

JOEL I. RACHMIEL, ESQ.
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Springfield, New Jersey 07081
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Attorney for Plaintiff

MICHAEL PAGLIAROLI,

Plaintiff,

vs.

UNION TOWNSHIP POLICE
DEPARTMENT, OFFICER JASON
BROOKS, SGT. BARRY COHEN,
OFFICER FORD, OFFICER
PENETRA, AND OFFICER JOHN
DOE (Fictitious Name),

Defendants.

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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION : UNION COUNTY
DOCKET NO. UNNL

UNNL 3475 13

Civil Action

COMPLAINT,
JURY DEMAND,
AND DEMAND FOR ANSWERS TO FORM C
INTERROGATORIES

Plaintiff Michael Pagliaroli, residing at 1371 Stuyvesant Avenue, in Union Township, County of Union, and State of New Jersey, by way of Complaint against the defendants, alleges and says:

FIRST COUNT

1. At all times mentioned herein, defendant Union Township Police Department was a duly authorized law enforcement agency established under the laws of the State of New Jersey.
2. At all times mentioned herein, individual defendants Officer Jason Brooks, Sgt. Barry Cohen, Officer Ford, Officer Penetra, and Officer John Doe (Fictitious Name) were the employees, agents, or servants of the Union Township Police Department and were at all times acting in the course of that employment.
3. On or about May 17, 2013, individual defendants Officer Jason Brooks, Sgt. Barry Cohen, Officer Ford, Officer Penetra, and Officer John Doe (Fictitious Name) did illegally, improperly and without probable cause to do so seize and arrest or cause to be seized and arrested plaintiff Michael Pagliaroli.
4. There was no probable cause for the illegal seizure and arrest of plaintiff or for the negligent, careless, grossly negligent, and reckless behavior of defendants.

5. The conduct of defendants aforesaid, who were acting individually, jointly and in conspiracy with each other, resulted in plaintiff being falsely, maliciously and unlawfully arrested and restrained and subjected to an illegal seizure, thereby depriving plaintiff of his right to be free from the unreasonable and unlawful seizure of his person in violation of the Fourth and Fourteenth Amendments to the United States Constitution, Article I, Paragraph 7 of the New Jersey Constitution, and the New Jersey Civil Rights Act, NJSA 10:6-1 and -2.

6. All of the acts aforesaid were undertaken in a willful and malicious manner with an immoral purpose and to unjustly enrich the defendants and to injure the reputation, standing and integrity of plaintiff, to his detriment, and defendants are therefore liable to plaintiff for punitive damages in addition to compensatory damages.

7. As a direct and proximate result of the actions of the defendants, and particularly of their willful, intentional, false, malicious, reckless, or grossly negligent actions in seizing and arresting plaintiff, plaintiff was greatly humiliated and disgraced, suffered great mental and physical anguish, suffered severe damage to his reputation and standing in the community, and has otherwise been damaged and injured in diverse other manners to his great detriment.

WHEREFORE, plaintiff demands judgment for damages against the individual defendants, both compensatory and punitive, together with reasonable attorney's fees, lawful interest and costs of suit.

SECOND COUNT

1. Plaintiff repeats all the allegations contained in the First Count of the Complaint as though set forth fully at length.

2. The individual defendants used excessive force in implementing their unreasonable seizure and arrest of plaintiff in violation of the Fourth, Eighth and Fourteenth Amendments to the United States Constitution, Article I, Paragraphs 7 and 12 of the New Jersey Constitution, and the New Jersey Civil Rights Act, NJSA 10:6-1 and -2.

WHEREFORE, plaintiff demands judgment for damages against the individual defendants, both compensatory and punitive, together with reasonable attorney's fees, lawful interest and costs of suit.

THIRD COUNT

1. Plaintiff repeats the allegations contained in the First and Second Counts of the

Complaint as though set forth fully at length.

2. The individual defendants did illegally, improperly and without probable cause to do so enter and search plaintiff's home.

3. There was no probable cause or exigent circumstances for the illegal warrantless entry and search of plaintiff's home or for the negligent, careless and reckless behavior of defendants.

