

LAW OFFICES OF KARIM ARZADI

Karim Arzadi, Esq.-Attorney ID#: 012581987
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Attorney for Plaintiff

OLVIN BURGOS-RIVERA, AN INFANT
BY HIS G/A/L ZUL A. RIVERA-CRUZ
and ZUL A. RIVERA-CRUZ,
INDIVIDUALLY

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MIDDLESEX COUNTY

Plaintiff,

DOCKET NO.:

vs.

Civil Action

BRIGHT BEGINNINGS LEARNING
CENTER, MIDDLESEX REGIONAL
EDUCATIONAL SERVICES COMMISSION,
BOROUGH OF CARTERET BOARD OF
EDUCATION, BOROUGH OF CARTERET,
COUNTY OF MIDDLESEX, STATE
OF NEW JERSEY, PHYSICAL
THERAPIST 1-10 (fictitious
names), NURSE 1-10 (fictitious
names), JOHN DOES
1-10 (fictitious
names), JANE ROES 1-10
(fictitious names), XYZ CORPS.
1-10 (fictitious names),

COMPLAINT, JURY DEMAND,
CERTIFICATION AND DESIGNATION
OF TRIAL COUNSEL

Defendants.

Plaintiffs, Olvin Burgos-Rivera, an Infant by his G/A/L Zul A. Rivera-Cruz, and Zul A. Rivera-Cruz, Individually, residing at 2887 Berkshire Circle, in the City of Kissimmee, County of Osceola, and State of Florida, by way of Complaint against the Defendants, says:

FIRST COUNT

1. On or about January 11, 2008, the infant Plaintiff, Olvin Burgos-Rivera, was lawfully on the premises owned, operated and controlled by the Defendants, Bright Beginnings Learning Center,

Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, located at 1660 Stelton Road, Borough of Carteret, County of Middlesex, State of New Jersey.

3. Defendant, Bright Beginnings Learning Center, is, and at all times mentioned in this Complaint was, operated by Middlesex Regional Education Services Commission, providing remedial and auxiliary services to public school districts, organized and existing under the laws of the State of New Jersey.

4. At all times mentioned in this Complaint, infant Plaintiff, Olvin Burgos-Rivera, was a duly admitted pupil attending Bright Beginnings Learning Center, a school situated within Defendant's, Borough of Carteret's, district and managed, operated and controlled by defendant through its Board of Education and the Middlesex Regional Educational Services Commission.

5. At all times mentioned in this Complaint, Defendant, Physical Therapist 1-10 (fictitious names), Nurse 1-10 (fictitious names), was a duly admitted agent/ employee, of Defendants, Bright Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, responsible for the safety, training, and instruction of students attending Bright Beginnings Learning Center, whom caused unreasonable risk of harm to the infant Plaintiff, Olvin Burgos-Rivera. The defendants, Bright Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, through their agents and/or employees had, at all times mentioned in this

Complaint, the authority, power and grounds to suspend, expel, segregate or otherwise deal with Defendant, Physical Therapist 1-10 (fictitious names), Nurse 1-10 (fictitious names), so as to prevent injury to the Plaintiff.

6. Defendant, Physical Therapist 1-10 (fictitious names), Nurse 1-10 (fictitious names), without provocation from the infant Plaintiff, repeatedly abused Plaintiff during the school day, and during school activities. The agents and/or employees of Defendants, Bright Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, were responsible for the safety of students attending Bright Beginnings Learning Center, and should have took action to curtail such conduct. Such agents and/or employees knew or should have known that Defendants, Physical Therapist 1-10 (fictitious names), Nurse 1-10 (fictitious names), represented an unusual and specific threat to Plaintiff's safety at school.

7. On or about January 11, 2008, without provocation from Plaintiff, Defendant, Physical Therapist 1-10 (fictitious names), violently assaulted and battered Plaintiff while attending a physical therapy session at defendant's, Bright Beginnings Learning Center, causing a non-displaced fracture of the femur.

8. As a proximate consequence of such injuries, the infant Plaintiff, Olvin Burgos-Rivera, has suffered general damages all to Plaintiff's detriment.

9. As a proximate consequence of such injuries, the infant Plaintiff, Olvin Burgos-Rivera, has been, and will in the future continue to be, required to employ physicians and surgeons in the treatment of

such injuries and has incurred expenses for such treatment, and will continue for an indefinite time in the future to incur expenses for additional treatment.

WHEREFORE, Plaintiffs demands judgment against Defendants, Bright Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, Physical Therapist 1-10 (fictitious names), Nurse 1-10 (fictitious names) for damages, together with interest, attorney's fees and costs of suit, and such other relief as the Court may deem just and proper.

SECOND COUNT

1. The infant Plaintiff, Olvin Burgos-Rivera, repeats the allegations contained in the First Count and makes same a part hereof as though more fully set forth at length herein.

2. At all times referred to herein, the Defendants, Bright Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, and/or JOHN DOES 1-10 (fictitious names), Jane Roes 1-10 (fictitious names), and/or XYZ CORPS. 1-10 (fictitious names), did own and operate an educational institution, open to the general public, and were responsible for the safety and care of persons on the property therein, located at 1660 Stelton Road, in the Borough of Carteret, County of Middlesex, State of New Jersey known as the " Learning Center".

3. It was the duty of the Defendants, Bright Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex,

State of New Jersey, Physical Therapists 1-10 (fictitious names), Nurse 1-10 (fictitious names), John Does 1-10 (fictitious names), Jane Roes 1-10 (fictitious names), XYZ Corps. 1-10 (fictitious names) to exercise due care for the safety of the infant Plaintiff while on the premises.

4. At the aforesaid time and place, the infant Plaintiff was intentionally, willfully, negligently and wantonly assaulted and battered by Physical Therapist 1-10 (fictitious names), Nurse 1-10 (fictitious names), who was/were under the supervision and control of the Defendants, Bright Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, John Does 1-10 (fictitious names), Jane Roes 1-10 (fictitious names), XYZ Corps. 1-10 (fictitious names) to whom the infant Plaintiff had not given any just provocation or offense.

5. As a result of said assault and battery, the infant Plaintiff, Olvin Burgos-Rivera, has sustained severe and permanent injuries as well as fright and shock, great pain, mental anguish and sustained other and further injuries and damages.

6. The assault on the infant Plaintiff, Olvin Burgos-Rivera, by Physical Therapist 1-10 (fictitious names), Nurse 1-10 (fictitious names), under the supervision of Defendants, Bright Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, John Does 1-10 (fictitious names), Jane Roes 1-10 (fictitious names), XYZ Corps. 1-10 (fictitious names) was unprovoked by the infant Plaintiff and was made with malice and with intent on the

part of Physical Therapist 1-10 (fictitious names), Nurse 1-10 (fictitious names) to severely injure the infant Plaintiff.

WHEREFORE, the infant Plaintiff, Olvin Burgos-Rivera, demands judgment against the Defendants, Bright Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, Physical Therapist 1-10 (fictitious names), Nurse 1-10 (fictitious names), John Does 1-10 (fictitious names), Jane Roes 1-10 (fictitious names), XYZ Corps. 1-10 (fictitious names) individually, jointly, severally or in the alternative for damages, together with interest and costs of this suit.

THIRD COUNT

1. The infant Plaintiff, Olvin Burgos-Rivera, repeats the allegations contained in the First and Second Counts and makes same a part hereof as though more fully set forth at length herein.

2. The Defendants, Physical Therapist 1-10 (fictitious names), Nurse 1-10 (fictitious names), John Does 1-10 (fictitious names), Jane Roes 1-10 (fictitious names), XYZ Corps. 1-10 (fictitious names), are fictitious names intended to identify all parties which are presently unknown to the infant Plaintiff, who together with the named Defendants caused or contributed to the infant Plaintiff's injuries.

3. As a direct and proximate result of the negligence of the Defendants aforesaid, the infant Plaintiff, Olvin Burgos-Rivera, was assaulted, and as a result thereof, was seriously and permanently injured and said plaintiff suffered, still suffers and will continue to suffer from great physical pain and mental anguish, was obligated, is and will continue to be obligated to expend large sums of money for medical and

other care of his injuries, was prevented, is and will in the future be prevented from pursuing his usual course of conduct and employment and will in the future be caused great pain, suffering and anguish of mind and body all to her great loss and damage.

WHEREFORE, the infant Plaintiff, Olvin Burgos-Rivera, demands judgment against the Defendants named in this Count, individually, jointly, severally or in the alternative for damages, together with interest and costs of this suit.

