



Lisa Monbleau <lmonbleau@laceytownship.org>

Fwd: OPRA request - OPRA: police officer-involved lawsuits 2012-2019

1 message

Log # 276
Date Due 6-4

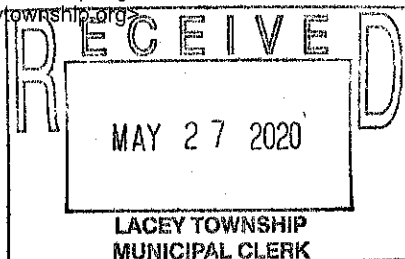
Veronica Laureigh <lanceyclerk@laceytownship.org>

To: Lisa Monbleau <lmonbleau@laceytownship.org>

Wed, May 27, 2020 at 3:18 PM

Thank you

Veronica Laureigh
Municipal Clerk/Administrator
Township of Lacey
818 Lacey Road
Forked River, NJ 08731
609-693-1100, ext. 2200
Fax: 609-693-0526
laceyclerk@laceytownship.org
www.laceytownship.org



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----- Forwarded message -----

From: Taeho Kim <opra+request-12497-ea93d91f@requests.opramachine.com>

Date: Wed, May 27, 2020 at 3:14 PM

Subject: OPRA request - OPRA: police officer-involved lawsuits 2012-2019

To: OPRA requests at Lacey Township <lanceyclerk@laceytownship.org>

Dear Lacey Township,

This is a request for public records made under OPRA and the common law right of access. I am not required to fill out an official form. Please acknowledge receipt of this message.

Records requested:

1. A list of all lawsuits and cases in which any officer of the police department was involved between 2012 and 2019. For each lawsuit/case, please provide the date (month and year) of the alleged incident at issue, whether the alleged incident was excessive force, settlement amount (if any), and final compensation amount ruled (if any).

2. Please provide copies of the complaint in any lawsuits and cases described above.

Yours faithfully,

UC Research

Clerk

Please use deliver records electronically via email to the below UNIQUE address for all replies to this request:
opra+request-12497-ea93d91f@requests.opramachine.com

Is laceyclerk@laceytownship.org the wrong address for OPRA requests to Lacey Township? If so, please contact us using this form:
https://opramachine.com/change_request/new?body=lacey_township

Disclaimer: This message and any reply that you make will be published on the internet. Our privacy and copyright policies:
<https://opramachine.com/help/officers>

View this OPRA request & responses online:

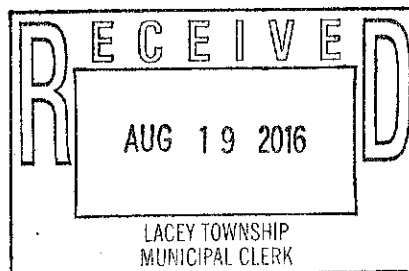
https://opramachine.com/request/opra_police_officer_involved_law_103

Please note that in some cases publication of requests and responses will be delayed.

If you find this service useful as an OPRA custodian, please ask your web manager to link to us from your organisation's website.

I emailed this
Lm
6-3-2020

ANAPOL WEISS
BY: DAVID S. SENOFF, ESQUIRE
RYAN D. HURD, ESQUIRE
NJ I.D. NOs. 049721992 / 022402007
One Logan Square
130 N. 18th Street, Suite 1600
Philadelphia, PA 19103
P: (215) 790-4581



Attorneys for Plaintiff

YVONNE YAAR-SHARKEY	:	SUPERIOR COURT OF NEW JERSEY
Individually and as Administratrix Ad	:	LAW DIVISION
Prosequendum and Administratrix of the	:	
ESTATE OF NEIL TORIAN VAN	:	<u>OCEAN COUNTY VICINAGE</u>
DE PUTTE, Deceased	:	
Plaintiff,	:	
v.	:	
ANDREW J. SLOTA;	:	DOCKET NO.: OCN-L-2163-16
LACEY TOWNSHIP POLICE	:	
DEPARTMENT;	:	CIVIL ACTION
TOWNSHIP OF LACEY, a/k/a	:	
LACEY TOWNSHIP	:	
ABC CORPORATIONS A-Z and	:	SUMMONS
JOHN DOE #1-10 (fictitious names	:	
of persons or entities whose identities are	:	
not presently unknown)	:	
Defendants.	:	

From The State of New Jersey To The Defendant(s) Named Above:

TOWNSHIP OF LACEY, A/K/A LACEY TOWNSHIP

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at <http://www.judiciary.state.nj.us/pro>

se/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.

