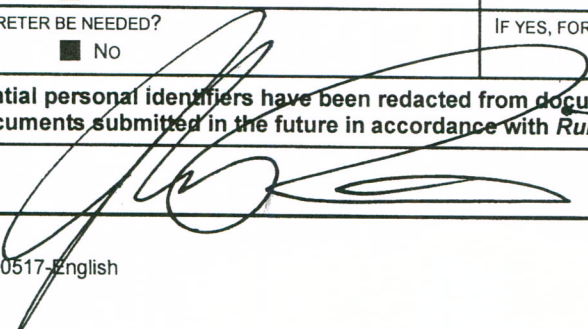


Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY		
	Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed		PAYMENT TYPE: ☐ CK ☐ CG ☐ CA CHG/CK NO. _____		
			AMOUNT: _____		
			OVERPAYMENT: _____		
			BATCH NUMBER: _____		
ATTORNEY / PRO SE NAME Kevin B. Riordan, Esquire		TELEPHONE NUMBER (732) 240-2250		COUNTY OF VENUE Monmouth	
FIRM NAME (if applicable) KEVIN B. RIORDAN, ESQ., LLC		FILED NOV - 1 2017 MONMOUTH VICINAGE CHANCERY DIVISION 401		DOCKET NUMBER (when available) MON-L-3122-16	
OFFICE ADDRESS 20 Hadley Avenue Toms River, NJ 08753				DOCUMENT TYPE ANSWER	
				JURY DEMAND ☒ Yes ☐ No	
NAME OF PARTY (e.g., John Doe, Plaintiff) Defendant, Township of Colts Neck		KEVIN SAUTER V. TOWNSHIP OF COLTS NECK			
CASE TYPE NUMBER (See reverse side for listing) 616	HURRICANE SANDY RELATED? ☐ YES ☒ NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ☒ NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.			
RELATED CASES PENDING? ☐ Yes ☒ No		IF YES, LIST DOCKET NUMBERS			
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? ☐ Yes ☒ No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) Summit ☐ NONE ☐ UNKNOWN			
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.					
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION					
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? ☒ Yes ☐ No		IF YES, IS THAT RELATIONSHIP: ☒ EMPLOYER/EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ OTHER (explain) ☐ FAMILIAL ☐ BUSINESS			
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? ☒ Yes ☐ No					
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION					
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? ☐ YES ☒ NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION			
WILL AN INTERPRETER BE NEEDED? ☐ YES ☒ NO		IF YES, FOR WHAT LANGUAGE?			
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .					
ATTORNEY SIGNATURE: 					



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 291 PELVIC MESH/GYNECARE |
| 278 ZOMETA/AREZIA | 292 PELVIC MESH/BARD |
| 279 GADOLINIUM | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 282 FOSAMAX | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR |
| 287 YAZ/YASMIN/OCELLA | 300 TALC-BASED BODY POWDERS |
| 288 PRUDENTIAL TORT LITIGATION | 601 ASBESTOS |
| 289 REGLAN | 623 PROPECIA |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category

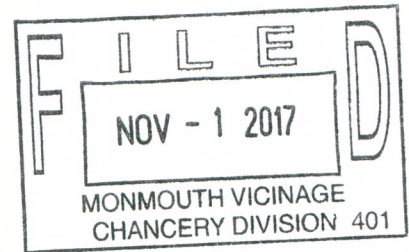
☐

Putative Class Action

☐

Title 59

KEVIN B. RIORDAN, ESQ. LLC
ATTORNEY ID #011541984
20 Hadley Avenue
Toms River, NJ 08753
Tel: 732-240-2250/Fax: 732-240-3334
Attorneys for Defendant, Township of Colts Neck
File No. 0090-017



KEVIN SAUTER

Plaintiff

v.