FOURTH COUNT

1. The infant Plaintiff, Olvin Burgos-Rivera, repeats the allegations contained in the First, Second, and Third Counts and makes same a part hereof as though more fully set forth at length herein.

2. At all times referred to herein, the Defendants were insured under a liability insurance policy issued to the Defendants Bright Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, Physical Therapist 1-10 (fictitious names), Nurse 1-10 (fictitious names), John Does 1-10 (fictitious names), Jane Roes 1-10 (fictitious names), XYZ Corps. 1-10 (fictitious names).

3. As a result of the negligence of the aforesaid Defendants, the infant Plaintiff, Olvin Burgos-Rivera, has sustained medical expenses and will in the future continue to sustain medical expenses, which the named Defendants are liable for payment.

WHEREFORE, the infant Plaintiff, Olvin Burgos-Rivera, demands judgment against the Defendants, Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of

Education, Borough of Carteret, County of Middlesex, State of New Jersey, Physical Therapist 1-10 (fictitious names), Nurse 1-10 (fictitious names), John Does 1-10 (fictitious names), Jane Roes 1-10 (fictitious names), XYZ Corps. 1-10 (fictitious names), for payment of medical expenses.

FIFTH COUNT

1. The infant Plaintiff, Olvin Burgos-Rivera, repeats the allegations contained in the First, Second, Third, and Fourth Counts and makes same a part hereof as though more fully set forth at length herein.

2. Upon information and belief, on or about January 11, 2008, the infant Plaintiff, Olvin Burgos-Rivera, was negligently assaulted by Physical Therapist 1-10 (fictitious names), Nurse 1-10 (fictitious names), JOHN DOES 1-10 (fictitious names), JANE ROES 1-10 (fictitious names), an employee and/or agent of the Defendants, Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, John Does 1-10 (fictitious names), Jane Roes 1-10 (fictitious names), XYZ Corps. 1-10 (fictitious names), to whom the Plaintiff had not given any just provocation or offense.

3. As a direct and proximate result of the negligence of the Defendants aforesaid, the infant Plaintiff, Olvin Burgos-Rivera, was assaulted, and as a result thereof, was seriously and permanently injured and said infant plaintiff suffered, still suffers and will continue to suffer from great physical pain and mental anguish, was obligated, is and will continue to be obligated to expend large sums of money for medical and other care of her injuries; was prevented, is and will in the future be prevented from pursuing his usual course of conduct and employment and

will in the future be caused great pain, suffering and anguish of mind and body all to his great loss and damage.

WHEREFORE, infant Plaintiff, Olvin Burgos-Rivera, demands judgment against the Defendants, Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, Physical Therapist 1-10 (fictitious names), Nurse 1-10 (fictitious names), John Does 1-10 (fictitious names), Jane Roes 1-10 (fictitious names), XYZ Corps. 1-10 (fictitious names), individually, jointly, severally or in the alternative for damages, together with interest and costs of this suit.

SIXTH COUNT

1. The Plaintiff, Zul A. Rivera-Cruz, repeats the allegations contained in the First, Second, Third, Fourth, and Fifth Counts of the Complaint and makes same a part hereof as though more fully set forth at length herein.

2. The Plaintiff, Zul A. Rivera-Cruz, is the mother of the infant plaintiff, Olvin Burgos-Rivera.

3. As a direct and proximate result of the negligence of the aforesaid Defendants, or either of them, the Plaintiff, Zul A. Rivera-Cruz has lost the companionship and society of her infant child and has been caused therefore to sustain damages.

WHEREFORE, the Plaintiff, Zul A. Rivera-Cruz, demands judgment against the Defendants, Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, Physical Therapist 1-10 (fictitious names), Nurse 1-10 (

fictitious names), John Does 1-10 (fictitious names), Jane Roes 1-10 (fictitious names), XYZ Corps. 1-10 (fictitious names), either jointly, severally or in the alternative, for damages, together with interest and costs of this suit.

SEVENTH COUNT

1. The infant Plaintiff, Olvin Burgos-Rivera, repeats the allegations contained in the First, Second, Third, Fourth, Fifth, and Sixth Counts and makes same a part hereof as though more fully set forth at length herein.

2. On or about January 11, 2008, the infant Plaintiff, Olvin Burgos-Rivera, was lawfully on the premises located at 1660 Stelton Road, in the Borough of Carteret, County of Middlesex, and State of New Jersey.

3. At all times referred to hereinafter and prior thereto, the Defendants, Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, owned, leased, rented, operated, supervised, maintained, controlled, managed, secured, repaired, cleaned and/or cared for said premises, together with its interior/exterior sidewalk, curb area, ramps, interior hallways, ingress/egress, walkways, passageways and appurtenances thereto, in such a negligent, careless, and reckless manner as to cause the infant Plaintiff, Olvin Burgos-Rivera, to be injured thereon.

4. As a direct and proximate result of the aforesaid negligence of the Defendants, Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, the infant

Plaintiff, Olvin Burgos-Rivera, sustained diverse injuries, great pain and suffering, has incurred and will continue in the future to incur extensive medical expenses, permanent injuries, suffered physical and emotional injuries of both a temporary and permanent nature, suffered considerable pain and anguish, loss of wages, other special damages, as well as various consequential damages and otherwise incapacitated from attending his usual duties.

WHEREFORE, the infant Plaintiff, Olvin Burgos-Rivera, demands judgment against the Defendants, Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, for damages, together with interest and costs of this suit.

EIGHTH COUNT

1. The infant Plaintiff, Olvin Burgos-Rivera, repeats the allegations contained in the First, Second, Third, Fourth, Fifth, Sixth, and Seventh Counts and makes same a part hereof as though more fully set forth at length herein.

2. At the time and place aforesaid, the Defendants, Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, through its agents, servants and/or employees, did so negligently and carelessly own, lease, rent, operate, control, maintain, manage, supervise, clean, repair, inspect and care for the aforementioned premises, so as to create a nuisance.

3. As a direct and proximate result thereof, the infant Plaintiff, Olvin Burgos-Rivera, was caused to be injured.

WHEREFORE, the infant Plaintiff, Olvin Burgos-Rivera, demands judgment against the Defendants, Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, for damages, together with interest and costs of this suit.

NINTH COUNT

1. The infant Plaintiff, Olvin Burgos-Rivera, repeats the allegations contained in the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth Counts of this Complaint and makes same a part hereof as though more fully set forth at length herein.

2. At the time and place aforesaid, Defendants, Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, did negligently create a hazard over which it had actual and/or constructive notice, which caused the infant Plaintiff to sustain severe and permanent injury.

3. As a direct and proximate consequence of the negligence of the defendants, Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, the infant Plaintiff, Olvin Burgos-Rivera, sustained severe physical, mental and permanent injury and other diverse damages.

WHEREFORE, the infant Plaintiff, Olvin Burgos-Rivera, demands judgment against the Defendants, Beginnings Learning Center, Middlesex Regional Educational Services Commission, Borough of Carteret Board of Education, Borough of Carteret, County of Middlesex, State of New Jersey, for damages, together with interest and costs of this suit.

TENTH COUNT

1. The infant Plaintiff, Olvin Burgos-Rivera, repeats the allegations contained in the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth Counts and makes same a part hereof as though more fully set forth at length herein.

2. The Defendants, JOHN DOES 1-10 (fictitious names), JANE ROES 1-10 (fictitious names) and XYZ CORPS. 1-10 (fictitious names) are fictitious names intended to identify all parties, including individuals, corporations and/or other entities whose identities are presently unknown to the infant Plaintiff, who together with the named Defendants were responsible for the ownership, leasing, renting, cleaning, supervision, operation, control, repair, management, construction, maintenance and/or care of the premises where the aforesaid accident occurred or who in any way caused to contributed to Plaintiff's injuries.

3. As a direct and proximate result of the negligence of the Defendants aforesaid, the infant Plaintiff, Olvin Burgos-Rivera, suffered diverse injuries, great pain and suffering, has incurred and will continue in the future to incur extensive medical expenses, permanent injuries, suffered physical and emotional injuries of both a temporary and permanent nature, suffered considerable pain and anguish, loss of wages, other special damages, as well as various consequential damages and was otherwise incapacitated from attending his usual duties.

WHEREFORE, the infant Plaintiff, Olvin Burgos-Rivera, demands judgment against the Defendants named in this Count, individually, jointly, severally or in the alternative, together with interest and costs of this suit.

ELEVENTH COUNT

1. The infant Plaintiff, Olvin Burgos-Rivera, repeats the allegations contained in the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth and Tenth Counts and makes same a part hereof as though more fully set forth at length herein.