/s/ Michelle M. Smith
Clerk of the Superior Court

Dated: August 16, 2016

Name of Defendant to Be Served: Township of Lacey, a/k/a Lacey Township
Address of Defendant to Be Served: 818 West Lacey Road
Forked River, New Jersey 08731

OCEAN COUNTY SUPERIOR COURT
OCEAN COUNTY COURTHOUSE
CIVIL LAW DIVISION
TOMS RIVER NJ 08754

COURT TELEPHONE NO. (732) 929-2016
COURT HOURS 8:30 AM - 4:30 PM

TRACK ASSIGNMENT NOTICE

DATE: AUGUST 11, 2016
RE: YARR SHARKEY VS SLOTA
DOCKET: OCN L-002163 16

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON MARK A. TRONCONE

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (732) 929-4771 EXT 4771.

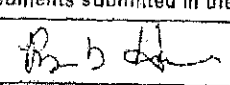
IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

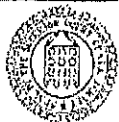
ATT: DAVID S. SENOFF
ANAPOL WRISS
1040 KINGS HIGHWAY NORTH
SUITE 304
CHERRY HILL NJ 08034-1925

JUAMS6

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS) 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 1:5-8(c)</i> , if information above the black bar is not completed or attorney's signature is not affixed		FOR USE BY CLERK'S OFFICE ONLY PAYMENT TYPE: ☐ CK ☐ CS ☐ CA CHG/CK NO. AMOUNT: OVERPAYMENT: BATCH NUMBER:
	ATTORNEY/PRO SE NAME David S. Senoff, Esquire/Ryan D. Hurd, Esquire	TELEPHONE NUMBER (215) 790-4581	COUNTY OF VENUE Ocean
	FIRM NAME (if applicable) Anapol Weiss		DOCKET NUMBER (when available) 82163-16
	OFFICE ADDRESS One Logan Square 130 N. 18th Street, Suite 1600 Philadelphia, PA 19103		DOCUMENT TYPE Complaint JURY DEMAND ☒ Yes ☐ No
NAME OF PARTY (e.g., John Doe, Plaintiff) Yvonne Yaar-Sharkey, Indiv. & Admin. Ad. Proseq. of the Estate of Neil Torian Van De Putte, Deceased		CAPTION Yvonne Yaar-Sharkey, Indiv. & Admin. Ad. Proseq. of the Estate of Neil Torian Van De Putte, Deceased v. Andrew J. Slotz; Lacey Township Police Department; Township of Lacey, a/k/a Lacey Township	
CASE TYPE NUMBER (See reverse side for listing) 603	HURRICANE SANDY RELATED? ☐ YES ☒ NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ☒ NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53A-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) ☐ 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 FILED AUG - 8 2016			
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? ☐ YES ☒ NO		IF YES, PLEASE IDENTIFY THE REQUIRED 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: 			

Side 2



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
- 176 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
- 610 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)
- 899 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 609 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 ZOMETAXAREDA | 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/GENICAR |
| 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

ANAPOL WEISS
BY: DAVID S. SENOFF, ESQUIRE
RYAN D. HURD, ESQUIRE
NJ I.D. NOs. 049721992 / 022402007
One Logan Square
130 N. 18th Street, Suite 1600
Philadelphia, PA 19103
P: (215) 790-4581

Attorneys for Plaintiff

YVONNE YAAR-SHARKEY
Individually and as Administratrix Ad
Prosequendum and Administratrix of the
ESTATE OF NEIL TORIAN VAN
DE PUTTE, Deceased
800 Washington Street
Toms River, NJ 08753

Plaintiff,

v.

ANDREW J. SLOTA
814 Center Street
Forked River, NJ 08731

LACEY TOWNSHIP POLICE
DEPARTMENT
808 Lacey Road
Forked River, NJ 08731

TOWNSHIP OF LACEY, a/k/a
LACEY TOWNSHIP
818 West Lacey Road
Forked River, NJ 08731

ABC CORPORATIONS A-Z and
JOHN DOE #1-10 (fictitious names
of persons or entities whose identities are
not presently unknown)

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION

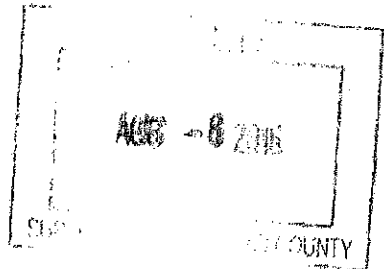
OCEAN COUNTY VICINAGE

DOCKET NO.:

