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

VICTOR WILSON and MARIA RIZZOLO,

Plaintiffs,
vs.

:
: DOCKET NO.: 3:15-cv-00229
:

TOWNSHIP OF LAKEWOOD, DET. MICHAEL
CAVALLO, individually and in his official
capacity as a Detective/Police Officer in the
Township of Lakewood, DET. AAKJER,
individually and in his official capacity as a
Detective/Police Officer in the Township of
Lakewood, DET. DELIA, individually and in his
official capacity as a Detective/Police Officer in
the Township of Lakewood, SGT.
STAFFORDSMITH, individually and in his
official capacity as a Sergeant/Police Officer in the
Township of Lakewood, JOHN DOES 1-10 and
JANE DOES 1-10.

:
:
: CIVIL ACTION
:

:
: SECOND AMENDED COMPLAINT &
: JURY DEMAND
:

Defendants.

Plaintiffs Victor Wilson and Maria Rizzolo, by and through their Personal
Representatives, (hereinafter collectively referred to as "Plaintiffs"), for claims against the above
named Defendants hereby allege as follows:

PARTIES

1. **Victor Wilson.** Plaintiff Victor Wilson ("Wilson") was at all times relevant
herein a resident of the Township of Brick, County of Ocean, State of New Jersey, where he

resided at 109 Greenwood Loop, Brick, New Jersey. Wilson currently resides at 50 Crescent Boulevard, Apartment # 4, Gloucester City, New Jersey 08030. Wilson is suing for the pain, suffering, shock, agony, and personal injury incurred by him at the hands of the Defendants, and/or their unknown agents on or about January 17, 2013.

2. **Maria Rizzolo.** Plaintiff Maria Rizzolo ("Rizzolo") was at all times relevant herein a resident of the Township of Brick, County of Ocean, State of New Jersey, where she resided at 109 Greenwood Loop, Brick, New Jersey. Rizzolo currently resides at 50 Crescent Boulevard, Apartment # 4, Gloucester City, New Jersey 08030. Rizzolo is suing for the pain, suffering, shock, agony, and personal injury incurred by her at the hands of the Defendants, and/or their unknown agents on or about January 17, 2013.

3. **Township of Lakewood.** The Township of Lakewood is a municipal corporation organized under the laws of the State of New Jersey and is located in Ocean County, New Jersey. The Township of Lakewood has acted through its agents and employees, who were the policy-makers for the Township of Lakewood and its police department, and through the individually named defendants.

4. **Detective Michael Cavallo,** was at all times a police officer in the Township of Lakewood and, as such, was primarily responsible for the investigation, detention, arrest and prosecution of Plaintiffs. At all times, this defendant was acting within the scope of his employment as a Police Officer for the Township of Lakewood, and was acting under the direction and control of the Township of Lakewood pursuant to its official policies or customs or practices.

5. **Detective Aakjer,** was at all times a police officer in the Township of Lakewood and, as such, was primarily responsible for the investigation, detention, arrest and prosecution of

Plaintiffs. At all times, this defendant was acting within the scope of his employment as a Police Officer for the Township of Lakewood, and was acting under the direction and control of the Township of Lakewood pursuant to its official policies or customs or practices.

6. **Detective Delia**, was at all times a police officer in the Township of Lakewood and, as such, was responsible for the investigation, detention, arrest and prosecution of Plaintiffs. At all times, this defendant was acting within the scope of his employment as a Police Officer for the Township of Lakewood, and was acting under the direction and control of the Township of Lakewood pursuant to its official policies or customs or practices.

7. **Sergeant Staffordsmith**, was at all times a police officer in the Township of Lakewood and, as such, was primarily responsible for the investigation, detention, arrest and prosecution of Plaintiffs. At all times, this defendant was acting within the scope of his employment as a Police Officer for the Township of Lakewood, and was acting under the direction and control of the Township of Lakewood pursuant to its official policies or customs or practices.

8. **John Does 1 through 10**. John Does 1 through 10 are agents and employees of the Township of Lakewood, individually and under color of state law. John Doe Defendants are being sued in their official and individual capacities as set forth below.

9. **Jane Does 1 through 10**. Jane Does 1 through 10 are agents and employees of the Township of Lakewood, individually and under color of state law. Jane Doe Defendants are being sued in their official and individual capacities as set forth below.

COMPLIANCE WITH NEW JERSEY TORT CLAIMS ACT

10. Plaintiffs have complied in all particulars with the provisions and requirements of the New Jersey Tort Claims Act, serving notice on Defendants on or about October 24, 2014.

