

**Garden State CLE presents:**



**“SIXTEEN P/I Pleadings that you  
simply must have and use  
FREQUENTLY!”**

**Lesson Plan**

# 1. Complaint and Jury Demand

Husband & Wife

Construction Claim

Commercial Vehicle  
Defendant

In Course & Scope of  
Employment



**Robert W. Rubinstein/ID 031821989**  
**THE RUBINSTEIN LAW FIRM, L.L.C.**  
1675 Whitehorse-Mercerville Road  
Suite 106  
Hamilton, NJ 08619  
(609) 392-7600  
Attorneys for Plaintiffs

**Cynthia Wiley and Donald Wiley, Wife and  
Husband,**

**Plaintiffs,**

**vs.**

**DiFalco Towing, Michael A. Novas and John  
Does 1-5,**

**Defendants.**

**SUPERIOR COURT OF NEW JERSEY  
MERCER COUNTY/LAW DIVISION**

DOCKET NO. MER-L-

**CIVIL ACTION**

**COMPLAINT and JURY DEMAND**

Plaintiffs, Cynthia Wiley and Donald Wiley, Wife and Husband, residing at 10 Maple Lane, Pennington, NJ, by way of complaint against defendants, says:

**General Allegations**

1. On October 11, 2011, plaintiff Cynthia Wiley was traveling South on Route 202-206 in Bridgewater, New Jersey slowing for traffic in front of her.
2. At all times material hereto, defendant, Michael A. Novas was the permissive user of a tow truck owned by defendant, DiFalco Towing and was traveling behind the plaintiff's car.
3. At all times material hereto, defendant Michael A. Novas was an employee and/or agent and/or servant and/or owner of defendant defendants, DiFalco Towing and/or John Does 1-5 and was in the course and scope of his employment and/or agency.
4. While plaintiff was slowing for traffic, she was hit from behind by defendant, Michael A. Novas's truck and thrust into the car in front of her.

**Count I-Negligence against Michael A. Novas**

5. Plaintiff, Cynthia Wiley repeats and realleges the allegations contained in paragraphs 1 through 4 as if fully set forth herein at length.

6. Defendant, Novas was negligent in the operation of his car in that:
  - (a) he was driving in a careless and reckless manner;
  - (b) he failed to make proper observations;
  - (c) he failed to keep his vehicle under control;
  - (d) he failed to keep a proper distance behind the car in front of him;
  - (e) he was in disregard of the rights of others using the public roadways; and
  - (f) was otherwise negligent and careless in violation of the motor vehicle laws of New Jersey.

7. As a direct and proximate result of defendant's negligence, plaintiff Cynthia Wiley, suffered severe bodily injury and resulting pain and suffering, disability, mental anguish, capacity for the loss of enjoyment of life, incurred medical costs and expenses, and wage losses. These injuries are permanent in nature and plaintiff will continue to suffer such losses for the remainder of her life.

**WHEREFORE**, plaintiff, Cynthia Wiley, demands judgment against the defendant, Michael A. Novas for compensatory damages, interest, costs and such other relief as this court deems equitable and just under the circumstances.

**Count II – Vicarious Liability against DiFalco Towing and/or John Does 1-5**

8. Plaintiff, Cynthia Wiley repeats and realleges the allegations contained in paragraphs 1 through 7 as if fully set forth herein at length.

9. At the time of the accident resulting from defendant Novas's negligence, defendant Novas was an employee and/or agent and/or servant and/or owner of defendants, DiFalco Towing and/or John Does 1-5 and was in the course and scope of his employment and/or agency.

10. Defendants DiFalco Towing and/or John Does 1-5 are vicariously liable for the negligent acts of its employee/agent/servant/owner, Novas.

11. As a direct and proximate result of defendant's negligence, plaintiff, Cynthia Wiley suffered severe bodily injury and resulting pain and suffering, disability, mental anguish, capacity for the loss of enjoyment of life, incurred medical costs and expenses, and household cleaning and maintenance expenses. These injuries are permanent in nature and plaintiff will continue to suffer such losses for the remainder of her life.

**WHEREFORE**, plaintiff, Cynthia Wiley, demands judgment against the defendants, DiFalco Towing and/or John Does 1-5, for compensatory damages, interest, costs and such other relief as this court deems equitable and just under the circumstances.

**Count Three – Loss of Consortium**

12. Plaintiff, Donald Wiley, repeats and realleges the allegations as set forth in paragraphs 1 through 11 as if fully stated herein.

13. At all time material hereto, plaintiff Donald Wiley was and is the husband of Cynthia Wiley.

14. As a direct and proximate result of the defendant's negligence, plaintiff Donald Wiley's wife sustained severe bodily injuries causing him to incur great expenses for hospital and medical treatment for his wife and has been prevented from and has been deprived of his wife's society, services, and consortium.

**WHEREFORE**, plaintiff, Donald Wiley, demands judgment against defendants for compensatory damages, interest, costs and such other relief as this court deems equitable and just under the circumstances.

**JURY DEMAND**

Plaintiffs hereby demand a trial by jury as to all issues so triable as a matter of right.

**DESIGNATION OF TRIAL COUNSEL**

**PLEASE TAKE NOTICE** that pursuant to Rule 4:25-4, Robert W. Rubinstein, Esquire is hereby designated as Trial Counsel in the within matter.

**CERTIFICATION**

It is hereby certified that the foregoing matter in controversy is not the subject of any other pending action in any Court or of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I further certify that there are no other parties of whom I am aware who should be joined in this action.

THE RUBINSTEIN LAW FIRM, L.L.C.  
Attorneys for plaintiffs

By: \_\_\_\_\_  
ROBERT W. RUBINSTEIN

Dated:

## 2. Verbal Threshold - Limitation on Lawsuit

Auto Complaint - Attached  
Certificate of Permanency



**Robert W. Rubinstein/ID 031821989**  
**THE RUBINSTEIN LAW FIRM, L.L.C.**  
1675 Whitehorse-Mercerville Road, Suite 106  
Hamilton, NJ 08619  
(609) 392-7600  
Attorneys for Plaintiff

**Mayra Ortiz,**

**Plaintiff,**

**vs.**

**Tyler Garay and Theresa Garay,**

**Defendants.**

**SUPERIOR COURT OF NEW JERSEY**  
**MERCER COUNTY/LAW DIVISION**

DOCKET NO. MER-L-

**CIVIL ACTION**

**COMPLAINT, JURY DEMAND and**  
**CERTIFICATION PURSUANT to**  
**N.J.S.A. 39:6A-8a**

Plaintiff, Mayra Ortiz, residing at 1 Hazel Hurst Avenue, Ewing, NJ, by way of complaint against defendants, says:

**Count I-Negligence**

1. On March 16, 2013, plaintiff, Mayra Ortiz was traveling west on Olden Avenue, Ewing, NJ when she stopped in traffic.
2. At all times material hereto, defendant, Tyler Garay was the operator and permissive user of a SUV traveling behind the plaintiff's SUV when he failed to stop and hit the plaintiff's SUV from behind.
3. At all times material hereto, defendant, Theresa Garay was the owner of the vehicle driven by defendant Tyler Garay.
4. At all times material hereto, defendant Tyler Garay was an employee and/or agent and/or servant of defendant, Theresa Garay and was in the course and scope of his employment and/or agency.
5. As such, defendant, Theresa Garay is vicariously liable for the actions of Tyler Garay.
6. Defendant was negligent in the operation of his car in that:
  - (a) he was driving in a careless and reckless manner;

- (b) he failed to keep a safe stopping distance between his SUV and the cars in front of him;
- (c) he failed to make proper observations;
- (d) he was in disregard of the rights of others using the public roadways; and
- (e) was otherwise negligent and careless in violation of the motor vehicle laws of New Jersey.

