

GENERAL RELEASE

To all to whom these Presents shall come or may concern, Greeting.

Know That Anthony Perez residing at 520 Hillside Avenue, Alpine, New Jersey
(RELEASOR).

in consideration of the sum of Five Hundred and Fifty Thousand dollars from Brandon M. Moriarty, the Tenaflly Police Department, and the Borough of Tenaflly
(*\$550,000.00*).
(*RELEASEE*),

receipt whereof is hereby acknowledged, releases and discharges the RELEASEE, his heirs executors, administrator, successors and assigns from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, his heirs, executors, administrators and assigns hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE.

And more particularly for personal injuries sustained to Anthony Perez in a motor vehicle accident which occurred on April 21, 2012 in Tenaflly, New Jersey which is the subject matter of a lawsuit instituted in the Superior Court of New Jersey, Law Division, Bergen County, Docket Number: BER-L-8605-13.

It is further stipulated that any and all liens including child support judgment liens, workers compensation lien(s), Medicare/CMS liens, Medicaid liens, and health insurance carrier liens as well as outstanding medical expenses related to this accident will be satisfied by Releasor out of the settlement proceeds.

It is further understood that this Release represents a compromise of a disputed claim, that its purpose is to terminate all disputes and litigation between the parties hereto, and that the Releasee(s) make no admission of liability with respect to the claims of the Releasor(s).

Whenever the text hereof requires, the use of gender or singular number shall include the appropriate gender or plural number as the text of the instrument may require.

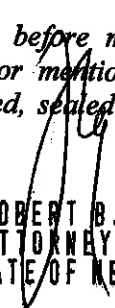
In witness whereof, the RELEASOR(S) has hereunto set hand(s) and seal(s) the

10 day of March 2016
Signed, Sealed and Delivered
In the Presence of

ROBERT B. LINDER
ATTORNEY AT LAW
STATE OF NEW JERSEY
State of New Jersey, County of Bergen ss:


ANTHONY PEREZ

BE IT REMEMBERED, That on this 10 day of March 2016 before me, the subscriber personally appeared who, I am satisfied, Anthony Perez, Releasor mentioned in the within Instrument, and thereupon acknowledged that Anthony Perez signed, sealed and delivered the same as act and deed, for the uses and purposes therein expressed.


ROBERT B. LINDER
ATTORNEY AT LAW
STATE OF NEW JERSEY

SUPERIOR COURT BERGEN COUNTY
FILED

MAR 16 2016

JAMES M. POCCHIA, ESQ. 045571991
ROBERT B. LINDER, ESQ. 026251988
Attorneys At Law
2 North Dean Street, Suite 206
Englewood, New Jersey 07631
(201) 894-1800
Attorney for Plaintiff(s)

Laura A. Lombardi
DEPUTY CLERK

ANTHONY PEREZ,

Plaintiff(s),

Vs.

BRANDON M. MORIARTY,
TENAFLY POLICE DEPARTMENT,
BOROUGH OF TENAFLY, JOHN
DOE 1-5, et al.

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION: BERGEN COUNTY
: DOCKET NO.: BER-L-8605-13

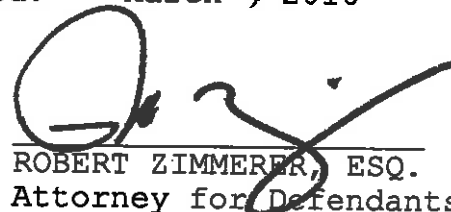
Civil Action

: **STIPULATION OF DISMISSAL**
: **WITH PREJUDICE**
: **ON BEHALF OF DEFENDANTS**
: **BRANDON M. MORIARTY,**
: **TENAFLY POLICE DEPARTMENT,**
: **AND BOROUGH OF TENAFLY**

The matter in difference in the above entitled action having been amicably adjusted by and between the Plaintiff, Anthony Perez and Defendants, Brandon M. Moriarty, Tenaflly Police Department, and Borough of Tenaflly it is hereby stipulated and agreed that the Plaintiff's claim against Brandon M. Moriarty, Tenaflly Police Department, and Borough of Tenaflly is hereby dismissed without costs against either party with prejudice.

