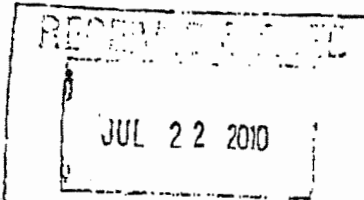


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FILE NO.: 34,878-S
STONE MANDIA, LLC
685 Neptune Boulevard
PO Box 846
Neptune, New Jersey 07754-0846
(732)531-4300
Attorneys for Plaintiffs



DOUGLAS KESSEL

Plaintiffs

vs.

HOWELL TOWNSHIP POLICE
 DEPARTMENT, PATROLMAN JOHN
 DOE, BADGE #189, TOWNSHIP OF
 HOWELL, COUNTY OF MONMOUTH,
 STATE OF NEW JERSEY, JOHN DOES
 1-10 representing presently unknown
 defendant and) ABC CORPORATIONS
 1-10 (representing presently unknown
 corporations and/or entities

Defendants

SUPERIOR COURT OF NEW JERSEY

: LAW DIVISION-OCEAN COUNTY

: DOCKET NO.:

Civil Action

22815.10

: COMPLAINT, JURY DEMAND,

: DESIGNATION OF TRIAL COUNSEL,

: DEMAND FOR INSURANCE

: INFORMATION, NOTICE TO

: PRODUCE, DEMAND FOR ANSWERS

: TO UNIFORM C AND C(1)

: INTERROGATORIES

Plaintiff, Douglas Kessel, residing at 316 Cambourne Drive, in the
 Township of Toms River, County of Ocean and State of New Jersey, by way of
 Complaint against the defendants, says:

FIRST COUNT

1. On or about the 15th day of January, 2009, the plaintiff, Douglas
 Kessel, was placed under arrest by the defendant, Patrolman John Doe, Badge
 #189. Defendant, Patrolman, John Doe, Badge #189, was employed by the

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Howell Township Police Department. This occurred on Route 9 northbound in the Township of Howell, County of Monmouth and State of New Jersey.

2. As a direct and proximate cause of the negligence of defendants, Patrolman John Doe, Badge #189, Howell Township Police Department, Township of Howell, County of Monmouth and State of New Jersey, in the apprehension, arrest, control and/or supervision of the plaintiff, Douglas Kessel, the plaintiff was placed in a the back of a squad car and was caused to sustain severe, serious and permanent injuries. He was caused to suffer great pain and anguish and will, in the future be caused to suffer great pain and anguish; he was caused to lose time from his employment and will, in the future, be caused to lose time from his employment; and he was caused to incur medical expenses and will, in the future, be caused to incur medical expenses.

WHEREFORE, plaintiff, Douglas Kessel, demands Judgment against the defendants, Patrolman John Doe, Badge #189, Howell Township Police Department, Township of Howell, County of Monmouth and State of New Jersey, individually, jointly and severally for damages, interest and cost of suit.

SECOND COUNT

1. Plaintiff, Douglas Kessel, repeats and realleges the allegations of the First Count of the Complaint, as if more fully set forth at length herein.

2. At the time and place aforesaid John Does 1-10 (representing presently unknown persons) and ABC Corporations 1-10 (representing presently

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unknown corporations and/or entities), negligently and/or carelessly participated in the arrest and apprehension of the plaintiff, Douglas Kessel.

3. As a direct and proximate result of the negligence of the defendants, John Does 1-10 (representing presently unknown persons) and ABC Corporations 1-10 (representing presently unknown corporations and/or entities), the plaintiff, Douglas Kessel, was caused to sustain severe, serious and permanent injuries. He was caused to suffer great pain and anguish and will, in the future, be caused to suffer great pain and anguish; he was caused to lose time from his employment and will, in the future, be caused to lose time from his employment; and he was caused to incur medical expenses and will, in the future be caused to incur medical expenses.

WHEREFORE, the plaintiff, Douglas Kessel, demands judgment against the defendants, John Does 1-10 (representing presently unknown persons) and ABC Corporations 1-10 (representing presently unknown corporations and/or entities), individually, jointly and severally for damages, interest and costs of suit.

THIRD COUNT

1. The plaintiff herein alleges that there was a breach of N.J.S.A. 39:4 et seq. and other regulations and that constitutes a statutory tort.