CIVIL ACTION

PLAINTIFF'S COMPLAINT

2163-16



ANAPOL WEISS
BY: DAVID S. SENOFF, ESQUIRE
RYAND D. HURD, ESQUIRE
NJ L.D. NOs. 049721992 / 022402007
One Logan Square
130 N. 18th Street, Suite 1600
Philadelphia, PA 19103
P: (215) 790-4581

Attorneys for Plaintiff

YVONNE YAAR-SHARKEY	:	SUPERIOR COURT OF NEW JERSEY
Individually and as Administratrix Ad	:	LAW DIVISION
Prosequendum and Administratrix of the	:	
ESTATE OF NEIL TORIAN VAN	:	<u>OCEAN COUNTY VICINAGE</u>
DE PUTTE, Deceased	:	
Plaintiff,	:	
v.	:	
ANDREW J. SLOTA;	:	DOCKET NO.:
LACEY TOWNSHIP POLICE	:	CIVIL ACTION
DEPARTMENT;	:	
TOWNSHIP OF LACEY, a/k/a	:	
LACEY TOWNSHIP	:	
ABC CORPORATIONS A-Z and	:	PLAINTIFF'S COMPLAINT
JOHN DOE #1-10 (fictitious names	:	
of persons or entities whose identities are	:	
not presently unknown)	:	
Defendants.	:	

Plaintiff, Yvonne Yaar-Sharkey, Individually and as Administrator Ad Prosequendum and Administrator of the Estate of Neil Torian Van De Putte, Deceased, residing at 800 Washington Street, Toms River, Ocean County, New Jersey, by way of Complaint against the above captioned Defendants states:

PARTIES

1. Plaintiff, Yvonne Yaar-Sharkey, is the Administrator Ad Prosequendum and Administrator of the Estate of Neil Torian Van De Putte, and resides at 800 Washington Street, Toms River New Jersey.

2. On April 18, 2016, the Surrogate's Office of Ocean County, New Jersey appointed Plaintiff Yvonne Yaar-Sharkey as Administrator Ad Prosequendum of the Estate of Neil Torian Van De Putte, Deceased.

3. On July 1, 2016, the Surrogate's Office of Ocean County, New Jersey appointed Plaintiff Yvonne Yaar-Sharkey as Administrator of the Estate of Neil Torian Van De Putte, Deceased.

4. Defendant, Andrew J. Slota, is an adult individual who at all times relevant hereto resided at 814 Center Street, Forked River, New Jersey.

5. Defendant, Lacey Township Police Department, is a departmental entity within the Lacey Township Government, in the business of promoting public safety and law enforcement, with a principal place of business located at 808 Lacey Road, Forked River, New Jersey.

6. Defendant, Township of Lacey also known as Lacey Township, is a municipal corporation, duly incorporated under the laws of the state of New Jersey, with a principal place of business located at 818 West Lacey Road, Forked River, New Jersey.

7. At all times relevant hereto, Defendant Slota was an officer, agent and/or employee of Defendants Lacey Township and/or Lacey Township Police Department, and Defendant Slota acted within the course and scope of his employment.

8. At all times relevant hereto, Defendants Lacey Township and/or Lacey Township Police Department were responsible for the training, supervision and conduct of Defendant Slota.

9. At all times relevant hereto, Defendants Lacey Township and/or Lacey Township Police Department were responsible for implementing police regulations, rules, policies and procedures concerning police conduct, pursuits, police responses to emergency and non-emergency calls, and the use of emergency warning devices within police cruisers.

10. At all times relevant hereto, Defendant Slota was responsible for knowing and adhering to the laws of the state of New Jersey and police regulations, rules, policies and procedures concerning police conduct, pursuits, police responses to emergency and non-emergency calls, and the use of emergency warning devices within police cruisers.

11. ABC Corporations A-Z and John Doe #1-10 are unknown entities and/or persons who may have engaged in acts and omissions related to the collision and damages described herein. Plaintiff will amend this Complaint as necessary if it is ascertained that any fictitiously named ABC Corporation or John Doe Defendants was responsible for Plaintiff's damages.

12. Each Defendant is named in his/their personal and official capacities.

13. Each Defendant was properly served Tort Claim Notices pursuant to N.J.S.A. §59:8-3.

FACTS RELEVANT TO ALL COUNTS

14. Plaintiff incorporates and restates the foregoing paragraphs by reference as if the same were fully set forth herein.

15. On Sunday, July 5, 2015, at approximately 3:16 a.m., Lacey Township Police Dispatch received a call for service at Oyster Creek Nuclear Generating Station- "two males who appeared to be intoxicated were on the south bridge kicking the fence and horsing around."