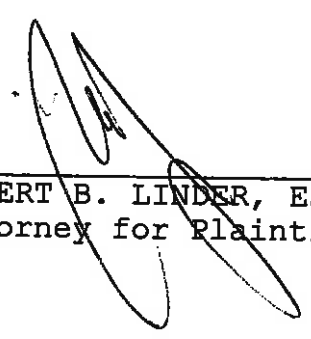
Dated: March 10, 2016

BY:



ROBERT ZIMMERER, ESQ.
Attorney for Defendants

BY:



ROBERT B. LINDER, ESQ.
Attorney for Plaintiff

SUPERIOR COURT BERGEN COUNTY
FILED

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Jim Spademan
DEPUTY CLERK

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NOV 06 2013

SUPERIOR COURT OF NEW JERSEY
COUNTY OF BERGEN
FINANCE DIVISION

JAMES M. POCCHIA, ESQ. 045571991
ROBERT B. LINDER, ESQ. 026251998
Attorney-At-Law
2 North Dean Street, Suite 206
Englewood, New Jersey 07631
(201) 894-1800
Attorney for Plaintiff(s)

ANTHONY PEREZ.

Plaintiff(s).

Vs.

BRANDON M. MORIARTY,
TENAFLY POLICE DEPARTMENT,
BOROUGH OF TENAFLY, JOHN
DOE 1-5, JOHN DOE INC. 1-5 and
the ABC CORPORATION 1-5, the
latter names being fictitious, the true
identities being presently unknown,
JANE DOE 1-5, JANE DOE INC. 1-5
and the DEF CORPORATION 1-5,
the latter names being fictitious, the
true identities being presently
unknown, RICHARD ROE 1-5,
RICHARD ROE INC. 1-5 and the
XYZ CORPORATION 1-5, the latter
names being fictitious, the true
identities being presently unknown.

Defendant(s).

SUPERIOR COURT OF NEW JERSEY
: LAW DIVISION: BERGEN COUNTY
DOCKET NO.: *L-8605-13*

Civil Action

COMPLAINT
PLAINTIFF DEMANDS
JURY TRIAL, DEMAND FOR
INTERROGATORIES, DEMAND
FOR INSURANCE COVERAGE,
DEMAND FOR DOCUMENTS, AND
DESIGNATION OF
TRIAL COUNSEL

Plaintiff, Anthony Perez residing at 520 Hillside
Avenue, Alpine, New Jersey complains of the defendants and
says:

FIRST COUNT

1. On or about April 21, 2012, Plaintiff, Anthony Perez was operating a motor vehicle owned by him in a northerly direction along Sylvan Boulevard in Tenaflly, New Jersey.
2. On or about April 21, 2012, Defendant, Brandon M. Moriarty was operating a motor vehicle/police cruiser owned by Defendant, Tenaflly Police Department and/or Defendant, Borough of Tenaflly in a southerly direction along Sylvan Boulevard in Tenaflly, New Jersey.
3. On or about April 21, 2012, Defendant, Brandon M. Moriarty was a servant, agent and/or employee of Defendant, Tenaflly Police Department and/or Defendant, Borough of Tenaflly and thereby Defendants are vicariously liable for the negligent, careless and/or reckless acts of the Defendant, Brandon M. Moriarty.
4. On or about April 21, 2012, Defendant, Tenaflly Police Department and/or Defendant, Borough of Tenaflly owned, operated, supervised, controlled, managed, repaired, and maintained the police cruiser/motor vehicle operated by Defendant, Brandon M. Moriarty in the Borough of Tenaflly, New Jersey.
5. On or about April 21, 2012, Defendant, Tenaflly Police Department and/or Defendant, Borough of Tenaflly permitted Defendant, Brandon M. Moriarty to operate a

motor vehicle/police cruiser owned by it/them in the Borough of Tenaflly, New Jersey.