7. As a direct and proximate result of defendant's negligence, plaintiff Mayra Ortiz, suffered severe bodily injury and resulting pain and suffering, disability, mental anguish, capacity for the loss of enjoyment of life, incurred medical costs and expenses, and wage loses. These injuries are permanent in nature and plaintiff will continue to suffer such losses for the remainder of her life.

**WHEREFORE**, plaintiff, Mayra Ortiz, demands judgment against the defendants, Tyler Garay and Theresa Garay for compensatory damages, interest, costs and such other relief as this court deems equitable and just under the circumstances.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury as to all issues so triable as a matter of right.

**DESIGNATION OF TRIAL COUNSEL**

**PLEASE TAKE NOTICE** that pursuant to Rule 4:25-4, Robert W. Rubinstein, Esquire is hereby designated as Trial Counsel in the within matter.

**CERTIFICATION**

It is hereby certified that the foregoing matter in controversy is not the subject of any other pending action in any Court or of a pending arbitration proceeding, nor is any other action or arbitration proceeding contemplated. I further certify that there are no other parties of whom I am aware who should be joined in this action.

THE RUBINSTEIN LAW FIRM, L.L.C.  
Attorneys for Plaintiff

By: \_\_\_\_\_  
ROBERT W. RUBINSTEIN

Dated:

### 3. Auto Complaint

Verbal with Drunk Driving  
Defendant  
Punitive Damages

Dong v. Alape, 361 NJ  
Super. 106 (App. Div. 2003).



**THE RUBINSTEIN LAW FIRM, L.L.C.**  
1675 Whitehorse-Mercerville Road, Suite 106  
Hamilton, NJ 08619  
(609) 392-7600  
Attorneys for Plaintiff

**Kunal Sethi**

Plaintiff,

vs.

**Bruno Savo, Village Greens Shopping  
Center, Inc. and John Does 1-5,**

Defendants.

**SUPERIOR COURT OF NEW JERSEY  
MERCER COUNTY/LAW DIVISION**

DOCKET NO. MER-L-

**CIVIL ACTION**

**COMPLAINT, JURY DEMAND and  
CERTIFICATION PURSUANT to  
N.J.S.A. 39:6A-8a**

Plaintiff, Kunal Sethi, residing at 4 Mozart Court, East Windsor, New Jersey 08520, by way of complaint against defendants, says:

**General Allegations**

1. On March 31, 2012, plaintiff, Kunal Sethi was a passenger in a car driven by Kasturi Mungale traveling East on Route 33 near Twin Rivers Drive North.

2. At all times material hereto, defendant, Bruno Savo (Savo) was the operator and permissive user of a car traveling West on Route 33 when he crossed over into oncoming traffic and struck the plaintiff's car head-on.

3. At all times material hereto, defendant, Village Greens Shopping Center, Inc. (Village Greens) was the owner of the car driven by defendant Savo.

4. At all times material hereto, defendant Savo was an employee and/or agent and/or servant and/or owner of defendant defendants, Village Greens and/or John Does 1-5 and was in the course and scope of his employment and/or agency.

5. Upon information and belief, the defendant Savo was intoxicated at the time of the accident.

**Count I-Negligence against Bruno Savo**

6. Plaintiff, Kunal Sethi repeats and realleges the allegations contained in paragraphs 1 through 5 as if fully set forth herein at length.

7. Defendant, Savo was negligent in the operation of his car in that:

- (a) he was driving in a careless and reckless manner;
- (b) he was driving while intoxicated;
- (c) he failed to make proper observations;
- (d) he was in disregard of the rights of others using the public roadways; and
- (e) was otherwise negligent and careless in violation of the motor vehicle laws of New Jersey.

8. As a direct and proximate result of defendant's negligence, plaintiff Kunal Sethi, suffered severe bodily injury and resulting pain and suffering, disability, mental anguish, capacity for the loss of enjoyment of life, incurred medical costs and expenses, and wage losses. These injuries are permanent in nature and plaintiff will continue to suffer such losses for the remainder of his life.

**WHEREFORE**, plaintiff, Kunal Sethi, demands judgment against the defendant, Bruno Savo for compensatory damages, interest, costs and such other relief as this court deems equitable and just under the circumstances.

**Count II – Vicarious Liability against Village Greens Shopping Center, Inc. and John Does**

9. Plaintiff, Kunal Sethi repeats and realleges the allegations contained in paragraphs 1 through 8 as if fully set forth herein at length.

10. At the time of the accident resulting from defendant Savo's negligence, defendant Savo was an employee and/or agent and/or servant and/or owner of defendants, Village Greens Shopping Center, Inc. and John Does 1-5 and was in the course and scope of his employment and/or agency.

11. Defendants Village Greens Shopping Center, Inc. and John Does 1-5 are vicariously liable for the negligent acts of its employee/agent/servant/owner, Savo.

## 4. Sporting Event Injury

Assault

Intentional Act

Reckless Act

Crawn v. Campo, 136 NJ 494  
(1994)

Pleading to Fall within  
Coverage



**Robert W. Rubinstein/ID 031821989**  
**THE RUBINSTEIN LAW FIRM, L.L.C.**  
1675 Whitehorse-Mercerville Road  
Suite 106  
Hamilton, NJ 08619  
(609) 392-7600  
Attorneys for Plaintiff

**Glenn Gargan, as parent of Jake Gargan, a  
minor,**

Plaintiff,

vs.

**Timothy Boyce, a minor, Timothy Boyce and  
Ellen Boyce**

Defendants.

**SUPERIOR COURT OF NEW JERSEY  
MERCER COUNTY/LAW DIVISION**

DOCKET NO.: MER-

**CIVIL ACTION**

**Complaint and Jury Demand**

Plaintiff, **Glenn Gargan, as parent of Jake Gargan, a minor**, residing at 12 Monterey Drive, Princeton Jct., NJ 08550, by way of complaint against defendants, says:

**General Allegations**

1. On or about January 10, 2013, plaintiff, Jake Gargan was participating in a high school league soccer game at Bob Smith Soccer Academy for the Princeton AC Milan travel team.
2. Defendant, Timothy Boyce, a minor, was also a participant in the game for the Hulmeville Firebirds.
3. Defendants, Timothy Boyce and Ellen Boyce are the parents of defendant, Timothy Boyce, a minor.
4. Upon information and belief, defendant, Timothy Boyce, a minor, has a history of violent and aggressive behavior and had engaged in violent acts on the soccer playing field prior to the game of January 10, 2013.
5. Upon information and belief, the violent actions of defendant, Timothy Boyce, a minor, previously resulted in him being given a yellow and/or red card in soccer matches, which is given based on improper and aggressive play during a game.

I, Robert W. Rubinstein, an attorney - at - law of New Jersey, hereby certify as follows:

1. Plaintiff, Jake Gargan is a minor of the age 17 years.
2. Glenn Gargan is the father of the minor plaintiff.
3. Glenn Gargan does not have any interest in this action contrary to the interest of the minor plaintiff, Jake Gargan
4. Glenn Gargan has consented to act as the guardian ad litem of Jake Gargan, a minor in this action.
5. I certify that the foregoing statements made by me herein are true. I am aware that if any of the foregoing statements are wilfully false, I am subject to punishment.

