

08/22/2013 10:02

#4182 P.015/028

LOUIS A. ZAYAS, ESQ.  
LAW OFFICES OF LOUIS A. ZAYAS, L.L.C.  
8901 Kennedy Boulevard, 5<sup>th</sup> Floor  
North Bergen, NJ 07047  
Tel: (201) 977-2900  
Counsel for Plaintiff

**FILED**  
CUSTOMER SERVICE TEAM

AUG 14 2013

SUPERIOR COURT OF NEW JERSEY  
COUNTY OF HUDSON  
CIVIL DIVISION #3

BRIAN DORADOR

Plaintiff,

vs.

TOWNSHIP OF GUTTENBERG, CAPTAIN  
JOEL MAGENHEIMER, OFFICER LAURA  
SORTO, SERGEANT JEFF LUGO,  
OFFICER JOSEPH KESELICA,  
INVESTIGATOR JOSEPH TERELLO,  
SERGEANT JUAN BERRERA

Defendant.

) SUPERIOR COURT OF NEW JERSEY  
) LAW DIVISION: HUDSON COUNTY

) Docket No.: L-8857-13

The Plaintiff BRIAN DORADOR, by and through his attorney, LOUIS A. ZAYAS of LAW OFFICES OF LOUIS A. ZAYAS, L.L.C., alleges the following based on information and belief:

PARTIES

1. Plaintiff Brian Dorador ("Dorador") is a citizen of the State of New Jersey, residing in North Bergen, New Jersey.
2. Defendant Township of Guttenberg is a corporate public entity by virtue of New Jersey law and pursuant to that law. Defendant Township of Guttenberg is sued to affect the full declaratory, injunctive and compensatory damages demanded by the Plaintiff.
3. Defendant Captain Joel Magenheimer ("Captain Magenheimer"), is a captain with the Town of Guttenberg Police Department, and is sued in his individual capacity for purposes of effecting the compensatory and punitive damages demanded by

08/22/2013 10:03

#41BZ P. 018/028

Plaintiff.

4. Defendant Officer Laura Sorto ("Officer Sorto") is Guttenberg police officer. Officer Sorto is sued in her individual capacity for purposes of effecting the compensatory and punitive damages demanded by the Plaintiff.

5. Defendant Sergeant Jeff Lugo ("Sergeant Lugo") is a sergeant with the Town of Guttenberg Police Department, and is sued in his individual capacity for purposes of effecting the compensatory and punitive damages demanded by the Plaintiff.

6. Defendant Officer Joseph Keselica ("Officer Keselica") is a police officer with the Town of Guttenberg Police Department, and is sued in his individual capacity for purposes of effecting the compensatory and punitive damages demanded by the Plaintiff.

7. Defendant Investigator Joseph Torello ("Investigator Torello") is a police investigator with the Town of Guttenberg Police Department, and is sued in his individual capacity for purposes of effecting the compensatory and punitive damages demanded by Plaintiff.

8. Defendant Sergeant Juan Berrera ("Sergeant Berrera") is a sergeant with the Town of Guttenberg Police Department, and is sued in his individual capacity for purposes of effecting the compensatory and punitive damages demanded by Plaintiff.

#### FACTS

9. Defendants, individually and acting in concert with each other, engaged in a pattern of retaliatory conduct directed towards Mr. Dorador because of his complaints of unlawful behavior by Officer Keselica. Captain Magenheimer and the other individual defendants conspired to fabricate criminal charges against Mr. Dorador as a means of not

08/22/2013 10:03

#4182 P.017/028

only retaliating against him for engaging in protected activities, but to discredit him as a civil rights victim.

10. The Guttenberg Police Department is quasi-military organization responsible for enforcing the criminal laws of the State of New Jersey and providing for the public welfare and safety. Guttenberg and its government officials are responsible for complying with state and federal laws.

11. Mr. Dorador is an aspiring police officer, who worked as an auxiliary police officer (a.k.a "peace officer") with the New York Police Department (NYPD).

12. Mr. Dorador had pending employment applications to various police departments to be hired as a police officer, including the Baltimore Police Department where he was in the final stages of the interview process.

