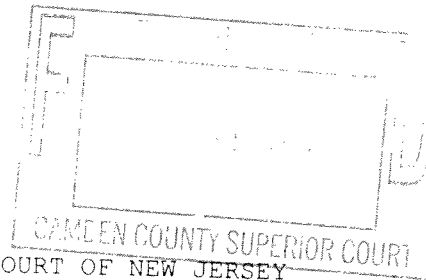


LAW OFFICES OF RICHARD M. JOSSELSO  
Richard M. Josselson, Esquire-009011976  
35 Kings Highway East-Suite 200  
Haddonfield, NJ 08033  
856-795-2050  
Attorney for plaintiffs



KIMBERLY HUCKEL, a minor,  
her parent and guardian ad  
litem, PATRICK HUCKEL and  
PATRICK HUCKEL, individually

: SUPERIOR COURT OF NEW JERSEY  
: CAMDEN COUNTY  
: LAW DIVISION

Plaintiff(s),

:

:

: DOCKET NO.

L-185-14

-vs-

:

: CIVIL ACTION

GARY L. D'ALESSIO, JR.,  
TOWNSHIP OF HADDON AND/OR  
HADDON TOWNSHIP POLICE  
DEPARTMENT

:

jointly, severally and/or  
in the alternative

: COMPLAINT

:

: JURY DEMAND

:

Defendants(s)

:

The plaintiff, Kimberly Huckel, a minor, by her parent and natural guardian, Patrick Huckel and Patrick Huckel, individually, residing at 64 Cedar Grove Drive, Erial/Gloucestter Township, County of Camden, State of New Jersey, by way of Complaint filed herein says:

**FIRST COUNT**

1. On or about the 11<sup>th</sup> day of February, 2012, Minor Plaintiff, Kimberly Huckel was a pedestrian who was lawfully walking in the crosswalk on Haddon Avenue at or near the intersection of Haddon Avenue & Stratford Avenue in the Township of Haddon, County of Camden, State of New Jersey.

2. At or about the aforementioned time and place, the defendant, Township of Haddon and/or Haddon Township Police Department, was the owner of a motor vehicle being operated by its agent, servant or employee, defendant, Gary L. D'Alessio, Jr., who was traveling southbound

on Haddon Avenue, at or near the intersection of Haddon Avenue & Stratford Avenue in the Township of Haddon, County of Camden, State of New Jersey.

3. The defendant, Gary L. D'Alessio, Jr., operated his vehicle in such a reckless, careless and negligent manner by causing same to strike the minor plaintiff, Kimberly Huckel, causing minor plaintiff, Kimberly Huckel to sustain serious bodily injuries.

4. As a result of the recklessness, carelessness and negligence of the defendant, Gary L. D'Alessio, Jr., the minor plaintiff, Kimberly Huckel, sustained severe pain and suffering and permanent injuries to various parts of her body, was required to seek and obtain medical attention and surgery, and may in the future be required to seek and obtain additional medical care and attention and will endure future pain and suffering.

WHEREFORE, the minor plaintiff, Kimberly Huckel, by her parent and natural guardian, Patrick Huckel, demands judgment against the defendant, Gary L. D'Alessio, Jr., individually, for damages together with costs of suit.

#### SECOND COUNT

1. Minor Plaintiff, Kimberly Huckel repeats the allegations contained in the First Count, paragraphs 1-4 above as more fully set forth herein.

2. At or about all aforementioned times, the defendant, Township of Haddon and/or Haddon Township Police Department was the owner of the police vehicle which the defendant, Gary L. D'Alessio, Jr., was operating as the agent, servant and/or employee of defendant, Township of Haddon and/or Haddon Township Police Department.

3. As a further result of negligence of the defendant, Township of Haddon and/or Haddon Township Police Department, the minor plaintiff, Kimberly Huckel, sustained severe pain and suffering and permanent

injuries to various parts of her body, was required to seek and obtain medical attention and surgery, and may in the future be required to seek and obtain additional medical care and attention and will endure future pain and suffering.

WHEREFORE, the minor plaintiff, Kimberly Huckel, by her parent and natural guardian, Patrick Huckel, demands judgment against the defendant, Township of Haddon and/or Haddon Township Police Department, individually, for damages together with costs of suit.

#### THIRD COUNT

1. Minor Plaintiff, Kimberly Huckel, by her parent and natural guardian, Patrick Huckel, repeats all allegations contained in the First Count and Second Count and incorporates the same herein by reference.

2. Plaintiff, Patrick Huckel, is the father of Kimberly Huckel and is responsible for her care, support and welfare.

3. By reason of the negligent acts of the Defendants as aforesaid, Plaintiff, Patrick Huckel, has been forced to expend substantial sums of money to cure his daughter of her injuries, and has been denied and deprived of the comfort, companionship, and services of his daughter, Kimberly Huckel.

WHEREFORE, Plaintiff, Patrick Huckel, individually, hereby demands judgment against the Defendants, Township of Haddon and/or Haddon Township Police Department, by its agent, servant and employee, the Defendant, Gary L. D'Alessio, Jr. individually, jointly, severally and/or in the alternataive for damages, together with costs of suit.