TOWNSHIP OF COLTS NECK

Defendant

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MONMOUTH COUNTY**

Docket No. MON-L-3122-16

Civil Action

**ANSWER OF DEFENDANT, TOWNSHIP
OF COLTS NECK, TO PLAINTIFF'S
FIRST AMENDED COMPLAINT**

Defendant, Township of Colts Neck, by way of Answer to Plaintiff's First Amended Complaint, says:

PRELIMINARY STATEMENT

1. The corresponding paragraph does not contain any factual allegations and, as such, no answer is required.
2. It is admitted that plaintiff is a police officer. The remainder of the allegations contained in the corresponding paragraph are denied.
3. Admitted.
4. Denied. The only named defendant is the Township of Colts Neck.
5. Denied.

STATEMENT OF FACTS

6. Defendant neither admits or denies plaintiff's corresponding paragraph as it is irrelevant.

7. It is admitted that plaintiff is the Chief of Police.

8. Unknown to answering defendant and irrelevant to the claims made in Plaintiff's Complaint.

9. Unknown to answering defendant and irrelevant to the claims made in Plaintiff's Complaint.

10. Admitted.

11. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

12. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

13. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

14. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

15. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

16. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

17. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

18. Denied.

19. It is admitted that plaintiff had lunch with Mayor Macnow. The remainder of the allegations contained in the corresponding paragraph are denied.

20. It is admitted that on April 9, 2014, the Township Committee had its first reading of the ordinance. The remainder of the allegations contained in the corresponding paragraph are denied.

21. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

22. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

23. Denied.

24. The April 28, 2014 email speaks for itself.

25. The April 28, 2014 email speaks for itself.

26. It is admitted that plaintiff received a Rice notice and that the Rice notice provided the required notice. The remainder of the allegations contained in the corresponding paragraph are denied.

27. Denied. The Township Committee went into Executive Session to discuss plaintiff's job performance.

28. Admitted.

29. Admitted.

30. Plaintiff's May 2014 memorandum speaks for itself.

31. It is admitted that Plaintiff was issued a written reprimand in June of 2014. The remainder of the allegations contained in the corresponding paragraph are denied.

32. See answer to paragraph 26.

33. It is admitted that from time to time the appropriate authority of the Township Committee issued appropriate directives to the Police Department.

34. See answer to paragraph 33.

35. See answer to paragraph 33.

36. See answer to paragraph 33.

37. It is admitted that plaintiff received and reviewed the appropriate instructions from the appropriate authority. The remainder of the allegations contained in the corresponding paragraph are denied.

38. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

39. Denied. See answer to paragraph 27.

40. Mayor Macnow's letter dated September 10, 2014 speaks for itself.

41. Mayor Macnow's letter dated September 3, 2014 speaks for itself. Defendant neither admits nor denies the remaining allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

42. It is admitted that on September 4, 2014, plaintiff had a meeting with Macnow and Fitzgerald. Defendant neither admits nor denies the remaining allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

43. It is admitted that plaintiff resisted the appropriate directives from the appropriate authority during the meeting on September 4, 2014. The remainder of the allegations are denied.

44. See answer to paragraph 43.

45. Defendant neither admits nor denies the allegations contained in the corresponding paragraph as they are irrelevant and immaterial.

46. Denied.
47. It is admitted that the charges which speak for themselves were served on plaintiff.
48. The November 2014 directive referred by plaintiff as “suspension notice” speaks for itself.
49. The November 2014 directive referred by plaintiff as “suspension notice” speaks for itself.
50. The November 2014 directive referred by plaintiff as “suspension notice” speaks for itself.
51. The corresponding paragraph does not contain any factual allegations and, as such, no answer is required.
52. See answer to paragraph 51.
53. Denied.
54. Denied.
55. Defendant neither admits nor denies the allegations contained in the corresponding paragraph as they are irrelevant and immaterial.
56. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.
57. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.
58. Robert Bowden’s September 8, 2014 letter speaks for itself. Defendant neither admits nor denies the remaining allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.
59. Admitted.

60. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

61. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

62. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

63. The November 2014 directive speaks for itself.

64. Denied.

65. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

66. It is admitted that a written memorandum was sent by plaintiff to the administrator. The remaining allegations contained in the corresponding paragraph are denied.

67. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

68. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

69. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

70. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

71. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

72. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

73. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

74. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

75. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

76. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

77. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

78. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

79. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

80. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

81. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

82. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

83. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

84. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

85. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

86. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

87. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

88. The March 2015 letter from Mayor Schatzle speaks for itself. Defendant neither admits nor denies the remaining allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

89. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

90. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

91. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

92. The June 4, 2015 purchase order speaks for itself. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

93. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

94. The September 10, 2015 email from the Business Administrator speaks for itself.
95. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.
96. It is admitted that plaintiff received a Rice notice and that the Rice notice provided the required notice. The remainder of the allegations contained in the corresponding paragraph are denied and Plaintiff is left to his proofs.
97. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.
98. Defendant neither admits nor denies the allegations contained in the corresponding paragraph as they are irrelevant and immaterial.
99. The December 30, 2015 notice from the Borough Administrator speaks for itself.
100. The December 30, 2015 email speaks for itself.
101. Admitted.
102. Ms. Capristo's testimony speaks for itself (as reflected in the Hearing Transcript).
103. Ms. Capristo's testimony speaks for itself (as reflected in the Hearing Transcript).
104. Ms. Capristo's testimony speaks for itself (as reflected in the Hearing Transcript).
105. Ms. Capristo's testimony speaks for itself (as reflected in the Hearing Transcript).
106. Ms. Capristo's testimony speaks for itself (as reflected in the Hearing Transcript).
107. The November 2014 directive speaks for itself.
108. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.
109. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

110. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

111. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

112. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

113. The November 2014 directive speaks for itself.

114. Ms. Capristo's testimony speaks for itself (as reflected in the Hearing Transcript).

115. Ms. Capristo's testimony speaks for itself (as reflected in the Hearing Transcript).

116. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

117. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

118. Ms. Capristo's testimony speaks for itself (as reflected in the Hearing Transcript).

119. The November 2014 directive speaks for itself.

120. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

121. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

122. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

123. Denied.

124. Admitted.

125. Defendant denies plaintiff's corresponding paragraph as the allegations contained therein are irrelevant and immaterial.

126. Denied.

127. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

128. Admitted.

129. Denied.

130. It is admitted that on April 28, 2016, a disciplinary hearing was held. The remainder of the allegations contained in the corresponding paragraph are denied.

131. Admitted.

132. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

133. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

134. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

135. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

136. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

137. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

138. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

139. Plaintiff's testimony speaks for itself. Defendant neither admits nor denies the remaining allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

140. Admitted.

141. Denied.

142. Denied.

143. Denied.

144. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

145. The November 2016 letter from Mayor Orgo speaks for itself.

146. Denied.

147. Denied.

148. Admitted.

149. Defendant neither admits nor denies the allegations contained in the corresponding paragraph and leaves Plaintiff to his proofs.

150. Denied. The investigation was legal.

151. Denied.

152. Denied.

COUNT I

153-162. Dismissed with prejudice by Order dated 9/19/17 and therefore no answer is required.

COUNT II

163-167. Dismissed with prejudice by Order dated 9/19/17 and therefore no answer is required.

COUNT III

168-173. Dismissed with prejudice by Order dated 9/19/17 and therefore no answer is required.

COUNT IV

175. The prior answers are repeated.

175. Denied.

176. Denied.

177. Denied.

178. Denied.

179. Denied.

180. Denied.

181. Denied.

182. Denied.

183. Denied.

WHEREFORE, defendant, Township of Colts Neck, demands judgment in its favor dismissing Plaintiff's First Amended Complaint in its entirety, together with any such further relief as the Court deems just and equitable.

SEPARATE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The plaintiff was negligent, and this claim is barred or limited by reason of the New Jersey Joint and Several Liability Act, N.J.S.A. 2A:15-1, et seq and/or New Jersey Comparative Negligence Act N.J.S.A. 2A:53A-1, et seq.