13. As a result of his imminent hiring by the Baltimore Police Department, Mr. Dorador was scheduled to move to Baltimore to begin the police academy, and had moved back to his parent's home in North Bergen, New Jersey in the interim.

14. Mr. Dorador's sister had dated Officer Keselica. Mr. Dorador and Officer Keselica were also friends. However, Mr. Dorador's sister broke up with Officer Keselica, Mr. Dorador and Officer Keselica friendship ended.

15. Upon information and belief, Officer Keselica resented Mr. Dorador for the break up with his sister, and held a personal vendetta against him.

16. Plaintiff was also a close acquaintance of Sergeant Lugo, but after the breakup, Mr. Dorador and Sergeant Lugo rarely communicated.

17. Upon information and belief, both Officer Keselica and Sergeant Lugo were aware that Mr. Dorador was a NYPD auxiliary police officer and was preparing to

08/22/2013 10:03

#4182 P.018/028

relocate to Baltimore to begin the police academy.

18. Officer Sorto was a close family friend of Mr. Dorador. In or about the beginning of August 2011, Officer Sorto advised Plaintiff that Officer Keselco was planning a scheme to set up Mr. Dorador and arrest him for impersonating a police officer and carrying a weapon because of his animosity towards Mr. Dorador. Officer Sorto told Dorador that Officer Keselco was aware Mr. Dorador carried PBA cards from the NYPD and planned to use this evidence to arrest Plaintiff.

19. Mr. Dorador never impersonated a police officer or unlawfully carried a weapon, and fear that Officer Keselco would derail his police career with a false arrest.

20. Due to the information provided to him by Officer Sorto, Mr. Dorador reported this information to Captain Magenheimer.

21. In violation of the Attorney General Guidelines on Internal Affairs Procedures, Captain Magenheimer failed to report the criminal allegations to Guttenberg's Internal Affairs Bureau or the Hudson County Prosecutor's Office. Instead of documenting Mr. Dorador's complaint, he simply told Mr. Dorador "don't worry about it."

22. Unsatisfied with Captain Magenheimer's response, Mr. Dorador returned to the Guttenberg Police Department and complained against to Captain Magenheimer. This time, Captain Magenheimer responded: "As long as you haven't impersonated a police officer or unlawfully carry a weapon he would make sure nothing happened." However, Defendant Magenheimer failed to file a formal Internal Affairs report or document the complaint.

23. Fearing that his complaints were not documented or acted upon, on

08/22/2013 10:08

#4192 P. 019/028

August 3, 2011, Mr. Dorador filed an internal affairs complaint regarding the same allegations concerning Officer Keselica with the New York Police Department, namely that Officer Keselica intended to falsely arrest him for impersonating a police officer and carrying a weapon.

24. On August 4, 2011, Plaintiff was notified that someone with NYPD Internal Affairs contacted the Guttenberg Police Department about his complaint.

25. In a deliberate attempt to retaliate against Plaintiff for complaining to both Guttenberg and NYPD, Defendants, individually and acting in concert with each other, conspired to fabricate criminal charges against Mr. Dorador.

26. On August 12, 2011, the Guttenberg police officers searched Plaintiff's home in North Bergen, with a warrant signed by Defendant Investigator Torello. The warrant included false information that Defendant Torello knew or should have known to be false. The search of Mr. Dorador's home resulted in no findings of a firearm.

27. On August 15, 2011, Sergeant Lugo texted Mr. Dorador asking him "where he was." When Plaintiff responded that he was in North Bergen, Sergeant Lugo told him to "meet him in a few minutes at a gas station" on the border of Guttenberg and North Bergen because it was "urgent."

28. When Mr. Dorador arrived at the designated gas station, he was approached by Sergeant Lugo, who said: "Something came up, I gotta go," and left. After leaving the gas station, Mr. Dorador was pulled over by two Guttenberg police officers, including Investigator Torello.

29. When Plaintiff asked why he was stopped, Officer Torello responded by stating: "We will explain later." Mr. Dorador's car and person were searched, and

08/22/2013 10:03

#4182 P. 020/028

arrested on the street and in the presence of others. After being processed at the Guttenberg Police Department, Mr. Dorador was notified that he was being charged with impersonating a police officer and unlawful possession of a weapon.