JURISDICTION

11. The claims set forth herein are being submitted pursuant to 42 U.S.C. § 1983 as well as common law.

12. This Court's jurisdiction is invoked pursuant to 28 U.S.C. §§1331, 1343(a)(3) and (4), 2201 and 2202. The asserted rights and interests of the Plaintiffs exceed seventy five thousand dollars (\$75,000.00) exclusive of interest and costs. The substantive claims herein arise under 42 U.S.C. § 1983 and the Fourth, Fifth and Fourteenth Amendments to the United States Constitution.

13. Venue is properly before the United States District Court for the District of New Jersey pursuant to 28 U.S.C. § 1391(b)(1) and 28 U.S.C. § 1391(b)(2).

PATTERN OR COURSE OF CONDUCT

14. Within the Township of Lakewood, there is an invidious and discriminatory custom, practice or policy of protecting officers who have intentionally violated the civil rights of citizens. Rather than prosecuting, disciplining or discharging such agents and employees, pursuant to this custom, no action is taken.

15. Pursuant to this custom, practice or policy, the Township of Lakewood also invidiously discriminates against citizens and their families by intentionally, deliberately, and wantonly suppressing any investigation into and/or prosecution of officers responsible for violating their civil rights.

16. As a result of this custom, practice or policy of protecting rather than disciplining or discharging officers who are known to violate the civil rights of citizens, Defendants recruited, allowed and encouraged a number of such officers with known histories of civil rights violations to be transferred to and/or become part of the Township of Lakewood Police Department.

17. Prior to, on and after January 17, 2013, it was known to Defendants that officers within the Township of Lakewood Police Department violating the civil rights of citizens pursuant to the Fourth and Fourteenth Amendments to the U.S. Constitution.

18. Despite such knowledge and existing duty, however, Defendants showed deliberate indifference to the situation knowing that by doing so they were creating a substantial risk of certain harm to citizens such as Victor Wilson and Maria Rizzolo.

GENERAL FACTUAL ALLEGATIONS

19. On November 28, 2012, 125 Cross Street, Lakewood, New Jersey was burglarized. The victim was Thomas Purvis. A Toshiba 17 inch laptop and Toshiba 46 inch "Regza" television were taken. Officer Pederson of Lakewood Police Department responded to 125 Cross Street.

20. There were no witnesses to the burglary.

21. On January 2, 2013, 601 James Street in Lakewood was burglarized. The victim was James Doyle. Two televisions were taken, Westinghouse 37 inches and Sylvania 32 inch, along with some jewelry and \$100 cash.

22. One fingerprint were taken by Ocean County Sheriff. Officer Tworkoski of Lakewood responded. The fingerprint did not belong to the homeowner or (Aaron Vann). There were no hits in AFIS.

23. According to the Call Detail Report completed at 12:12 p.m., Officer Tworkoski of Lakewood Police Department advised dispatch that the suspect was in a small white vehicle and white male wearing dark clothing. Defendant Cavallo was a responding officer.

24. According to the Narrative Report completed at 3:14 p.m. that day by Officer Tworkoski, the neighbor and brother-in-law's daughter, Katie Heaney, observed a white car in the driveway "and a white male dressed in dark clothing walking around it."

25. According to a "Continuation Report" prepared by Defendant Cavallo, he reports the witness Katie Heaney as having observed "a male subject in dark clothing walking around the property."

26. Defendant Cavallo conveniently omitted from his Continuation Report that Ms. Heaney told Officer Tworkoski that the subject was white.

27. Plaintiff Victor Wilson is a dark-skinned African-American.

28. Defendant Cavallo further states that the witness's mother, Ms. Rupp, also observed a male with "black bushy hair."

29. Plaintiff Victor Wilson does not now, nor has he ever had, "bushy hair."

30. Defendant Cavallo further states that "it was learned that a possible suspect for this burglary spree is Victor Wilson." Defendant Cavallo does not elaborate any further on the source of this information. Nevertheless, as a result, Defendant Cavallo and Defendant Aakjer initiated surveillance of Victor Wilson and Wilson's girlfriend, Maria Rizzolo.

31. Surveillance took place on January 16, 2013, by Defendants Cavallo, Aakjer, Staffordshire and Delia. The officers observed Wilson and Rizzolo leave their home and return without incident.

32. Surveillance continued on January 17, 2013, by Defendants Cavallo, Aakjer and Delia. The officers observed the vehicle stop at 647 James Street in Lakewood. Plaintiff Rizzolo exited the car, knocked on the front door, there was no answer and she returned to the vehicle

and drove off. Based on these events, Defendants Cavallo, and Staffordshire “drove onto the property and stopped the vehicle.”