SECOND AFFIRMATIVE DEFENSE

This action is barred by the applicable statute of limitations.

THIRD AFFIRMATIVE DEFENSE

The plaintiff's injuries, if any, were caused by superseding and intervening agencies over which the defendant had no control and which were not foreseeable to the defendant.

FOURTH AFFIRMATIVE DEFENSE

This action is barred pursuant to the provisions of the Workers Compensation Act.

FIFTH AFFIRMATIVE DEFENSE

The Complaint fails to state a cause of action, and answering defendant reserves the right to move to dismiss on that ground.

SIXTH AFFIRMATIVE DEFENSE

This claim is barred by reason of the plaintiff's failure to avail himself of administrative remedies and/or arbitration.

SEVENTH AFFIRMATIVE DEFENSE

Recovery is reduced to the extent that any of the plaintiff's losses have been paid or reimbursed by collateral sources pursuant to the New Jersey Collateral Source Rule; N.J.S.A. 2A:15-97.

EIGHTH AFFIRMATIVE DEFENSE

This action is barred or recovery is reduced due to the plaintiff's failure to mitigate damages.

NINTH AFFIRMATIVE DEFENSE

This claim is barred or limited by reason of the Doctrine of Laches.

TENTH AFFIRMATIVE DEFENSE

This claim is barred or limited by reason of the Doctrine of Estoppel.

ELEVENTH AFFIRMATIVE DEFENSE

This claim is barred or limited by reason of the Doctrine of Waiver.

TWELFTH AFFIRMATIVE DEFENSE

This claim is barred or limited by reason of the Doctrine of Unclean Hands.

THIRTEENTH AFFIRMATIVE DEFENSE

The defendant hereby reserves the right to interpose such other defenses and objections as continuing discovery may disclose.

FOURTEENTH AFFIRMATIVE DEFENSE

The remedies sought by the plaintiff are not justified.

FIFTEENTH AFFIRMATIVE DEFENSE

This action is barred or recovery is reduced in that the plaintiff voluntarily assumed a known and appreciated risk.

SIXTEENTH AFFIRMATIVE DEFENSE

Defendant did not breach any duty, which may have been owed to plaintiff in this action.

SEVENTEENTH AFFIRMATIVE DEFENSE

The answering defendant asserts the applicability of the provisions of N.J.S.A. 59:8-3 through 59:8-11 regarding failure to provide adequate and timely notice of claim.

EIGHTEENTH AFFIRMATIVE DEFENSE

Defendant was not negligent.

NINETEETH AFFIRMATIVE DEFENSE

The applicability of the provisions of N.J.S.A. 59:2-4, N.J.S.A. 59:3-3, and N.J.S.A. 59:3-4, as to the non-liability for any injury caused by adopting or failing to adopt a law of by failing to enforce a law are asserted.

TWENTIETH AFFIRMATIVE DEFENSE

The answering defendant is immune from liability pursuant to the provisions of N.J.S.A. 59:9-1, et seq.

TWENTY-FIRST AFFIRMATIVE DEFENSE

Any recovery to which the plaintiff might otherwise be entitled is subject to reduction in accordance with the judgments, damages, and interest provided by N.J.S.A. 59:9-2.

TWENTY-SECOND AFFIRMATIVE DEFENSE

Answering defendant, by pleading the aforementioned defenses and/or rights under the Act, hereby affirmatively plead the procedural and substantive provisions of the New Jersey Tort Claims Act: N.J.S.A. 59:1-1, et seq., which are applicable and have not been previously cited in this Answer.

TWENTY-THIRD AFFIRMATIVE DEFENSE

In the event that any action of the defendant deprived or caused the deprivation of plaintiff's federally protected rights, or any other rights, which defendant denies, then and in that event, all such action of this defendant were taken in good faith and with a reasonable belief that such actions were lawful.