2. At the time and place aforesaid, the Defendants, JOHN DOES 1-10 (fictitious names), JANE ROES 1-10 (fictitious names) and/or XYZ CORPS. 1-10 (fictitious names), through their agents and/or servants or employees, did so negligently and carelessly own, operate, control, maintain, supervise, clean, repair, inspect and care for said aforementioned premises, so as to create a nuisance.

3. As a direct and proximate result thereof, the infant Plaintiff, Olvin Burgos-Rivera, was caused to be injured.

WHEREFORE, the infant Plaintiff, Olvin Burgos-Rivera, demands judgment against the Defendants, JOHN DOES 1-10 (fictitious names), JANE ROES 1-10 (fictitious names) and/or XYZ CORPS. 1-10 (fictitious names), severally or in the alternative, together with interest and costs of this suit.

TWELFTH COUNT

1. The infant Plaintiff, Olvin Burgos-Rivera, repeats the allegations contained in the First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth, and Eleventh Counts of this Complaint and makes same a part hereof as though more fully set forth at length herein.

2. At the time and place aforesaid, Defendants, JOHN DOES 1-10 (fictitious names), JANE ROES 1-10 (fictitious names) and/or XYZ CORPS. 1-10 (fictitious names), did negligently create a hazard over which he

had actual and/or constructive notice, which caused the infant Plaintiff to sustain severe and permanent injury.

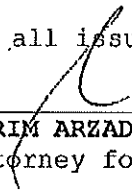
3. As a direct and proximate consequence of the negligence of the Defendants, JOHN DOES 1-10 (fictitious names), JANE ROES 1-10 (fictitious names) and/or XYZ CORPS. 1-10 (fictitious names), the infant Plaintiff, Olvin Burgos-Rivera, sustained severe physical, mental and permanent injury and other diverse damages.

WHEREFORE, the infant Plaintiff, Olvin Burgos-Rivera, demands judgment against the Defendants, JOHN DOES 1-10 (fictitious names), JANE ROES 1-10 (fictitious names) and/or XYZ CORPS. 1-10 (fictitious names), for damages, together with interest and costs of this suit.

DEMAND FOR TRIAL BY JURY

The Plaintiffs demand a trial as to all issues herein.

Dated: November 10, 2017

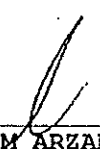


KARIM ARZADI
Attorney for Plaintiffs

DESIGNATION OF TRIAL COUNSEL

In accordance with R. 4:25-4, Karim Arzadi, is hereby designated as trial counsel for the Plaintiffs in the within matter.

Dated: November 10, 2017



KARIM ARZADI
Attorney for Plaintiffs

CERTIFICATION

Pursuant to Rule 4:5-1, the undersigned hereby certifies that at the time of the filing of this Complaint, the within matter is not the subject of any other pending matters. Furthermore, through discovery, the Complaint may be amended to include party Defendants for the

fictitious Defendants named herein. 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 willfully false, I am subject to punishment.

Dated: November 10, 2017



KARIM ARZADI
Attorney for Plaintiffs

MATTLEMAN, WEINROTH & MILLER, P.C.
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ATTORNEYS FOR PLAINTIFF

Reverse Mortgage Funding, LLC
Plaintiff

v.

Thomas Sharlow, Jr., Esq, individually and as
Administrator of the Estate of William T. Nix;
Phyllis D. Nix; Douglas A. Nix; Deola C. Siroos;
Kendricks F. Nix; Jacqueline L. Nix-Boone; State
of New Jersey; The United States of America;
Borough of Carteret,
Defendant(s).

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

DOCKET NO. F-021549-17

CIVIL ACTION

**AMENDED COMPLAINT IN
FORECLOSURE TO CORRECT
ADMINISTRATOR**

Plaintiff, Reverse Mortgage Funding, LLC, having offices at 1455 Broad Street, Second Floor,
Bloomfield, NJ 07003, by way of Complaint in Mortgage Foreclosure says:

FIRST COUNT

1. On July 18, 2013, Vivian L. Nix and William T. Nix, became indebted to Contour Mortgage Corporation, in the maximum principal sum of \$150,000.00, and executed to it, a Note (Home Equity Conversion) of that date to secure said sum, with interest at the variable rate of 3.192%. The loan matures on October 11, 2078.
2. To secure payment of the Note (Home Equity Conversion), Vivian L. Nix and William T. Nix, executed to Mortgage Electronic Registration Systems, Inc. as nominee for Contour Mortgage Corporation, a mortgage (Home Equity Conversion) of even date with the Note, and thereby mortgaged to it in fee, the land hereinafter described. Said mortgage was recorded in the Office of the Clerk/Register of Middlesex County on August 15, 2013 in Mortgage Book 15403, at Page 0322, as Instrument Number MG 2013 023434. Said mortgage is not a purchase money mortgage.
3. The mortgaged premises are described as 37 Mercer Street, Carteret, NJ 07008, designated as Lot 29,

Block 7802 on the tax map of the Borough of Carteret and are more particularly described on Schedule "A" attached hereto and made a part hereof.

4. The mortgage has been assigned as follows:

- a. Mortgage Electronic Registration Systems, Inc. as nominee for Contour Mortgage Corporation, its successors and/or assigns to Reverse Mortgage Funding, LLC executed on October 28, 2016, which was recorded in the Office of the Clerk/Register of Middlesex on December 7, 2016, at Book 01196, Page 0591 as Instrument Number AS 2016 004921.

5. The note was endorsed by Contour Mortgage Corporation to Sun West Mortgage Company, Inc. The note was further endorsed by Reverse Mortgage Funding, LLC, Attorney-In-Fact for Sun West Mortgage Company to Reverse Mortgage Company. The plaintiff is the holder of the note and mortgage.

6. Said note and mortgage provided that if (a) the borrower(s) dies and the property is not the principal residence of at least one surviving borrower; (b) the property is sold or otherwise transferred and no other borrower retains title; (c) the property ceases to be the principal residence of a borrower(s) for reasons other than death for a period of twelve (12) consecutive months; (d) any obligation of the borrower under the Security Instrument is not performed, such as failure to maintain the property up to code, the borrower(s) will be in default and the entire principal amount outstanding thereunder and accrued interest, fees, costs and advances would at once become due and payable at the option of the holder thereof.

7. Default under the Note and Mortgage occurred on October 11, 2016 due to Death of William T. Nix now the entire principal amount outstanding thereunder and accrued interest, fees, costs and advances are due in full.

8. During the course of this action, the Plaintiff may be obliged to make advances for the payment of taxes, insurance premiums and necessary expenses to preserve the security and such sums advanced under the terms of the note, together with interest thereon will be added to the amount due on the mortgage debt and secured by the Plaintiff's mortgage.

9. Plaintiff has complied with any and all pre-filing notices required under the terms and conditions of the Loan Documents and by law.

10. Vivian L. Nix departed this life on June 10, 2015 leaving her husband, William T. Nix as sole owner of the subject property by being the surviving tenant by the entirety.

11. William T. Nix departed this life on October 11, 2016 leaving no Last Will and Testament.
12. On or about July 10, 2018 Thomas Sharlow, Jr., Esq was granted Letters of Administration in the Middlesex County Surrogates Court under docket number 254875.2.
13. Accordingly, Thomas Sharlow, Jr., Esq is joined herein in his capacity as Administrator of the Estate of William T. Nix and individually to foreclose all his interest in the subject property arising by virtue of him being an heir to the Estate of William T. Nix.
14. The plaintiff joins, Douglas A. Nix, Sr, son of William T. Nix, in order to foreclose his interest in the subject property arising by virtue of him being an heir to the Estate of William T. Nix.
15. The plaintiff joins, Phyllis D. Nix, daughter of William T. Nix, in order to foreclose her interest in the subject property arising by virtue of her being an heir to the Estate of William T. Nix.
16. The plaintiff joins, Deola C. Siroos, daughter of William T. Nix, in order to foreclose her interest in the subject property arising by virtue of her being an heir to the Estate of William T. Nix.
17. The plaintiff joins, Kendricks F. Nix, son of William T. Nix, in order to foreclose his interest in the subject property arising by virtue of him being an heir to the Estate of William T. Nix.
18. The plaintiff joins, Jacqueline L. Nix-Boone, daughter of William T. Nix, in order to foreclose her interest in the subject property arising by virtue of her being an heir to the Estate of William T. Nix.
19. The State of New Jersey is joined as a defendant herein to foreclose any interest the state may have arising from possible unpaid transfer inheritance or estate taxes as a result of the death of William T. Nix.
20. The United States of America is joined as a defendant herein to foreclose any interest the state may have arising from possible unpaid transfer inheritance or estate taxes as a result of the death of and William T. Nix.
21. The following are hereby joined as defendants in this action in order to foreclose the interest that each may have in the subject premises:
 - a. The United States of America is hereby further joined as a party defendant by virtue of a Subordinate Mortgage given by William T. Nix and Vivian L. Nix to Secretary of Housing and Urban Development dated July 18, 2013, recorded in the office of the Clerk/Register of Middlesex County on August 15, 2013, in Book 15403, Page 0333, as Instrument Number MG 2013 023435, securing the sum of \$150,000.00.