33. Defendants Cavallo, Aakjer, Delia and Staffordshire then exited their vehicles, drew their service weapons and ordered Wilson to turn off the vehicle.

34. Wilson complied, and Plaintiff Wilson and Rizzolo were then placed under arrest for defiant trespassing.

35. Rizzolo consented to a search of the car, which according to Defendant Cavallo contained “bolt cutters, a sledgehammer and wire cutters.” The items recovered were actually hedge clippers with long wooden handles for trimming shrubs, an ordinary hammer, or maul, and a pair of pliers.

36. Wilson and Rizzolo were transported to Lakewood Police Department and questioned. Wilson did not answer any questions. Rizzolo was told that if she did not cooperate, that she would not see her children again. Unknown police officers actually retrieved Plaintiff Rizzolo’s children (who were 9 years old at the time) from the Herbertsville and Drum Point schools in Bricktown, despite that Plaintiff Rizzolo’s other daughter Jessica Lane was there to retrieve the children at Rizzolo’s prior request.

37. The children were then brought by Lakewood Police to Lakewood Police Headquarters and put into the sallyport, where the children could see Plaintiff Rizzolo in handcuffs. The children, one of whom is mentally disabled, were extremely upset seeing their mother in handcuffs. Plaintiff Rizzolo was told that if she ever wanted to see her children again, then she should cooperate with the investigation.

38. Plaintiff Rizzolo felt threatened and coerced, and therefore agreed to cooperate. She informed the police that Wilson had engaged in robberies, including 601 James Street.

39. However, Plaintiff Rizzolo advised that she went to the home with him, he exited the vehicle and walked around the back of the home for several minutes and returned, but not carrying anything.

40. In completing the Affidavits in support of Arrest Warrants for burglary and other charges against both Plaintiffs Rizzolo and Wilson, Defendant Cavallo fails to include that Katie Heaney identified a white male suspect, that Rizzolo did not identify Wilson as carrying anything back to the car at 601 James Street, or that Wilson does not have "bushy hair."

41. Defendant Cavallo falsely describes the hedge clippers as "bolt cutters" in the Affidavits.

42. It is unknown whether any Defendant ever attempted to match the fingerprint taken from 125 Cross Street to Victor Wilson.

43. During the grand jury proceedings seeking indictments against Rizzolo and Wilson, Defendant Cavallo falsely testified that the "younger neighbor" in the 601 James Street robbery investigation reported that the "subject had black bushy hair." He failed to disclose as well that she identified the suspect as white.

44. Wilson spent approximately eleven (11) months, from January 17, 2013 to December 9, 2013, incarcerated in the Ocean County Jail, pending the outcome of these proceedings. On December 9, 2013, Wilson posted bail and was released.

45. On August 5, 2014, the Superior Court of New Jersey suppressed all evidence as a result of the arrest and detention without probable cause.

46. Since the filing of the Initial Complaint in this matter, Plaintiff Wilson has become the target of baseless municipal motor vehicle charges and traffic violations, all without probable cause.

47. On or about December 22, 2013, Plaintiff Maria Rizzolo and other individuals were stopped in an alleged stolen motor vehicle in the Township of Lakewood. Plaintiff Rizzolo was not the driver of the vehicle. Plaintiff Wilson was not in the motor vehicle.

48. Plaintiff Rizzolo and the other occupants were arrested.

49. That night, Plaintiff Wilson was notified of the arrest, and went the Lakewood Police station to inquire as to the status of the arrest and bail.

50. When Plaintiff Wilson arrived, Plaintiff Rizzolo had already been released. However, when Defendants learned of the relationship between Rizzolo and Wilson, Rizzolo was detained further and Lakewood Police Officer John Doe #1 arrested Plaintiff Wilson and charged him with receiving stolen property, despite not being present in the vehicle at the time of the arrest.

51. Plaintiff Wilson remained incarcerated from December 22, 2013 to January 17, 2014.

52. This charge, against Plaintiffs Rizzolo and Wilson, was eventually dismissed.

53. On or about March 4, 2015, Plaintiff Wilson was issued ticket No. 246453, issued by Officer John Doe #1, charging him with driving while suspended.

54. Plaintiff Wilson received no notice of the violation, which was issued without a traffic stop. Plaintiff Wilson became aware of the charge when he received an attorney solicitation letter in the mail, informing him that he had been charged.

