

**SWARTZ CAMPBELL LLC**

**BY:** Stephen R. Dumser  
1300 Route 73 South  
Bloom Court, Suite 101  
Mt. Laurel, New Jersey 08054  
(856) 727-4777

Attorney for Plaintiff  
Rosa M. Badalamenti

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

ROSA M. BADALAMENTI  
Plaintiff,

: CIVIL ACTION  
: NO.

v.

:  
:

: COMPLAINT AND JURY DEMAND

BOROUGH OF WESTVILLE and  
MICHAEL DENICK,  
Defendants.

:  
:  
:

---

Plaintiff, Rosa M. Badalamenti, by and through her attorneys, Swartz Campbell LLC, Stephen R. Dumser, Esquire, complaining of defendants Borough of Westville and Michael Denick, herein, alleges, upon information and belief, as follows:

1. This is a civil action seeking money damages against Police Officer Michael Denick and the Borough of Westville, New Jersey, for acts committed under the color of State law, which deprived plaintiff of rights secured under the Constitution of the United States and for refusing, neglecting to prevent such deprivations and denials to plaintiff. Plaintiff alleges that defendant Michael Denick unlawfully used excessive force, assaulted and battered plaintiff in violation of her constitutional rights. Plaintiff also alleges that defendant Michael Denick inflicted punishment and humiliation upon her in violation of her constitutional rights, including her constitutional right of privacy, and rights to due

process and equal protection under the Fourteenth Amendment of the United States Constitution. Plaintiff further alleges that the Borough of Westville, through its police department, is liable for plaintiff's damages because the Borough of Westville failed to instruct, supervise, control, and discipline defendant Michael Denick on a continuing basis and said failure was the result of an official policy or the custom, practice and usage of the Borough of Westville, and that the policy makers of the Borough of Westville were deliberately indifferent to the rights of individuals such as plaintiff, and that the said conduct caused the deprivation of plaintiff's rights secured under the United States Constitution, the laws of the United States and the laws of the State of New Jersey.

2. This action is brought pursuant to 42 U.S.C. §1983 and §1988 and the Fourth and Fourteenth Amendments of the United States Constitution. The Court has jurisdiction of this action under 42 U.S.C. §1983, 28 U.S.C. §1343 and 28 U.S.C. §1331. Plaintiff further invokes the supplemental jurisdiction of this Court to hear and decide claims under State law. The amount in controversy is in excess of \$75,000.00.

#### **PARTIES**

3. Plaintiff, Rosa M. Badalamenti is a citizen and resides at 301 New Broadway, Brooklawn, Camden County, New Jersey, and the United States of America.

4. At all times referred to herein, defendant Michael Denick (Hereinafter "Denick") was a police officer in the Borough of Westville police department and was acting in the capacity as an employee of the Borough of Westville and was acting under the direction and control of the Borough of Westville and its police department, and was acting

pursuant to official policy, or custom, practice and usage of the Borough of Westville and its police department.

5. Defendant, Borough of Westville, New Jersey, is a municipal corporation organized and existing under the laws of the State of New Jersey. In this cause, the Borough acted through its employees who were the policymakers for the Borough's police department and for the conduct of the police officer employed by the Borough, and through defendant Denick.

6. Plaintiff sues defendant Denick in his individual and official capacities.

7. At all times referred to herein, defendant Denick acted under color of the laws, statutes, ordinances, regulations, policies, customs and usages of the State of New Jersey, the Borough of Westville and the Borough's police department and pursuant to his authority as a police officer for the police department.

8. On or about March 20, 2010, at approximately 8:30 p.m. at Schileen's Pub, 32 Delsea Drive, Westville, New Jersey, defendant Denick, while on duty as a police officer in the employ of the Borough of Westville, placed plaintiff under arrest.

9. During said arrest, defendant Denick physically abused plaintiff by inflicting excessive force on her person causing marks and bruising on her chest and arms and wrists.

10. At no time did plaintiff attempt to resist arrest by defendant Denick or offer violence or communicate a threat to defendant Denick. Defendant Denick did not charge plaintiff with, nor did she commit, any felony.

COUNT I

**Excessive Use of Force by Defendant Denick Cognizable Under 42 U.S.C. §1983**

11. Plaintiff incorporates herein each and every allegation set forth in paragraphs 1 through 10 of this Complaint as though fully set forth herein.