Dated:

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ROBERT W. RUBINSTEIN

# 5. Auto Complaint

Negligent Entrustment

Dram Shop

John Doe



**GAYLORD, YUSKA, & RUBINSTEIN, LLC.**  
1230 Parkway Avenue Suite 203  
Trenton, NJ 08628  
(609) 771-8611  
Attorneys for Plaintiffs

**Rosalie Grey,**

Plaintiff,

vs.

**Trump Castle Associates, L.P. d/b/a Trump Marina Hotel Casino, L.P., John Devine, Ellen Finley and John Doe(s) A through Z (fictitious names) as one or more establishments, bar(s), Richard Roe(s) A through Z (fictitious names) as person or persons, owners of the bar, Jeff Doe(s) A through Z (fictitious names) as person or persons, employees of bar, individually, jointly, severally and/or in the alternative,**

Defendants.

**SUPERIOR COURT OF NEW JERSEY**  
ATLANTIC COUNTY/LAW DIVISION

DOCKET NO.

**CIVIL ACTION**

**COMPLAINT, JURY DEMAND and DEMAND FOR ANSWERS TO UNIFORM C and C(1) INTERROGATORIES**

Plaintiff, Rosalie Grey, residing at 35 Broadway, Holtsville, New York, by way of complaint against defendants, says:

1. On or about November 12, 2000, plaintiff, Rosalie Grey was a passenger in a car driven by Joan Fazio stopped at a red light westbound on Huron Avenue, Atlantic City, New Jersey.
2. At all times material hereto, defendant, John Devine (Devine) was the permissive user and operator of a car travelling west bound on Huron Avenue, Atlantic City, New Jersey behind the car in which plaintiff was a passenger.
3. At that time and place, the defendant Devine failed to stop at the red light and twice struck the rear of the car in which plaintiff was a passenger.
4. At all times material hereto, defendant Ellen Finley (Finley) was the owner of the car driven by defendant Devine.

## 6. Fall from Escalator

Wrongful Death

Survivor Claims

Products Liability

Dram Shop



**THE RUBINSTEIN LAW FIRM, LLC.**  
10 Rutgers Place  
Trenton, NJ 08618  
(609) 392-7600  
Attorneys for plaintiff

**Frank Gilbert, Sr., individually and in the capacity of general administrator and administrator ad prosequendum of the Estate of Frank Gilbert, Jr.,**

Plaintiff,

vs.

**Game On! Atlantic City, L.L.C.; Lyons Management Group a/k/a Lyons Group; The Pier Shops at Caesars; Atlantic Pier Associates, L.L.C.; Schindler Elevator Corporation; and John Doe(s) A through Z (fictitious names) as one or more establishments, bar(s), Richard Roe(s) A through Z (fictitious names) as person or persons, owners of the bar, Jeff Doe(s) A through Z (fictitious names) as person or persons, employees of bar, ABC Company 1 through 5 (fictitious names) as owners, possessors, occupiers, maintainers and/or supervisors of the commercial premises known as The Pier Shops at Caesar's, IPC International Corp., DEF Company 1 through 5 (fictitious names) was/were engaged in the business of providing security services and GHI Company 1 through 5, individually, jointly, severally and/or in the alternative,**

Defendants.

**SUPERIOR COURT OF NEW JERSEY  
MERCER COUNTY/LAW DIVISION**

DOCKET NO. MER-L-

**CIVIL ACTION**

**COMPLAINT and JURY DEMAND**

Plaintiff, **Frank Gilbert, Sr.**, individually and in the capacity of general administrator and administrator ad prosequendum of the estate of **Frank Gilbert, Jr.**, deceased, (Gilbert)

residing at 227 W Donna Drive, Pomona, New Jersey 08240, by way of complaint against defendants, says:

**GENERAL ALLEGATIONS**

1. Plaintiff is the father of Frank Gilbert, Jr., who died on August 9, 2008. Decedent left surviving him his father, Frank Gilbert, Sr. and his mother, Debbie Gilbert, the plaintiff herein, who suffered pecuniary losses because of his death.

2. On or about April 22, 2009, letters of administration were granted to plaintiff, Frank Gilbert by James A. Carney, Surrogate of Atlantic County, New Jersey thereby authorizing and empowering him to bring the survival action herein in his name as the general administrator and administrator ad prosequendum of the Estate of Frank Gilbert, Jr.

3. Plaintiff, Frank Gilbert, as decedent's survivor and the general administrator, is entitled to recover personal injury damages on behalf of the Estate of Frank Gilbert pursuant to N.J.S.A. 2A:15-3.

4. Plaintiff, Frank Gilbert also brings the wrongful death action herein, commenced within two years of the death of the decedent, on behalf of himself and all other eligible heirs at law, and is entitled to recover damages on behalf of the decedent's survivors pursuant to N.J.S.A. 2A:31-2.

5. At all times material hereto, defendants, Game On! Atlantic City, a New Jersey Limited Liability Company with its principal place of business in Atlantic City, New Jersey (Game On!), Lyons Management Group a/k/a Lyons Group, a business entity with its principal place of business in Boston, Massachusetts (Lyons) and/or Richard Roe(s) A through Z (fictitious names) as person or persons, owners of the bar, Jeff Doe(s) A through Z (fictitious names) as person or persons, employees of bar is/are licensed alcohol beverage server(s) within the meaning of the New Jersey Licensed Alcohol Beverage Server Fair Liability Act, N.J.S.A. 2A:22A-1. Et seq. and are the owners, operators, employees, agents and/or servants of each other of a tavern or bar doing business as Game On! Atlantic City at the defendant, The Pier Shops at Caesars, One Atlantic Ocean, Suite 3122, Atlantic City, New Jersey.

## 7. Answer to Form A Reg # 9

### Concerning Pre-existing Condition

Edwards v. Walsh, 397 NJ  
Super. 567 (App. Div. 2007).

Jury Charge 8.11F



Form answer to Form A interrogatory number 9 concerning pre-existing:

My neck, back, hand, wrist, leg, and foot symptoms, including the pain and numbness associated with my diagnosed lumbar radiculopathy, are not a re-aggravation of any previous injury, disease, illness, or condition. Except for minor occasional soreness or stiffness, following, for example, a long workday or strenuous activity, I did not have these symptoms before my motor-vehicle accident.

I understand, from the above opinions of the doctors who have treated or examined me, that my motor-vehicle accident may have aggravated previous degenerative conditions of my neck, back, and wrists or hands. Prior to this motor-vehicle accident, these possibly pre-existing conditions did not cause me the pain, numbness, and disability that I now have. Nor did the conditions cause me to seek the medical treatment, therapies, and surgeries that I have had since my accident.

For the purposes of full disclosure, as my medical records reflect, (insert prior injuries).

## 8. Tort Claims Notice



# Tort Claim Notice

February 8, 2013

**Via Certified Mail**  
Public Entity

Re: Injured person  
DOA:

Dear Sir/Madam:

This is to advise you that pursuant to *N.J.S.A. 59:8-4* a claim is being made against public entity for injuries and/or damages as follows:

1. Name and address of Claimant:

2. Notices to be sent to:

3. Date of incident/accident:

4. Circumstances of incident/accident:

5. Injuries/Damages:

Claimant suffered a significant and permanent injury to

Additional information to be supplied.

6. Identity of responsible Public Entity and/or employees:

7. Amount of Claim:

Undetermined at this point. Discovery is ongoing.