55. Plaintiff Wilson then called the Township of Lakewood Municipal court, who then forwarded him a copy of the summons.

56. No traffic stop of Plaintiff Wilson was conducted on March 4, 2015, by Officer John Doe #2 or any other Lakewood Police Officer.

57. Plaintiff Wilson's driving privileges were not suspended as of March 4, 2015.

58. On June 29, 2015, this charge was dismissed by the Municipal Prosecutor.

59. On March 26, 2015, Plaintiff Wilson was stopped by multiple Township of Lakewood Police Officers, John Does Nos. 4 to 8, who drew their weapons and ordered him out of his motor vehicle. He was subsequently issued three tickets, Nos. 246454, 246455, and 246456, by Officer John Doe #3, for driving while suspended, failure to wear a seatbelt, and unclear license plate.

60. Plaintiff Wilson's driving privileges were not suspended as of March 26, 2015.

61. In order to avoid the time and expense of trial, Plaintiff Wilson pled guilty to failure to wear his seatbelt, but the remaining charges were dismissed on June 29, 2015.

62. These charges were brought in direct retaliation for Plaintiff Wilson's lawsuit and were not based upon probable cause nor for any legitimate legal purpose.

CLAIMS FOR RELIEF

FIRST COUNT

(False Arrest and Imprisonment pursuant to 42 U.S.C. § 1983 as to the Individual Defendant Police Officers)

63. Plaintiffs hereby repeat, reallege and incorporate by reference the allegations set forth in the preceding paragraphs of the Complaint, as if set forth at length herein.

64. The conduct of Defendants Cavallo, Aakjer, Delia, Staffordsmith, and John Does Nos. 1 to 8, set forth above resulted in plaintiffs being falsely, maliciously and unlawfully detained, charged, arrested and/or imprisoned, and plaintiffs were deprived of their rights as secured by the Fourth and Fourteenth Amendments to the United States Constitution and 42 U.S.C. § 1983.

65. Such conduct of all Defendants as described above was objectively unreasonable under the circumstances and constituted wrongful arrest and/or detention without probable cause, in violation of the Fourth Amendment to the United States Constitution and the Constitution of the State of New Jersey.

66. The acts further constituted a denial of Plaintiffs' rights against self-incrimination under the Fifth Amendment to the United States Constitution and the State Constitution.

67. The acts further constituted a denial of Plaintiffs' due process rights under the Fourteenth Amendment to the United States Constitution and the Constitution.

68. These Defendants had actual or constructive knowledge, and knew or should have known there lacked probable cause for Plaintiffs' arrest and/or detention.

69. These Defendants exhibited deliberate indifference towards Plaintiffs' rights.

WHEREFORE, Plaintiffs demand judgment against these Defendants, as follows:

- a. An award of compensatory damages in an amount to be proven at trial, together with prejudgment interest as allowed by law.
- b. An award of punitive damages sufficient to punish or make an example of the individual Defendants.
- c. An award of their attorneys' fees and costs of suit.
- d. Such other and further relief as to the Court seems just, merited and proper.

SECOND COUNT

(False Arrest and Imprisonment pursuant to the New Jersey Constitution and the New Jersey Civil Rights Act)

70. Plaintiffs hereby repeat, reallege and incorporate by reference the allegations set forth in the preceding paragraphs of the Complaint, as if set forth at length herein.

71. The conduct of Defendants Cavallo, Aakjer, Delia, Staffordsmith, sand John Does Nos. 1 to 8, set forth above resulted in plaintiffs being falsely, maliciously and unlawfully detained, charged, arrested and/or imprisoned, and plaintiffs were deprived of their rights as secured by the Fourth and Fourteenth Amendments to the New Jersey State Constitution as enforced through the New Jersey Civil Rights Act.

72. Such conduct of all Defendants as described above was objectively unreasonable under the circumstances and constituted wrongful arrest and/or detention without probable cause, in violation of the Fourth Amendment to the United States Constitution and the Constitution of the State of New Jersey.

73. The acts further constituted a denial of Plaintiffs' due process rights under the Fourteenth Amendment to the United States Constitution and the Constitution.

74. The acts further constituted a denial of Plaintiffs' right against self-incrimination under the Fifth Amendment to the United States Constitution and the State Constitution.

75. These Defendants had actual or constructive knowledge, and knew or should have known there lacked probable cause for Plaintiffs' arrest and/or detention.