12. On March 20, 2010, at about 8:30 p.m., defendant Denick while on duty as a police officer in the employ of the Borough of Westville took into custody and arrested plaintiff at the Schileen's Pub, 32 Delsea Drive, Westville, New Jersey. In so doing, defendant Denick deliberately and intentionally used excessive and objectively unreasonable force upon the person of plaintiff causing injury and bruising to her chest, arms and wrists.

13. As a direct and proximate result of the aforementioned unlawful and malicious physical assault upon plaintiff by defendant Denick, committed under color of law and under his authority as a Borough of Westville police officer, plaintiff suffered bodily harm and was deprived of her right to be secure in her person, against unreasonable seizure of her person and the use of excessive force, in violation of the Fourth and Fourteenth Amendments of the Constitution of the United States and 42 U.S.C. §1983.

14. As a direct and proximate result of the outrageous conduct by defendant Denick, plaintiff suffered injuries and damages, including marks and bruising on her chest, arms and wrists.

15. The acts of defendant Denick were intentional, wanton, malicious and oppressive, thus entitling plaintiff to an award of punitive damages against defendant Denick in his individual capacity.

16. If plaintiff prevails, she is entitled to an award of attorney's fees and costs pursuant to 42 U.S.C. §1988.

**WHEREFORE**, plaintiff prays for judgment against defendant Denick for compensation and punitive damages, plus costs, attorney's fees and such other relief as the Court deems fair and appropriate.

## COUNT II

### **Punishment By Defendant Denick Cognizable Under 42 U.S.C. §1983 and the Fourteenth Amendment**

17. Plaintiff incorporates herein each and every allegation set forth in paragraphs 1 through 16 of this Complaint as though fully set forth herein.

18. On March 20, 2010, after 8:30 p.m., plaintiff was transported to the Borough of Westville police department station, located at 114 Crown Point Road, Westville, New Jersey. Denick placed plaintiff in a jail cell and handcuffed one of her wrists to a bench affixed to the floor and locked the jail cell door.

19. At all times pertinent to Count II, plaintiff was a detainee of defendant Denick and the Borough of Westville police department.

20. Plaintiff's person, while located in the jail cell, was visible and obvious to defendant Denick and other individuals and male police officers located in the Westville police department station.

21. After plaintiff had been processed by defendant Denick and while she was eligible for release and waiting for a friend to transport her home, plaintiff informed defendant Denick of her urgent need to urinate and requested access to a bathroom

facility.

22. The jail cell in which plaintiff was located did not have a toilet facility or even a drain. Defendant Denick knew and was aware that the jail cell in which plaintiff was located did not have a toilet facility or a drain.

23. In response to plaintiff's urgent request for access to a bathroom facility to urinate, defendant Denick instructed her to urinate on the floor of her jail cell. In surprise and shock at defendant Denick's response, plaintiff again requested access to a bathroom facility to urinate. Defendant Denick again instructed her to urinate on the floor of her jail cell.

24. As a result of not being allowed access to a bathroom facility plaintiff suffered from painful urgency and pressure.

25. As a result of not being allowed access to a bathroom facility and due to the excessive painful urgency and pressure, plaintiff was required to unfasten and lower her jeans and undergarments, in full view of other individuals and male police officers in the police department station, to squat, while handcuffed to the bench, and urinate on the floor of the jail cell.

26. While and after completion of urinating on the floor of the jail cell, plaintiff was unable to avoid soiling her person and clothing with urine.

27. The aforesaid constituted punishment inflicted upon plaintiff by defendant Danick in the scope of his duties as an employee of the Borough of Westville police department and under color of state law.

28. The punishment inflicted upon plaintiff, while she was a detainee, by

defendant Denick was in violation of the Fourteenth Amendment to the United States Constitution and in violation of 42 U.S.C. §1983.

29. The punishment inflicted upon plaintiff by defendant Denick was not necessary for or incident to plaintiff's detention and was not reasonably related to any legitimate goal and was arbitrary and without legitimate purpose.

30. The conditions and circumstances experienced by plaintiff at the hands of defendant Denick were imposed for purpose of punishment.

31. As a direct and proximate result of the outrageous conduct of defendant Denick, plaintiff suffered severe humiliation and emotional distress, with accompanying physical manifestations that continue and will continue into the future on a permanent basis.

32. The acts of defendant Denick were intentional, wanton, malicious and oppressive, thus entitling plaintiff to an award of punitive damages against defendant Denick in his individual capacity.