22. Any interest or lien which any of the defendants herein has or claims to have in or upon the said mortgaged premises, or some part thereof is subject to the lien of plaintiff's mortgage.

WHEREFORE, plaintiff demands judgment:

- (a) Fixing the amounts due on its mortgage;
- (b) Barring and foreclosing the defendants and each of them of all equity of redemption in and to the said lands and premises;
- (c) Directing that Plaintiff be paid the amount due on its mortgage with interest, advances, and costs;
- (d) Adjudging that the said lands and premises be sold according to law to satisfy the amount due to plaintiff.

SECOND COUNT

1. Plaintiff is entitled to possession of premises located at 37 Mercer Street, Carteret, NJ 07008, more particularly described on Schedule "A" attached hereto.

2. Plaintiff's right to possession accrued on default.

3. The defendants have at all times since the date of default deprived the plaintiff of possession of said premises.

WHEREFORE, Plaintiff or purchaser at foreclosure sale, demands judgment against the defendants:

- (a) For possession of said premises;
- (b) For damages for mesne profits;
- (c) For costs.

THIRD COUNT

1. The Plaintiff repeats and re-alleges the allegations contained in the First and Second Counts and incorporates same herein as if set forth at length.

2. On December 28, 2006, William T. Nix and Vivian L. Nix, the prior owners of the subject property, executed to Borough of Carteret a mortgage dated December 28, 2006. Said mortgage was recorded in the Office of the Clerk/Register of Middlesex County on April 25, 2007, in Book 12317, at Page 511, securing the amount of \$3,300.00.

3. It is believed and therefore alleged that the said prior mortgage was paid in full but not discharged of record.
4. At the time of the filing of this complaint, Plaintiff has been unsuccessful in obtaining a discharge of said prior mortgage given by the prior owners of the subject property.
5. Accordingly, Plaintiff seeks to have the said prior mortgage discharged of record.

WHEREFORE, Plaintiff demands judgment:

- (a) Discharging the aforementioned prior mortgage of record.

MATTLEMAN, WEINROTH & MILLER, P.C.
ATTORNEYS FOR PLAINTIFF

BY:



Gayl C. Spivak, Esquire

Dated:



CERTIFICATION

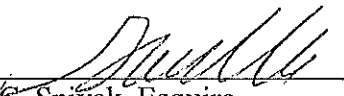
I hereby certify that the matter in controversy is not the subject of any other Court proceeding or arbitration and that, to the best of our knowledge and belief, no other parties need be joined at this time, and that no other proceedings are contemplated.

MATTLEMAN, WEINROTH & MILLER, P.C.
ATTORNEYS FOR PLAINTIFF

Dated:

8/8/18

BY:


Gayl C. Spivak, Esquire

CERTIFICATION PURSUANT TO RULE 4:64-1(a)

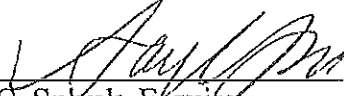
I hereby certify that, pursuant to Rule 4:64-1(a), a title search of the public record was received by this office and that said title search was reviewed by the attorney of record.

MATTLEMAN, WEINROTH & MILLER, P.C.
ATTORNEYS FOR PLAINTIFF

Dated:

8/8/18

By:


Gayl C. Spivak, Esquire

CERTIFICATION PURSUANT TO RULE 1:38-7(b)

I hereby 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 Rule 1:38-7(b).

MATTLEMAN, WEINROTH & MILLER, P.C.
ATTORNEYS FOR PLAINTIFF

By: _____

Gayl C. Spivak, Esquire

Dated: _____

8/8/18

Schedule “A”

LEGAL DESCRIPTION**PROPERTY DESCRIPTION:**

37 Mercer Street

Borough of Carteret, NJ 07008

Tax Lot(s) 29, Tax Block 7802, Borough of Carteret, Middlesex County

All that tract or parcel of land, and premises hereinafter particularly described, situate, lying and being in the Borough of Carteret in the County of Middlesex and State of New Jersey:

BEING KNOWN as Lot 39 Block 269 as shown on a Map entitled "Sir George Section 1" situated in the Borough of Carteret, Middlesex County, N.J. and filed in the Middlesex County Clerk's Office as Map No. 3527 File No. 959 on March 9, 1972, bounded and described as follows:

BEGINNING at a point on the Northerly side of Mercer St. distant 130 feet West of the intersection of the Westerly side of Salem St. and the Northerly side of Mercer St. thence running

- (1) S 87 degrees 15' W. 21 ft. to a point; thence running
- (2) N 02 degrees 45' W. 100 ft. to a point; thence running
- (3) N, 87 degrees 15' E. 21 ft. to a point and thence running
- (4) S. 02 degrees 45' E. 100 ft. to the point or place of BEGINNING.

MATTLEMAN, WEINROTH & MILLER, P.C.
BY: GAYL C. SPIVAK, ESQUIRE
ATTORNEY I.D.: 000771992
401 Route 70 East - Suite 100
Cherry Hill, New Jersey 08034
(856) 429-5507
Attorneys for Plaintiff
File No.: 2418.96551

Reverse Mortgage Funding, LLC
Plaintiff

v.

Douglas A. Nix, individually and as
Administrator of the Estate of William T. Nix;
Phyllis D. Nix; Deola C. Siroos; Kendricks F.
Nix; Jacqueline L. Nix-Boone; State of New
Jersey; The United States of America; Borough
of Carteret,

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

DOCKET NO.: F-021549-17

CIVIL ACTION

**CERTIFICATION OF MAILING
MOTION TO AMEND COMPLAINT**

The undersigned hereby certifies that on August 1, 2018, a copy of the plaintiff's motion, including the notice of motion to permit plaintiff to amend its complaint, certification in support thereof and proposed order was sent to each of the defendants or their counsel as follows:

Douglas A. Nix, individually and as Administrator of the Estate of William T. Nix
37 Mercer Street
Carteret, NJ 07008

Phyllis D. Nix
25 Sale Avenue, Apt#3
Carteret, NJ 07008

Deola C. Siroos
218 Watching Avenue
North Plainfield, NJ 07060

Kendricks F. Nix
285 Kempsey Drive #1
North Brunswick, NJ 08902

Jacqueline L. Nix-Boone
5999 Emerson Street
Apt. #710
Bladensburg, MD 20710

State of New Jersey
25 W. Market Street
CN-080
Trenton, NJ 08625

United States of America
970 Broad Street
Room 700
Newark, NJ 07102

United States of America
c/o US Attorney General
Washington, DC 20530

Borough of Carteret
60 Cooke Avenue
Carteret, NJ 07008

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

MATTLEMAN, WEINROTH & MILLER, P.C.
Attorneys for Plaintiff

By:



GAYL C. SPIVAK, ESQUIRE

Dated:

Michael G. Brucki, Esq.
NJ Attorney ID No. 041982002
Law Offices of Michael G. Brucki, L.L.C.
425 North Wood Avenue
Linden, New Jersey 07036
Tel: (908) 486.0027
Fax: (908) 587.0177
E-Mail: Office@Bruckilaw.com
Attorneys for the Plaintiffs,
Zbigniew J. Roganski and Nadzieja M. Roganski

ZBIGNIEW J. ROGANSKI, NADZIEJA M.
ROGANSKI, Husband and Wife,

Plaintiffs,

v.

