe 1-10; John Doe 11 - 20; ABC Agency 1 - 10 and XYZ Company 1 - 10 hereby states as follows:

NATURE OF THE ACTION

This action seeks to recover economic damages as well as damages for emotional and mental distress as a result of the defendants' publicly wrongfully accusing the plaintiff, Piotr Konopacki, (hereinafter referred to as the "plaintiff") of unlawfully entering the subject premises located at 724 Green Lane, Union Township, New Jersey (hereinafter referred to as the "premises"), committing the act of burglary and being in possession of materials that were allegedly utilized in order to commit the subject offenses in Union Township, New Jersey on February 6, 2012. Defendants had arrested and charged the plaintiff with very serious criminal offenses although later conceded that the plaintiff was innocent and accordingly the plaintiff was exonerated of all charges. There is no other civil action between these parties arising out of the same incident or occurrence as alleged in this Complaint

pending in this Court, nor has any such action been filed and dismissed or transferred after having been assigned to a Judge.

JURISDICTION AND VENUE

This is a civil action whereby the plaintiff seeks economic damages together with damages for mental anguish and emotional distress against the Township of Union and the Union Township Police Department together with the individuals responsible in their official capacity, their agents, servants and employees. (*hereinafter collectively referred to as the "defendants"*) for the wrongful arrest, incarceration and prosecution of the plaintiff. This Court has jurisdiction over this action and over the parties. Jurisdiction is proper pursuant to 28 U.S.C. §§ 1331 and 1343, 42 U.S.C. § 1983 and common law. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because the acts complained of occurred in Union County, New Jersey and defendants are located in same.

PARTIES

1. The plaintiff, Piotr Konopacki, is a lawful permanent resident of the United States and resides at 1044 Woodland Avenue, 2nd Floor, Union Township, New Jersey, County of Union and State of New Jersey.
2. The defendant, Union Township Police Department (*hereinafter referred to as the "U.T.P.D." or individually and / or collectively as the "defendant(s)"*) is a department and agency within the Township of Union located at 981 Caldwell Avenue, Union, New Jersey 07083 that caused the illegitimate and wrongful arrest, incarceration and prosecution of the plaintiff.
3. The defendant, Union Township, New Jersey is a governmental agency that aided and abetted the defendant, U.T.P.D. in the illegitimate and wrongful arrest, incarceration and prosecution of the plaintiff and is located at the Municipal Complex, 1976 Morris Avenue, Union Township, New Jersey 07083.
4. John Doe 1-10 are fictitious defendants and are believed to be agents and employees of one or more of the named defendants and were directly involved in the wrongful accusation of the plaintiff.
5. John Doe 11-20 are fictitious defendants and are believed to be persons who aided and abetted one or more of the named defendants and/or are agents and employees of one or more of ABC Agency 1-10 and/or XYZ Company 1-10.
6. ABC Agency 1-10 and XYZ Company 1-10 are fictitious defendants and are believed to be entities that aided and abetted one or more of the named defendants.

FACTUAL ALLEGATIONS

7. On February 6, 2012, the plaintiff was returning home to New Jersey on the train from his employment in New York City as a high end furniture restorer and was suddenly and without cause arrested by the Union Township Police Department and charged with a

violation of N.J.S.A. 2C:18-2A(1) (Burglary), Complaint No. 2019-W-2012-000161 and N.J.S.A. 2C:5-5A (Possession of Burglary Tools), Complaint No. 2019-W-2012-000160.

8. On March 23, 2012, the violation of N.J.S.A. 2C:18-2A(1) (Burglary), bearing Complaint No. 2019-W-2012-000160, was dismissed by the Union County Prosecutor's Office on its own motion.
9. On September 17, 2012 the violation of N.J.S.A. 2C:5-5A (Possession of Burglary Tools), bearing Complaint No. 2019-W-2012-000161, was also dismissed by the Union Township Municipal Court as this Court found that there was clear error on the part of the defendants, that the plaintiff was misidentified and the charges against him were unfounded and unsubstantiated.
10. During and subsequent to the plaintiff's February 6, 2012 arrest, the plaintiff had suffered physical injuries as well as emotional and mental distress resulting from the aforesaid events as evidenced by Dr. David B. Brozyna's diagnosis stating that the impact of the defendants' actions has caused the plaintiff to sustain permanent psychological trauma.
11. The plaintiff has also sustained substantial economic damages created by the stigma associated with his wrongful arrest and detention at the hands of the defendants.
12. Based upon the foregoing, the defendants' actions have harmed and caused the plaintiff to sustain damages which include, but are not limited to the following:
 - a. Depriving the plaintiff of his liberty and freedom which was directly caused by the defendants' malice and reckless disregard for the truth; and
 - b. Causing the plaintiff's character and reputation to become defamed by the filing of false and unsubstantiated charges and the stigma associated therewith; and
 - c. Caused the plaintiff to suffer severe emotional and mental distress together with and compounded by substantial economic losses; and
 - d. Causing the plaintiff to sustain severe physical injuries as a result of the incident.