76. These Defendants exhibited deliberate indifference towards Plaintiffs' rights.

WHEREFORE, Plaintiffs demand judgment against these Defendants, as follows:

- a. An award of compensatory damages in an amount to be proven at trial, together with prejudgment interest as allowed by law.
- b. An award of punitive damages sufficient to punish or make an example of the individual Defendants.
- c. An award of their attorneys' fees and costs of suit.
- d. Such other and further relief as to the Court seems just, merited and proper.

THIRD COUNT

(Common Law False Arrest and False Imprisonment)

77. Plaintiffs hereby repeat, reallege and incorporate by reference the allegations set forth in the preceding paragraphs of the Complaint, as if set forth at length herein.

78. The conduct of Defendants set forth above resulted in plaintiffs being falsely, maliciously and unlawfully detained, charged, arrested and/or imprisoned.

WHEREFORE, Plaintiffs demand judgment against Defendants, as follows:

- a. An award of compensatory damages in an amount to be proven at trial, together with prejudgment interest as allowed by law.
- b. An award of punitive damages sufficient to punish or make an example of the individual Defendants.
- c. An award of their attorneys' fees and costs of suit.
- d. Such other and further relief as to the Court seems just, merited and proper.

FOURTH COUNT

(Pattern and Practice, Failure to Investigate and/or Train, Custom and Policy of Discrimination in violation of 42 U.S.C. § 1983)

79. Plaintiffs hereby repeat, reallege and incorporate by reference the allegations set forth in the preceding paragraphs of the Complaint, as if set forth at length herein.

80. Defendant Township of Lakewood is required to supervise the actions of its agents and employees.

81. Defendant Township of Lakewood created an unreasonable risk of harm to the Plaintiff by failing to adequately train, supervise, control or otherwise monitor the actions of its employees.

82. Defendant Township of Lakewood has caused damages by way of negligent and/or deficient supervision; and, the Plaintiff is entitled to recover against Defendants for deprivation of his civil rights, injuries, damages and losses.

83. Defendant Township of Lakewood has a duty under the United States Constitution and the Constitution of the State of New Jersey to establish and implement policies, practices and procedures designed to comply with the rights guaranteed thereunder.

84. Defendant Township of Lakewood, has acted with deliberate indifference to the rights' of Plaintiffs and those similarly situated, and has failed and neglected to establish and implement policies, practices and procedures designed to assure that Plaintiff and those similarly situated are not detained and/or charged and arrested without probable cause, and it has adopted policies, practices and procedures which defendants knew, or reasonably should have known, would be in violation of rights secured to Plaintiffs by the Fourth, Fifth, and Fourteenth Amendments to the United States Constitution and the Constitution of the State of New Jersey.

85. Defendant Township of Lakewood, has a duty to instruct, supervise and train their employees and agents to assure the rights of Plaintiffs are protected.

86. The Defendants' actions and/or omissions were committed under color of law and/or pursuant to policies, customs, practices, rules, regulations, ordinances, and/or statutes.

87. As a direct and proximate result of the above described actions and omissions of Defendants, Plaintiffs have suffered damages.

88. Defendants are also required to adequately train its agents and employees.

89. Defendants created an unreasonable risk of harm to the Plaintiff for failing to adequately train its employees Defendants.

90. Defendants caused injuries, damages and losses to the Plaintiff by virtue of its negligent training; and, the Plaintiff is entitled to recover against the Defendants for the injuries, damages and losses caused by the Defendant's conduct as set forth herein.

91. The Defendants' actions and/or omissions were committed under color of law and/or pursuant to policies, customs, practices, rules, regulations, ordinances, statutes and/or usages of the State of New Jersey.

92. As a direct and proximate result of the above described actions and omissions of defendants, Plaintiffs have suffered damages.

WHEREFORE, Plaintiffs demand judgment against Defendants, as follows:

- a. An award of compensatory damages in an amount to be proven at trial, together with prejudgment interest as allowed by law.
- b. An award of punitive damages.
- c. An award of their attorneys' fees and costs of suit.
- d. Such other and further relief as to the Court seems just, merited and proper.

FIFTH COUNT

**(Malicious Prosecution against the Individual Defendant
Police Officers, Township of Lakewood)**

93. Plaintiffs hereby repeat, reallege and incorporate by reference the allegations set forth in the preceding paragraphs of the Complaint, as if set forth at length herein.

94. On January 17, 2013, without any legal justification or just or probable cause, Plaintiffs were charged with crimes that they did not commit.

95. On December 22, 2013, March 4, 2015, and March 26, 2015, Plaintiff Wilson was charged with additional crimes and motor vehicle violations he did not commit.

96. Defendants were actually aware of exculpatory evidence, which the officers concealed from their reports and otherwise ignored.