30. Mr. Dorador posted bail which set conditions of his freedom and required that he appear in court as commanded.

31. Upon information and belief, the affidavit which caused the arrest of Plaintiff for unlawful possession of a weapon included falsified statements by the Defendants claiming they "had reason to believe that Plaintiff unlawfully possessed a weapon," yet no weapons were found in his parents home, his car, nor his person.

32. When Mr. Dorador contacted Officer Sorto help exonerate him, Officer Sorto recanted ever telling Mr. Dorador any attempts to fabricate criminal charges by Officer Keselica. Officer Sorto's failure to report Officer Keselica's efforts to fabricate criminal charges against an innocent civilian violated her oath as a law enforcement officer.

33. After Mr. Dorador's arrest, Sergeant Berrera signed off on his arrest charges for impersonating a police officer and unlawful possession of a weapon or firearm, and read Mr. Dorador his rights.

34. Upon information and belief, Sergeant Berrera had reason to believe that the Mr. Dorador was arrested for unlawful possession of a weapon based on falsified information.

35. Defendants retaliatory conduct against Plaintiff did not stop with his arrest. Thereafter, Defendants used their status as police officer to deliberately falsify information in an attempt to ensure the unlawful possession of a weapon charges were

08/22/2013 10:03

#4182 P. 021/028

maintained against Plaintiff and embarrass Plaintiff.

36. Specifically, Defendants released a bulletin alert against Plaintiff, identifying the color and make of his car, claiming Plaintiff was "armed and dangerous." Defendants knew or should have known that Plaintiff was not armed and dangerous.

37. Additionally, on October 13, 2011, Plaintiff was pulled over by two West New York Officers, who advised Plaintiff that they had pulled him over due to the aforementioned bulletin alert originating from Guttenberg. Plaintiff permitted them to search his vehicle. The officers found nothing in his vehicle, were satisfied that the bulletin alert was without merit, and let Plaintiff go.

38. The unlawful possession of a weapon charges against Plaintiff were dismissed by the Hudson County Prosecutor's Office. Plaintiff was never indicted on the foregoing charges.

39. Although Plaintiff applied for the Pre-Trial Invention (PTI) on three occasions, his PTI application was continuously rejected. Upon information and belief, Defendants played a part in denying Plaintiff's PTI application.

40. However, in May 2013, the assigned Judge on Plaintiff's case reviewed Plaintiff's PTI application, and ordered Plaintiff to be approved for PTI. On \_\_\_\_, 2013, Plaintiff was accepted into the PTI program with a no guilty plea.

41. Upon information and belief, Defendants also retaliated against Plaintiff's family members by pulling his father over and giving him an excessive amount of tickets only a few days before Plaintiff was to be accepted into the PTI program.

08/22/2013 10:04

#4182 P.022/028

I  
**COUNT ONE**  
**ABUSE OF PROCESS**

42. All of the allegations in each of the foregoing paragraphs are incorporated by reference as if fully set forth herein.

43. Pursuant to official policy, custom, and practice, Defendants acting under color of law, lawfully subjected Plaintiff to the deprivation of his constitutional rights secured under the Fourth Amendment and New Jersey's Constitution, Article I, Sections 6 (free speech) and 18 (right to petition), in that the Defendants abused the process.

44. Defendants, acting in concert with each other and individually, caused the issuance of a search warrant of Plaintiff's parent's home based on an affidavit fabricating probable cause which did not exist that Plaintiff was unlawfully possessing a weapon or firearm.

42. Due to Defendants falsified affidavit signed by Investigator Terello, Defendants caused a county Judge to issue a search warrant for Plaintiff's parent's home. Since Defendants lacked any legitimate basis to suspect Plaintiff unlawfully possessed a weapon or firearm, Defendants acted with malice to retaliate against him engaging for protected activities.