33. If plaintiff prevails, she is entitled to an award of attorney's fees and costs pursuant to 42 U.S.C. §1988.

**WHEREFORE**, plaintiff prays for judgment against defendant Denick for compensation and punitive damages, plus costs, attorney's fees and such other relief as the Court deems fair and appropriate.

**COUNT III**

**Discrimination By Defendant Denick Cognizable Under 42 U.S.C. §1983  
And the Fourteenth Amendment**

34. Plaintiff incorporates herein each and every allegation set forth in paragraphs 1 through 33 of this Complaint as though fully set forth herein.

35. The conduct of Michael Denick, in compelling plaintiff to disrobe and urinate on the floor of the jail cell in his presence, was motivated by plaintiff's gender status as a woman and Denick's prurient interests.

36. The conduct of Michael Denick in compelling plaintiff to disrobe and urinate on the floor of the jail cell in his presence, constituted sexual discrimination in violation of the Fourteenth Amendment to the United States Constitution.

37. The conduct of Michael Denick, in compelling plaintiff to disrobe and urinate on the floor of the jail cell in his presence, was done under color of state law and not incidental to any legitimate governmental or police purpose.

38. As a direct and proximate result of defendant Denick's outrageous conduct as aforesaid, plaintiff suffered severe humiliation and emotional distress, with accompanying physical manifestations that continue and will continue into the future on a permanent basis.

39. The acts of defendant Denick were intentional, wanton, malicious and oppressive, thus entitling plaintiff to an award of punitive damages against defendant Denick in his individual capacity.

40. If plaintiff prevails, she is entitled to an award of attorney's fees and costs pursuant to 42 U.S.C. §1988.



**WHEREFORE**, plaintiff prays for judgment against defendant Denick for compensation and punitive damages, plus costs, attorney's fees and such other relief as the Court deems fair and appropriate.

**COUNT IV**

**Failure To Instruct, Supervise, Control And Discipline Directed  
Against The Borough Of Westville**

41. Plaintiff incorporates herein each and every allegation set forth in paragraphs 1 through 40 of this Complaint as though fully set forth herein.

42. At all time relevant to this complaint, defendant Denick is a police officer of the Borough of Westville Police Department, was acting under the direction and control of the Borough of Westville, which acted through its agents and employees who were responsible for making policy of the Police department and defendant Denick was acting either through official policy or the practice, custom and usage of the Borough of Westville and its Police Department.

43. Acting under the color of the state law, by and through the policy makers of the Borough of Westville, it intentionally, knowingly, recklessly or with deliberate indifference to the rights of citizens failed to instruct, supervise, control and/or discipline, on a continuing basis, defendant Denick, in the performance of his duties:

a) to refrain from deliberately and intentionally using excessive and objectively unreasonable force upon the person of plaintiff causing injury and bruising to her chest, arms and wrists;

b) to refrain from compelling plaintiff to unfasten and lower her jeans and undergarments, in full view of other individuals and male police officers in the police

department station, to squat, while handcuffed to a bench and urinate on the floor of the jail cell, in violation of plaintiff's due process rights under the Fourteenth Amendment to the United States Constitution; and

c) to refrain from compelling plaintiff to unfasten and lower her jeans and undergarments, in full view of other individuals and male police officers in the police department station, to squat, while handcuffed to a bench and urinate on the floor of the jail cell, in violation of plaintiff's equal protection rights under the Fourteenth Amendment to the United States Constitution.

44. The Borough of Westville had knowledge of or had it diligently exercised its duties to instruct, supervise, control and discipline on a continuing basis, should have had knowledge that the wrongs that were done, as heretofore alleged, or other unlawful constitutional acts were going to be committed. The Borough of Westville had the power to prevent or aid in preventing the commission of said wrongs, could have done so, and intentionally, knowingly or with deliberate indifference to the rights of citizens failed or refused to do so.

45. The Borough of Westville, directly or indirectly, under color of state law, approved or ratified the unlawful, deliberate, malicious, reckless and wanton conduct of defendant Denick.

46. If plaintiff prevails, she is entitled to an award of attorney's fees and costs pursuant to 42 U.S.C. §1988.

**WHEREFORE**, plaintiff prays for judgment against defendant Borough of Westville for compensation and punitive damages, plus costs, attorney's fees and such

other relief as the Court deems fair and appropriate.