97. Defendants mischaracterized the evidence obtained from the vehicle.

98. Defendants, specifically Officer Cavallo, John Doe #1, and John Doe #2, falsely, maliciously and without probable cause asserted charged, prosecuted and initiated criminal proceedings against plaintiffs in regard to these incidents.

99. Defendants, specifically Defendants Cavallo and Heisler, presented inaccurate, overstated and false information to the Ocean County Grand Jury.

100. Defendants, specifically John Doe #1, did not have probable cause to arrest Plaintiff Wilson on December 22, 2014, when Plaintiff Wilson was not in the vehicle at the time other suspects were charged with stolen property on that day, and therefore could not have received the allegedly stolen property at issue.

101. Defendants, specifically John Doe Nos. 2 through 8, did not conduct a proper traffic stop nor accurately consult Motor Vehicle Commission records when issuing the charges on March 4, 2015 and March 26, 2015.

102. Defendants knowingly presented this false information, and did so intentionally, maliciously and with wanton or reckless disregard for Plaintiffs' rights.

103. As a result of these actions, Plaintiffs suffered injuries and damages.

104. As a direct and proximate cause of this malicious misuse of process, plaintiffs suffered injuries and damages.

WHEREFORE, Plaintiffs demand judgment against Defendants, as follows:

- a. An award of compensatory damages in an amount to be proven at trial, together with prejudgment interest as allowed by law.

- b. An award of punitive damages sufficient to punish or make an example of the individual Defendants.
- c. An award of their attorneys' fees and costs of suit.
- d. Such other and further relief as to the Court seems just, merited and proper.

SIXTH COUNT

(Negligent/Intentional Infliction of Emotional Distress as to All Defendants)

105. Plaintiffs hereby repeat, reallege and incorporate by reference the allegations set forth in the preceding paragraphs of the Complaint, as if set forth at length herein.

106. The unlawful actions of the Defendants as set forth above were intentional and/or reckless and/or negligent, constituting extreme and outrageous conduct which caused Plaintiffs to suffer severe and foreseeable emotional and physical injuries.

WHEREFORE, Plaintiffs demand judgment against Defendants, as follows:

- a. An award of compensatory damages in an amount to be proven at trial, together with prejudgment interest as allowed by law.
- b. An award of punitive damages sufficient to punish or make an example of the individual Defendants.
- c. An award of their attorneys' fees and costs of suit.
- d. Such other and further relief as to the Court seems just, merited and proper.

SEVENTH COUNT

(First Amendment Retaliation in violation of 42 U.S.C. § 1983)

107 Plaintiffs hereby repeat, reallege and incorporate by reference the allegations set forth in the preceding paragraphs of the Complaint, as if set forth at length herein.

108. Plaintiff's filing of a law suit alleging, inter alia, Civil Rights violations, wrongful arrest, and false imprisonment, constitutes a form of speech protected by the First Amendment of the Constitution of the United States.

109. Defendants acted under color of law in charging Plaintiff with traffic violations and other offenses on March 4 and March 26, 2015.

110. Plaintiff's conduct, speech, and acts were a substantial and/or motivating factor in the unlawful and improper actions taken by Defendants against Plaintiff.

111. Defendants' acts were the proximate and legal cause of the emotional distress and economic damages sustained by Plaintiff as a result of these allegations and unlawful criminal and quasi-criminal charges.

WHEREFORE, Plaintiffs demand judgment against Defendants, as follows:

- a. An award of compensatory damages in an amount to be proven at trial, together with prejudgment interest as allowed by law.
- b. An award of punitive damages sufficient to punish or make an example of the individual Defendants.
- c. An award of their attorneys' fees and costs of suit.
- d. Such other and further relief as to the Court seems just, merited and proper.

JURY DEMAND

The Plaintiffs hereby demand a trial by jury as to all issues.

ROTH D'AQUANNI, LLC

By: s/Michael A. D'Aquanni
Michael A. D'Aquanni, Esq.
Attorney for Plaintiff

DESIGNATION OF TRIAL COUNSEL

Michael A. D'Aquanni, Esq., is hereby designated as trial counsel in the above referenced matter.

ROTH D'AQUANNI, LLC

By: s/Michael A. D'Aquanni
Michael A. D'Aquanni, Esq.
Attorney for Plaintiff

DATED: June 30, 2015.

CERTIFICATION PURSUANT TO L.Civ.R. 11.2

The undersigned attorney for Plaintiff hereby certifies that the matter in controversy is not the subject of any other pending lawsuits or administrative actions, and that the matter is not the subject of any pending arbitration or mediation.