4. The conduct of defendants aforesaid who were acting individually, jointly and in conspiracy with each other, resulted in plaintiff being falsely, maliciously and unlawfully subjected to an illegal home search, thereby depriving plaintiff of his right to be free from the unreasonable and unlawful search of his home in violation of the Fourth and Fourteenth Amendments to the United States Constitution, Article I, Paragraph 7 of the New Jersey Constitution, and the New Jersey Civil Rights Act, NJSA 10:6-1 and -2.

5. All of the acts aforesaid were undertaken in a willful and malicious manner with an immoral purpose and to unjustly enrich the defendants and to injure the reputation, standing and integrity of plaintiff, to his detriment, and defendants are therefore liable to plaintiff for punitive damages in addition to compensatory damages.

7. As a direct and proximate result of the actions of the defendants and particularly of their willful, intentional, false, malicious, reckless, or grossly negligent actions in illegally searching his home, plaintiff was greatly humiliated and disgraced, suffered great mental and physical anguish, suffered severe damage to his reputation and standing in the community, and has otherwise been damaged and injured in diverse other manners to his great detriment.

WHEREFORE, plaintiff demands judgment for damages against the individual defendants, both compensatory and punitive, together with reasonable attorney's fees, lawful interest and costs of suit.

FOURTH COUNT

1. Plaintiff repeats the allegations contained in the First, Second, and Third Counts of the Complaint as though set forth fully at length.

2. At all times mentioned herein, the Union Township Police Department was the employer of the individual defendants who were acting as its agents, servants and employees.

3. The Union Township Police Department failed to use reasonable care in the

selection of its employees, agents and servants, failed to properly train and supervise the individual defendants, and failed to provide appropriate safeguards to prevent the unlawful conduct described resulting in the violation of plaintiff's civil rights.

4. The Union Township Police Department acted under color of law pursuant to its official policy or custom and practice and intentionally, knowingly, recklessly or with deliberate indifference failed to properly and adequately control and discipline on a continuing basis the individual defendants in the performance of their duties and otherwise failed to refrain the individual defendants from the unlawful conduct described resulting in the violation of plaintiff's civil rights.

5. The Union Township Police Department had knowledge of or had it diligently exercised its duties to instruct, supervise, control and discipline the individual defendants on a continuing basis should have had knowledge of the wrongs that were done as alleged and intentionally, knowingly, or with deliberate indifference to the rights of plaintiff failed or refused to prevent their commission.

6. The Union Township Police Department directly or indirectly and under color of law thereby approved or ratified the unlawful, deliberate, malicious, reckless and wanton conduct of the individual defendants.

WHEREFORE, plaintiff demands judgment against the defendant Union Township Police Department for both compensatory and punitive damages, together with reasonable attorney's fees, lawful interest and costs of suit.

JURY DEMAND

Plaintiff hereby demands trial by jury on all issues.

DEMAND FOR CERTIFIED ANSWERS TO FORM C INTERROGATORIES AND OTHER RELATED DOCUMENTS PURSUANT TO RULE 4:17-1

Pursuant to Rule 4:17-1, plaintiff hereby demands that defendants upon whom this pleading is served furnish fully responsive and certified answers to Form C Interrogatories together with the attachments required therein within the time prescribed by the Rules of Court.

ATTORNEY CERTIFICATION PURSUANT TO R.4:5-1(b)2

The matter in controversy is not the subject of any other action pending in any Court or of any pending arbitration proceeding, nor are any such actions or arbitrations

contemplated. There are no other known parties who should be joined in this action.

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 for contempt of court.



JOEL I. RACHMIEL
Attorney for Plaintiff

Dated : October 1, 2013

Karen M. Buerle, Esq.
Attorney ID# 026481981
GRIECO & DeFILIPPO, LLC
414 Eagle Rock Avenue, Suite 200
West Orange, New Jersey 07052
(973) 243-2099
Attorneys for Defendants, Officer Jason Brooks,
Sgt. Barry Cohen, Officer Ford and Officer Penetra