Very truly yours,

Robert W. Rubinstein

RWR/htf

THIS CLAIM FORM MUST BE FILED WITHIN NINETY (90) DAYS OF THE ACCIDENT OR OCCURRENCE OR YOU MAY FORFEIT YOUR RIGHTS (N.J.S. 59:8-1 ET SEQ).

CLAIM FOR DAMAGES AGAINST THE CITY OF TRENTON

File Number: \_\_\_\_\_

Forward To: Clerk of the City of Trenton  
City Hall  
319 East State Street  
Trenton, New Jersey 08608

Claimant:

1.

LAST NAME	FIRST	MIDDLE	DATE OF BIRTH
STREET ADDRESS			MAILING ADDRESS
CITY	STATE	ZIP CODE	SOCIAL SECURITY NUMBER
MARITAL STATUS			NUMBER OF DEPENDENTS
HOME PHONE			WORK PHONE

2. If notices and correspondence in connection with this claim are to be sent to a person other than the claimant, complete item #2.

NAME	MAILING ADDRESS
------	-----------------

Relationship to Claimant: Attorney at Law ( ) or \_\_\_\_\_  
RELATIONSHIP

3a. The occurrences of accident which gave rise to this claim.

DATE	TIME	A.M.	P.M.
------	------	------	------

b. Describe the location or place of the accident or occurrence.

MUNICIPAL

EXACT LOCATION OR OCCURRENCE  
(Indicate Exact Street  
Address Extension)

c. Describe how the incident or occurrence happened.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d. Draw a diagram of the area of the incident. Label all intersecting streets. Indicate "North" by an arrow. Indicate house number where applicable. Mark "X" at exact spot of occurrence and state distance in feet from nearest intersecting streets if spot is not otherwise identifiable. Indicate public property.

e. State the name and address of the City Department, Division or Agency that you claim caused your damage/injury.

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f. State the names of the City employees whom you claim were at fault, including any information that will assist in identifying and locating them.

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g. State the negligence or wrongful acts of the City Entity and City employees which caused your damage. (Explain fully.)

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h. State the name and address of all witnesses to the accident or occurrence.

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- i. State the names and address of all police officers and police departments who investigated the accident.

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- 4a. Claim for damages (check appropriate box):

( ) Personal Injury      ( ) Property Damage      ( ) Other

If Other, explain in detail: \_\_\_\_\_

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- b. If you claim personal injury:

1) Describe your injuries resulting from this accident or occurrence.

2) Do you claim permanent disability resulting from this accident or occurrence.

\_\_\_\_ YES,      \_\_\_\_ NO Explain in detail the nature and extent of all injuries claimed to be permanent disability.

3) For each hospital, doctor, or other practitioner rendering treatment, examination or diagnostic service, state:

Name of Hospital Doctor or Other Facility	Address	Date of Treatment	Amt. of Charges to Date	Amt. Paid or Payable by Other Sources Such Insurance
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5. If you claim lost wages or income as a result of this injury, state:

NAME OF EMPLOYER	ADDRESS OF EMPLOYER
YOUR OCCUPATION	DATE EMPLOYED AT THIS JOB
RATE OF PAY	DATES OF ABSENCE FROM WORK
TOTAL LOST WAGES TO DATE	IF STILL OUT OF WORK, EXPECTED DATE OF RETURN

NOTE: If you claimed lost of income arises from self-employment, or sources other than wages, attach an itemization showing the basis of your calculation of lost income.

6. Set forth any and all other losses claimed by you.

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7. If you claim property damage:

a. Describe the property damaged.

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b. The present location and time when the property may be inspected.

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c. Date property acquired: \_\_\_\_\_

d. Cost of Property: \$ \_\_\_\_\_

e. Value of Property at time of accident: \_\_\_\_\_

f. Description of Damage: \_\_\_\_\_

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g. Has the damage been repaired? \_\_\_\_\_ If so, by whom, when  
and cost of repairs: \_\_\_\_\_

h. Attach each estimate of repair costs to this form.

h. Describe in detail the lost claimed by you for property lost or damaged.

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i. Describe in detail all other items of lost and wages claimed by you and the method by which you made the calculation.

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8. STATE THE TOTAL AMOUNT OF YOUR CLAIM as of the date of the presentation of this claim. Include the estimated amount of any prospective injury, damage, or lost insofar as presently known. Set forth the basis of computation of the amount claimed if not already set forth herein.

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9. Have you made a claim against anyone else (including insurance companies for any of the losses or expenses claimed in this notice?)  
\_\_\_\_\_ YES \_\_\_\_\_ NO.

If yes, set forth the names and addresses of all persons and insurance companies against whom you have made such claim.

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10. Are any of the losses or expenses claimed herein covered by any policy of insurance? (This question must be answered even if you do not intend to make a claim against such insurance coverage.) \_\_\_\_\_ YES \_\_\_\_\_ NO.

For each policy, state the name and address of the insurance company, policy number and benefits paid or payable.

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11a. If this claim involves an automobile please state:

1) The name of the Insurance Company covering the automobile:

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2) The name of your local agent:

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3) Your policy number and dates of coverage:

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12. 1) State the name of your Homeowners' Insurance Company:

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2) The name of your local insurance agent:

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3) Your policy number:

13. If you have any other form or kind of indemnity, casualty, comprehensive or liability insurance please state:

1) The name or names of the insurance company(ies) and policy number(s)

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2) Type of coverage:

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3) The name and address of your local insurance agent:

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14. Have you received or agreed to receive any money from anyone for the damages claimed herein? \_\_\_\_\_ If so, set forth the details of such agreement. (Including your own insurance coverage together with medical and hospitalization coverage.)

15. The following items must be submitted with this notice:

- 1) Copies of itemized bills for each medical expense or other losses and expenses claimed.
- 2) Full copies of all written reports of all expert witnesses and treating physicians.
- 3) Copies of all written reports or statements of all witnesses.
- 4) A letter from your employer verifying your lost wages. If self-employed a statement showing the calculation of your claimed lost income.

16. Please specify, if known, whether the claim arises out of the activities of any of the following agencies or authorities.

\_\_\_\_\_ ~~Trenton~~ Mercer County War Memorial

\_\_\_\_\_ Trenton Housing Authority

\_\_\_\_\_ Trenton Public Library

\_\_\_\_\_ Trent House

\_\_\_\_\_ Neighborhood Community Center (Explain)

\_\_\_\_\_ Trenton Commons

\_\_\_\_\_ Trenton Parking Authority

\_\_\_\_\_ Trenton Parking Utility

\_\_\_\_\_ Any School Property or School Playground (Explain)

\_\_\_\_\_ Any Demolition Project (Explain)

\_\_\_\_\_ Any Municipal Construction Project (Explain)

17. State whether the incident has occurred on any \_\_\_\_\_ sidewalk,  
\_\_\_\_\_ street, or \_\_\_\_\_ bridge located in the City of Trenton

18. If yes, please give exact location \_\_\_\_\_

I hereby certify that the foregoing statements made by me are true, that the attached statements, bills, reports and documents are the only ones known to me to be in existence at this time. I am aware that if any statements made herein is willfully false, that I am subject to punishment provide by law.

DATED \_\_\_\_\_

\_\_\_\_\_  
CLAIMANT OR PERSON FILING  
ON BEHALF OF CLAIMANT

TO WHOM IT MAY CONCERN:

I hereby authorize any and all physicians, hospitals or other medical service facility to release to the City of Trenton any and all records, reports and other information concerning the treatment of the claimant name herein. Photocopies of this signed authorization are permitted.