WHEREFORE, the plaintiff, Douglas Kessel, demands Judgment against the defendants, jointly, severally or in the alternative, for damages, interest and costs of suit.

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JURY DEMAND

PLEASE TAKE NOTICE that the plaintiffs demand a trial by jury as to all issues.

CERTIFICATION

I hereby certify that this matter is not the subject matter of any other suite, pending or contemplated, in any other court or arbitration proceeding.

DESIGNATION OF TRIAL COUNSEL

Plaintiffs hereby designate Richard B. Stone, Esq., as trial counsel in the above captioned litigation pursuant to R. 4:25-4.

NOTICE TO PRODUCE

Pursuant to Rule 3:18-1, the plaintiffs hereby demand that the defendants produce the following documentation within thirty (30) days as prescribed by the Rules of Court. Additionally, please be advised that the following requests are ongoing and continuing in nature and the defendants are therefore required to continuously update its response thereto as new information or documentation comes into existence.

1. The amounts of any and all insurance coverage covering the defendant, including but not limited to, primary insurance policies, secondary insurance policies and/or umbrella insurance policies. For each such policy of insurance, supply a copy of the declaration page therefrom.
2. Copies of any and all documentation or reports, including but not limited to, police reports, accident reports and/or incident reports concerning

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the happening of the incident in question or any subsequent investigation of same.

3. Copies or duplicates of any and all photographs, motion pictures, videotapes, films, drawings, diagrams, sketches or other reproductions, descriptions or accounts concerning the individuals involved in the incident in question, the property damage sustained, the accident scene, or anything else relevant to the incident in question.

4. Copies of any and all signed or unsigned statements, documents, communications, and/or transmissions, whether in writing, made orally or otherwise recorded by any mechanical or electronic means, made by any party to this action, any witness, or any other individual, businesses, corporation, investigative authority or other entity concerning anything relevant to the incident in question.

5. Copies of any and all documentation, including but not limited to, any contracts between the owner of the property or produce involved in the incident in question and any of the parties involved in this matter.

6. Copies of any and all documentation, including but not limited to, safety manuals, statutes, rules, regulations, books and/or industry standards which refer to, reflect or otherwise relate to the incident in question or any potential defense to the action in question.

7. Copies of any and all discovery received from any other parties to the action in question.

cc
cc

8. Copies of any and all reports on the plaintiffs received by the defendants or any other party to this suit, from either the Central Index Bureau (C.I.B.) or from any other source.

9. Copies of any and all medical information and/or documentation concerning the plaintiffs in this matter whether it concerns any medical condition of the plaintiff in this matter, whether it concerns any medical condition or treatment which took place before, during or after the time of the incident in question.

10. Copies of any and all records of any type subpoenaed by the defendant or received from any other source concerning the plaintiff or the incident in question.

11. Please be advised that the plaintiff hereby objects to the taking of any photographs, x-rays or other reproductions concerning the plaintiff or plaintiff's injuries at the time of the defense examinations.

12. Complete copies of defendant's cellular telephone records on the date of this accident.

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to R. 4:10-2(b), demand is hereby made that defendants disclose to plaintiffs attorney whether there are any insurance agreements or policies under which any person or form carrying on an insurance business may be liable to satisfy part or all of a judgment and provide plaintiff's attorney with true copies of such insurance agreements or policies, including but not limited


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to, any and all declaration sheets. This demand shall be deemed to include and cover not only primary coverage but also any and all excess catastrophe and umbrella policies.

DEMAND FOR ANSWERS TO INTERROGATORIES

Demand is hereby made on the defendants to answer fully and responsively Form C and Form C(1) Uniform Interrogatories, found in Appendix II, as provided by R. 4-17-1(b)(ii) and other applicable Rules of Court. Demand is hereby made that the Defendants answer the attached Supplemental Interrogatories as prescribed by the Rules of Court.