44. The search of Plaintiff's parent's home resulted in no finding of an unlawful weapon or firearm.

45. Due to Defendants knowledge and/or willful indifference of the existence of exculpatory evidence in that Plaintiff did not unlawfully possess a weapon or firearm, Defendants caused the baseless arrest of Plaintiff and prepared false and misleading

08/22/2013 10:04

#4182 P. 029/028

information to the county prosecutor's office to continue with the criminal prosecution for unlawful possession of a weapon. Defendants acted without any legitimate reason other than to retaliate against Plaintiff for engaging in protected activities.

46. The aforementioned charge of unlawful possession of a weapon was ultimately dismissed in favor of Plaintiff when the Hudson County Prosecutor's Office dropped the aforementioned charge against Plaintiff.

47. Defendants intentionally abused the legal process to retaliate against Plaintiff for exercising his right to constitutional right to freedom of speech and/or due to a personal vendetta against Plaintiff.

48. Alternatively, those Defendants who could have stopped the unlawful violations of Plaintiff's civil rights are liable based on their failure to intervene to stop the said civil rights violations.

49. As a direct and proximate cause of the aforementioned conduct, Plaintiff has suffered and will continue to suffer economic, emotional, and psychological damages in an amount to be determined by a jury. Because of individual Defendants willful and malicious conduct, Plaintiff seeks punitive damages in their individual capacity in an amount to be determined by a jury.

WHEREFORE, the Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. Compensatory Damages.
- b. Punitive Damages, including treble damages;
- c. Attorney's fee and costs of suit;
- d. Such other and further relief that the Court deems equitable and just.

08/22/2013 10:04

#4182 P.024/028

II.  
COUNT TWO  
**FALSE ARREST AND MALICIOUS PROSECUTION**

45. All of the allegations in each of the foregoing paragraphs are incorporated by reference as if fully set forth herein.

46. Pursuant to official policy, custom, and practice, Defendants acting under color of law, lawfully subjected Plaintiff to the deprivation of his constitutional rights secured under the Fourth Amendment and New Jersey's Constitution, Article I, Sections 6 (free speech) and 18 (right to petition), in that he was falsely arrested and maliciously prosecuted.

47. Pursuant to official policy, custom, and practice, Defendants, acting in concert with each other and individually, unlawfully arrested and maliciously prosecuted Plaintiff without probable cause.

48. Alternatively, those Defendants who could have stopped the unlawful violations of Plaintiff's civil rights are liable based on their failure to intervene to stop the said civil rights violations.

57. As a direct and proximate cause of the aforementioned conduct, Plaintiff has suffered and will continue to suffer economic, emotional, and psychological damages in an amount to be determined by a jury. Because of Individual Defendants willful and malicious conduct, Plaintiff seeks punitive damages in their individual capacity in an amount to be determined by a jury.

WHEREFORE, the Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

08/22/2013 10:04

#4182 P.025/028

- a. Compensatory Damages.
- b. Punitive Damages, including treble damages;
- c. Attorney's fee and costs of suit;
- d. Such other and further relief that the Court deems equitable and just.

**COUNT THREE**

N.J.S.A. § 10:6-2

**NEW JERSEY CIVIL RIGHTS ACT**

**First Amendment & NJ Constitution §§ 6 and 18**

49. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

50. Pursuant to official policy, custom, and practice, Defendants acting under color of law, lawfully subjected Plaintiff to the deprivation of his constitutional rights secured under the United States First Amendment and New Jersey's Constitution, Article 1, Sections 6 (free speech) and 18 (right to petition), based on Plaintiff's constitutionally protected activities in reporting unlawful criminal activity by law enforcement.

51. Pursuant to official policy, custom, and practice, Defendants, acting in concert with each other and individually, unlawfully retaliated against Plaintiff because of his protected activity by falsely arresting him and causing the initiation and continuation of a baseless criminal prosecution.

52. Plaintiff's constitutionally protected activities, as alleged herein, were the motivating factor for Defendants retaliatory conduct.

53. Defendants' pattern of retaliatory conduct has caused a chilling effect to Plaintiff and others who may desire to engage in such protected activities.

54. Alternatively, those Defendants who could have stopped the unlawful

08/22/2013 10:04

#4182 P.026/028

violations of Plaintiff's civil rights are liable based on their failure to intervene to stop the said civil rights violations.