\_\_\_\_\_  
SIGNATURE

(This form must be signed by claimant or the parents of the claimants who are minors.)

ALL INFORMATION REQUESTED IN THIS FORM MUST BE PROVIDED SO THAT FAIR AND FULL DISCLOSURE OF INFORMATION NECESSARY TO THE ORDERLY AND EXPEDIENT ADMINISTRATIVE DISPOSITION OF THE CLAIM MAY BE HAD. UNDER THE SCHEME OF THE NEW JERSEY TORT CLAIMS ACT, A GOVERNMENTAL ENTITY IS AFFORDED AT LEAST SIX MONTHS FROM THE DATE OF THE RECEIPT OF A COMPLETED CLAIM FORM TO REVIEW AND SETTLE MERITORIOUS CLAIMS. FAILURE TO PROVIDE COMPLETE ANSWERS TO ALL QUESTIONS AND/OR THE WITHHOLDING OF INFORMATION MAY RESULT IN FORFEITURE OF THE CLAIMANT'S RIGHTS (N.J.S. 59:8-1, et seq).

## 9. *Longworth* Letter UIM

### Consent to Settle

Longworth v. Ohio Casualty,  
223 NJ Super. 174 (App. Div.  
1988).



# THE RUBINSTEIN LAW FIRM, L.L.C.

ATTORNEYS AT LAW

**Robert W. Rubinstein**  
Certified by the New Jersey  
Supreme Court as a Civil Trial Attorney  
Admitted in NJ and FL

**Kristy L. Bruce**  
Admitted in NJ and PA

1675 Whitehorse Mercerville Road  
Suite 106  
Hamilton, NJ 08619  
(609) 392-7600  
Fax 609-964-1785  
(888) 392-7606

www.NJPA-LAW.com  
rrubinstein@njpa-law.com  
kbruce@njpa-law.com

January 9, 2014

**Via Fax (866) 743-2097 and regular mail**

Farmers' Insurance Group  
National Document Center  
P.O. Box 268995  
Oklahoma City, OK 73126-8995

**Attn: Claims Department**

**Re: Claimant: Naeem Shakir  
Your Insured: Naeem Shakir  
Claim No.: 1022600712  
D.O.A.: 11/14/2012**

Dear Sir/Madam:

We represent the above named policyholder, who involved in a car accident on November 14, 2012. Mr. Shakir holds an underinsured motorist endorsement on his policy with you with limits of \$100,000.00.

The accident described above resulted in a claim against the operator of the car, which collided with Mr. Shakir's car. On Thursday, January 9, 2014, we received a settlement offer from the tortfeasor's insurer in the amount of \$50,000.00, which represents the extent of "all available liability insurance," pursuant to *N.J.S. 17:28-1.1(e)*. A copy of the tender letter and proof of insured's policy limits will be forwarded shortly.

It is our present intention to accept the \$50,000.00 from the tortfeasor in exchange for providing the tortfeasor with a General Release.

We ask that you review *Longworth, et. al. v. Ohio Casualty, et. al.*, 223 N.J. Super. 174 (App. Div. 1988), and choose among the following options with respect to the offer of settlement we have received, as outlined above:

1. If you wish to have your potential rights of subrogation, as the UIM carrier, preserved, instruct us not to extend a General Release to the tortfeasor in settlement, in exchange for the

policy limits. If you choose this option, we hereby demand payment from you of \$50,000.00, at which point we will (a) assign our client's claim against the tortfeasor(s) to you up to the limits of our client's underinsured motorist recovery; and (b) proceed to underinsured motorist arbitration proceedings in the event we are unable to settle our client's pending UIM claim.

2. If you do not wish to pursue subrogation, we will, as contemplated, extend the General Release to the tortfeasor(s) in exchange for settlement of all claims.

Please be advised that we would like to resolve this matter with the tortfeasor(s) promptly. Consequently, please respond to this letter as soon as possible. If we fail to hear from you within the next thirty days as to either (1) your decision; or (2) a request for additional time to evaluate the situation, and your potential for subrogation, we will extend the General Release and proceed with our client's underinsured motorist claim.

Once you have had an opportunity to review the above, please call me to discuss this matter in greater detail. Please call me with any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Rubinstein".

Robert W. Rubinstein

RWR/htf

cc: Mr. Naeem Shakir

10. Letter to Tortfeasor re:

Preservation of  
Evidence/Spoliation

Callahan v. Stanley, 306 NJ  
Super. 488 (App. Div. 1997).



# THE RUBINSTEIN LAW FIRM, L.L.C.

ATTORNEYS AT LAW  
www.njpa-law.com

**Robert W. Rubinstein**

Certified by the New Jersey  
Supreme Court as a Civil Trial Attorney  
Admitted in NJ and FL  
rrubinstein@njpa-law.com

*New Jersey Office:*  
10 Rutgers Place  
Trenton, NJ 08618  
(609) 392-7600  
(609) 964-1785 fax

*Pennsylvania Office:*  
1528 Walnut Street  
Suite 1401  
Philadelphia, PA 19102  
(888) 392-7606

*Mailing Address:*  
P.O. Box 7984  
West Trenton, NJ 08628

**Kristy L. Bruce**

Admitted in NJ and PA  
kbruce@njpa-law.com

September 11, 2012

**Via Certified Mail**

Tropicana Casino and Resort  
2831 Boardwalk  
Atlantic City, NJ 08401  
Attn: Risk Management

Re: Claimant: Batia Ashuri  
DOA: 8/1/12

Dear Sir/Madam:

We represent Batia Ashuri concerning serious bodily injuries she sustained as a result of a fall which took place on August 1, 2012 in your premises on the casino level near the elevators to the guest rooms. As a result of this incident, our client sustained a very serious injury to her left elbow, resulting in surgery with an open reduction and internal fixation. The surgery was performed on an emergency basis at Atlanticare Regional Medical Center, City Campus.

It is our understanding that Tropicana maintains a video camera which records events in its hotel and casino, including the area where Ms. Ashuri fell. Presumably, that video has been maintained and kept in a secure manner to allow my office, on behalf of Ms. Ashuri to conduct a review and inspection of it, and secure a duplicate copy at our cost.

Kindly contact me at your earliest opportunity to discuss this matter and to make appropriate arrangements for the review of the video in question and to conduct an on-site inspection of the premises.

Further, this is to inform you of Tropicana's legal obligations under New Jersey law with respect to negligent or intentional acts of spoliation of evidence. Spoliation is the negligent or intentional concealment of evidence or other wrongful acts that would threaten my client's ability to pursue her legal rights in this matter. Please be on notice of the decisions in *Callahan v.*

# 11. Offer of Judgment

Rule 4:58-1 *et seq.*



**THE RUBINSTEIN LAW FIRM, L.L.C.**

10 Rutgers Place  
Trenton, New Jersey 08618  
(609) 392-7600  
Attorneys for Plaintiff

**Gary Lawery Jr. and Christine Lawery,  
Husband and Wife,**

Plaintiffs,

vs.

**Gregs Landscaping, Inc., William Naylor,  
Gregory Garnich, Darrin Talbert and  
George Dapper, Inc.,**

Defendants.