BOROUGH OF CARTERET, a Municipal Corporation of New Jersey, BOROUGH OF CARTERET TAX ASSESSOR, heirs of MARY DEVEREAUX, MARY CATHERINE KENNEDY, her heirs, devisees and beneficiaries, ANNA REGINA SULLIVAN, her heirs, devisees and beneficiaries; MARGARET FRANCES LLOYD, her heirs, devisees and beneficiaries; JOSEPHINE ALENA O' BRIEN, her heirs, devisees and beneficiaries; WILLIAM C. CORRIE, his heirs, devisees and beneficiaries; EDWARD P. COUGLIN, his heirs, devisees and beneficiaries; JOHN EDWARD DEMETER, his heirs, devisees and beneficiaries; SUSAN M. BEVAN-JOHN, her heirs, devisees and beneficiaries; MARY D. GIANONE, her heirs, devisees and beneficiaries; MARY CHRISTINE BARR, her heirs, devisees and beneficiaries; DAVID L. ZIGENFUS, his heirs, devisees and beneficiaries; MARION CURRIE RYAN, her heirs, devisees and beneficiaries; THOMAS CURRIE RYAN, his heirs, devisees and beneficiaries; WILLIAM S. CURRIE, his heirs, devisees and beneficiaries; ELEANOR KIRSCHER, her heirs, devisees and beneficiaries; ANNACLET REILLY, her heirs, devisees and beneficiaries; ROBERTA KENNEDY, her heirs, devisees and beneficiaries; SHARON MARIE PERRY, her heirs, devisees and beneficiaries; CLARE BACHMAN, her heirs, devisees and beneficiaries; MARION CONNOLLY, her heirs,

FILED & RECEIVED #3

2018 MAY -7 P 1:10

CIVIL OFFICE
MIDDLESEX VICINAGE

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION
MIDDLESEX COUNTY

DOCKET NO. MID-C- 72-18

Civil Action

COMPLAINT AND JURY DEMAND

devisees and beneficiaries; MIDDLESEX WATER COMPANY, STATE OF NEW JERSEY, ABC, LLC, XYZ CORPORATION, SMITH PARTNERSHIP and JOHN DOES (last four names being fictitious and unknown),

Defendants.

The Plaintiffs, Zbigniew J. Roganski and Nadzieja M. Roganski, (hereinafter collectively the "*Plaintiffs*", "*Zbigniew J. Roganski*" or "*Nadzieja M. Roganski*") residing at 180 Pershing Avenue, Borough of Carteret, County of Middlesex and State of New Jersey by way of Complaint against the defendants, Borough of Carteret (hereinafter the "*Borough*"), Borough of Carteret Tax Assessor, (hereinafter the "*Tax Assessor*"), Middlesex Water Company, State of New Jersey, et al., XYZ Corporation; ABC, LLC; Smith Partnership and John Does says:

PARTIES

1. The plaintiffs, Zbigniew J. Roganski and Nadzieja M. Roganski, are the owners of record of the subject premises commonly known as 180 Pershing Avenue, Carteret, New Jersey and acquired the rear portion of Lot Nos. 7 and 8 in Block 6501 in October 1998 from the Borough of Carteret.
2. The defendant, Borough of Carteret, a Municipal Corporation of New Jersey, having its principal place of business at 61 Cooke Avenue, Carteret, New Jersey acquired the rear portion of Lot No. 7 through a condemnation proceeding but failed to provide just compensation for the taking. This defendant may also have an interest in the property by reason of taxes, assessments and / or sewer charges.
3. The defendant, Borough of Carteret Tax Assessor, Jay Briscione, 100 Cooke Avenue, Carteret, New Jersey conveyed the rear portion of Lot Nos. 7 and 8 to the plaintiffs in October 1998 and continued to collect taxes from the plaintiffs since that time.
4. Upon information and belief, the defendants, heirs of Mary Devereaux, may have previously had an interest in the early 20th century by reason of title to the rear portion of the land and premises (formerly known or

referred to as Lot No. 7, (p/o filed map Lot No. 313). Mary Devereaux acquired all of filed map Lot 313, by Deed from The Carteret Realty Company, dated July 1, 1914 recorded August 3, 1914 in Deed Book 550, Page 602 (The front portion of Lot 7 was deeded by Mary Devereux and Thomas Devereux, her husband, sometimes known as Mary Devereaux and Thomas Devereaux, her husband, to Anna Sullivan, by deed dated March 21, 1932 recorded April 1, 1932 in Deed Book 1026, Page 589).

- (i) No proof of death of Mary Devereaux having been found; her husband Thomas Devereaux died testate on June 17, 1936.
- (ii) The Last Will and Testament of Thomas Devereaux states no specific devise of any property, however, identifies the next of kin as Thomas Anthony Devereaux, son, since deceased, survived by his wife, Helen Currie Devereaux, since deceased, Mary Catherine Kennedy, daughter, Anna Regina Sullivan, daughter, Margaret Frances Lloyd, daughter, Josephine Alena O'Brien, daughter and Agnes Cecelia Kennedy, daughter, since deceased.
 - (a) Mary Catherine Kennedy, her heirs, devisees and beneficiaries, unknown, as heir, devisee or beneficiary of Thomas Devereaux said person(s) may have an interest in the subject property.
 - (b) Anna Regina Sullivan, her heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Thomas Devereaux said person(s) may have an interest in the subject property.
 - (c) Margaret Frances Lloyd, her heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Thomas Devereaux said person(s) may have an interest in the subject property.
 - (d) Josephine Alena O'Brien, her heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary, of Helen Currie Devereaux said person(s) may have an interest in the subject property.

- (e) William C. Currie, his heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Helen Currie Devereaux said person(s) may have an interest in the subject property.
- (f) Edward P. Coughlin, his heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Helen Currie Devereaux said person(s) may have an interest in the subject property.
- (g) John Edward Demeter, his heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Helen Currie Devereaux said person(s) may have an interest in the subject property.
- (h) Susan M. Bevan-John, her heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Helen Currie Devereaux said person(s) may have an interest in the subject property.
- (i) Mary D. Gianone, her heirs, devisees and beneficiaries, addresses unknown as heir, devisee or beneficiary of Helen Currie Devereaux said person(s) may have an interest in the subject property.
- (j) Mary Christine Barr, her heirs, devisees and beneficiaries, addresses unknown as heir, devisee or beneficiary of Helen Currie Devereaux said person(s) may have an interest in the subject property.
- (k) David L. Zigenfus, his heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Helen Currie Devereaux said person(s) may have an interest in the subject property.
- (l) Marion Currie Ryan, her heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Helen Currie Devereaux said person(s) may have an interest in the subject property.

- (m) Thomas Currie Ryan, his heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Helen Currie Devereaux said person(s) may have an interest in the subject property.
- (n) William S. Currie, his heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Helen Currie Devereaux said person(s) may have an interest in the subject property.
- (o) Eleanor Kirscher, her heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Helen Currie Devereaux said person(s) may have an interest in the subject property.
- (p) Annaclet Reilly, her heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Helen Currie Devereaux said person(s) may have an interest in the subject property.
- (q) Roberta Kennedy, her heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Agnes C. Kennedy said person(s) may have an interest in the subject property.
- (r) Sharon Marie Perry, her heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Agnes C. Kennedy said person(s) may have an interest in the subject property.
- (s) Clare Bachman, her heirs, devisees and beneficiaries, addresses unknown, as heir, devisee or beneficiary of Agnes C. Kennedy said person(s) may have an interest in the subject property.
- (t) Marion Connolly, address 67 Pulaski Avenue, Carteret, New Jersey, as heir, devisee or beneficiary of Agnes C. Kennedy said person may have an interest in the subject property.

4. Middlesex Water Company, Dennis W. Doll, President and CEO, 1500 Ronson Road, Iselin, New Jersey, by reason of providing water services to the subject property may have a claim to the subject property.

5. State of New Jersey, Gregory L. Van Dyck, DAG, Richard J. Hughes Justice Complex, 25 West Market Street, P.O. Box 119, Trenton, New Jersey, by reason of any inheritance tax that may be due and owed.

6. The defendants, XYZ Corporation, ABC LLC, Smith Partnership and John Does, are factitious defendants whose names are unknown at this time and are described as either entities, affiliates, partnerships or individuals who are believed to have aided and abetted one or more of the named defendants.

FACTUAL ALLEGATIONS

7. The plaintiffs, Zbigniew J. Roganski and Nadzieja M. Roganski, are independent owners and residents of the premises commonly known as 180 Pershing Avenue, Carteret, New Jersey by Deed dated April 16, 1987 from Robert J. Olah and Jeanette B. Olah and recorded in the Middlesex County, New Jersey Clerk's Office on April 23, 1987 in Book 3609 at Page No. 869. The plaintiffs then acquired the rear portions of Lot Nos. 7 and 8 in Block 6501 in October 1998 from the Borough and the Carteret Tax Assessor.

8. The plaintiffs continued to pay quarterly property taxes to the Borough for over nineteen (19) years and made substantial improvements to the property. The plaintiffs had been in peaceable possession of such lands until October 2017, when the premises were taken by the Borough for redevelopment. As a result of the Borough's recent condemnation proceedings, the Roganskis were entertaining selling the entire premises. However, because the Borough exercised its power of eminent domain over almost fifty percent (50%) of the Roganskis' property, prospective buyers were only offering a fraction of its previous value.