COUNT ONE

(Violation of 42 U.S.C. § 1983 Deprivation of Liberty-- All Defendants)

13. The plaintiff repeats the allegations that are set forth in paragraphs one (1) through twelve (12) of this complaint as if those allegations were set forth at length herein and made a part hereof.
14. The defendants suddenly and without cause arrested and incarcerated the plaintiff for multiple criminal offenses which were completely unsubstantiated. Accordingly, the New Jersey Superior and Municipal Courts dismissed the aforesaid charges against the plaintiff with prejudice in their entirety. The plaintiff was physically injured during his arrest and has been continuously undergoing extensive psychotherapy since the incident.
15. Throughout the plaintiff's incarceration, he was wrongfully deprived of his right to due process as a result of the defendants' reckless disregard for the truth.
16. By failing to abide by the terms of the Fifth and Fourteenth Amendments, the defendants caused the plaintiff to be damaged because, among other things, the deprivation of his freedom and significant loss of liberty had caused the plaintiff to suffer severe emotional and mental distress. Additionally, the plaintiff will expend additional time and money to treat the emotional, mental and physical injuries he suffered as well as be denied social and employment opportunities as a result of the stigma associated with his wrongful arrest and prosecution.

COUNT TWO

(Negligence -- All Defendants)

17. The plaintiff repeats the allegations that are set forth in paragraphs one (1) through sixteen (16) of this complaint as if those allegations were set forth at length herein and made a part hereof.
18. In undertaking the plaintiff's apprehension and the filing of criminal charges against him, the defendants had a duty to perform a diligent and comprehensive investigation prior to arresting, charging and prosecuting the plaintiff without basis or cause.
19. The defendants and John Doe 1-10 deviated from those standards by, among other things:
 - a. Failing to obtain proper and accurate verification of the plaintiff's identity prior to his subsequent arrest and incarceration; and
 - b. Failing to provide a reasonable basis for their belief that the plaintiff was a suspect in that matter;

20. At all times the defendants and John Doe 1-10 were acting within the scope of their employment by the defendants and with their full knowledge.
21. As a direct and proximate result of the negligent acts or omissions of the defendants and John Does 1-10 the plaintiff has suffered significant damages.

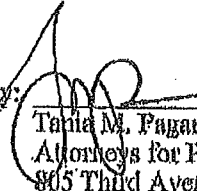
WHEREFORE, the plaintiff, Piotr Konopaoki, prays that this Court enter judgment against the defendants and John Does 1-10 providing the following relief:

- a. Assuming jurisdiction over this matter; and
- b. Compensatory damages, exclusive of costs and interest, that plaintiff is found to be entitled;
- c. Punitive/ exemplary damages against the defendants, exclusive of costs and interest, that plaintiff is found to be entitled; and
- d. An order restraining and enjoining the defendants from further acts of discrimination or retaliation; and
- e. An award of interest, costs and reasonable attorney's fees; and
- f. Other such relief that the Court deems proper in the interests of justice.

JURY DEMAND

Plaintiff hereby demands trial by jury as to each count of the Complaint.

THE PAGAN LAW FIRM, P.C.


By: 
Tania M. Pagan, Esq.
Attorneys for Plaintiff, Piotr Konopaeki
805 Third Avenue
Suite 1205
New York, New York 10022
Tel: (212) 967.8202
Fax: (212) 967.8794

Dated:

DESIGNATION OF TRIAL COUNSEL

Pursuant to the provisions of the Rules of Court, the Court is advised that Tania M. Pagan, Esq. is hereby designated as trial counsel for the Plaintiff.

THE PAGAN LAW FIRM, P.C.

By: 
Tania M. Pagan, Esq.
Attorneys for Plaintiff, Piotr Konopaeki
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Suite 1205
New York, New York 10022
Tel: (212) 967.8202
Fax: (212) 967.8794

Dated: 2/6/14

CERTIFICATION OF NO OTHER ACTIONS

I hereby certify that there is no other civil action between these parties arising out of the same incident or occurrence as alleged in this Complaint pending in this Court, nor has any such action been filed and dismissed or transferred after having been assigned to a Judge.

