

2. At all times relevant herein, the defendant, City of Paterson, was an existing and duly incorporated and organized municipal corporation under the laws of the State of New Jersey.

3. At all times relevant herein, the defendant, Paterson Police Department, was a duly established department of the defendant, City of Paterson.

4. At all times relevant herein, the defendants, John Phelan, Frank Motta and John Does (fictitious persons whose identities are unknown at this time), were police officers employed by the defendants, City of Paterson and Paterson Police Department.

5. At all times relevant herein, the defendants, John Phelan, Frank Motta, and John Does, were acting in their capacity as law enforcement officers for their respective employers, the defendants, City of Paterson and Paterson Police Department.

6. At the time and place set forth above, the plaintiff, Alex Lopez, sustained serious and permanent injuries as a result of the negligence and carelessness of the defendants named herein as defined and delineated by the New Jersey Tort Claims Act.

7. The defendants, John Phelan, Frank Motta, and John Does, and, vicariously, their employers, the City of Paterson and Paterson Police Department, were negligent and careless as defined and delineated by the New Jersey Tort Claims Act.

8. The defendants, City of Paterson and Paterson Police Department, were negligent and careless, as defined and delineated

by the New Jersey Tort Claims Act, in failing to provide adequate training to its police officers, including the individual defendants named herein, regarding the standards and methods of appropriate police procedures.

9. The plaintiff provided the defendants named herein with proper notice pursuant to N.J.S.A. 59:1-1, et seq., on or about December 16, 2005.

10. As a result of the aforesaid negligence and carelessness of the defendants, the plaintiff was severely injured and suffered permanent disability.

WHEREFORE, plaintiff demands judgment for damages against the defendants, together with interest and costs of suit.

SECOND COUNT

1. Plaintiff repeats and realleges all of the allegations of the First Count as though set forth herein verbatim.

2. The defendants, John Phelan, Frank Motta, and John Does, committed an assault and battery upon the plaintiff, thereby causing serious and permanent injuries to the plaintiff.

3. The defendants, John Phelan, Frank Motta, and John Does, committed intentional acts which constituted false imprisonment upon the plaintiff, thereby causing serious and permanent injuries to the plaintiff.

4. As a result of the aforesaid intentional acts of the defendants, the plaintiff was severely injured and suffered permanent disability.

WHEREFORE, plaintiff demands judgment for damages against the defendants, together with interest and costs of suit.

THIRD COUNT

1. Plaintiff repeats and realleges all of the allegations of the First Count and Second Count as though set forth herein verbatim.

2. The defendants named herein violated the civil rights of the plaintiff resulting in the deprivation of his rights, privileges and/or immunities secured by the Constitution and Federal Laws, which violations proximately caused serious injury, disability and other damages to the plaintiff.

3. Plaintiff alleges that the defendants are liable to the plaintiff for the aforesaid violations of his civil rights pursuant to and in accordance with the provisions of the applicable Federal Statutes, 42 U.S.C.A. Section 1983, et seq.

WHEREFORE, plaintiff demands judgment against the defendants as a result of the violations of plaintiff's civil rights, together with attorney's fees, interest and costs of suit.

BENDIT WEINSTOCK, P.A.
Attorneys for Plaintiff

BY:


ALAN ROTH

WHEREFORE, plaintiffs demands Trial by Jury on all issues.

BENDIT WEINSTOCK, P.A.
Attorneys for Plaintiff

BY: 
ALAN ROTH

Dated: August 3, 2007

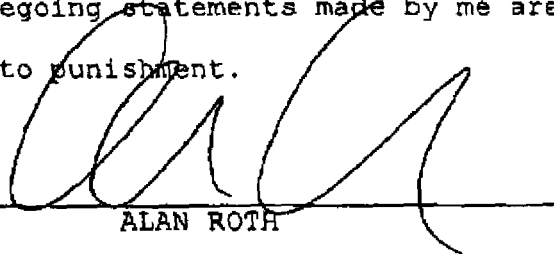
CERTIFICATION IN ACCORDANCE WITH R.4:5-1

1. The matter in controversy is not the subject of any other action pending in any Court or a pending arbitration proceeding.

2. No other action or arbitration proceeding is contemplated.

3. There are no known parties who may be liable to any party on the basis of the transaction or events which form the subject matter of this action who should be joined pursuant to R. 4:28.

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


ALAN ROTH

Dated: August 3, 2007

GENERAL RELEASE

BENDIT WEINSTOCK, P.A. 80 Main Street
 A Professional Corporation West Orange, New Jersey 07052
 Counsellors at Law

This release, dated May 26, , 2008, is given

BY the Releasor ALEX LOPEZ referred to as "I,"

To CITY OF PATERSON, PATERSON POLICE DEPARTMENT,
 POLICE OFFICER JOHN PHELAN, POLICE OFFICER
 FRANK MOTTA, and all other personnel of the
 Paterson Police Department. referred to as "You."

If more than one person signs this Release, "I" shall mean each person who signs this Release.

1. Release. I release and give up any and all claims and rights which I may have against you. This releases 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. I specifically release the following claims:

For any and all claims for damages arising out of an incident and events which occurred on October 6, 2005 in Paterson, New Jersey, as is more particularly set forth in a lawsuit in the United States District Court for the District of New Jersey, under Civil Action No. 07-5659 (SDW).

Furthermore, plaintiff agrees to satisfy any and all medical liens from the proceeds of this settlement and hold defendants harmless from any such claims.


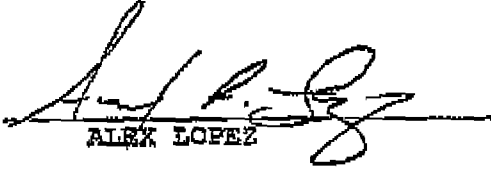
2. Payment. I have been paid a total of TEN THOUSAND (\$10,000.00) DOLLARS, in full payment for making this Release. I agree that I will not seek anything further including any other payment from you.

3. Who is Bound. I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and

responsibilities, such as your heirs or the executor of your estate.

4. Signatures. I understand and agree to the terms of this Release. If this Release is made by a corporation, its proper corporate officers have signed and its corporate seal is affixed.

Witnessed or Attested by:

 <hr style="width: 100%;"/>	 <hr style="width: 100%;"/> <p>ALEX LOPEZ</p>
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