9. As evidenced by the chain of title and in furtherance of the Borough's complaint, specifically paragraph Nine (9), wherein the Borough states, "The owners of record of the said land and premises are ZBIGNIEW JOHN ROGANSKI AND NADZIEJA MAKSIMIUK ROGANSKI, husband and wife, address: 180 Pershing Avenue, Carteret, New Jersey 07008 (also 46 Randolph Street, Carteret, New Jersey 07008)", the

Roganskis were *bona fide* owners and held a one hundred percent (100%) interest in the subject premises. A copy of the Borough's complaint to condemn the Roganskis' property is annexed hereto as Exhibit "A".

10. In late 2017, the defendant, Borough of Carteret, through a condemnation proceeding, subsequently converted the plaintiffs' property to an asset of the Borough without the plaintiffs' consent. The Borough is in the process of utilizing the premises to construct a Performing Arts Center, Manhattan Ferry, Marina and Yacht Club. This improvement is being constructed between Pershing and Cooke Avenues and will include new residential and mixed use commercial properties to be built by private developers. Upon information and belief, pursuant to those arrangements, the Borough intends to deprive the plaintiffs of their rightful interest in the premises by paying them a percentage of its true value.

11. As the Borough stated in support of its' major redevelopment of Carteret, the new Performing Arts Center is capable of hosting one thousand six hundred (1,600) guests for an event and is estimated to be valued at several hundred million dollars. Further, the new Marina and Yacht Club will be capable of accommodating yachts up to seventy (70) feet in length, generating additional perpetual income for the Borough.

12. In order to finalize and complete the new development, the Borough was awarded a litany of Federal, State and County grants as well as engaged in extensive litigation against E.I. DuPont de Nemours and Company among others. The Borough prevailed in these litigations resulting in the Borough collectively obtaining in excess of one hundred and twenty five million dollars (\$125,000,000.00) in proceeds from various grants and lawsuits.

13. Upon its completion, the Borough's Performing Arts Center will occupy a vast portion of the plaintiffs' residence. This will ultimately leave the property in a very undesirable condition to future perspective buyers without supplying the plaintiffs adequate consideration for the taking and resulting benefits.

14. Upon information and belief, XYZ Corporation and John Does dealt exclusively with the defendants, Borough of Carteret and the Borough Tax Assessor's Office, however, knew that the Borough was not the rightful owner of the rear portions of Lots No. 7 and 8 at 180 Pershing Avenue in Carteret, New Jersey.

15. At all times relevant to the allegations of this complaint, the Borough was an officer, director or shareholder of the Performing Arts Center, Marina and Yacht Club and was acting within that capacity and with the full knowledge of the defendants.

16. After the plaintiffs were notified of the defendants' intent to convert their property, they undertook an investigation and learned the value of the taken premises exceeds sixty thousand dollars (\$60,000.00). A copy of the plaintiffs' expert valuation establishing the basis for just compensation is annexed hereto as Exhibit "B".

17. On or about September 2017, through counsel, the Borough was asked by the Plaintiffs to explain its actions but refused to offer just compensation. The amount owed the plaintiffs due to the defendants' intentional and wrongful conduct is estimated to exceed sixty thousand dollars (\$60,000.00).

FIRST CAUSE OF ACTION
QUIET TITLE

18. The plaintiffs repeat the allegations set forth in paragraphs one (1) through seventeen (17) of this complaint as if those allegations were set forth at length herein and made a part hereof.

19. The plaintiffs, Zbigniew J. Roganski and Nadzieja M. Roganski, are the only owners of the subject premises located at 180 Pershing Avenue, Borough of Carteret, New Jersey. The plaintiffs acquired the rear portions of lots seven (7) and eight (8) in October 1998 from the Borough and its Tax Assessor. A copy of the documentation from the Borough and its' Tax Assessor's Office conveying the subject premises to the Roganskis in October 1998 is annexed hereto as Exhibit "C".

20. This property is part of Tax Lot 7, Block 6501, also known as Rear Portion of Lot 7, Borough of Carteret, Middlesex County, New Jersey also being known and designated as part of Lots 313 and 314 on a map entitled "Map of Property of Carteret Realty Company, 1902, Borough of Carteret, Middlesex County, New Jersey" filed in the Middlesex County Clerk's Office on June 24, 1903 as Map No. 373, File No. 369, and being more particularly described as follows:

BEGINNING at a point being an iron bar with cap found in the dividing line between Tax Lot 7 (part of File Map Lot 313) and Tax Lot 6 (part of File Map Lot 312), said point being distant 100.00 feet in a Southeasterly direction from the intersection of said dividing line with the Southeasterly sideline of Pershing Avenue (60.00 feet wide), formerly known as Bryant Street, and from said beginning point running; thence

- 1.) Leaving the dividing line between Tax Lot 7 and Tax Lot 6 and running North 44°-07'-00" East, a distance of 50.00 feet to a point and corner; thence
- 2.) South 45°-53'-00" East, a distance of 48.91 feet to a point and corner; thence
- 3.) South 34°-28'-09" West, a distance of 50.72 feet to a point and corner; thence
- 4.) North 45°-53'-00" West, a distance of 57.41 feet to a point and place of Beginning.

Containing 2,658+ square feet (0.061+ acres)

21. The Roganskis are *bona fide* owners and had solely maintained the premises, paid the taxes together with all of the of carrying charges for over nineteen (19) years. The Roganskis included the premises as part of their homestead and made significant improvements, drastically increasing its value. These improvements consisted of but were not limited to, an expensive landscaping project, swimming pool, patio, gazebo and shed / garage. Aside from the Borough's condemnation complaint, there has never been any action contesting the validity of the plaintiffs' rights to the subject lands and plaintiffs are entitled to its proceeds.

22. These plaintiffs seek entry of an order Quieting Title to the premises in the names of Zbigniew J. Roganski and Nadzieja M. Roganski and same being treated as marital property pursuant to N.J.S.A. 2A:34-23.1 et seq.

WHEREFORE, the undersigned respectfully requests the Court grant the following relief:

- A. The entry of an order that Zbigniew J. Roganski and Nadzieja M. Roganski were the sole owners of the condemned rear portions of lots seven (7) and eight (8) located at 180 Avenue, Borough of Carteret, New Jersey and are entitled to just compensation for the taking;
- B. Such further relief as the Court deems equitable and just.

AS AND FOR A SECOND CAUSE OF ACTION
CONVERSION

23. The plaintiffs repeat the allegations set forth in paragraphs one (1) through twenty two (22) of

this complaint as if those allegations were set forth at length herein and made a part hereof.

24. Each of the defendants, Borough of Carteret, Carteret Tax Assessor, XYZ Corporation, ABC, LLC, Smith Partnership and John Does wrongfully exerted dominion over property belonging to the plaintiffs in denial of, and inconsistent with, the rights of the plaintiffs.

25. Each of these defendants deprived the plaintiffs of their property and these defendants used the property of the plaintiffs for their own benefit without the plaintiffs' authorization and refused to supply adequate compensation on demand.

26. Each of these defendants has converted and appropriated for their own use the property of the plaintiffs and as a result thereof, the plaintiffs have suffered to their detriment and these defendants have been unjustly enriched from those acts of conversion.

27. These defendants are responsible, individually, jointly and severally, for their acts, omissions, debts, obligations and liabilities.

WHEREFORE, plaintiffs hereby demand judgment against the defendants, Borough of Carteret (hereinafter the "*Borough*"), Borough of Carteret Tax Assessor, (hereinafter the "*Tax Assessor*"), Middlesex Water Company, State of New Jersey, et al., XYZ Corporation; ABC, LLC; Smith Partnership and John Does, for:

- A. The entry of an order that Zbigniew J. Roganski and Nadzieja M. Roganski have a 100% interest in the rear portions of lots seven (7) and eight (8) located behind 180 Pershing Avenue, Borough of Carteret, New Jersey and;
- B. Compensatory and Punitive Damages;
- C. Treble Damages;
- D. Interest;
- E. Attorneys' Fees;
- F. Costs of suit;
- G. Costs of investigation and litigation; and
- H. Other relief the Court deems equitable and just.

AS AND FOR A THIRD CAUSE OF ACTION
UNJUST ENRICHMENT

28. The plaintiffs repeat the allegations set forth in paragraphs one (1) through twenty seven (27) of this complaint as if those allegations were set forth at length herein and made a part hereof.

29. Each of the defendants, Borough of Carteret, Carteret Tax Assessor, State of New Jersey, et al., XYZ Corporation; ABC, LLC; Smith Partnership and John Does took, diverted and converted money and / or property belonging to the plaintiffs.