**COUNT V**

**Punishment By The Borough of Westville Cognizable Under  
42 U.S.C. §1983 and the Fourteenth Amendment**

47. Plaintiff incorporates herein each and every allegation set forth in paragraphs 1 through 46 of this Complaint as though fully set forth herein.

48. The Borough of Westville, through its governing body and/or the Police Department, instituted and/or permitted to exist a policy and/or plan, with deliberate indifference to its probable consequences, which deprived detainees at the police station access to bathroom facilities.

49. As a result of the policy and/or plan of the Borough of Westville, plaintiff was compelled to unfasten and lower her jeans and undergarments, in full view of other individuals and male police officers in the police department station, to squat, while handcuffed to a bench and urinate on the floor of the jail cell, in violation of plaintiff's due process rights and equal protection rights under the Fourteenth Amendment to the United States Constitution.

**WHEREFORE**, plaintiff prays for judgment against defendant Borough of Westville for compensation and punitive damages, plus costs, attorney's fees and such other relief as the Court deems fair and appropriate.

**COUNT VI**

**Pendent State Claims**

50. Plaintiff incorporates herein each and every allegation set forth in paragraphs 1 through 49 of this Complaint as though fully set forth herein.

51. This Court may exercise supplemental jurisdiction over plaintiff's related state law claims under 28 U.S.C. §1367.

52. Plaintiff has rights under the Fourteenth Amendment to the United States Constitution to due process and equal protection and, consequently, the same rights exist under the New Jersey Civil Rights Act, N.J.S.A. 10:6-2.

53. Plaintiff is an individual who was deprived of her due process and equal protection rights secured under the Fourteenth Amendment to the United States Constitution by defendant Michael Denicks and defendant Borough of Westville, acting under color of state law and, as such, she is entitled to bring a civil action under the New Jersey Civil Rights Act, N.J.S.A. 10:6-2.

54. The actions of defendant Denick and defendant Borough of Westville, done under the color of state law, violated plaintiff's due process and equal protection rights.

55. The actions of defendant Denick and defendant Borough of Westville were willful, deliberate and malicious, in total disregard of plaintiff's rights.

56. The actions of defendant Denick and defendant Borough of Westville deprived plaintiff of her due process and equal protection rights under the Fourteenth Amendment to the United States Constitution and, consequently, these defendants violated the New Jersey Civil Rights Act, N.J. S.A. 10:6-2.

57. As a direct and proximate result of defendant Denick's and defendant Borough of Westville's conduct, and the violation of plaintiff's rights as described above, plaintiff was caused to sustain injury and damage of both a temporary and permanent nature.

WHEREFORE, plaintiff prays for judgment against defendant Denick for compensatory and punitive damages and against defendant Borough of Westville for compensatory damages, plus costs and counsel fees and such other relief as the Court deems fair and appropriate.

**JURY TRIAL DEMAND**

Pursuant to F.R.C.P. 38 (b), Plaintiff hereby demands a trial by jury on all issues in the Complaint.

SWARTZ CAMPBELL LLC

Dated:

7/29/11

BY:



Stephen R. Dumser, Esquire  
Attorney for Plaintiff  
Rosa M. Badalamenti

# Richardson, Galella & Austermuhl

142 Emerson St.

Woodbury, NJ 08096

Tel: 856-579-7045, Fax: 856-579-7051

www.employmentlaw-nj.com

Attorneys for Defendants Borough of Westville, Michael DeNick and John Grady

<p>ROSA BADALAMENTI,</p> <p style="text-align: right;">Plaintiff,</p> <p>v.</p> <p>BOROUGH OF WESTVILLE and MICHAEL DENICK, JOHN GRADY, JOHN SMITH, and JOHN DOE (fictitious names until proper identities are known),</p> <p>Defendants.</p>	<p>UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY CAMDEN VICINAGE CIVIL NO. 11-cv-04399-NLH-KMW</p> <p style="text-align: center;">Civil Action</p> <p><b>SETTLEMENT AGREEMENT AND GENERAL RELEASE</b></p>
---	---

This Settlement Agreement and General Release (hereinafter "this Agreement") entered into and by and among Rosa Badalamenti (or "Plaintiff"), Releasor, and the Borough of Westville, Michael DeNick and John Grady (or "Defendant"), Releasee, collectively known as "the Parties."