STONE MANDIA, LLC
Attorneys for Plaintiffs

BY: 
RICHARD B. STONE

Dated: July 19, 2010

PMAMC Claim Number: **L250900521**

GENERAL RELEASE
(No Medicare Involvement)

I. Consideration and Release of Claims

For the Sole Consideration of Fifteen Thousand Dollars (\$15,000.00), the receipt and sufficiency whereof is hereby acknowledged, the undersigned **DOUGLAS KESSEL** ("Releasing Party"), intending to be legally bound releases and forever discharges **HOWELL TOWNSHIP POLICE DEPARTMENT, PATROLMAN JOHN DOE, BADGE #189, TOWNSHIP OF HOWELL**, and any other person, partnership, firm, corporation or other entity charged or chargeable with responsibility or liability and his/her/their/its heirs, executors, administrators, agents, insurers and assigns, and in case of corporations, all of its parents, subsidiaries, and affiliates, and its or their predecessor or successor corporations, and its or their former and current directors, officers, employees, agents, insurers and attorneys (collectively referred to as the "Released Parties") none of whom admit any liability to the Releasing Party but all expressly deny any liability, from any and all debts, claims, demands, damages, actions, causes of action or suits and liabilities of any kind or nature whatsoever including any claim for contribution or indemnity and particularly on account of all injuries, known and unknown, both to person and property, which have resulted from or may in the future develop from an occurrence or incident which occurred on or about the *15th day of January, 2009, which is the subject matter of a law suit filed in the Superior Court of New Jersey, Law Division, Monmouth County, Docket Number, MON-L-5453-10, (the "Occurrence")*.

II. Warranty as to Medicare Involvement

The Releasing Party hereby understands and acknowledges that the Medicare, Medicaid and SCHIP Extension Act of 2007 (the "Extension Act") requires the reporting to designated representatives of Medicare any settlement in which all future claims are released and the injured party is either a current Medicare beneficiary or has the potential to be eligible for Medicare benefits within thirty months of the settlement. In further consideration of the settlement agreed to herein, the Releasing Party warrants and represents to the Released Parties, TPA, Insurer and their attorney(s) the following:

- Medicare has made NO CONDITIONAL PAYMENTS for any medical expense or prescription expense on my behalf related to the Occurrence.
- I am not, nor have I ever been a Medicare beneficiary.
- I am not currently receiving Social Security Disability Benefits.
- I have not applied for Social Security Disability Benefits.
- I have not been denied, nor have I appealed from a denial of Social Security Disability Benefits.
- I do not expect to be eligible for Medicare benefits within the next 30 months.
- I am not in End Stage Renal failure.
- No liens, including but not limited to liens for medical treatment by hospitals, physicians, or medical providers of any kind have been filed for the treatment of injuries sustained in the Occurrence.

III. Other Terms

The Releasing Party hereby acknowledges and agrees that he/she/they will satisfy from these proceeds any liens associated with the Occurrence and that he/she/they are solely responsible and liable for satisfaction of all liens and/or subrogation claims arising out of this Occurrence and that he/she/they will defend, indemnify and hold harmless the Released Parties should any claim be asserted against the Released Parties or their attorney(s) who are relying upon this representation.

This release shall be binding upon the Releasing Party and his/her/their/its successors, assigns, heirs, executors, administrators and legal representatives.

The Releasing Party hereby declares that the terms of this settlement have been completely read and are fully understood and voluntarily accepted for the purpose of making a full and final compromised settlement of any and all present and future claims, disputed or otherwise, on account of the injuries and damages above mentioned, and for the express purpose of precluding forever any further or additional claims arising out of the aforesaid occurrence or incident.

The Releasing Party further states that the foregoing release has been read carefully and the contents are known and this release is signed as my/our own free act and deed as the Releasing Party intends to be bound by its terms and conditions.

*** CAUTION. READ BEFORE SIGNING. THIS IS A RELEASE. ***

IN WITNESS WHEREOF,

I/We have hereunto set my/our hand(s) and seal(s) this _____ day of _____

Signature of Witness #1

Signature of Releasing Party #1

Printed Name of Witness #1

Printed Name of Releasing Party #1

Address of Witness #1

Address of Releasing Party #1

Signature of Witness #2

Signature of Releasing Party #2

Printed Name of Witness #2

Printed Name of Releasing Party #2

Address of Witness #2

Address of Releasing Party #2

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Subscribed and sworn to before me by DOUGLAS KESSEL this 10th day of December

Notary Public

CHRISTIE L. SEPERIS
A Notary Public of New Jersey
My Commission Expires 5/2/17

My Commission Expires: 5/2/17



Subscribed and sworn to before me by Name of Releasing Party #2 this _____ day of _____, 20 .

Notary Public

My Commission Expires: _____