57. As a direct and proximate cause of the aforementioned retaliatory conduct, Plaintiff has suffered and will continue to suffer economic, emotional, and psychological damages in an amount to be determined by a jury. Because of Individual Defendants willful and malicious conduct, Plaintiff seeks punitive damages in their individual capacity in an amount to be determined by a jury.

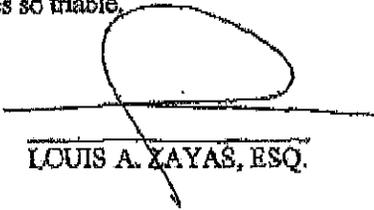
WHEREFORE, the Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. Compensatory Damages.
- b. Punitive Damages, including treble damages;
- c. Attorney's fee and costs of suit;
- d. Such other and further relief that the Court deems equitable and just.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a jury trial as to all issues so triable.

Dated: August 14, 2013

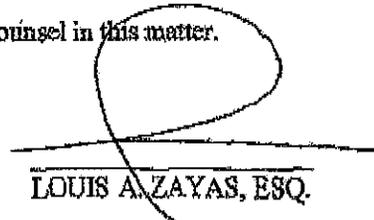


\_\_\_\_\_  
LOUIS A. ZAYAS, ESQ.

**DESIGNATION OF TRIAL COUNSEL**

LOUIS A. ZAYAS, ESQ., is designated as trial counsel in this matter.

Dated: August 14, 2013



\_\_\_\_\_  
LOUIS A. ZAYAS, ESQ.

08/22/2013 10:04

#4192 P. 027/028

**DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS**

Pursuant to R. 4:10-2(b), 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 all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment. If so, please attach a copy of each, or alternative state, under oath and certification: (a) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all persons insured thereunder; (e) personal injury limits; (f) property damages limits; and (g) medical payment limits.

Dated: August 14, 2013

---

LOUIS A. ZAYAS, ESQ.

RECEIVED  
JAN 10 2017  
TOWN CLERK  
GUTTENBERG, NJ

**SETTLEMENT AGREEMENT AND RELEASE**

**THIS SETTLEMENT AGREEMENT AND RELEASE** (hereinafter referred to as "Agreement") made this 19<sup>th</sup> day of December, 2016, by and between the New Jersey Intergovernmental Insurance Fund ("NJIF"), with offices located at NJIF c/o Eric J. Nemeth, General Counsel, Eric J. Nemeth, P.C., 55 Madison Avenue, Suite 400, Morristown, New Jersey 07960 on behalf of its insured, the Town of Guttenberg, a municipal corporation of the State of New Jersey, with offices located at 6808-6810 Park Avenue Guttenberg, New Jersey 07093 , (hereinafter referred to as "Guttenberg" or the "Town"); and Brian Dorador, residing at \_\_\_\_\_, New Jersey 07712 (hereinafter referred to as "Plaintiff").

**WITNESSETH**

**WHEREAS**, Plaintiff filed suit against the Town, Captain Joel Magenheimer, Officer Laura Sorto, Sergeant Jeff Lugo, Officer Joseph Keselica, Investigator Joseph Terello and Sergeant Juan Berrera (individually and collectively referred to herein as "Defendants") in an action venued in United States District Court for the District of New Jersey under Civil Action No.: 2:13-cv-05696 and with the caption Brian Dorador v. Township of Guttenberg, Captain Joel Magenheimer, Officer Laura Sorto, Sergeant Jeff Lugo, Officer Joseph Keselica, Investigator Joseph Terello and Sergeant Juan Berrera (hereinafter referred to as the "Lawsuit"); and

**WHEREAS**, The Lawsuit includes various allegations against Defendants; and

**WHEREAS**, Defendants are provided with insurance coverage through the NJIF for the Lawsuit; and

**WHEREAS**, the NJIF, on behalf of Defendants, and Plaintiff (jointly referred to herein as the "Parties" and individually as a "Party") have reached agreement on the resolution of Plaintiff's claims against Defendants and desire and intend to memorialize the settlement by execution of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises and agreements set forth herein, the Parties agree as follows:

1. **Dismissal of Claims**. As partial consideration for payment of the Settlement Sum (as that term is defined below) Plaintiff hereby dismisses, with prejudice, in their entirety, any and all claims (including by way of example and not limitation, those included in the Lawsuit) he

has or may have against Defendants, said dismissal being evidenced by execution of the form of Stipulation of Dismissal with Prejudice attached hereto as Exhibit A.