16. Lacey Township Police Officer Elton Copes was dispatched to the call for service as the responding officer.

17. Lacey Township Police Officer George Rescetar was dispatched as the back up officer to the call for service.

18. Defendant Slota was not dispatched to the call for service, yet he decided to respond.

19. At approximately 3:21 a.m., July 5, 2016, Defendant Slota operated a 2006 Ford Crown Victorian police cruiser and proceeded eastbound on Lacey Road in Lacey Township, New Jersey.

20. The posted speed limit on Lacey Road is 45 miles per hour.

21. Between Manchester Road and the intersection of Lacey Road and Deerhead Lake Drive, roughly two-tenths of a mile, Defendant Slota reached a speed in excess of 80 miles per hour.

22. The police cruiser was equipped with emergency warning devices which emit audible and visual signals to warn others that law enforcement services are in the process of being delivered.

23. Defendant Slota did not activate the police cruiser's emergency lights while operating the police cruiser.

24. Defendant Slota did not activate the police cruiser's sirens while operating the police cruiser.

25. At all times relevant hereto, Defendant Slota provided no warning to a pedestrian that he was speeding and/or in response to any type of call.

26. Defendant Slota did not slow his vehicle to a speed within the posted speed limit.

27. At approximately 3:21 a.m., Neil Torian Van De Putte walked northbound and attempted to cross Lacey Road at the crosswalk of the intersection of Lacey Road and Deerhead Lake Drive.

28. As Neil occupied the crosswalk of the intersection at Lacey Road, Defendant Slota struck Neil with the police cruiser.

29. Prior to July 5, 2015, Lacey Township Police Department implemented regulations and policies and standing orders for the use of emergency warning devices which specifically applied on July 5, 2015.

30. Relevant regulations and policies includes, *inter alia*:

- a. When responding in emergency response mode, emergency signal devices may be deactivated at a distance from the scene (to be determined by the vehicle operator) so as to not alert subjects to law enforcement proximity. LTPD Policies & Procedures, Vol. 5, Ch. 7, Section I.A.5 (February 1, 2001).
- b. When emergency signal devices are deactivated, the operator of the emergency vehicle shall comply with posted speed limits, obey all traffic control devices and signals, and proceed in a manner consistent with normal traffic flow. LTPD Policies & Procedures, Vol. 5, Ch. 7, Section I.A.6 (February 1, 2001).
- c. Audible and/or visible warning devices shall be used to make adequate notice of intent to stop a motor vehicle and to provide a safe environment for the vehicle operator, officer, and public. LTPD Policies & Procedures, Vol. 5, Ch. 7, Section I.B.1 (February 1, 2001).
- d. For Code 1 (non-priority response) and Code 2 (routine response), officers are required to obey all motor vehicle laws. LTPD Policies & Procedures, Vol. 4, Ch.20, Sections III, A and B (August 15, 2013).
- e. For Code 3 (emergency response) calls, emergency lights and audible devices shall be utilized unless tactically inappropriate. If the tactical decision to deactivate emergency warning devices has been made, it is incumbent upon the vehicle operator to slow down sufficiently to comply with the posted speed limit and otherwise obey all traffic laws. LTPD Policies & Procedures, Vol. 4, Ch.20, Sections III, C (August 15, 2013).

31. Prior to July 5, 2015, Lacey Township Police Department implemented regulations and policies and standing orders concerning supervisory responsibilities in the dispatch of officers to a call which specifically applied on July 5, 2015.

32. Relevant regulations and policies included, *inter alia*:

- a. The supervisor/senior officer shall monitor the response and incident until it has stabilized or terminated, and assert control by directing specific units into or out of the response if necessary. LTPD Policies & Procedures, Vol. 5, Ch. 7, Section II.C.1 (February 1, 2001).
- b. Upon being notified that an emergency response has been initiated, the supervisor/senior officer shall verify the following:
 - a) Proper response information has been relayed.
 - b) No more than the required or necessary units are involved in the response. LTPD Policies & Procedures, Vol. 5, Ch. 7, Section II.C.2 (February 1, 2001).

33. As a result of the Defendants' recklessness, negligence, willful misconduct, and intentional disregard and violation of police regulations, policies, procedures and standing orders, Neil Torian Van De Putte was fatally injured when Defendant Slota struck him with the Defendants' police cruiser.

- 34. Defendants' conduct was neither objectively or subjectively reasonable.
- 35. Defendants' conduct was reckless.