**SUPERIOR COURT OF NEW JERSEY  
MERCER COUNTY/LAW DIVISION**

DOCKET NO. MER-L-1439-12

**CIVIL ACTION**

**Offer of Judgment**

To: Elizabeth R. Brennan  
Zirulnik, Sherlock & DeMille  
1395 Yardville-Hamilton Square Rd.  
Hamilton, New Jersey 08691

-and-

Colleen M. Ready, Esq.  
Margolis Edelstein  
100 Century Parkway, Suite 200  
Mount Laurel, NJ 08054

**PLEASE TAKE NOTICE** that pursuant to *R. 4:58-1 et seq.*, the plaintiff, **Gary Lawery Jr.**, hereby makes an offer to take judgment against defendants, **Gregs Landscaping, Inc., William Naylor, Gregory Garnich, Darrin Talbert and George Dapper, Inc., jointly and severally**, for \$ 375,000.00 inclusive of costs accrued to the date hereof.

**TAKE FURTHER NOTICE** that if at any time prior to the tenth day before the captioned matter is first scheduled for trial or daily or weekly call (whichever is earliest) the within offer is accepted, notice of acceptance should be served upon the offeror herein and the clerk of court.

**TAKE FURTHER NOTICE** that the making of the within offer is a withdrawal of all previous offers made by the undersigned. In the event the offer is not accepted on or prior to the

## 12. *Rova Farms* Letter

Rova Farms v. Investors  
Insurance, 65 NJ 474 (1974)

Woods v. NJM, (unreported)



March 31, 2014

**Via Fax 732-751-3960 and Lawyers Service**

Jennifer A. Hindermann, Esq.  
Law Offices of Doreen M. Ryan  
Monmouth Shores Corporate Park  
1325 Campus Parkway, 2<sup>nd</sup> Floor  
Wall Township, NJ 07753

Re: Gregg Melvin v. Ruze  
Docket No.: MER-L-1776-05  
Demand: within policy limits

Dear Ms. Hindermann:

Enclosed please find a courtesy copy of the arbitration award and the offer of judgment which was served by the plaintiff.

While you are certainly aware of the obligations imposed upon your company by virtue of the cases, this language may not be known to your insured; and with this in mind, and knowing that you will, of course, be sending the estate a copy of this letter, we wish to quote the applicable law from the leading case in New Jersey of *Rova Farms Resort, Inc. vs. Investors Insurance Company of America*, (1974).

An insurer, having contractually restricted the independent negotiating power of its insured, has a positive fiduciary duty to take the initiative and attempt to negotiate a settlement within the policy coverage.

What this means, of course, is that the court will now reason back and independent of any opposing viewpoints relative to what the claim may or may not be worth, take the actual judgment as finally obtained as conclusive of that value, and, therefore, any settlement offer within the limits (and below the final verdict) will have been unreasonable rejected. In the actual

fact, the court is simply saying that the insurance company now gambles with its own money when it turns down an offer within the limits and not with its assured's money.

Certainly, there are two viewpoints in every lawsuit, and none of us can assume that our own appraisal is the perfect appraisal for a given case on the basis of either liability or damages. The Supreme Court recognizes these variations in judgment but makes clear that where the insurance company guesses wrong, it guesses wrong with its own money, once it rejects an offer to settle within policy limits.

Please be guided accordingly.

Very truly yours,

RWR/klb  
Enclosures  
c: Mr. Gregg Melvin

Robert W. Rubinstein

# 13. UIM Complaint



**THE RUBINSTEIN LAW FIRM, L.L.C.**  
1675 Whitehorse-Mercerville Road  
Suite 106  
Hamilton, NJ 08619  
(609) 392-7600  
Attorneys for Plaintiff

**Laura Wilson,**

Plaintiffs,

vs.

**NJM Insurance Company,**

Defendant.

**SUPERIOR COURT OF NEW JERSEY  
MERCER COUNTY/LAW DIVISION**

DOCKET NO. MER-L-

**CIVIL ACTION**

**COMPLAINT, JURY DEMAND and  
CERTIFICATION PURSUANT to**

Plaintiff, Laura Wilson, residing at 991 South Olden Avenue, Hamilton, NJ 08610, by way of complaint against defendant, says:

**General Allegations**

1. At all times material hereto, the plaintiff, Laura Wilson (Wilson) was insured pursuant to an automobile liability insurance policy issued by defendant, NJM Insurance Company (NJM) bearing policy number F847818-2.

2. The aforesaid automobile liability insurance policy provided coverage to the plaintiff for underinsured motorist (UIM) in the amount of \$100,000.00.

3. In the policy of insurance issued by the defendant, it is provided that the insurer shall pay all sums that a covered person is entitled to recover as damages from the owner of an underinsured vehicle due to bodily injuries sustained by the covered person in a motor vehicle accident caused by the operator of the underinsured vehicle.

4. On or about October 16, 2011, plaintiff, Laura Wilson was traveling south on Route 29 in Hopewell Township when a car driven by underinsured motorist, Mae Mickles

# 14. Motion for Protective Order with Brief concerning Deposition Conduct

Rule 4:10-3



**Robert W. Rubinstein/ID 031821989**  
**THE RUBINSTEIN LAW FIRM, L.L.C.**  
1675 Whitehorse-Mercerville Road  
Suite 106  
Hamilton, NJ 08619  
(609) 392-7600  
Attorneys for Defendants/Counterclaimants

Pat Lazor

Plaintiff,

vs.

John E. Dziadzio and Lisa G. Dziadzio,

Defendants/Counterclaimants/Third Party  
Plaintiffs

vs.

E. Alexander Lazor

Third Party Defendant

**SUPERIOR COURT OF NEW JERSEY**  
**SOMERSET COUNTY/ LAW DIVISION**

DOCKET NO. SOM-L-52-06

**CIVIL ACTION**

**Cross-Motion for Protective**

**Order**

TO: Donald P. Fedderly, Esq.  
88 Bartley Square, Bldg. B, Unit 4  
Flanders, NJ 07836

**PLEASE TAKE NOTICE** that the undersigned will apply to the above named Court located at Civil Court House, Somerset County Courthouse, 20 N. Bridge St., Somerville, NJ 08876 on **March 30, 2007 at 9:00 a.m.**, or as soon thereafter as counsel may be heard, for an order pursuant to R.4:10-3 for a protective order concerning the continued deposition of defendant/counterclaimants/third party plaintiff, John Dziadzio and ordering that the deposition be terminated.

R. 4:10-3 of the Rules Governing the Courts provides in pertinent part that:

Upon motion by a party or by the person from whom discovery is sought, and for good cause shown, the court may make any order which justice requires to protect a party or person from annoyance, embarrassment, oppression, or undue burden or expense, including, but not limited to, one or more of the following:

(b) That the discovery may be had only on specified terms and conditions, including a designation of the time or place....

In the case at hand, plaintiff's counsel has conducted himself like a playground bully rather than as a professional licensed attorney. Unfortunately, as a result of his conduct, defendant does not feel comfortable appearing for a **third day of deposition**, without some protection from plaintiff's counsel's abusive style. A sampling of counsel's improper conduct is set out below. It is respectfully submitted that the court's reading of the deposition transcripts will shed light on counsel's clear attempts to annoy, embarrass, oppress and unduly burden the plaintiff.

**Deposition of Lisa Dziadzio**

Q: I hear you saying that. I find it hard to believe, though Lisa?

A: Why.

Q: You say there is (a) house that you love, it cost, as you say, several million dollars. I mean, you are educated, you are obviously bright, you're alert, you know what's going on?

A: Correct.

Q: In my experience, a person would take a little more interest in their dream home they wanted to live in for the rest of their life when it is hanging by a thread, it is in a bunch of litigation, that's why. Does that make sense to you?