30. None of these defendants had a legal or equitable right to take the money and / or property that belonged to the plaintiffs without providing just compensation.

31. In furtherance of N.J.S.A. 2C:20-9, failure to make proper distribution of property, it would be inequitable for these defendants to retain the money and / or property of the plaintiffs.

32. These defendants have been unjustly enriched at the expense, and to the detriment, of the plaintiffs. Accordingly, the plaintiffs are entitled to recover the money and property that has been unjustly taken by these defendants.

33. Each of these defendants is responsible, individually, jointly and severally, for their acts, omissions, debts, obligations and liabilities.

WHEREFORE, Plaintiffs hereby demand judgment against the defendants, Borough of Carteret, Carteret Tax Assessor, Middlesex Water Company, State of New Jersey, et al., XYZ Corporation; ABC, LLC; Smith Partnership and John Does, for:

- A. Compensatory and Punitive Damages;
- B. Treble Damages;
- C. Interest;
- D. Attorneys' Fees;
- E. Costs of suit;
- F. Costs of investigation and litigation; and

G. Other relief the Court deems equitable and just.

AS AND FOR A FORTH CAUSE OF ACTION
FOR ACCOUNTING

34. The plaintiffs repeat the allegations set forth in paragraphs one (1) through thirty three (33) of this complaint as if those allegations were set forth at length herein and made a part hereof.

35. The defendants, Borough of Carteret, Carteret Tax Assessor, XYZ Corporation; ABC, LLC; Smith Partnership and John Does, have converted to their own use assets rightfully belonging to the plaintiffs.

36. These defendants should be compelled by this Court to render an accounting as to any and all assets received by them as a result of any transfers made by them which would deprive plaintiffs of their interest in the subject premises.

WHEREFORE, the undersigned respectfully requests the Court grant the following relief:

- A. Compelling the defendants herein to render an accounting as to any and all assets received by them;
- B. Punitive Damages;
- C. Interest;
- D. Attorneys' fees and costs;
- E. Such further relief as the Court deems equitable and just.

AS AND FOR A FIFTH CAUSE OF ACTION
FICTITIOUS DEFENDANTS

37. The plaintiffs repeat the allegations set forth in paragraphs one (1) through thirty six (36) although fully set forth at length herein.

38. The fictitious defendants, XYZ Corporation, ABC, LLC, Smith Partnership, John Doe; identities are unknown and are fictitious parties.

39. Upon information and belief, the plaintiffs may have an interest in entities whose identity is unknown at this time.

WHEREFORE, the undersigned respectfully requests that the Court enter judgment establishing the plaintiffs' plural interest in any business entities, including corporations, limited liability corporations or partnerships that the plaintiffs may have an interest.

Law Offices of Michael G. Brucki, LLC
Attorneys for the Plaintiffs



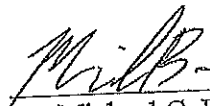
Michael G. Brucki

Dated: 5/3/18

JURY DEMAND

The Plaintiffs hereby demand trial by jury on each count of the complaint.

Law Offices of Michael G. Brucki, LLC
Attorneys for the Plaintiffs



Michael G. Brucki

Dated: 5/3/18

DESIGNATION OF TRIAL COUNSEL

Michael G. Brucki, Esq. is hereby designed as trial counsel in the within action for the Plaintiffs.

Law Offices of Michael G. Brucki, LLC
Attorneys for the Plaintiffs



Michael G. Brucki

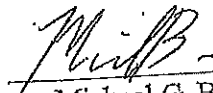
Dated: 5/3/18

CERTIFICATION

There is currently pending the following actions which involve either the parties or have common facts or issues as may be raised in this action:

Borough of Carteret v. Zbigniew J. Roganski and Nadzieja Maksimiuk Roganski, et al.
Docket No. MID-L-5481-17

Law Offices of Michael G. Brucki, LLC
Attorneys for the Plaintiffs


Michael G. Brucki

Dated: 5/3/18

Exhibit A

JAMES M. TURTELTaub, ESQ. (008011993)
CARLIN & WARD, P.C.
25A Vreeland Road
P. O. Box 751
Florham Park, New Jersey 07932
973-377-3350
Attorneys for Plaintiff

CIVIL RECORDS
N.J. SUPERIOR COURT
MIDDLESEX VICINAGE

2018 DEC 17 P 2:35
FILED & RECEIVED #5

BASIN HOLDING REALTY
CORPORATION,

Plaintiff,

v.

BOROUGH OF CARTERET

Defendant.

SUPERIOR COURT OF NEW JERSEY
CHANCERY DIVISION – MIDDLESEX COUNTY
DOCKET NO. MID-C-197-18

Civil Action

COMPLAINT

Plaintiff, Basin Holding Corporation ("Basin Holding"), by and through its attorneys, Carlin & Ward, P.C., by way of Complaint against Defendant, Borough of Carteret (the "Borough"), herein states:

PRELIMINARY STATEMENT

1. Basin Holding, by and through this Complaint, seeks specific performance of the terms of a settlement agreement with the Borough of Carteret which was entered as part of the consolidated action, Borough of Carteret v. JNC Materials, LLC, et al., Docket No. MID-C-266-08.

THE PARTIES

2. Plaintiff, Basin Holding, is a New Jersey corporation with an address at 1075 E. 72nd Street, Brooklyn, New York 11234.

3. Defendant, Borough of Carteret, is a New Jersey municipal corporation with offices at 61 Cooke Avenue, Carteret, New Jersey 07008.

FIRST COUNT
(Specific Performance)

A. The JNC Materials Litigation

4. Basin Holding is the owner of an approximately 5.613 acre parcel located at 340 Roosevelt Avenue, Carteret, New Jersey and designated as Block 304, Lot 2.01 on the Borough Tax Maps (the "Basin Holding Parcel").

5. Beginning in April 2003, Basin Holding had leased the Basin Holding Parcel to JNC Materials, LLC, ("JNC") a limited liability company that operated a Class B Recycling Operation on the property under the regulation of the New Jersey Department of Environmental Protection ("NJDEP").

6. In or about mid-2008, the Borough issued numerous notices and summons to JNC citing alleged violations of the Borough's Ordinances stemming from JNC's operation on the Basin Holding Parcel. These violations included, and/or were the result of, *inter alia*, JNC stockpiling materials in excess of that permitted by the Borough and permits it received from the NJDEP (the "Debris Pile").

7. Although Basin Holding made a good faith effort to have JNC address the allegations raised by the Borough, its attempts were unsuccessful.

8. Consequently, on March 26, 2009, Basin Holding filed a complaint and order to show cause, Docket No. MID-L-2129-09 seeking, *inter alia*, to evict JNC from the Basin Holding Parcel and an injunction against JNC which prohibited it from placing any more material onto the Basin Holding Parcel.

9. Notwithstanding Basin's efforts to address JNC's violations of the municipal ordinances and DEP permits, the Borough commenced litigation on May 15, 2009 against Basin Holding, JNC, and others for injunctive relief and alleged damages stemming from JNC's continuing

violations on the Basin Holding Parcel. This action was consolidated with other actions, including the one filed by Basin Holding, under Docket No. MID-C-266-09 (the "JNC Litigation").

B. The Settlement Agreement between Basin Holding and the Borough

10. JNC filed for bankruptcy and did not have the resources needed to address its violations.

11. As a result, a Settlement Agreement was entered into for the resolution of any claims which the Borough might have against Basin Holding as part of the JNC Litigation (the "Settlement Agreement").

12. As part of the Settlement Agreement, Basin Holding agreed to remove the Debris Pile and remediate the Basin Holding Parcel to the standards set forth in the Borough's Ordinances (the "Basin Holding Property Remediation").

13. Pursuant to Paragraph 2 of the Settlement Agreement, Basin Holding further agreed to grant the Borough an easement over approximately 2.286 acres of its property to be dedicated for public use and enjoyment once the Debris Pile is removed and the Basin Holding Parcel is remediated.

14. Pursuant to Paragraph 3 of the Settlement Agreement, Basin Holding also agreed to pay the Borough of Carteret \$40,000 toward any enforcement costs incurred leading up to, or as a result of, the JNC Litigation (the "Basin Holding Payment").

15. Under Paragraph 5 of the Settlement Agreement and in consideration for the foregoing, the Borough of Carteret agreed to take any and all steps necessary to properly designate Basin Holding as the sole redeveloper for the Basin Holding Parcel under the Local Redevelopment Housing Law, N.J.S.A. 40A:12A-1, et. seq. ("LRHL") for a period of two (2) years (the "Redevelopment Designation").