6. On or about April 21, 2012, Defendant, Brandon M. Moriarty controlled, maintained, and/or operated a police cruiser/motor vehicle in a careless, reckless and negligent manner so as to cause a serious collision between his vehicle and the plaintiff's vehicle.
7. Plaintiff, Anthony Perez has notified Defendants of this claim in accordance with the notice requirements of N.J.S.A. 59:8-4 et seq.
8. Plaintiff, Anthony Perez has provided information and documentation to Defendants in accordance with N.J.S.A. 59:8-4 et seq.
9. On or about April 21, 2012, the Defendants, John Doe 1-5, John Doe, Inc. 1-5, and the ABC Corporation 1-5, the latter names being fictitious, the true identities being presently unknown, were the owners, operators, lessors, lessees and/or other negligent parties responsible for the injuries sustained by the Plaintiff, Anthony Perez.
10. At the aforementioned time and place, the Defendants operated their respective motor vehicles in a negligent manner and/or permitted the negligent operation of a motor vehicle so as to strike the Plaintiff's vehicle.

11. As a result of the negligence of the Defendants, jointly and/or severally, the Plaintiff, Anthony Perez sustained serious personal injuries including a significant limitation of use of a body function or system; permanent loss of use of a body organ, member, function or system; and permanent consequential limitation of use of a body organ or member; a fracture; significant disfigurement; dismemberment; an inability to perform substantially all of his usual and customary daily activities for at least ninety (90) days with resultant medical and other expenses, loss of income and reduced earning capacity, pain and suffering and an interference with the ability to engage in active pursuits; and an impairment of the quality of life.

WHEREFORE, Plaintiff, Anthony Perez demands judgment against the Defendants jointly and/or severally on the First Count for damages, interest and costs.

SECOND COUNT

1. The allegations of the FIRST COUNT are repeated as if realleged in full.
2. Defendant, Tenaflly Police Department, Defendant, Borough of Tenaflly and Defendants, Jane Doe 1-5, Jane Doe Inc. 1-5, and DEF Corporation 1-5, (the latter names being fictitious, the true identities being presently unknown)

are the parties responsible for screening, hiring, orienting, training, retaining, managing, controlling, and supervising Defendant, Brandon M. Moriarty.

3. At the aforementioned time and place, Defendants negligently screened, hired, oriented, trained, retained, managed, controlled, and/or supervised Defendant, Brandon M. Moriarty.
4. Defendants are directly liable for their own negligent failures in screening, hiring, orienting, training, retaining, managing, controlling, and supervising and/or permitted the wrongful conduct, fault, negligence, recklessness, carelessness and breach of duties of its agents, servants and employees, such as Defendant, Brandon M. Moriarty.
5. As a result of the negligence of the Defendants, jointly and/or severally, the Plaintiff, Anthony Perez sustained serious personal injuries including a significant limitation of use of a body function or system; permanent loss of use of a body organ, member, function or system; and permanent consequential limitation of use of a body organ or member; a fracture; significant disfigurement; dismemberment; an inability to perform substantially all of his usual and customary daily activities for at least ninety (90) days with resultant medical and other expenses, loss of income and reduced

earning capacity, pain and suffering and an interference with the ability to engage in active pursuits; and an impairment of the quality of life.

WHEREFORE, Plaintiff, Anthony Perez demands judgment against the Defendants jointly and/or severally on the Second Count for damages, interest and costs.

THIRD COUNT

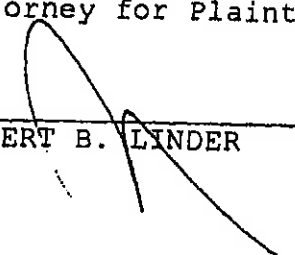
1. The allegations of the FIRST COUNT and SECOND COUNT are repeated as if realleged in full.
2. On or about April 21, 2012, Defendant, Brandon M. Moriarty, Defendant, Tenaflly Police Department and Defendant, Borough of Tenaflly were the owners, operators, lessors, lessees or other negligent parties responsible for the property damage sustained to the motor vehicle operated by the Plaintiff, Anthony Perez.
3. On April 21, 2012 Defendants Richard Roe 1-5, Richard Roe, Inc. 1-5 and the XYZ Corporation 1-5, said names being fictitious, the true identities being presently unknown were the owners, operators, lessors, lessees or other negligent parties responsible for the property damage sustained to the motor vehicle operated by the Plaintiff, Anthony Perez.
4. At the aforementioned time and place, the Defendants operated their respective motor vehicles in a negligent manner so as to strike the Plaintiff's motor vehicle.

5. As a result of the negligence of the Defendants, jointly and/or severally, the Plaintiff, Anthony Perez's motor vehicle sustained severe property damage.