A: Absolutely.

Q: **Can you explain to me your ignorance?**

**P.45 ll 14-p. 46 ll 6.**

Q: It could be Mr. Palma?

A: It could be.

Q: You smiled just now. Why did you smile? **Is there something with Mr. Palma that we want to know about?**

A: Absolutely not, no.

**P. 56 ll 23-25 p. 57 ll 1-3.**

Q: I have the feeling that you are not being forthcoming with me. Is there any reason that I feel that way?

MR. RUBINSTEIN: I object to the form. There is not a question there.

MR. FEDDERLY: Yeah, it is.

MR. RUBINSTEIN: What's the question?

MR. FEDDERLY: I don't think the whether [sic] is being candid and forthright. I don't think you are.

MR. RUBINSTEIN: You are asking her if she's telling the truth.

MR. FEDDERLY: No, no. I don't think you are being candid and forthright.

THE WITNESS: Candid and forthright? I feel like I'm answering our questions.

MR. RUBINSTEIN: That's all you have to do.

Q: Do you know what candid and forthright means?

A: Up front, honest.

Q: Up front, exactly.

**P. 78 ll21-25, p. 79 ll1-19.**

Q: -- your wife did not believe Mr. Fritz? Is that what you're trying to say?

MR. RUBINSTEIN: John, wait. First, I want the record to reflect that counsel was going oh, oh, oh, oh throughout the course of the answer and you --

MR. FEDDERLY: Well, I finally figured what he's been trying to say, Rob. And you have no right to object.

**p. 220 II 2-25, p. 221 – 226 II 7**

As can be seen from the foregoing sampling of the deposition transcripts, plaintiff's counsel has acted like a petulant child during the majority of the depositions. He has belittled and attacked the witnesses personally, interrupted the witnesses and me and has otherwise acted in an intimidating and harrassive way. As set out in my certification, counsel has made inappropriate comments during breaks in the proceedings, including, but not limited to, comments about the height of Mr. Dziadzio and the personality of Mr. Dziadzio all designed to annoy and harass.

Rule 4:14-4 provides that if a party or deponent objects to the examination process as being "conducted or defended in bad faith or in such manner as unreasonably to annoy, embarrass, or oppress the deponent or party, or, in violation of R.4:14-3(c) or (f) ...;" then a telephone or formal motion can be made or a demand can be made to terminate the deposition. This rule is designed to protect the witness and counsel from unreasonable methods used in taking and defending the deposition. The motion should seek, and the order provide, for termination of the deposition or limitations on the "scope and manner of the taking of the deposition ...." The court may order expenses under Rule 4:23-1(c).

In addition to violating the Rules of Court, the actions of counsel in this case violate several of our Rules of Professional Conduct.

- RPC 3.2: "A lawyer shall ... treat with courtesy and consideration all persons involved in the legal process."

- RPC 4.4: "In representing a client, a lawyer shall not use means that have no substantial purpose other than to embarrass, delay or burden a third person ...."

## CONCLUSION

Based upon the foregoing facts and legal authorities, defendants/counterclaimants respectfully request that this court enter an order denying the plaintiff's motion to extend discovery. Additionally, defendants/counterclaimants respectfully request that this court enter an order granting their motion for a protective order concerning the continued deposition of defendant/counterclaimant, John Dziadzio and ordering that the deposition be terminated. Alternatively, should the court require Mr. Dziadzio appear for the completion of his deposition, it is respectfully requested that an order be entered (1) requiring that the deposition be conducted at the Somerset County Courthouse; (2) appointing a discovery master to oversee the deposition; (3) requiring plaintiff's counsel to treat Mr. Dziadzio and the undersigned with courtesy; (4) limiting the length of the continued deposition to 6 hours; and (5) awarding the defendants/counterclaimants their attorneys' fees and costs in bringing the motion.

Respectfully submitted,

By: \_\_\_\_\_  
Robert W. Rubinstein  
Attorney for defendants/counterclaimants

DATED:

# 15. Excessive Force - Federal Court Civil Rights Complaint

42 USCA 1983



**ROBERT W. RUBINSTEIN (5154)**  
**THE RUBINSTEIN LAW FIRM, L.L.C.**  
10 Rutgers Place  
Trenton, New Jersey 08618  
(609) 392-7600  
Attorneys for plaintiff

**Christopher Van Vorst,**

**Plaintiff,**

vs.

**New Jersey State Police, New Jersey State  
Police Trooper M. Gryp, Badge No. 6404  
and John Doe(s) (1-5),**

**Defendants.**

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW JERSEY**

**Civil Action No.**

**CIVIL ACTION**

**Complaint and Jury Demand**

Plaintiff, Christopher Van Vorst, residing at 231 Evergreen Drive, Bayville, NJ 08721, by and through undersigned counsel, by way of complaint against defendants, New Jersey State Police, New Jersey State Police Trooper M. Gryp, Badge No. 6404 and John Doe(s) (1-5) says:

**General Allegations**

1. This suit arises under the United States Constitution and the laws of the United States and is brought pursuant to 42 U.S.C. Section 1983, together with pendant state claims.
2. The court has jurisdiction over the plaintiff's claims pursuant to 28 U.S.C. Sections 1331 and 1343 as an action arising under the Constitution of the United States.
3. The plaintiff is a resident of the State of New Jersey and resides at 231 Evergreen Drive, Bayville, NJ 08721.
4. Defendant, New Jersey State Police is a New Jersey entity, with its principal place of business in West Trenton, NJ 08628.
5. Upon information and belief, defendant, New Jersey State Police Trooper M. Gryp, Badge No. 6404 is a New Jersey resident working out of Troop -E.
6. At all times material hereto, defendant, John Doe(s) (1-5) were the New Jersey State Troopers responsible for the arrest and use of excessive force against the plaintiff.

7. At all times material hereto, all defendants were acting under color of state law.

8. On or about August 9, 2008, plaintiff was attending the "Judas Priest" concert at the PNC Arts Center located in Holmdel, NJ.

9. At that time and place, defendant, New Jersey State Police Trooper M. Gryp, Badge No. 6404, observed the plaintiff throw a beer can at the ground in the direction of another patron with whom it appeared the plaintiff had a problem.

10. At that time and place, the defendant, New Jersey State Police Trooper M. Gryp, Badge No. 6404, without any warning or identification, ran at the plaintiff from behind and tackled him, from behind, causing the plaintiff to fall forward and sustain a fractured wrist and significant related injuries.

**Count I – Violation of 42 U.S.C. Section 1983 against all defendants**

11. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 10 as if fully set forth herein at length.

12. Defendants' actions as set forth above violated plaintiff's rights to substantive due process under the Fourteenth Amendment to the United States Constitution by subjecting him to arbitrary, capricious and unjustified governmental actions, by unreasonably and dangerously tackling him without any warning or identification while he was in defenseless position his back to the offending Trooper.

13. As a proximate result of defendants' actions, plaintiff was denied his due process rights afforded to him under the Fourth and Fourteenth Amendments of the Constitution, and suffered damage in the form of constitutional deprivation, emotional anguish and distress, physical injury culminating in significant disfigurement and other injuries.

14. Defendants inflicted cruel and unusual punishment on plaintiff, by, including but not limited to, unreasonably and dangerously taking a running start and tackling the plaintiff from behind without any warning, identification or provocation and otherwise violating the Fourth, Fourteenth and Eighth Amendment to the Constitution, which is actionable under 42 U.S.C. 1983 and affords Plaintiff remedies.