_____	:	SUPERIOR COURT OF NEW JERSEY
MICHAEL PAGLIAROLI	:	LAW DIVISION: UNION COUNTY
	:	DOCKET NO.: UNN-L-3475-13
Plaintiff,	:	
	:	
vs.	:	Civil Action
	:	
UNION TOWNSHIP POLICE	:	
DEPARTMENT, OFFICER JASON	:	SETTLEMENT AGREEMENT AND
BROOKS, SGT. BARRY COHEN,	:	RELEASE
OFFICER FORD, OFFICER PENETRA,	:	
AND OFFICER JOHN DOE (Fictitious	:	
Name),	:	
Defendants.	:	
_____	:	

THIS SETTLEMENT AGREEMENT AND RELEASE (“Settlement Agreement”) is made and entered into this _____ day of _____, 2015 by and between Plaintiff **MICHAEL PAGLIAROLI** (hereinafter referred to as “**PLAINTIFF**” or “**RELEASOR**”), and Defendants, **OFFICER JASON BROOKS, SGT. BARRY COHEN, OFFICER FORD AND OFFICER PENETRA**, (hereinafter referred to as “**DEFENDANTS**”) together with their affiliated, parent of subsidiary corporation, or agencies, and their owners, officers, counsel, servants, agents, employees, underwriters, principals, insurers, successor and assigns (collectively with Defendants referred to as “**RELEASEES**”).

RECITAL

A. Plaintiff is in an action pending against the Union Township Police Department, Officer Jason Brooks, Sgt. Barry Cohen, Officer Ford and Officer Penetra, in the Superior Court of New Jersey, County of Union, bearing Docket No. UNN-L-3475-13.

B. The parties hereto desire to enter into this Settlement Agreement in order to provide for certain payment, in full settlement and discharge of all claims against Defendants, **OFFICER JASON BROOKS, SGT. BARRY COHEN, OFFICER FORD AND OFFICER PENETRA**, that are the subject of Plaintiff's Complaint in the above captioned action, upon the terms and conditions set forth herein. This settlement is made in full settlement of all claims arising out of *Michael Pagliaroli v. Union Township Police Department et al.*, Docket Number UNN-L-3475-13, in which the plaintiff alleges state law claims for false arrest and excessive force as well as claims under the United States Constitution and the New Jersey Civil Rights Act, (hereinafter the "subject incident") as a result of Defendants' actions.

AGREEMENT

The parties to this lawsuit hereto agree as follows:

1. Release and Discharge

For and in consideration of \$125,000.00 made payable through counsel to plaintiff "Michael Pagliaroli" by and on behalf of Defendants, Plaintiff did, for himself and his agents, heirs, administrators, executors, successors, assigns and insurers, hereby release, acquit and forever discharge **RELEASEES**, from any and all past, present and future claims, suits, demands, losses, costs, charges, complaints, actions, expenses or causes of action, and any other claim whatsoever that has arisen or may arise from or by reason of damages that have resulted or may hereafter result from the subject allegation and for **RELEASEES'** conduct relating thereto, and

for which **RELEASOR** claims **RELEASEES** are legally liable in part or in whole. The consideration for this Release is a full and complete compromise and settlement of any and all of the aforesaid pending, future and possible, known or unknown, claims and matters being released herein.

RELEASOR agrees that the aforesaid payment does not constitute an admission of liability, but is made solely as a matter of compromise of disputed claims for which liability is expressly denied by **RELEASEES**. **RELEASOR** further expressly acknowledges that payment of the aforementioned sum constitutes a full and complete satisfaction of any past or continuing obligation on the part of the **RELEASEES**.

RELEASOR agrees, through his attorneys or representatives, to dismiss all legal actions with prejudice as being fully compromised and settled with respect to **RELEASEES** including, but not limited to, the litigation described in the Recital above.

RELEASOR warrants that:

RELEASOR has the sole right and exclusive authority to execute this Release and receive the sum specified herein; and

RELEASOR has not sold, assigned, transferred, conveyed or otherwise disposed of any claims, demands, obligations, or causes of action referred to in this Release.

1. Warranty of Capacity to Execute Agreement:

RELEASOR warrants that he has not been induced to execute this Release by any representation, promise, warranty, covenant or agreement made by or on behalf of **RELEASEES** or any other party or person, other than those matters specifically set forth herein.

RELEASOR warrants that he is of legal age, and under no legal disability of any kind,

and is fully and completely competent to execute and deliver this Release, and is fully authorized to execute this Release on his behalf in the litigation described more fully in the Recital above.