#### FIFTH COUNT

1. Minor Plaintiff, Kimberly Huckel and Patrick Huckel, parent and guardian of minor Plaintiff, Kimberly Huckel, repeat the allegations contained in the First Count, paragraphs 1-4 and the Second Count, paragraphs 1-3 and Third Count, paragraphs 3 above as more fully set

forth herein.

WHEREFORE, the minor Plaintiff, Kimberly Huckel by her parent and guardian Patrick Huckel, and Patrick Huckel, individually, demand judgment against the defendants, Gary L. D'Alessio, Jr., Township of Haddon and/or Haddon Township Police Department, individually, jointly, severally and/or in the alternative for damages together with costs of this suit.

**JURY DEMAND**

The minor plaintiff, Kimberly Huckel, by her parent and natural guardian, Patrick Huckel, and Patrick Huckel, individually, hereby demand a trial by jury as to all issues contained herein.

**CERTIFICATION**

I hereby certify that the matter in controversy is not the subject of any other action in any court or pending arbitration to my knowledge, and that no other action or arbitration proceeding is contemplated, except mandatory arbitration.

**DEMAND FOR ANSWERS TO INTERROGATORIES**

Please take notice that the Plaintiff hereby demands of the Defendant(s) answers to Form C and Form C1 Interrogatories in the manner and within the time prescribed by Rules of Court.

LAW OFFICES OF RICHARD M. JOSSELSO

By: RICHARD M. JOSSELSO  
Attorney for Plaintiffs

Dated: 1/14/14

GENERAL RELEASE

KNOW ALL PERSONS, that WE, KIMBERLY HUCKEL AND PATRICK HUCKEL, residing at 64 Cedar Grove Drive, Brial/Gloucester Township, New Jersey, (hereinafter "Releasors") in consideration of the payment of TWO HUNDRED AND FORTY THOUSAND DOLLARS (\$240,000.00), and for other valuable consideration, the sufficiency of which is hereby acknowledged, for ourselves, our heirs, our executors, administrators, successors and assigns, do hereby release and quitclaim unto GARY L. D'ALESSIO, JR. and THE TOWNSHIP OF HADDON, and all persons acting on behalf of the Township, individually and in their capacity as employees, agents, or representatives of said Township and their insurers and attorneys (hereinafter "Released Parties"), all manner of actions, causes of actions, debts, dues, claims and demands, both in law and equity, and in particular any and all claims arising out of the motor vehicle accident which occurred on or about February 11, 2012 on Haddon Avenue at or near its intersection with Stratford Avenue in Haddon Township, New Jersey, for which Releasors commenced the legal action pending in the Superior Court of New Jersey, Law Division, Camden County, Docket No: CAM-L-185-14 entitled Kimberly Huckel, et al. v. Gary L. D'Alessio, Jr., et. al., as well as any other alleged tortious actions or activities arising from this incident which may at this time, or any other time, be complained of by the Releasors against the Released Parties, their agents, servants, successors or assigns. It is the specific intent and purpose of this instrument to release and discharge any and all claims and causes of action of any kind or nature whatsoever, whether known or unknown and whether specifically mentioned herein or not, against which the said aforementioned Releasors, have now or ever have had, or will ever in the future have against the Released Parties, arising out of the motor vehicle incident described above, including, but not limited to, past, present and future pain and suffering, wrongful death, past and future medical expenses, lost earnings, orthopedic, psychological or emotional injuries or any direct or consequential claims of Releasors. This Release is meant to discharge any and all claims or causes of action of any kind whatsoever which may have arisen or which may arise out of or be derivative of any claim which the Releasors may have now or in the future may have against the Released Parties arising out of the above described motor vehicle accident.

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Releasors hereby agree and warrant that we will satisfy any and all present and future liens or debts including liens or debts for medical care, disability claims, Medicare or Medicaid liens, ERISA liens and attorney's liens arising out of or relating to the above referenced motor vehicle accident and/or the injuries allegedly resulting therefrom.

Releasors hereby further agree to hold harmless the Released Parties from and against any claims made by third-party payers, lienholders, or debtholders for present claims or claims which have not been brought heretofore and which are derivative of the injuries, pain and suffering, or other derivative causes of action arising out of the incident referred to above, or who otherwise claim an interest in the proceeds paid in the settlement of this matter.

Releasors understand that this settlement is a compromise of a disputed claim and that the payments specified herein are not to be construed as an admission of liability on the part of the Released Parties; but, on the contrary, liability is expressly denied by them.

We hereby certify that we are 18 years of age or older and that we have read this Release, understand it fully, and are signing it voluntarily after conferring with our counsel.

IN WITNESS WHEREOF, we hereto set our hands this 9<sup>th</sup> day of November, 2014.

Witness: [Signature]

Kimberly Huckel  
Kimberly Huckel

Witness: [Signature]

Patrick Huckel  
Patrick Huckel