SPECIFIC ACTS OF DEFENDANTS' RECKLESSNESS

36. The devastating losses, injuries and damages sustained by Plaintiff, as set forth herein, were the direct and proximate result of the reckless conduct of Defendants and/or Defendants' officers, agents and/or employees, who were reckless and engaged in willful misconduct and intentional disregard of policies and procedures in the following manner:

- a. Intentionally failing to activate any emergency warning devices on the police cruiser;
- b. Intentionally failing to activate the emergency lights and sirens on the police cruiser;
- c. Operating the police cruiser in excess of 80 miles per hour, on a road with a posted speed limit of 45 miles per hour;

- d. Operating the police cruiser in excess of 80 miles per hour, with no active emergency lights or sirens, on a road with a posted speed limit of 45 miles per hour;
- e. Willfully and knowingly approaching and entering an intersection, with a pedestrian crosswalk, in excess of 80 miles per hour, with no active emergency lights or sirens, on a road with a posted speed limit of 45 miles per hour;
- f. Willfully, knowingly, intentionally and recklessly disregarding the specific police procedures, policies, regulations and standing orders which required the use of emergency warning devices, including lights and sirens, while in response to a call;
- g. Willfully, knowingly, intentionally and recklessly disregarding police procedures, policies, regulations and standing orders which required all police officers to comply with posted speed limits and proceed in a manner consistent with normal traffic flow when the emergency warning devices were not activated;
- h. Willfully, knowingly, intentionally and recklessly disregarding police procedures, policies, regulations and standing orders governing the number of police officers dispatched to a call and manner of dispatch;
- i. Willfully, knowingly, intentionally and recklessly disregarding police procedures, policies, regulations and standing orders governing the supervising/senior officer's responsibilities during the dispatch of officers and response to a call;
- j. Failing to maintain an assured clear distance;
- k. Failing to properly and adequately operate the police cruiser at a reasonable and non-reckless speed under the conditions there and then existing;
- l. Departing from the designated travel lane when it was unsafe to do so;
- m. Failing to properly and adequately observe weather conditions, traffic conditions, controls, signals and pedestrians, and to operate the vehicle in a safe manner consistent with those conditions;

- n. Failing to observe and yield to pedestrians;
- o. Failing to be observant and aware of Defendant's surroundings;
- p. Failing to maintain control over the vehicle;
- q. Failing to bring said vehicle to a controlled stop;
- r. Failing to take proper action to avoid the collision;
- s. Failing to use due care for the safety of pedestrians, under the circumstances;
- t. Failing to inspect Defendant's police cruiser for defective and dangerous conditions such as unsafe braking and lighting and audio components and systems;
- u. Failing to maintain Defendant's motor vehicle in a safe manner, free from malfunctions, defects and dangerous conditions;
- v. Failing to properly and adequately entrust said motor vehicle to individuals who operate motor vehicles in a careful and non-reckless manner;
- w. Failing to properly and adequately hire and train individuals to operate motor vehicles in a careful and non-reckless manner;
- x. Failing to properly and adequately hire and train individuals to follow the laws, and police department policies, procedures and regulations, including *inter alia* regulations regarding use of emergency warning devices in the police cruiser;
- y. Failing to properly and adequately hire and train individuals to follow the laws, policies and regulations of the police department regarding responding to dispatched calls;
- z. Negligence per se.

37. As a direct and proximate result of Defendants' recklessness, negligence, willful misconduct, and intentional disregard and violation of police regulations, policies, procedures and standing orders, Plaintiff suffered the catastrophic damages and injuries as described herein.

COUNT I
WRONGFUL DEATH ACTION AGAINST ALL DEFENDANTS

38. Plaintiff incorporates and restates the foregoing paragraphs by reference as if the same were fully set forth herein.

39. As a direct and proximate result of Defendants' recklessness, negligence, willful misconduct, and intentional disregard and violation of police regulations, policies, procedures and standing orders, Plaintiff's Decedent Neil Torian Van De Putte suffered catastrophic internal and external injuries which led to his death on July 5, 2015.

40. Decedent Neil Torian Van De Putte was survived by his mother Yvonne Yaar-Sharkey, step-father, biological father, and sister, who by reason of the Defendants' recklessness, negligence, willful misconduct, and intentional disregard and violation of police regulations, policies, procedures and standing orders and by reason of the wrongful death of Neil, have suffered and will continue to suffer pecuniary losses and damages, including Neil's earnings, future earnings, medical costs and funeral expenses.

