

CITY OF VINELAND

RESOLUTION NO. 2019-\_\_\_\_\_

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A SETTLEMENT AGREEMENT & RELEASE IN THE MATTER OF PAUL ROBERSON AND LORI KLINE V. THE CITY OF VINELAND, ET AL.

WHEREAS, Paul Roberson and Lori Kline commenced suit against the City of Vineland and Officers Felepe LaBoy, Paul R. Cifuentes, Derrick McGee and Sergeants Owen Flores and William Bontcue regarding an alleged incident occurring on January 1, 2016 as more particularly alleged in a Civil Action filed in the United States District Court for the District of New Jersey under Docket no. 1:17-cv-13152, which allegations have been and continue to be denied by the City of Vineland and its employees; and

WHEREAS, after mediation by counsel appointed by the TRICO Joint Insurance Fund, insuring the City for such claims as alleged in the on March 21, 2017, it was recommended to settle the claim for \$90,000.00 and failure to do so would jeopardize insurance coverage; and

WHEREAS, the City Council of the City of Vineland finds it to be in the best interest of the City to accept the settlement of the claim against the City with a dismissal of any claims against the parties while continuously denying the allegations contained in the Complaint.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Vineland that the City Council of the City of Vineland authorizes the settlement of the matter of Paul Roberson and Lori Kline v. the City of Vineland, et al. Docket no. 1:17-cv-13152 in the amount of \$90,000.00 with a dismissal of all claims against the City of Vineland, Officers Felepe LaBoy, Paul R. Cifuentes, Derrick McGee and Sergeants Owen Flores and William Bontque with prejudice in accordance with the Settlement Agreement and Release attached hereto and made a part hereof.

Adopted:

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President of Council

ATTEST:

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City Clerk

*Louis Charles Shapiro, P.A.*

*1063 East Landis Avenue*

*Vineland, New Jersey 08360*

*Telephone (856) 691-6800; Facsimile (856) 794-3326*

**LOUIS CHARLES SHAPIRO**

CERTIFIED CRIMINAL TRIAL ATTORNEY  
LL.M. IN TRIAL ADVOCACY  
MEMBER OF NJ AND PA BARS

**SAMUEL L. SHAPIRO**

ATTORNEY AT LAW  
COUNSELOR AT LAW  
1940 (ADMITTED TO NJ BAR) - 1996

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December 17, 2019

**VIA ELECTRONIC MAIL**

Michael E. Benson, Esquire  
Buonadonna & Benson, P.C.  
1138 East Chestnut Avenue, Suite 2A  
Vineland, New Jersey 08360-5053

**VIA ELECTRONIC MAIL**

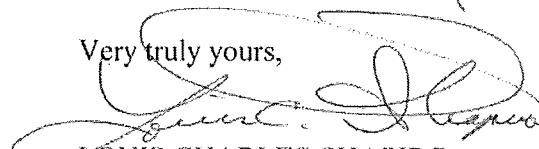
John C. Grady, Esquire  
Craig Annin Baxter Law  
58 Euclid Street  
Woodbury, New Jersey 08096

Re: Paul M. Roberson, et al. v. City of Vineland, et al.  
Case No.: 1-17-cv-13152-NLH-AMD

Gentlemen:

In connection with the settlement of this case, enclosed please find the Release and Settlement Agreement, which has been signed by Lori Kline. Please note that I have made some minor edits. If you have any questions, please do not hesitate to contact me.

Very truly yours,



LOUIS CHARLES SHAPIRO

Enclosure

UNITED STATES DISTRICT COURT  
DISTRICT OF NEW JERSEY

PAUL ROBERSON AND LORI KLINE, HIS  
WIFE,

Plaintiffs,

v.

CITY OF VINELAND; OFFICER FELIPE  
LABOY; OFFICER PAUL R. CIFUENTES;  
OFFICER DERRICK MAGEE; SGT.  
WILLIAM BONTCUE; SGT. OWEN  
FLORES; JOH/JANE DOE(S) I;  
JOHN/JANE DOE(S) II; JOHN/JANE  
DOE(S) III; and JOHN/JANE DOE(S) IV,

Defendants.

Civil Action No.: 1:17-cv-13152

NLH/AMD

**RELEASE AND SETTLEMENT AGREEMENT**

This Release and Settlement Agreement sets forth the terms under which the Parties mutually agree to settle all claims as to all Parties.

The Plaintiff / Releasor(s), PAUL ROBERSON AND LORI KLINE, HIS WIFE AND REPRESENTATIVE , their successors, assigns and heirs called "the Roberson Plaintiffs" give this Release and Settlement Agreement, dated December 17 , 2019 to the Defendants City of Vineland, its employees, former employees, agents, officials, insurers and attorneys in their professional capacities as well as Sergeant William Bontcue, Sergeant Owen Flores, Officer Felipe LaBoy, Officer Paul Cifuentes, and Officer Derek Magee called "the Vineland Defendants".

The Roberson Plaintiffs' claims against the individual Defendants Sergeant William Bontcue, Sergeant Owen Flores, Officer Felipe LaBoy, Officer Paul Cifuentes, and Officer Derek Magee have been dismissed by the Court with prejudice.

1. Release. The Roberson Plaintiffs release, give up and forever discharge all claims and rights that they may have against the Vineland Defendants. This releases all claims, including those of which the Roberson Plaintiffs are unaware and those not mentioned in this Release. This Release applies to claims resulting from anything that has happened up to the date of this Release and Settlement Agreement. The Roberson Plaintiffs specifically releases all claims of any kind for damages, including claims for medical bills, pain and suffering, permanency, vocational injury, emotional injury, attorney's fees, costs, and interest. This Release includes all claims for any alleged violations of the Roberson Plaintiff's constitutional rights protected under the United States and New Jersey Constitutions as well as all federal, state, statutory or common law claims or causes of action arising out of the incident on January 1, 2016 and all subsequent legal proceedings arising from it.