Whereas, Rosa Badalamenti, as Plaintiff, filed a Complaint against the Borough of Westville, Michael DeNick and John Grady, in the United States District Court for the District of New Jersey, Camden Vicinage, entitled *Rosa Badalamenti v. Borough of Westville, Michael DeNick and John Grady* bearing Civil Action Docket Number 11-cv-4399, and has asserted claims against Releasee, and,

Whereas individual defendants Michael DeNick and John Grady were both

dismissed from the case prior to settlement with the Borough of Westville, and this settlement was thereafter reached between plaintiff and the Borough of Westville; and

Whereas, the Parties wish to settle all controversies among them involving Plaintiff, including Plaintiff's claims bearing Docket No. 11-cv-4399, and any and all related claims which could have been asserted, whether they are presently known or unknown.

Whereas, Releasee denies each and every allegation made by Plaintiff, and enters into this agreement for reasons other than the merits of Plaintiff's claims; and,

Whereas, Plaintiff agrees that the merits of her claims against Releasee are disputed and have not been adjudicated by any Court.

Now, and for the consideration of the agreements, covenants, and conditions herein contained, the adequacy and sufficiency of which is expressly acknowledged by the Parties hereto, the Parties agree as follows:

1. **SETTLEMENT PAYMENTS.**

- a. After RELEASOR'S execution and presentation of the attached Release and Stipulation of Dismissal with Prejudice, plaintiff shall be paid the total amount of One Hundred Eighty Thousand dollars (\$180,000.00), which payment shall constitute consideration for the execution of this agreement and any other documents necessary to resolve and compromise this matter, with finality and with prejudice.
- b. Releasee takes no position on the allocation of the settlement amount, which represents a global settlement of all claims presented and which

could have been presented. All prayers for relief are dismissed in consideration for the sum tendered. This release includes any and all claims for pain and suffering, emotional distress, psychological damages, lost wages, attorneys fees and costs. Plaintiff will not seek further compensation from the Borough of Westville, Michael DeNick and John Grady for these claims in any forum.

- c. Plaintiff hereby agrees to be responsible for any and all liens arising out of this matter including but not limited to any Medicare liens; Medicaid liens; child support judgment liens; liens from any medical provider, hospital or attorney; Welfare liens and any and all liens resulting from this incident, event or occurrence complained of in the Complaint filed in the matter of *Badalamenti v. Westville, et al* bearing Civil Action Docket Number 11-cv-4399.
- d. Rosa Badalamenti agrees that, in the event of any state agency or other authority or person(s) deems any amount to be due from the Borough of Westville with respect to any one or more of the above-cited liens, Rosa Badalamenti will indemnify the Borough of Westville for any sums the Borough of Westville may be required to pay to satisfy any such lien or any part thereof. Rosa Badalamenti agrees to pay any reasonable and necessary attorneys' fees incurred by the Borough of Westville in defense of any action brought against the Borough of Westville as a result of any such lien provided that Rosa Badalamenti shall have no obligation to pay



reasonable attorneys' fees incurred by the Borough of Westville in defense of such lien related claims unless Rosa Badalamenti is first provided by the Borough of Westville with notice of such lien related claims and Rosa Badalamenti is provided thirty (30) days of opportunity to pay or otherwise fully resolve any such lien related claims against the Borough of Westville.

- e. Plaintiff agrees that, but for this Settlement Agreement and General Release, she would not be entitled to the aforesaid payment.
- f. The settlement amount shall be paid by Releasee in the form of a check payable to "Rosa Badalamenti and Swartz Campbell LLC".
- g. No payment shall be released without an executed Release and Settlement Agreement and signed Stipulation of Dismissal with Prejudice for the matter bearing Docket No. 11-cv-4399.

2. **DISMISSAL OF ACTION.**

Plaintiff understands and agrees that counsel for Releasee will file with the United States District Court for the District of New Jersey, Camden Vicinage, an executed Stipulation of Dismissal with Prejudice as to all claims. The Parties understand and agree that the terms of the aforesaid Dismissal are expressly incorporated by reference within the Settlement Agreement and General Release as if fully set forth herein.