41. As a direct and proximate result of Defendants' recklessness, negligence, willful misconduct, and intentional disregard and violation of police regulations, policies, procedures and standing orders, Plaintiff Yvonne Yaar-Sharkey and Neil's aforementioned family suffered and will continue to suffer the loss of Neil's prospective services, including the loss of advice, guidance, counsel, and companionship.

42. As Administrator Ad Prosequendum and Administrator of the Estate of Neil Torian Van De Putte, Deceased, Plaintiff brings this Wrongful Death action pursuant to N.J.S.A. 2A:31-1 et. seq. to recover all damages allowable under the statute and laws of the State of New Jersey.

WHEREFORE, Plaintiff, Yvonne Yaar-Sharkey, Administrator Ad Prosequendum and Administrator of the Estate of Neil Torian Van De Putte, Deceased, demands judgment against

Defendants, Andrew J. Slota, Lacey Township Police Department, Lacey Township, ABC Corporations A-Z and John Doe #1-10, jointly and/or severally, for reasonable, adequate and proper compensation in accordance with the laws of the State of New Jersey, together with interest and costs.

COUNT II
SURVIVORSHIP ACTION AGAINST ALL DEFENDANTS

43. Plaintiff incorporates and restates the foregoing paragraphs by reference as if the same were fully set forth herein.

44. As a direct and proximate result of Defendants' recklessness, negligence, willful misconduct, and intentional disregard and violation of police regulations, policies, procedures and standing orders, Plaintiff's Decedent Neil Torian Van De Putte suffered internal injuries which caused pain and suffering to Neil from the time of the collision until the time of his death.

45. As a direct and proximate result of Defendants' recklessness, negligence, willful misconduct, and intentional disregard and violation of police regulations, policies, procedures and standing orders, Plaintiff's Decedent Neil Torian Van De Putte suffered pre-impact fear and anguish and anticipation of impending injury and death.

46. As a direct and proximate result of Defendants' recklessness, negligence, willful misconduct, and intentional disregard and violation of police regulations, policies, procedures and standing orders, Plaintiff's Decedent Neil Torian Van De Putte suffered agonizing and excruciating mental and physical pain and suffering.

47. As a direct and proximate result of Defendants' recklessness, negligence, willful misconduct, and intentional disregard and violation of police regulations, policies, procedures and standing orders, the Plaintiff's Decedent Neil Torian Van De Putte sustained injuries that have met the provisions of the Automobile Insurance Cost Reduction Act.

48. As Administrator Ad Prosequendum and Administrator of the Estate of Neil Torian Van De Putte, Deceased, Plaintiff brings this action pursuant to the Survivorship Statute of the State of New Jersey, N.J.S.A. 2A:15-3 et. seq., for all injuries and damages for which the Decedent Neil Torian Van De Putte could pursue recovery of had he survived, including the aforementioned fear, anguish, suffering and hedonic damages.

49. This action is commenced within two years of the happening of the death of Decedent, Neil Torian Van De Putte.

50. Defendants' recklessness, negligence, willful misconduct, and intentional disregard and violation of police regulations, policies, procedures and standing orders was wanton and with actual and imputed knowledge of the high degree of probable harm that their acts and failures would cause to others, including Neil Torian Van De Putte and Plaintiff, such that Defendants' reckless and willful acts and failures should be assessed with punitive and exemplary damages.

WHEREFORE, Plaintiff, Yvonne Yaar-Sharkey, Administrator Ad Prosequendum and Adminisrator of the Estate of Neil Torian Van De Putte, Deceased, demands judgment against Defendants, Andrew J. Slota, Lacey Township Police Department, Lacey Township, ABC Corporations A-Z and John Doe #1-10, jointly and/or severally, for reasonable, adequate and proper compensation in accordance with the laws of the State of New Jersey, together with interest and costs and punitive damages.

COUNT III
AGAINST ALL DEFENDANTS

51. Plaintiff incorporates and restates the foregoing paragraphs by reference as if the same were fully set forth herein.

52. As a direct and proximate result of Defendants' recklessness, negligence, willful misconduct, and intentional disregard and violation of police regulations, policies, procedures and standing orders, Plaintiff Yvonne Yaar-Sharkey, individually and as Administrator Ad Prosequendum and Administrator of the Estate of Neil Torian Van De Putte, brings these actions for her injuries, damages, and losses and for the survivorship and wrongful death claims for the Estate of Neil Torian Van De Putte.

WHEREFORE, Plaintiff, Yvonne Yaar-Sharkey, Administrator Ad Prosequendum and Administrator of the Estate of Neil Torian Van De Putte, Deceased, demands judgment against Defendants, Andrew J. Slota, Lacey Township Police Department, Lacey Township, ABC Corporations A-Z and John Doe #1-10, jointly and/or severally, for reasonable, adequate and proper compensation in accordance with the laws of the State of New Jersey, together with interest and costs.