16. Under Paragraph 5 of the Settlement Agreement and as part of the designation of Basin as redeveloper of the Basin Holding Property, the Borough of Carteret agreed to enter into a commercially reasonable redevelopment agreement with Basin for the Basin Holding Parcel which redevelopment agreement would provide Basin with the right to assign its designation as redeveloper and redevelopment agreement and/or rights to such designation and/or redevelopment agreement with the Borough's consent, which is not to be unreasonably withheld.

17. The Borough of Carteret also agreed to stipulate to the dismissal of Basin Holding from the JNC Litigation with prejudice.

18. The Settlement was approved by the Borough on September 20, 2012 by way of Resolution No. 12-157.

19. Resolution No. 12-157 also authorized the Borough to accept the easement contemplated by Paragraph 2 of the Settlement Agreement.

20. The parties entered into a consent Stipulation of Dismissal of Basin Holding from the JNC Litigation which was executed by Basin and the Borough which stated to the Court that the dismissal was a result of the parties having entered into the Settlement Agreement.

C. Performance Under the Settlement Agreement

21. In accordance with the Settlement Agreement, Basin Holding has been, and continues to, diligently pursue the Basin Holding Property Remediation effort.

22. On or about January 8, 2013, Basin Holding performed its obligations under Paragraph 2 of the Settlement Agreement by executing and delivering to the Borough the form of Deed of Municipal Access and Use Easement contained in the Settlement Agreement.

23. On or about January 8, 2013, Basin Holding performed its obligations under Paragraph 3 of the Settlement Agreement by remitting the Basin Holding Payment to the Borough.

24. Receipt of the Basin Holding Payment was acknowledged by the Borough on January 25, 2013.

25. Although the Borough has received the consideration due and owing it under the Settlement Agreement, the Borough has yet to perform its obligation to designate Basin Holding as the redeveloper of the Basin Holding Parcel pursuant to Paragraph 5 of the Settlement Agreement.

26. The Basin Holding Parcel was designated as being an area in need of redevelopment under the Local Redevelopment and Housing Law, N.J.S.A. 40:2A:12A-1 et seq. LRHL in or about January 2003.

27. The Borough adopted a Redevelopment Plan for the Basin Holding Parcel in or about February 2003 which plan was thereafter amended on June 16, 2011 by way of Borough Ordinance No. 11-2.

28. To date, the Borough has not designated Basin Holding as the redeveloper of the Basin Holding Parcel and provided Basin with the requisite redevelopment agreement in accordance with the Borough's obligations under the Settlement Agreement.

29. The Borough has informed Basin that it now seeks to proceed and condemn the Basin Property notwithstanding the Settlement Agreement.

30. Based on the foregoing, the Borough's proposed actions will result in Basin being denied the critical consideration in return for that given to the Borough under the Settlement Agreement.

WHEREFORE, Plaintiff prays for judgment ordering Defendant to specifically perform the contract of sale and to designate Basin as the redeveloper of the Basin Property and to enter into a commercially reasonable redevelopment agreement for same, together with an award of reasonable attorney's fees and cost of suit, and such other relief as the court may deem just and proper.

CARLIN AND WARD, P.C.
Attorneys for Plaintiff


JAMES M. TURTELTAUB
ID# 008011993

Dated: 12/17/18

TRIAL ATTORNEY DESIGNATION

Pursuant to Rule 4:5-1, the undersigned is hereby designated as trial counsel for the Plaintiff in this matter.

CARLIN AND WARD, P.C.
Attorneys for Plaintiff

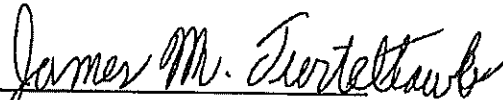

JAMES M. TURTELTAUB
ID# 008011993

Dated: 12/17/18

CERTIFICATION PURSUANT TO RULE 4:5-1

Pursuant to Rule 4:5-1, the undersigned certifies that to the best of his knowledge the within matter is controversy is not the subject of any other action pending in any other Court or of a pending arbitration proceeding, nor is any action or arbitration proceeding contemplated, nor are other parties required to be joined in this action at this time.

CARLIN AND WARD, P.C.
Attorneys for Plaintiff


JAMES M. TURTELTAUB
ID# 008011993

Dated: 12/17/18

CERTIFICATION PURSUANT TO RULE 1:38-7(b)

Pursuant to Rule 1:38-7(b), the undersigned certifies that confidential identifiers have been redacted from documents now submitted to the Court and shall continue to make such redactions from all documents submitted in the future.

CARLIN AND WARD, P.C.
Attorneys for Plaintiff


JAMES M. TURTELTAUB
ID# 008011993

Dated: 12/17/18

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Attorney for Plaintiffs

SUKHDEV S. SARAN, SWARNJIT K.
SARAN, JASWINDER SINGH and
LAKWINDER SINGH,

Plaintiff(s),
vs.

PLANNING BOARD OF THE BOROUGH
OF CARTERET,

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION : MIDDLESEX COUNTY

Docket No.:

CIVIL ACTION

COMPLAINT IN LIEU OF
PREROGATIVE WRIT

Plaintiffs, Sukhdev S. Saran, Swarnjit K. Saran, Jaswinder Singh and Lakwinder Singh, residing at 61 Ash Street, in the Borough of Carteret, County of Middlesex and State of New Jersey, complaining against defendant herein say:

FIRST COUNT

1. Plaintiffs are the owners of property known as 2 Pierce Street, Carteret, New Jersey also known as Lot 5 in Block 46.01 on the Borough of Carteret Tax Map.
2. The property is located in an R.50 residential zone which permits single family dwellings on lots having the dimension of 65' x 100' consisting of 6,500 square feet in area.
3. Plaintiffs' property consists of 16,654.51 square feet in area. They applied to the Borough of Carteret Planning Board to subdivide the property into two (2) separate lots in order to construct a one (1) family dwelling on each of the newly subdivided lots.

Lot 5.01 has the area of 9,075.76 square feet and dimension of 75.52' x 110.81'. The second lot 5.02 has an area of 7,578.75 square feet and the dimension of 71.62' x 91.41'.

4. The subdivision application required two (2) variances. One for the heights of each new house and the second for the length of the northerly boundary of lot 5.02. The zoning ordinance required 100' length and this lot had 91.41' so it was short by 8.59'. Plaintiffs have revised their application to reduce the height of each house to comply with the zoning ordinance. Plaintiff required a variance for the length of the northerly boundary which could not be remedied.

5. Plaintiffs' subdivision application was heard before the Borough of Carteret Planning Board on September 19, 2018. At that time plaintiffs provided several witnesses before the Planning Board in favor of their application. At the end of the application the Planning Board voted to deny the application without specifying any reasons therefore.

6. On November 21, 2018, the Borough of Carteret Planning Board adopted a written Resolution denying the plaintiffs' application setting forth the reasons. The Resolution was provided to the plaintiffs on or about December 3, 2018 and published in the local newspaper on December 11, 2018.

7. The reasons submitted by the Borough of Carteret Planning Board for denial of the plaintiffs' application are unreasonable, arbitrary and capricious and factually inaccurate. As a result, the Resolution should be reversed and plaintiffs awarded approval of the subdivision application.

WHEREFORE, plaintiffs demand judgment:

(a) Reversing the decision of the Borough of Carteret Planning Board as being unreasonable, arbitrary and capricious;

- (b) Awarding plaintiffs approval of the subdivision application;
- (c) Awarding plaintiffs attorneys' fees and costs of suit
- (d) For such other relive the Court may deem just and equitable.

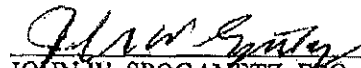
Dated: December 28, 2018


JOHN W. SPOGANETZ, ESQ.
Attorney for Plaintiffs

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-1, John W. Spoganetz, Esq. is hereby designated as trial counsel for the plaintiffs in the within matter.

Dated: December 28, 2018


JOHN W. SPOGANETZ, ESQ.
Attorney for Plaintiffs

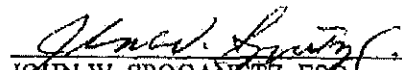
CERTIFICATION PER R. 4:5-1

I hereby certify, R. 1:4-4(b) that the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding and none are contemplated.

I further certify that this pleading contains no personal confidential identifiers. I understand it is my responsibility to ensure there will be no personal confidential identifiers in any subsequent pleadings filed.

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 willfully false, I am subject to punishment.

Dated: December 28, 2018


JOHN W. SPOGANETZ, ESQ.
Attorney for Plaintiffs