6. To date, no payment has been made to Plaintiff, Anthony Perez for the insurance deductible for the motor vehicle repair/estimate of plaintiff's vehicle.

WHEREFORE, Plaintiff, Anthony Perez demands judgment against the Defendants jointly and/or severally on the Third Count for damages, interest and cost of suit.

ROBERT B. LINDER
Attorney for Plaintiff

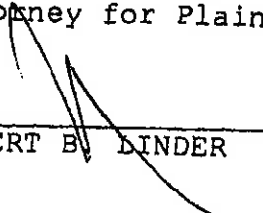

ROBERT B. LINDER

Dated: November 7, 2013

JURY DEMAND

Pursuant to Rule 4:35-1, the Plaintiff hereby demands a trial by jury on all issues.

ROBERT B. LINDER
Attorney for Plaintiff


ROBERT B. LINDER

DEMAND FOR INTERROGATORIES

Plaintiff demands that each Defendant answer Form C and C (1) Interrogatories as set forth in the Rules of Court.

DEMAND FOR INSURANCE COVERAGE

In accordance with R.4:10-2, plaintiff demands that each defendant provide a complete copy of his/her applicable liability insurance policies including any excess or umbrella policies with declaration sheets within thirty (30) days of service of this Complaint.

DEMAND FOR DOCUMENTS

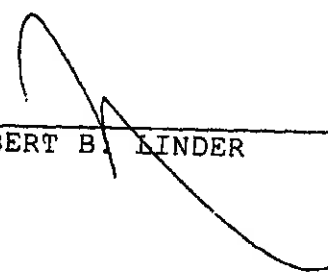
Plaintiff demands that each defendant, within thirty (30) days of service of this Complaint, each produce copies of their complete files regarding the accident.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R.4:25-4, James M. Pocchia, Esq. is hereby designated as Trial Counsel of this matter.

CERTIFICATION OF COUNSEL

Pursuant to Rule 4:5-1, the Plaintiff hereby certifies that the matter in controversy is not the subject of any other related action.



ROBERT B. LINDER

Dated: November 7, 2013

Appendix XII-B1

 CIVIL CASE INFORMATION STATEMENT (CIS) Use for Initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1 Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed		FOR USER BY CLERK'S OFFICE ONLY	
		PAYMENT TYPE: ☐ CK ☐ CC ☐ CA CHG/CK NO. _____ AMOUNT: _____ OVERPAYMENT: _____ BATCH NUMBER: _____	
ATTORNEY / PROSE NAME ROBERT B LINDER, ESQ.		TELEPHONE NUMBER (201) 894-1500	COUNTY OF VENUE Bergen
FIRM NAME (if applicable)		DOCKET NUMBER (when available) L-8605-13	
OFFICE ADDRESS 2 NORTH DEAN STREET, SUITE 208 ENGLEWOOD, NEW JERSEY 07631		DOCUMENT TYPE COMPLAINT	
NAME OF PARTY (e.g., John Doe, Plaintiff) ANTHONY PEREZ, PLAINTIFF		CAPTION ANTHONY PEREZ, PLAINTIFF, V. BRANDON M. MORIARTY, TENAFLY POLICE DEPARTMENT, BOROUGH OF TENAFLY, JOHN DOE 1-5, ET AL., DEFENDANTS	
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. IF YES, LIST DOCKET NUMBERS	
RELATED CASES PENDING? ☐ YES ☒ NO			
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			
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? ☐ YES ☒ NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? ☐ YES ☒ NO		IF YES, FOR WHAT LANGUAGE?	
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).			
ATTORNEY SIGNATURE: _____			



CIVIL CASE INFORMATION STATEMENT (CIS)

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

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

Track I - 150 days' discovery

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

Track II - 300 days' discovery

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

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 618 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)

- | | |
|--|---|
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 288 PRUDENTIAL TORT LITIGATION |
| 271 ACCUTANE/ISOTRETINOIN | 289 REGLAN |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 278 ZOMETHA/AREDA | 291 PELVIC MESH/GYNECARE |
| 279 GADOLINIUM | 292 PELVIC MESH/BARD |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 282 FOSAMAX | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 284 NUVARING | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 601 ASBESTOS |
| 287 YAZ/YASMIN/OCELLA | 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