JURY DEMAND

Plaintiff demands Trial by jury.

DEMAND FOR INTERROGATORIES

Demand is hereby made that Defendants answer Form C and C(1) interrogatories contained in the New Jersey Court Rules.

DEMAND FOR INSURANCE COVERAGE

Pursuant to Rule 4:10-2, you are hereby requested to disclose to the undersigned the limits of all insurance policies, insuring Defendants against liability for the reckless conduct for which this action was instituted, including but not limited to primary policies and excess/umbrella policies, and policies of any other related business or municipal entities under Defendants' control.

CERTIFICATION OF NO OTHER ACTIONS

1. The matter in controversy is not the subject of any other action pending in any court or the subject of a pending arbitration proceeding. No other action or arbitration proceeding is contemplated.
2. Upon information and belief, there is no other party who should be joined in this action as of the present time.

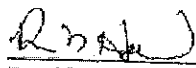
NOTICE OF TRIAL COUNSEL

PLEASE BE NOTIFIED that pursuant to Rule 4:25-4, Ryan D. Hurd, Esquire, is hereby designated as trial counsel in the above captioned litigation on behalf of the law firm of Anapol Weiss.

Respectfully submitted:

ANAPOL WEISS

By:



David S. Senoff, Esquire
Ryan D. Hurd, Esquire
Attorney for Plaintiff

Date: August 5, 2016

RELEASE AND SETTLEMENT AGREEMENT

This Release, dated December 7, 2018, is given

BY the Releasor(s) **YVONNE YAAR-SHARKEY**, individually and as Administratrix Ad Prosequendum and Administratrix of the ESTATE of **NEIL TORIAN VAN DE PUTTE**, deceased

referred to as "I",

TO: **LACEY TOWNSHIP, THE LACEY TOWNSHIP POLICE DEPARTMENT, AND ANDREW SLOTA**

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 arising out of Federal or State law, including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything and everything which has happened up to now, and to future claims as described below. I specifically release all claims for personal injuries, both physical and emotional, and any and all other losses and/or damages, including punitive damages, and any and all claims that could be asserted in the future, allegedly arising from acts or omissions by **LACEY TOWNSHIP, THE LACEY TOWNSHIP POLICE DEPARTMENT, AND ANDREW SLOTA**, and/or their agents and/or employees, for the event occurring on July 5, 2015, which is the subject of a lawsuit entitled **YVONNE YAAR-SHARKEY, individually and as Administratrix Ad Prosequendum and Administratrix of the ESTATE of NEIL TORIAN VAN DE PUTTE, deceased v. LACEY TOWNSHIP, THE LACEY TOWNSHIP POLICE DEPARTMENT, AND ANDREW SLOTA, Docket No.: OCN-L-2163-16.**

I further understand and agree that by executing this Release and accepting the money paid by you, or on your behalf, 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 **LACEY TOWNSHIP, THE LACEY TOWNSHIP POLICE DEPARTMENT, AND ANDREW SLOTA**, 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 **YVONNE YAAR-SHARKEY, individually and as Administratrix Ad Prosequendum and Administratrix of the ESTATE of NEIL TORIAN VAN DE PUTTE**, the deceased'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 on the part of any of the named defendants 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 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.

For the consideration of One Dollar (\$1.00) of the settlement total, the undersigned hereby acknowledges that this settlement includes an agreement by the parties to keep confidential the facts, terms, and conditions of this Release and settlement, including all terms and provisions thereof. The undersigned further agrees and acknowledges that this settlement is a confidential matter and that he/she will not disclose the same, except to a spouse, attorney, tax advisor, or pursuant to a court order. The undersigned acknowledges that the defendants, if requested, pursuant to the Open Public Records Act or pursuant to the common law of the State of New Jersey, will be obligated to release certain information concerning this settlement. Any such release by the defendants shall not constitute a waiver of my obligation to keep this settlement confidential.

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 5, 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 or 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 behalf of YVONNE YAAR-SHARKEY, individually and as Administratrix Ad Prosequendum and Administratrix of the ESTATE of NEIL TORIAN VAN DE PUTTE 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 accident.