2. **Release and Discharge.** As additional and partial consideration for payment of the Settlement Sum (as that term is defined below), Plaintiff, for himself and on behalf of his respective successors, heirs, beneficiaries, agents, estates and assigns (individually and collectively referred to herein as "Releasor") does hereby fully and forever release, remit, acquit, remise, hold harmless and discharge (the "Release") Defendants and the NJIIF, as well as the Defendants' and the NJIIF's past and present officials, agents, attorneys, commissioners, departments, volunteers, officers and employees (for individuals, said Release runs to them in their official and personal capacities), and all of their respective heirs, estates, successors and assigns (hereinafter, individually and collectively referred to as "Releasees"), jointly and individually, from any and all liabilities, claims, causes of action, charges, appeals, complaints, obligations, costs, losses, damages, injuries, attorneys' fees and other legal responsibilities, of any form or kind whatsoever, whether vested or contingent, which Releasor has or may have against Releasees from the beginning of time through the date of this Agreement, including without limitation, any claims in law, equity, contract, tort, public policy, any claims or causes of action for breach of contract, negligence, excessive force, malicious prosecution, wrongful arrest, conspiracy, negligent hiring, negligent training, failure to intervene, unlawful custom or practice, civil rights violations, retaliation, harassment and/or discrimination based upon, among other things, disability, handicap, sex, age or race, negligent or intentional infliction of emotional distress, defamation, any claims arising under The Civil Rights Act of 1871 as amended by 42 U.S.C. §1983, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, as amended, the Reconstruction Era Civil Rights Act, as amended, the Americans with Disabilities Act, the NJ Civil Rights Act, N.J.S.A. 10:6-1 et seq., any claims that could be asserted pursuant to *Monell v. Department of Social Services*, 436 U.S.658 (1978), the Age Discrimination in Employment Act of 1967, as amended, the New Jersey Law Against Discrimination, the United States Constitution, the New Jersey Constitution, or any other federal, state or local statute, ordinance or law whether such claims are known or unknown, unforeseen, unanticipated, unsuspected or latent, and any claims which were raised or could have been raised prior to the date of this Agreement, whether known or unknown, unforeseen, unanticipated, unsuspected or latent (all of the above collectively, referred to as "Claims").

3. **Lump Sum Payment.** Within thirty (30) days following (A) delivery to counsel for the NJIIF of (1) a fully executed copy of this Agreement, (2) an executed copy of the Stipulation of Dismissal with Prejudice in Exhibit A (the "Stipulation"), (3) Plaintiff's social security number, date of birth, current address, and (\$) his attorney's EIN, the /njiif will pay plaintiff a lump sum of \$39,900.00 (the "Settlement Sum") in satisfaction of all claims, legal fees and costs of suit associated with the Lawsuit and all other consideration provided in this Agreement. Plaintiff acknowledges and agrees that he shall receive no other payment, compensation or consideration from NJIIF or any other Releasee as a result of the Release, Stipulation or his execution of this Agreement. The Settlement Sum shall be made payable to "John P. Fazzio, Esq. and Brian Dorador" and mailed to:

John P. Fazzio, Esq.  
Attorney-At-Law  
164 Franklin Turnpike  
Mahwah, NJ 07430

4. **Warranty of Capacity To Execute Agreement.** Plaintiff represents and warrants that no other person or entity has any interest in the claims which constitute the Lawsuit, or in any other demands, obligations, or causes of action referred to in this Agreement, and that he has the sole right and exclusive authority to execute this Agreement and receive the benefits specified. Plaintiff further represents that he has not sold, assigned, transferred, conveyed or otherwise disposed of any of the claims, or any other demands, obligations or causes of action referred to in this Agreement.

5. **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the matters set forth in this document, and shall be binding upon each Releasor as if each had executed this Agreement. The Agreement shall also inure to the benefit of each Releasee, each of whom shall be authorized to enforce its provisions as if they were a signatory hereto.