For and in consideration of the sum below, the Roberson Plaintiffs hereby agree to satisfy all liens or encumbrances that may apply to the above sum and hereby agrees to indemnify the Vineland Defendants and its insurance carriers against any further liability for the satisfaction of any such liens or encumbrances.

The undersigned hereby agrees to indemnify and hold harmless the Vineland Defendants and its insurers from all liens. It is known that there is a Medicare lien and the Roberson Plaintiffs acknowledge and specifically represent that they will satisfy out of the settlement proceeds all Medicare, Medicaid, workers' compensation liens, or any other social service agency liens or bills that may have arisen as a result of the injury

and treatment for a fractured nose, post-concussion syndrome, and an eye abrasion and any other injuries or treatment now or later attributed to the events of January 1, 2016 or in any way related to payments received by plaintiff throughout this claim for himself and any family members and dependents. The Roberson Plaintiffs' attorney has secured a Charles Jones judgment and child support search and a true copy of that search has been provided to counsel for the Vineland Defendants.

2. No admissions. This Agreement results from a compromise and accord to buy the Parties' peace. It is understood and agreed that nothing in this Agreement is intended to be, nor will be construed as, nor will be represented by any party, their attorneys or their agents to be, as an admission or determination of liability by the Releasee, or its agents or employees, as to the validity of any claims asserted or assertable in the Settled Claims, as the Releasee continues to deny any liability and disclaim any responsibility for such claims.

3. Payment. The Roberson Plaintiffs have been paid Ninety Thousand Dollars (\$90,000.00) and other good and valuable consideration, the receipt and sufficiency of which they acknowledge, in full payment for making this Release. The Roberson Plaintiffs agree that they will not seek anything further, including any other payment, from the Vineland Defendants.

It is UNDERSTOOD and AGREED that the acceptance of that amount is in full accord and satisfaction of and in compromise of a disputed claim and that payment of it is not an admission of liability but is made to terminate all disputes and litigation between the parties hereto.

4. Taxes. The Vineland Defendants make no representations about the tax consequences of the payments referred to herein and will assume no responsibility for

<sup>The Roberson Plaintiffs</sup>  
any tax liability attributed to ~~Teel~~. The Roberson Plaintiffs agree to pay any and all taxes assessed against the payments made pursuant to this Agreement and to indemnify and hold the Vineland Defendants harmless from any claims, assessments, demands, penalties and interest owed, or found to be owed, as a result of any payment made to this Agreement. 1099 reporting to the Internal Revenue Service for the full amount of the settlement payment will be carried out.

5. Who is bound. The Roberson Plaintiffs are bound by this Release. Anyone who succeeds to the Roberson Plaintiffs' rights and responsibilities, such as his or her heirs or the executor of their estate, are also bound. This Release is made for the Vineland Defendants' benefit and all who succeed to their rights and responsibilities, including their agents, servants and employees.

6. Non-disparagement. The Roberson Plaintiffs agree not to disparage the Vineland Defendants, its Police Department or any of its individual police officers. The Roberson Plaintiffs must neither solicit nor make any comments, statements or the like to others on social media or by any other means about the Vineland Defendants that could adversely affect the reputation, image, goodwill, commercial or public interest of that party or which may be considered derogatory or disparaging.

7. Full Understanding. This Agreement sets forth the complete understanding and entire agreement between the parties and supersedes all prior agreements or understandings between the parties. This Agreement may not be modified, altered, changed, discharged, terminated or waived except upon express written consent of the parties in which specific reference is made to this Agreement. It is agreed that there are no other understandings or agreements

(either written or oral) which would have any impact upon this matter. By executing this Agreement, The Roberson Plaintiffs represent and acknowledge<sup>y</sup> that they do not rely, and have not relied on, any representation or statement not set forth in this Agreement made by the Vineland Defendants or their counsel about the subject matter, basis, or effect of this Agreement or otherwise.

8. Services of Counsel. The Roberson Plaintiffs certify that they have had the opportunity to discuss this agreement with counsel. The Roberson Plaintiffs are satisfied with the services of their counsel about both this agreement and all other aspects of this action and The Roberson Plaintiffs enter into this agreement knowingly, willingly, with no coercion, or improper inducements.

Signed:

Lori E Kline POA

12/17/2019  
Dated:

PAUL ROBERSON through Lori Kline by Power of Attorney

Lori E Kline

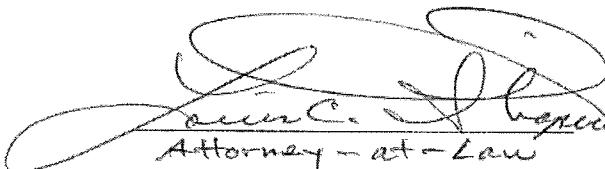
12/17/2019  
Dated:

LORI KLINE, individually.

STATE OF NEW JERSEY :  
 : SS  
COUNTY OF CUMBERLAND :

I CERTIFY that on Dec. 17, 2019, ~~PAUL ROBERSON AND LORI~~  
KLINE, ~~HIS~~ WIFE AND REPRESENTATIVE <sup>of Paul Roberson</sup> personally came before me and stated under  
oath to my satisfaction that this person (or if more than one, each person):

- (a) is of legal age;
- (b) possesses a valid Power of Attorney allowing her to act on behalf of her  
husband Paul Roberson
- (c) was the maker of the attached instrument; and
- (b) executed this instrument as his or her own act.

  
Notary Public State of New Jersey  
Louis Charles Shapiro, Esq