4. Attorney's Fees. Each party shall bear responsibility for his or her own attorney's fees and costs arising from this action and in connection with the Complaint and the subsequent litigation and any appeal. 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 \$1,000,000.00 (ONE MILLION DOLLARS) in full payment for making this Release, on behalf of the defendants, LACEY TOWNSHIP, THE LACEY TOWNSHIP POLICE DEPARTMENT, AND ANDREW SLOTA. I agree that I will not seek anything further, including any other payment, from you and/or your agents and employees.

6. Who is Bound. I am bound by this Release, individually, and as Administratrix Ad Prosequendum and Administratrix of the ESTATE of NEIL TORIAN VAN DE PUTTE; my heirs and assigns are also 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, individually, and/or anyone else who succeeds either to my rights and responsibilities or to the Estate's 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 agents and employees.

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 not 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.

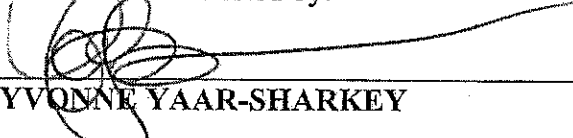
9. Governing Law. This Release shall be construed and interpreted in accordance with the laws of the State of New Jersey.

The Defendants make no representation regarding the federal or state tax consequences of the payment referred to above and shall not be responsible for any tax liability, interest or penalty incurred by YVONNE YAAR-SHARKEY, individually and as Administratrix Ad Prosequendum and Administratrix of the ESTATE of NEIL TORIAN VAN DE PUTTE, which in any way arises out of or is related to this payment. YVONNE YAAR-SHARKEY, individually and as Administratrix Ad Prosequendum and Administratrix of the ESTATE of NEIL TORIAN VAN DE PUTTE, agrees to pay any amount that may be determined to be due and owing as taxes, interest and penalties arising out of the payments referred to in Paragraph 2 should it be determined that all or part of such payments constitute gross income to YVONNE YAAR-SHARKEY, individually and as Administratrix Ad Prosequendum and Administratrix of the ESTATE of NEIL TORIAN VAN DE PUTTE, within the meaning of the Internal Revenue Code of 1986, as amended, or under any other federal, state or local statute or ordinance. YVONNE YAAR-SHARKEY, individually and as Administratrix Ad Prosequendum and Administratrix of the ESTATE of NEIL TORIAN VAN DE PUTTE, further agrees to (1) hold harmless the Defendants against, and to indemnify the Defendants for, any and all losses and damages arising from claims by the Internal Revenue Service ("IRS"), or any other taxing authority or other governmental agency (whether federal, state or local), which may be made against the Defendants arising out of or relating to the Defendants' failure to withhold any portion of the payment to YVONNE YAAR-SHARKEY, individually and as Administratrix Ad Prosequendum and Administratrix of the ESTATE of NEIL TORIAN VAN DE PUTTE, for income or social security tax purposes, or for any other purpose, and (ii) reimburse the Defendants for any resulting payments, including without limitation, all penalties and interest payable to the IRS, or any other taxing authority or governmental agency, except for the Defendants' portion of standard payroll and related taxes. The parties further agree that the Defendants will give YVONNE YAAR-SHARKEY, individually and as Administratrix Ad Prosequendum and Administratrix of the ESTATE of NEIL TORIAN VAN DE PUTTE's counsel notice of any such claim and YVONNE YAAR-SHARKEY, individually and as Administratrix Ad Prosequendum and Administratrix of the ESTATE of NEIL TORIAN VAN DE PUTTE, will cooperate with the Defendants in the defense of such claim. In any action commenced against YVONNE YAAR-SHARKEY, individually and as Administratrix Ad Prosequendum and Administratrix of the ESTATE of NEIL TORIAN VAN DE PUTTE, to enforce the provisions of this paragraph, the Defendants shall be entitled to recover their attorneys' fees, costs, disbursements, and the like incurred in prosecuting the action.

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

Witnessed or Attested by:



YVONNE YAAR-SHARKEY

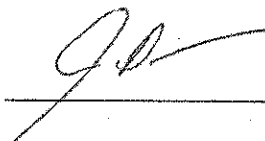
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Date

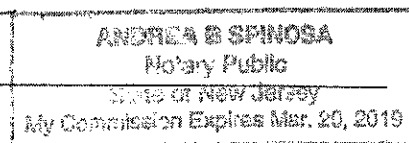
STATE OF NEW JERSEY, COUNTY OF

SS:

I CERTIFY that on Dec 7th, 2018, YVONNE YAAR-SHARKEY, personally came before me and acknowledged under oath, to my satisfaction, that this person:

- (a) is named in and personally signed this document; and
- (b) signed, sealed, and delivered this document as her act and deed.





Prepared by:

MICHAEL J. McKENNA, ESQ.