6. **Representation of Comprehension of Document.** In executing this Agreement, Plaintiff represents that he has relied upon the legal advice of his attorney who is the attorney of his own choice, that he has had the full opportunity to review this Agreement with his attorney, that the terms of this Agreement have been completely read and explained by his attorney, and that Plaintiff fully understands and voluntarily accepts those terms.

7. **No Admission of Liability.** Plaintiff acknowledges and agrees that the Lawsuit is being settled by the NJIIF on behalf of Defendants for purposes of economic expediency and that in settling this matter, no admission of liability is being made by the NJIIF, or Defendants and no such admission shall be construed hereby.

8. **Tax Implication.** NJIIF makes no representations as to the tax consequences or liability arising from any payment made under this Agreement. Moreover, any tax consequences and/or liability arising from payment to Plaintiff in accordance with this Agreement shall be Plaintiff's sole responsibility and obligation, and that neither the NJIIF, Guttenberg nor the individual Defendants shall be held liable for any payment of any taxes or penalties on Plaintiff's behalf. Releasor agrees to pay any and all income tax that may be determined to be due in connection with the payment of the Settlement Sum. Should the Internal Revenue Service, any State or any other taxing agency or tribunal require Defendants to pay any taxes, fines, penalties, interest or any other cost related to taxes on behalf of Plaintiff or her husband with regard to the payment of the Settlement Sum, Releasor agrees to defend, indemnify and reimburse the NJIIF, their agents, servants or representatives for any taxes they are required to pay as a result of Plaintiff's failure to do so.

9. **Liens.** Plaintiff hereby represents that no liens, including but not limited to, any Medicare liens, exist against the proceeds of the Settlement Sum, and that if any liens do exist, they will be paid in full, compromised or satisfied and released by Plaintiff. If a lien exists which is not satisfied as required by this Agreement, and a claim is made by anyone to enforce that lien, Plaintiff agrees that he will pay that lien in full. This representation and covenant are intended to include all liens, including, but not limited to, attorneys' liens, medical provider liens, Medicare and Medicaid liens, workers' compensation liens, ERISA liens, all statutory or common law liens, and judgment liens. Plaintiff agrees to indemnify and hold the Releasees harmless in connection with any claim made against Plaintiff by reason of liens against or tax obligations associated with the proceeds of the Settlement Sum. In the event a claim is hereafter made against any of the Releasees, including but not limited to, the NJIIF, by anyone seeking payment of any liens, Plaintiff will indemnify and hold the Releasees, including the NJIIF, harmless for any money spent in paying any such liens and/or defending against such a claim, including, but not limited to, attorneys' fees, costs of suit, and interest.

In furtherance of the foregoing, Plaintiff states as follows:

"I agree to satisfy and personally guarantee payment for any and all liens, including but not limited to liens asserted by any workers' compensation insurance carrier or governmental entity, including but not limited to Medicare and/or Medicaid, that has paid, or will pay, any benefits to me, or on my behalf, out of the monies you are paying pursuant to this Release. I further agree to satisfy any and all child support judgment liens and unpaid medical bills of any medical provider or facility out of the proceeds of this settlement.

In recognition of my obligations to satisfy all such liens out of the monies being paid pursuant to this Release, I further agree to indemnify and defend you, your attorney's and your liability insurance carriers from and against any and all claims made or actions filed against you, your attorneys, or your liability insurance carriers for payment of any such liens upon prompt presentation and tender of such claims. I further acknowledge that I have specifically discussed this provision of this Release with my attorneys."

10. **Indemnification**. In the event Plaintiff shall recover any monies from any person who thereafter seeks indemnification from any of the Releasees, arising from the claims, embodied in the Lawsuit, Plaintiff shall indemnify and hold the Releasees harmless for any money spent in defending against these claims, including, but not limited to, attorneys' fees, costs of suit, judgment or settlement.

