

SUPERIOR COURT BERGEN COUNTY

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*Jim G. [Signature]*

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SUPERIOR COURT OF NEW JERSEY  
COUNTY OF BERGEN  
FINANCE DIVISION

JAMES M. POCCHIA, ESQ. 045571991  
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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 Tenafly, New Jersey.
2. On or about April 21, 2012, Defendant, Brandon M. Moriarty was operating a motor vehicle/police cruiser owned by Defendant, Tenafly Police Department and/or Defendant, Borough of Tenafly in a southerly direction along Sylvan Boulevard in Tenafly, New Jersey.
3. On or about April 21, 2012, Defendant, Brandon M. Moriarty was a servant, agent and/or employee of Defendant, Tenafly Police Department and/or Defendant, Borough of Tenafly 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, Tenafly Police Department and/or Defendant, Borough of Tenafly owned, operated, supervised, controlled, managed, repaired, and maintained the police cruiser/motor vehicle operated by Defendant, Brandon M. Moriarty in the Borough of Tenafly, New Jersey.
5. On or about April 21, 2012, Defendant, Tenafly Police Department and/or Defendant, Borough of Tenafly permitted Defendant, Brandon M. Moriarty to operate a

motor vehicle/police cruiser owned by it/them in the Borough of Tenafly, 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, Tenafly Police Department, Defendant, Borough of Tenafly 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

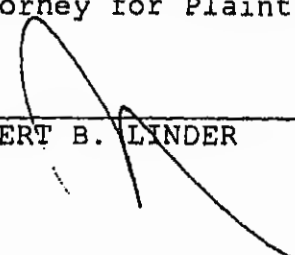
1. The allegations of the FIRST COUNT and SECOND COUNT are repeated as if realleged in full.
2. On or about April 21, 2012, Defendant, Brandon M. Moriarty, Defendant, Tenafly Police Department and Defendant, Borough of Tenafly were the owners, operators, lessors, lessees or other negligent parties responsible 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

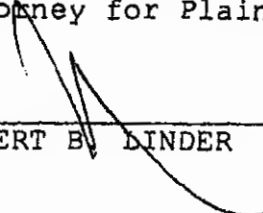
  
\_\_\_\_\_  
ROBERT B. LINDER

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

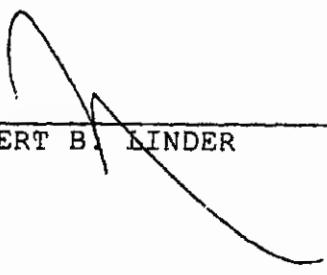
Plaintiff demands that each defendant, within thirty (30) days of service of this Complaint, each produce copies of their complete files regarding the accident.

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



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 Tenafly Police Department, and the Borough of Tenafly*  
(\$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 Tenafly, 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 W. 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 W. LINDER  
ATTORNEY AT LAW  
STATE OF NEW JERSEY