7. At all times material hereto, all defendants were acting under color of state law.

8. On or about August 9, 2008, plaintiff was attending the "Judas Priest" concert at the PNC Arts Center located in Holmdel, NJ.

9. At that time and place, defendant, New Jersey State Police Trooper M. Gryp, Badge No. 6404, observed the plaintiff throw a beer can at the ground in the direction of another patron with whom it appeared the plaintiff had a problem.

10. At that time and place, the defendant, New Jersey State Police Trooper M. Gryp, Badge No. 6404, without any warning or identification, ran at the plaintiff from behind and tackled him, from behind, causing the plaintiff to fall forward and sustain a fractured wrist and significant related injuries.

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14. Defendants inflicted cruel and unusual punishment on plaintiff, by, including but not limited to, unreasonably and dangerously taking a running start and tackling the plaintiff from behind without any warning, identification or provocation and otherwise violating the Fourth, Fourteenth and Eighth Amendment to the Constitution, which is actionable under 42 U.S.C. 1983 and affords Plaintiff remedies.

15. Defendants are liable for punitive damages under 42 U.S.C. Section 1983 because they were motivated by evil motive or intent and/or they showed a deliberate indifference, recklessness or callous indifference to the federally protected rights of plaintiff, thereby violating the United States Constitution.

16. As a direct and proximate result of defendants use of excessive force on the plaintiff, plaintiff suffered severe bodily injury and resulting pain and suffering, disfigurement, disability, mental anguish, capacity for the loss of enjoyment of life, incurred medical costs and expenses. These injuries are permanent in nature and plaintiff will continue to suffer such losses for the remainder of his life.

17. Pursuant to 42 U.S.C. Section 1988 plaintiff is entitled to recover his attorneys' fees and costs as a prevailing party.

**WHEREFORE**, plaintiff, Christopher Van Vorst, demands judgment against defendants, New Jersey State Police, New Jersey State Police Trooper M. Gryp, Badge No. 6404 and John Doe(s) (1-5) for compensatory damages, punitive damages, attorneys' fees, interest, costs and such other relief as this court deems equitable and just under the circumstances.

#### **Count II – Negligence against all Defendants**

18. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 10 as if fully set forth herein at length.

19. On or about August 9, 2008, defendant, New Jersey State Police Trooper M. Gryp, Badge No. 6404, in the course of his employment with defendant, New Jersey State Police, negligently and without any warning or identification, ran at the plaintiff from behind and tackled him, from behind, causing the plaintiff to fall forward and sustain a fractured wrist and significant related injuries.

20. As a direct and proximate result of defendants' negligence, plaintiff suffered severe bodily injury and resulting pain and suffering, disfigurement, disability, mental anguish, capacity for the loss of enjoyment of life, incurred medical costs and expenses. These injuries are permanent in nature and plaintiff will continue to suffer such losses for the remainder of his life.

**WHEREFORE**, plaintiff, Christopher Van Vorst, demands judgment against defendants, New Jersey State Police, New Jersey State Police Trooper M. Gryp, Badge No. 6404 and John

Doe(s) (1-5) for compensatory damages, interest, costs and such other relief as this court deems equitable and just under the circumstances.

**Count III – Intentional Tort/Gross Negligence against Defendants,**

21. Plaintiff repeats and realleges the allegations contained in paragraphs 1 through 10 as if fully set forth herein at length.

22. On or about August 9, 2008, defendant, New Jersey State Police Trooper M. Gryp, Badge No. 6404, in the course of his employment with defendant, New Jersey State Police, willfully and recklessly, without any warning or identification, ran at the plaintiff from behind and tackled him, from behind, causing the plaintiff to fall forward and sustain a fractured wrist and significant related injuries.

23. As a direct and proximate result of defendants' negligence, plaintiff suffered severe bodily injury and resulting pain and suffering, disfigurement, disability, mental anguish, capacity for the loss of enjoyment of life, incurred medical costs and expenses. These injuries are permanent in nature and plaintiff will continue to suffer such losses for the remainder of his life.

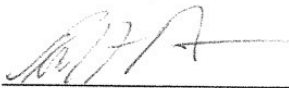
**WHEREFORE**, plaintiff, Christopher Van Vorst, demands judgment against defendants, New Jersey State Police, New Jersey State Police Trooper M. Gryp, Badge No. 6404 and John Doe(s) (1-5) for compensatory damages, punitive damages, interest, costs and such other relief as this court deems equitable and just under the circumstances.

**JURY DEMAND**

Plaintiff hereby demands a trial by jury as to all issues so triable as a matter of right.

THE RUBINSTEIN LAW FIRM, L.L.C.  
Attorneys for plaintiff

By: \_\_\_\_\_

  
ROBERT W. RUBINSTEIN (5154)  
THE RUBINSTEIN LAW FIRM, L.L.C.  
10 Rutgers Place  
Trenton, NJ 08618  
(609) 392-7600

Dated: 8/3/10

# 16. Letter to UIM Carrier to Intervene

Zirger v. General Accident Insurance, 144 NJ 327 (1996)



# THE RUBINSTEIN LAW FIRM, L.L.C.

ATTORNEYS AT LAW

**Robert W. Rubinstein**  
Certified by the New Jersey  
Supreme Court as a Civil Trial Attorney  
Admitted in NJ and FL

1675 Whitehorse Mercerville Road  
Suite 106  
Hamilton, NJ 08619  
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Fax 609-964-1785

www.NJPA-LAW.com  
rrubinstein@njpa-law.com  
kbruce@njpa-law.com

**Kristy L. Bruce**  
Admitted in NJ and PA

January 10, 2014

**Via Certified and Regular Mail**

NJM  
301 Sullivan Way  
West Trenton, NJ 08628  
Attn: UIM Claims

Re: **Claimant: Allen Sassman**  
**Insured: Sassman Enterprises, LLC**  
**Policy: B261890-8**  
**Claim: 12-917847**  
**DOA: 9/8/12**  
**Allen Sassman v. Brian Quickstad and James Quickstad**  
**Docket No.: MER-L-2169-13**

Dear Sir/Madam:

Please be advised that we represent your insured, Allen Sassman concerning significant personal injuries he sustained in an automobile accident on September 8, 2012. Mr. Sassman holds an uninsured/underinsured motorist endorsement on his policy with your company.

Additionally, enclosed is a filed copy of the complaint which was filed against the tortfeasor in the Mercer County Superior Court.

Because you have been given notice of the pending Superior Court action, the findings in the Superior Court may bind your company on the issues of liability and whether or not Allen was injured by the tortfeasor. See, *Zirger v. General Accident Ins. Co.*, 144 N.J. 327 (1996); *Parks v. Colonial Penn Ins. Co.*, 98 N.J. 42 (1984).

This letter shall serve as notice to New Jersey Manufacturer's Insurance Company of the

above and its right to intervene and participate in the pending Superior Court action, *Allen Sassman v. Brian Quickstad and James Quickstad*, Docket No.: MER-L-2169-13.

Very truly yours,

A handwritten signature in cursive script that reads "Robert W. Rubinstein". The signature is written in black ink and is centered below the typed name.

Robert W. Rubinstein

RWR/htf  
Enclosure  
C: Mr. Allen Sassman

**Garden State CLE presents:**



**“SIXTEEN P/I Pleadings that you  
simply must have and use  
FREQUENTLY!”**

**Lesson Plan**