ROTH D'AQUANNI, LLC

By: s/Michael A. D'Aquanni
Michael A. D'Aquanni, Esq.
Attorney for Plaintiff

DATED: June 30, 2015

RELEASE AND SETTLEMENT AGREEMENT

THIS RELEASE, dated 11/20/15 is given by VICTOR WILSON and MARIA RIZZOLO, referred to as "I", to TOWNSHIP OF LAKEWOOD, DET. MICHAEL CAVALLO, DET. PETER AAKJER, DET. THOMAS DELIA AND SGT. GREG STAFFORDSMITH and their agents and employees, referred to as "You". If more than one person signs this Release, "I" shall mean each person who signs this Release.

I. **RELEASE.** I release and give up any and all claims and rights which I may have against you. This releases any and all claims, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now, and to future claims as described below. I specifically release all claims from personal injuries, both physical and emotional, and all other losses and damages, including punitive damages, allegedly arising from acts or omissions by the TOWNSHIP OF LAKEWOOD, DET. MICHAEL CAVALLO, DET. PETER AAKJER, DET. THOMAS DELIA AND SGT. GREG STAFFORDSMITH, and their agents and employees, for the events which are the subject of lawsuit in WILSON/RIZZOLO v. TOWNSHIP OF LAKEWOOD, ET AL., Civil Action No.15-229 (MAS-LHG), and any and all claims for personal injuries and all other damages and losses, including punitive damages, alleged in the future as a result of the acts or omissions of the TOWNSHIP OF LAKEWOOD, DET. MICHAEL CAVALLO, DET. PETER AAKJER, DET. THOMAS DELIA AND SGT. GREG STAFFORDSMITH alleged in WILSON/RIZZOLO v. TOWNSHIP OF LAKEWOOD, ET AL., Civil Action No.15-229 (MAS-LHG).

I further understand and agree that by executing this Release and accepting the money paid by you, I acknowledge that I have received fair, just, and adequate consideration for

any and all claims, and I further understand and agree that by executing this Release and accepting the money paid by you I have forever remised, released, discharged, and given up any and all claims that I or others might have against you arising from or alleged to arise from any acts or omissions by the **TOWNSHIP OF LAKEWOOD, DET. MICHAEL CAVALLO, DET. PETER AAKIER, DET. THOMAS DELIA AND SGT. GREG STAFFORDSMITH,** and their agents and employees as described above. I further understand and agree that if any claims are made at any time in the future by me, directly or indirectly, or by or on behalf of **VICTOR WILSON and MARIA RIZZOLO's** heirs and/or survivors, or by some person in a representative capacity, for pecuniary losses, injuries or damages arising from the current action against you, that you shall be entitled to be indemnified by **VICTOR WILSON and MARIA RIZZOLO's** heirs, executors, administrators, or personal representatives, for any sums expended in defending against said claims including, but not limited to, attorneys' fees and all costs of suit together with any sum paid by way of judgment, settlement, or otherwise on account of those claims.

It is further understood and agreed that the payment of the money being paid pursuant to this Release is in full accord and satisfaction, and in compromise of, any and all disputed claims, and that the payment of the money is not an admission of liability but is made for the sole purpose of terminating the litigation between the parties.

In the event I have received or shall receive any monies from any person who hereafter seeks to recover the monies from you by way of a claim or action of any type, including but not limited to subrogation actions and claims and actions or claims for contribution and/or indemnification, I shall indemnify and hold you harmless from and against any judgment entered against you or any payment made by you in connection therewith, and also for any

money spent in defending against such claims including, but not limited to, attorney's fees, costs of suit, judgment, or settlement by you.

2. **LIENS.** I hereby certify that if there are any liens against the proceeds of this settlement, they will be paid in full or compromised and released by me out of and from the amount stated in paragraph 4, below. If any liens exist which are not satisfied as required by this Agreement and a claim is made or an action filed against you by anyone to enforce such liens, I agree that I will immediately pay such liens in full. This is intended to include all liens, including but not limited to attorney's liens, liens in favor of hospitals and other medical providers, liens in favor of health and other insurers, Medicare and Medicaid liens, worker's compensation liens, all statutory or common law liens, and judgment liens. My attorney has investigated the existence of such liens, and I am making this statement based upon information known to me and/or supplied to me by my attorney. Therefore, I agree to indemnify and hold you harmless from and against any and all claims made against you by reason of any liens against the proceeds of this settlement. In addition, in the event a claim is hereafter made or an action is hereafter filed against you by anyone seeking payment of liens, I will indemnify and hold you harmless from and against any money spent in defending against such a claim, including but not limited to, attorney's fees, costs of suit, judgment, or settlement by you.