3. **RELEASE.**

In consideration for the payment and other consideration provided for in this

agreement, Plaintiff, personally and for her estate and/or her heirs, waives, releases, and gives up any and all claims, demands, obligations, damages, liabilities, causes of action and rights, in law or in equity, known and unknown, that she may have against any former parties to this lawsuit (including the Borough of Westville, Michael DeNick and John Grady, and any and all of their officers, officials, employees (present and former), and their respective successors and assigns, heirs, executors and legal or personal representatives, based upon any act, event, or omission of any kind occurring before the execution of this Agreement, including, but not limited to, any claim that was asserted or could have been asserted under any federal and/or state statutes, regulations and/or common law, expressly including but not limited to any potential claim relating to the following (including any amendments thereto):

- a. The National Labor Relations Act;
- b. Title VII of the Civil Rights Act of 1964;
- c. Sections 1981 through 1988 of Title 42 of United States Code;
- d. The Employment Retirement Income Security Act of 1974;
- e. The Immigration Reform Control Act;
- f. The Americans with Disabilities Act;
- g. The Age Discrimination in Employment Act of 1967;
- h. The Fair Labor Standards Act;
- i. The Occupational Safety and Health Act;
- j. The Family and Medical Leave Act of 1993;

- k. The Equal Pay Act;
- l. The New Jersey Law Against Discrimination;
- m. The New Jersey Minimum Wage Law;
- n. The Equal Pay Law for New Jersey;
- o. The New Jersey Worker Health and Safety Act;
- p. The New Jersey Family Leave Act;
- q. The New Jersey Conscientious Employee Protection Act;
- r. Any anti-retaliation provision of any statute or law;
- s. Any other federal, state or local, civil or human rights law or any other local, state or federal law, regulation or ordinance, any provision of any federal or state constitution, any public policy, contract, tort or common law, or any losses, injuries or damages (including back pay, front pay, liquidated, compensatory or punitive damages, attorney's fees and litigation costs).

4. **NO CLAIMS PERMITTED/COVENANT NOT TO SUE.**

Plaintiff waives her right to file any charge or complaint on her own behalf, to participate as a complainant, a plaintiff or a charging party in any charge or complaint, or to collect damages as a result of any charge or complaint which may be made by any other person or organization on her behalf, with respect to anything which has happened up to the execution of this Agreement, before any federal, state or local court or administrative agency against Releasee except as such waiver is prohibited by law.

5. **CONFIDENTIALITY.**

The parties agree not to discuss or divulge any of the terms of this settlement with anyone except as provided by law.

6. **DEFENSE/INDEMNIFICATION.**

Releasor agrees to defend Releasee in any action brought by any source as a result of Releasor's allocation of the settlement amount and to indemnify and hold Releasee harmless from any judgment, penalty, fine or other financial assessment against Releasee stemming from such action.

Releasor's counsel agrees to be solely responsible for any and all judgement searches required by law, including, but not limited to child-support Orders, and to defend and indemnify Releasee in any action of any description resulting from a judgment against any plaintiff entered prior to the date of this Release.

7. **NO ADMISSION OF LIABILITY.**

It is expressly understood that neither the execution of this agreement, nor any other action taken by Releasee in conjunction with Plaintiff's alleged claims or this settlement, constitute admission by Releasee of any violation of any law, duty or obligation and that Releasee specifically deny any liability to Plaintiff or to any other person.

8. **ENTIRE AGREEMENT.**

This Agreement contains the sole and entire Agreement between the Parties.

Plaintiff represents and acknowledges that, prior to executing this Agreement, she

consulted with her attorney and that she has had ample time to do so, and that she obtained the advice of her counsel prior to making the decision to execute this Agreement, and that she has not relied upon any representation or statement not set forth in this Agreement made by any other party hereto, or their counsel or representatives, with regard to the subject matter of this Agreement.

No other promises or agreements shall be binding unless in writing, signed by the Parties hereto, and expressly stated to represent an amendment to this Agreement.

9. **SEVERABILITY.**

The Parties agree that if any Court declares any portion of this Agreement unenforceable, the remaining portion or portions shall be fully enforceable.

**Plaintiff hereby understands and agrees that she has sought and received the advice of her attorney prior to executing this Agreement, and that she has had ample time to do so and that she knowingly and voluntarily has decided to settle her claims against Releasee after thoroughly reviewing this Agreement with her attorney.**

Rosa Badalamenti, Plaintiff and Releasor

X *Rosa Badalamenti*

STATE OF NEW JERSEY :

: SS

COUNTY OF CAMDEN :

Sworn to and subscribed before me this

*29<sup>th</sup>* day *March* of 2015

*MR. [Signature]*  
*Mon, State of New Jersey*

Linda A. Galella, Esq., Preparer

*Linda A. Galella*