11. **Non-disclosure Agreement**. For \$1.00 (one dollar) in hand and other good and valuable consideration, Releasor and Releasor's attorney agree and covenant to keep the facts regarding the facts underlying the Lawsuit, the terms of this Agreement, and the negotiations leading to this Agreement confidential, and not to disclose same to any person, except to their lawyer and accountant, pursuant to a Court Order or in order to comply with any Federal, State or local government statute, or rule. Disclosure made pursuant to a court order, however, shall be made only after furnishing the NJIIF with notice of the demand or order requiring such disclosure within forty-eight (48) hours of its receipt of said demand or order. Further, as set forth above in this Paragraph 11, Releasor, or anyone speaking on Releasor's behalf, shall not originate, or make any written or oral statement, news release or other announcement or publication to any third party relating to this Agreement, the claims that form the basis for the Lawsuit, or the negotiation or resolution of the Lawsuit. If, hereinafter, either Releasor or Releasor's attorney is asked about the Lawsuit or the settlement thereof or the actions, inactions,

or conduct of any one or all of the Defendants by any person, or settlement hereof, Releasor and Releasor's attorney shall state only that the Lawsuit was settled to their satisfaction. In the event Releasor breaches the foregoing confidentiality provision of this Agreement. Releasor shall be liable for the NJIIF's enforcement of its terms, including all legal fees and court costs and shall reimburse to the NJIIF 50% of the Settlement Sum as liquidated damages. Releasor agrees that he shall engage in no act and shall make or publish no statement which is intended, or reasonably may be expected to disparage or harm the reputation, business, prospects, or operations of Releasees.

12. **Related Claims.** Releasor promises and agrees not to file, re-file, appeal, initiate, or cause to be filed, re-filed or initiated any claim, suit, claim or other proceeding based upon, arising out of, or related to any claims and causes of action subsumed within the Release; nor shall Releasor solicit, encourage, participate, assist or cooperate in any claim against any of the Releasees, whether before a court or administrative agency, unless required to do so by law. If a court order or lawful subpoena is served on Plaintiff requiring that he testify in any matter in which Releasees have an interest, he agrees to immediately notify and provide a copy of the court order or subpoena to the NJIIF's General Counsel c/o Eric J. Nemeth, P.C. 55 Madison Avenue, Suite 400, Morristown, New Jersey, 07960, phone (973-539-2122), fax (973)-539-4677. Plaintiff shall provide the NJIIF's General Counsel and the Town with a copy of the court order or subpoena as soon as possible and reasonably in advance of her appearance and/or compliance with the court order or subpoena. Plaintiff agrees to cooperate with and assist the Town and NJIIF in connection with any lawful efforts to quash or limit the scope of the subpoena or court order.

13. **Modification.** This Agreement may not be modified except by an agreement in writing, executed by all Parties hereto.

14. **Law.** This Agreement shall be governed in all respects, including validity, interpretation, and effect by the laws of the State of New Jersey without giving effect to the conflicts of laws principle thereof.

15. **Severability.** The provisions of this Agreement are severable. If any provisions of the Agreement are declared invalid or unenforceable, with the exception of Paragraph 2, entitled "Release and Discharge", the ruling will not affect the validity and enforceability of any

other provision of the Agreement.

16. **Counterparts.** This Agreement may be executed and delivered in two or more counterparts, each of which when so executed and delivered shall be an original.

17. **Date of Agreement.** This Agreement shall be dated as of the date it is last signed by any of the Parties to the Agreement, which date shall be incorporated on the face page.

I hereby sign this Agreement in order to confirm my consent to the terms set forth above, including but not limited to, my agreement to the dismissal of the Lawsuit and all claims against Defendants, with prejudice, it being my intention to release and discharge any and all claims I have or may have which are referenced in the Agreement.

DATED: 12/19/16

By:   
BRIAN DORADOR

ATTEST: \_\_\_\_\_

DATED: 12/19/16

By:   
John P. Fazzio, Esq.

ATTEST: \_\_\_\_\_

The New Jersey Intergovernmental Insurance Fund on behalf of the Town of Guttenberg Captain Joel Magenheimer, Officer Laura Sorto, Sergeant Jeff Lugo, Officer Joseph Keselica, Investigator Joseph Terello and Sergeant Juan Berrera

By: \_\_\_\_\_  
Eric J. Nemeth, General Counsel, NJIIF

DATED: \_\_\_\_\_