2. General Release:

RELEASOR hereby acknowledges and agrees that the Release set forth in Paragraph 1 hereof is a General Release as to **RELEASEES**, and further expressly waives and assumes the risk of any and all claims for damages of which they are aware, and those which **RELEASOR** does not know of or suspect to exist, whether through ignorance, oversight, error, negligence, or otherwise, and which, if known, would materially affect the decision to enter into this Settlement Agreement. **RELEASOR** further agrees that payment of the sums specified herein has been accepted as a complete compromise and satisfaction of matters involving disputed issues of the law and fact. **RELEASOR** fully assumes the risk that the facts and the law may be otherwise than **RELEASOR** believes them to be.

3. Dismissal with Prejudice:

Counsel for **RELEASEES** have delivered to counsel for **RELEASOR** herewith a proposed Stipulation of Dismissal, dismissing all of **RELEASOR'S** claims against **RELEASEES** with prejudice, which Stipulation of Dismissal shall be executed by **RELEASOR'S** counsel, returned to **RELEASEES'** counsel, and filed with the Court and a copy thereof provided to **RELEASOR'S** counsel.

4. Agreement to Hold Harmless and Indemnify:

RELEASOR agrees to hold harmless and to indemnify **RELEASEES** from any claims that may be asserted by **RELEASOR** against any third-party arising out of or which may arise out of the facts and circumstances set forth in the Complaint. **RELEASOR** further agrees to satisfy any liens, claims or encumbrances asserted by any third-party relating to or arising out of or which may arise out of the subject incident and/or the alleged conduct of **RELEASEES** with regard to the subject incident and, as such, will hold **RELEASEES** harmless and indemnify

RELEASEES from any claims or rights asserted against **RELEASEES** by any third-party asserting such lien, claim or encumbrance. This provision specifically encompasses, but is not limited to, any and all outstanding attorney, medical, hospital and chiropractic bills relating to the subject incident.

5. Entire Agreement and Successors in Interest:

This Settlement Agreement and Release contains the entire agreement between Plaintiff and Defendants with regard to the matters set forth herein, and supersedes any prior written or oral agreements, understandings or arrangements. This Settlement Agreement and Release shall be binding upon and inure to the benefit of the executors, administrators, personal representatives, heirs, successors and assigns of each.

6. Confidentiality:

As a condition of this Settlement Agreement and Release, Plaintiff and his attorneys hereby agree not to reveal either the terms and conditions of this Settlement Agreement and Release or the amount or range of amount of said compromise payment and settlement made on behalf of Defendants to anyone at any time, except insofar as any such disclosure may be required by law.

As a further condition of this Settlement Agreement and Release, the undersigned and their attorneys hereby represent that they have neither disclosed the amount of the settlement nor have, in any manner, publicized the existence of the settlement, other than to indicate that the dispute between the Plaintiff and Defendants has been resolved.

It is understood and agreed that all documents, including any drawings, photographs, labels, videos and all written material of every description, and all copies thereof of notes pertaining to this matter, which have been produced by Defendants in discovery in the within matter shall be returned forthwith to counsel for the Defendants contemporaneously with the delivery of the executed Settlement Agreement and Release.

7. **Representation of Comprehension of Document:**

In entering into this Settlement Agreement and Release, **RELEASOR** represents that he is and has been represented by counsel of his choice at the time of execution of this Settlement Agreement and Release, that the **RELEASOR** has relied upon the legal advice of such counsel, that the terms of this Settlement Agreement and Release have been completely read and explained to the **RELEASOR** by said counsel and that those terms are fully understood and voluntarily accepted by the **RELEASOR**.

Executed this ____ day of _____, 2015.

STATE OF NEW JERSEY:

: SS

COUNTY OF UNION :

Sworn to and subscribed
before me this ____ day
of _____, 2015

By: **MICHAEL PAGLIAROLI**
Plaintiff- Releasor

By: **JOEL I. RACHIMIEL, ESQ.**
Counsel for Plaintiff- Releasor

By: **KAREN M. BUERLE, ESQ.**
Counsel for Officer Jason Brooks, Sgt.
Barry Cohen, Officer Ford and Officer
Penetra Defendants-Releasees