TWENTY-FOURTH AFFIRMATIVE DEFENSE

At all times mentioned in the Complaint any and all actions or omissions of the defendant relating in any way to plaintiff's alleged damages involved decisions of the defendant within an area of non-actionable governmental discretion. By virtue of the said discretion, defendant is not liable to any party herein.

TWENTY-FIFTH AFFIRMATIVE DEFENSE

At all times defendant acted in good faith and accordingly is immune from any liability to the plaintiff.

TWENTY-SIXTH AFFIRMATIVE DEFENSE

Plaintiff's civil rights were not violated.

TWENTY-SEVENTH AFFIRMATIVE DEFENSE

At all times pertinent to the allegations contained within the plaintiff's Complaint, defendant acted within the boundaries of its lawful authority.

TWENTY-EIGHTH AFFIRMATIVE DEFENSE

At all times pertinent to the allegations contained within the plaintiff's complaint, defendant acted reasonably and properly in the execution of their duties.

TWENTY-NINTH AFFIRMATIVE DEFENSE

The defendant is entitled to qualified immunity.

THIRTIETH AFFIRMATIVE DEFENSE

The defendant is entitled to absolute immunity.

THIRTY-FIRST AFFIRMATIVE DEFENSE

The defendant was acting in accordance with clearly established standards and accordingly is not liable to plaintiff.

THIRTY-SECOND AFFIRMATIVE DEFENSE

The Doctrine of *Respondeat Superior* does not apply in civil actions brought to redress deprivations of constitutionally protected rights.

THIRTY-THIRD AFFIRMATIVE DEFENSE

This action is barred by reason of the Statutory Immunity of the defendant and defendant reserves the right to move to dismiss the Complaint on that ground.

THIRTY-FOURTH AFFIRMATIVE DEFENSE

This claim is precluded or limited by reason of the Entire Controversy Doctrine.

DEMAND FOR SPECIFICATION OF DAMAGES

Answering defendant hereby demands that plaintiff specify the amount of damages sued for in the Complaint.

NOTICE PURSUANT TO RULES 1:5-1(a) and 4:17-4

PLEASE TAKE NOTICE that the undersigned attorneys do hereby demand, pursuant to the above-cited Rules of Court, that each party herein provide copies of all pleadings and answers to discovery requests served prior to the date of this answer; and that each party herein serving pleadings and interrogatories and receiving answers thereto, serve copies of all such pleadings and answered interrogatories, and all documents, papers and other materials referred to therein, received from any party, upon the undersigned attorneys, and TAKE NOTICE that this is a CONTINUING demand.

RESERVATION OF RIGHTS

Answering defendant reserves the right, at or before trial, to move to dismiss the complaint and/or for summary judgment, on the ground that the complaint fails to state a claim upon which relief can be granted and/or the answering defendant is entitled to judgment as a matter of law, based upon any or all of the above defenses.

The answering defendant reserves the right to assert any additional defenses which become known during the course of discovery and, moreover, reserve the right to assert any applicable defense asserted by parties joined heretofore or hereafter.

JURY DEMAND

The answering defendant demands a trial by jury on all issues so triable.

DESIGNATION OF TRIAL COUNSEL

Pursuant to the Rules of Court, Kevin B. Riordan, Esquire is hereby designated as trial counsel for the answering defendant.

CERTIFICATION PURSUANT TO R. 4:5-1

I certify that to the best of my knowledge, there are no other pending actions or arbitration proceedings concerning the subject of this action, and that no such other actions or arbitration proceedings are contemplated at this time. I further certify that I know of no other persons who should be joined as parties in this action at this time.

CERTIFICATION PURSUANT 4:6-1

The undersigned hereby certifies that the within Answer is being filed and served within the time allowed by Rules of the New Jersey State Courts or within the time period consented to by the parties herein.

LAW OFFICES OF KEVIN B. RIORDAN, ESQ.
Attorney for Defendant, Township of Colts Neck

By: _____

Kevin B. Riordan, Esq.

Dated: October 25, 2017