I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

THE PAGAN LAW FIRM, P.C.

By: _____

[Handwritten Signature]
Tania M. Pagan, Esq.
Attorneys for Plaintiff, Piotr Konopacki
805 Third Avenue
Suite 1205
New York, New York 10022
Tel: (212) 967.8202
Fax: (212) 967.8794

Dated: 2/6/14

DEMAND FOR DISCOVERY AND INSURANCE COVERAGE

Pursuant to the Rules of Court, demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or to indemnify or reimburse for payments made to satisfy the judgment. If such a policy or agreement exists, state the name and address of the insurance company, policy number, inception and expiration dates, liability limits, and names and addresses of all persons insured under said policy or agreement.

THE PAGAN LAW FIRM, P.C.

By: 

Jim M. Pagan, Esq.
Attorneys for Plaintiff, Piotr Konopacki
805 Third Avenue
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Dated: 2/6/14

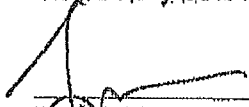
VERIFICATION

I, Piotr Konopacki, a lawful permanent resident of the United States and resident of the State of New Jersey, am the plaintiff in this action. I have reviewed the foregoing Verified Complaint and declare under penalty of perjury under the laws of the United States of America that the foregoing facts are correct and true to the best of my knowledge and belief and that those factual matters that are stated upon information and belief are believed by me to be true.

Piotr Konopacki
Piotr Konopacki

Dated: 2/6/14

Respectfully Submitted,


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**Attorneys for Defendants, Township of Union
and Union Township Police Department**

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

PIOTR KONOPACKI, :
 :
 Plaintiff, : **CIVIL ACTION NO.: 2:14-CV-782**
 : **(CCC-MF)**

 vs. : Civil Action

 TOWNSHIP OF UNION, UNION TOWN-:
 SHIP POLICE DEPARTMENT, JOHN
 DOE 1-10, JOHN DOE 11-20, ABC :
 AGENCY 1-10, XYZ COMPANY 1-10 :
 :
 Defendants. :
 _____ :

SETTLEMENT AGREEMENT and MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the "Settlement Agreement") is made and entered into this _____ day of _____, 2015, by and between:

"Plaintiff" - Piotr Konopacki
"Defendants" - Township of Union and Union Township Police Department
"Party/Parties"- The Plaintiff and Defendants are sometimes referred to herein individually as "Party" and collectively as "the Parties".

RECITALS

A. **WHEREAS**, the Plaintiff and the Defendants named herein desire to avoid the uncertainty and expense involved in litigation and to compromise and settle now and forever and dispute and controversy (and not as to any other party) between

them only, including all claims or counterclaims that were or could have been brought in an action, excluding only those covenants and obligations created by this Settlement Agreement;

- B. **WHEREAS**, the parties desire to enter into this Settlement Agreement in order to provide for payment in full settlement and discharge of any and all claims or counterclaims between them only which are, or might have been, the subject matter of the Complaint and counterclaim, if any, upon the terms and conditions set forth below; and
- C. **NOW THEREFORE**, in consideration of the recitals, covenants, releases and agreements conferred herein, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties promise, undertake and agree as follows:

AGREEMENT

1.0 RELEASE AND DISCHARGE

- 1.1 Except as set forth in this Settlement Agreement and Release, Plaintiff hereby completely releases and forever discharges Defendants from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, claims for refund of payments made, expenses and compensation of any nature whatsoever, whether based on a tort, contract or claims of deprivation of rights under color of Federal or State Law or any other theory of recovery, including but not limited to any and all damages of any kind, which Plaintiff had or claimed, or which may hereafter accrue or otherwise be

acquired, on account of , or may in any way grow out of, or which are the subject of the Complaint (and all related pleadings).

1.2 Except as set forth in this Settlement Agreement and Release, Defendants hereby completely release and forever discharge Plaintiff and its servants, employees or others acting on its behalf, from any and all past, present, or future claims, demands, obligations, actions, causes of action, rights, damages, costs, losses of services, claims for refund of payments made, expenses and compensation of any nature whatsoever, whether based on a tort, contract or claims of deprivation of rights under color of Federal or State Law or any other theory of recovery, including but not limited to any and all damages of any kind, which Defendants had or claimed, or which may hereafter accrue or otherwise be acquired, on account of, or may in any way grow out of, or which are the subject of the Complaint (and all related pleadings).