3. **WARRANTY AS TO MEDICARE INVOLVEMENT.** I understand and acknowledge that the Medicare, Medicaid and SCHIP Extension Act of 2007 requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within thirty months of the settlement. In further consideration of the settlement agreement agreed to herein, I warrant and represent to You the following: 1)

Medicare has made no conditional payments for any medical expense or prescription expense on my behalf related to this incident; 2) I am not, nor have I ever been a Medicare beneficiary; 3) I am not currently receiving Social Security Disability Benefits; 4) I have not applied for Social Security Disability Benefits; 5) I have not been denied, nor have I appealed from a denial of Social Security Disability Benefits; 6) I do not expect to be eligible for Medicare benefits within the next 30 months; 7) I am not in End Stage Renal failure; and 8) no liens, including but not limited to liens for medical treatments by hospitals, physicians, or medical providers of any kind have been filed for the treatment of injuries sustained in this incident.

4. **ATTORNEY'S FEES.** Each party shall bear his or her own attorney's fees and costs arising from this action and in connection with the Complaint, the Release, and the matters and documents referred to herein, the filing of a Dismissal of the Complaint, and all related matters. I shall be totally responsible for any attorney's liens arising out of representation of me by any attorney which may have been or will be asserted in connection with this claim or related matters.

5. **PAYMENT.** I have been paid a total of \$55,000 in full payment for making this Release, with said payment represented as follows: \$55,000 from the **TOWNSHIP OF LAKEWOOD**. I agree that I will not seek anything further, including any other payment, from you.

6. **WHO IS BOUND.** I am bound by this release. I specifically understand and agree that all of the terms and conditions of the Release are for the benefit of and are binding upon me, and anyone else who succeeds to our rights and responsibilities. This Release is made for your benefit and for the benefit of all who succeed to your rights and responsibilities, such as your heirs and your estate.

7. **WARRANTY OF CAPACITY TO EXECUTE AGREEMENT.** The person signing this Release represents and warrants that they have the sole right and exclusive authority to execute this Settlement Agreement and receive the sum specified in it, and that he or she had no sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations, or causes of action referred to in this Release.


8. **REPRESENTATION OF COMPREHENSION OF DOCUMENT.** In entering into this Release, I represent that I have relied upon the legal advice of my attorney, who is the attorney of my choice, and that I have read this Release in its entirety or had it read to me, and that the terms of this Release have been explained to me by my attorney, and that these terms are fully understood and voluntarily accepted by me.


9. **GOVERNING LAW.** This Release shall be construed and interpreted in accordance with the laws of the State of New Jersey.

10. **ADDITIONAL DOCUMENTS.** All parties agree to cooperate fully and to execute any and all supplementary documents and to take all action which may be necessary or appropriate to give full force and effect to the terms and intent of this Release.

11. **NON-DISCLOSURE.** I, including my respective counsel, stipulate that the settlement of this action and this Release are confidential. I shall not disclose the amount of the settlement or the terms hereof to any person nor discuss or confirm the same with any person, except my counsel, spouse and/or tax professional. I agree that I am responsible for insuring that my spouse and tax professional understand and comply with this confidentiality provision. I and my counsel agree not to contact the media or make any press release regarding the resolution of this matter. In the event I am contacted by any person regarding the within litigation or this settlement, I shall state that "the matter has been resolved" and that I have "no further comment."

In the event I receive a subpoena or court order regarding the terms of this settlement, I shall provide You with at least 10 days notice before complying with said subpoena or court order. I acknowledge that you, may be required to disclose the amount of this settlement, under the Open Public Records Act (OPRA), N.J.S.A. 47:1A-1, et seq., or other law or court order. Any such disclosure by you pursuant to OPRA, or other law or court order, shall not operate as a waiver of the confidentiality of this settlement nor shall it relieve me of my obligation to comply with the terms of this paragraph.



VICTOR WILSON


Attorney for Plaintiff


MARIA RIZZOLO

STATE OF NEW JERSEY
COUNTY OF

I certify that on November 20, 2015, Victor Wilson, came before me and acknowledge under oath, to my satisfaction, that he/she has the power and authority to execute this release and to bind Victor Wilson and that he/she personally signed this document, and that he/she voluntarily signed, sealed, and delivered this document as his/her act or deed, without coercion or undue influence by any other person(s).


Notary Public

Michael D'Aganni
Attorney at Law
State of New Jersey