1.3 This Release shall be a fully binding and complete settlement only between Plaintiff and Defendant.

1.4 This release is intended to release only the parties specifically named in this release from claims in the action.

1.5 The Parties acknowledge and agree that this Settlement Agreement is being entered into, and the consideration is being paid, in full compromise and settlement of disputed claims for the purpose of avoiding further dispute, trouble, litigation, and expense by each party. The parties further acknowledge and agree that neither the fact of the compromise and

settlement, nor the payment of any consideration thereunder, nor the execution of this Settlement Agreement shall be taken in any way as an admission of any liability by any of the Parties.

2.0 PAYMENTS

- 2.1** In consideration of the release set forth above, Defendants shall pay Plaintiff the sum of \$30,000.00 (Thirty Thousand)
- 2.2** Defendants shall pay the funds set forth above to “Piotr Konopacki and The Pagan Law Firm” as his attorneys by cashier or certified check delivered to Counsel for Plaintiff.
- 2.3** The payment of the Settlement Amount represents fair and adequate consideration for this Release and Settlement Agreement.

3.0 REMEDIES UPON DEFAULT OR FAILURE TO PAY

- 3.1** In the event that Defendants fail to deliver any payment on or before the date it is due, Plaintiff (or its counsel) shall give written notice of the default to counsel for the Defendants by ordinary mail and Defendants shall have ten (10) days from the date of that notice to cure any default by delivering the payment due.
- 3.2** In the event the Defendants fail to cure the default by delivering the overdue payment to the counsel for Defendants within ten (10) days of the date of the notice of default, any and all remaining payments due under this agreement shall become immediately due and owing, and shall bear interest at the legal rate from the date of default.

3.3 Upon the default and any failure to cure, Plaintiff shall have the right to pursue any and all available rights, remedies, and means of legal redress to collect all remaining payments due plus interest from the date of default. This includes, but is not limited to, the right to file the Warrant of Attorney to Confess Judgment which is attached and incorporated herein by reference to Exhibit A.

4.0 ATTORNEY'S FEES AND LIENS

The Parties hereby agree that each Party shall be solely responsible for its own attorneys' fees and costs incurred in connection with the litigation and the negotiations leading to the execution of this Agreement. Each Party shall waive any and all claim or right to reimbursement of attorneys' fees or costs, whether authorized by State or Federal Law or by court rule.

5.0 GOVERNING LAW

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey.

6.0 ADDITIONAL DOCUMENTS AND DISCOVERY

All Parties agree to cooperate fully and executed any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement. Plaintiff and Defendants specifically authorize their counsel in this matter to accept, and agree to accept, any and all subsequent process in this case, including any notice or subpoena for testimony, concerning their role in this matter.

7.0 ENTIRE AGREEMENT

This Settlement Agreement contains the entire agreement between Plaintiff and Defendants and shall not inure to the benefit of any other person.

8.0 CONFIDENTIALITY

8.1 Except as set forth below or elsewhere in this Agreement, the Parties warrant and agree that neither they nor anyone acting on their behalf, nor their successors and/or assignees, will discuss, communicate, publish, publicize, disseminate, confirm or otherwise disclose or cause to be disclosed, communicated, published, publicized, disseminated, confirmed or discussed the terms of the settlement set forth herein to any third party or any organization or entity, except only: (i) to the Parties' respective attorneys for the purpose of obtaining legal advice; (ii) as required by court order, subpoena, other legal process, or as otherwise required by law, including, but not limited to, the provisions of N.J.S.A. 17:33a-1; (iii) as reasonable to enforce the terms of this Agreement; (iv) to defend against any claim for enforcement of this Agreement brought against any party to this Agreement; or (v) to the extent the other Party hereto shall have consented to such disclosure in writing.

9. EFFECTIVENESS

This Settlement Agreement shall become effective immediately following execution by each of the parties.

10. COUNTERPARTS

This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

11. SEVERABILITY

If any of the provision, term, or clause of this Settlement Agreement is declared illegal, unenforceable or ineffective in any legal forum, said provision, term, and clause shall be deemed severable, such that all other provisions, terms and clauses of this Settlement Agreement shall remain valid and binding upon all Parties.

12. HEADINGS

The headings to the various clauses of this Agreement have been inserted for convenience only and shall not be used to interpret or construe the meaning of the terms and provision hereof.

THE PAGAN LAW FIRM, LLC
Attorneys for Plaintiff

By: _____
Tania M. Pagan, Esq.

By: _____
Pietr Konopacki, Plaintiff

GRIECO & DeFILIPPO, L.L.C.
Attorney for Defendant. Township of Union
And Union Township Police Department

By: _____
Nicholas A. Grieco, Esq.