

# Resolution of the City of Jersey City, N.J.

City Clerk File No. Res. 17-362

Agenda No. 10.X

Approved: APR 26 2017

TITLE:



## RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT OF TONI ROESCH V. JOURNAL SQUARE PLAZA URBAN RENEWAL ASSOCIATES V. CITY OF JERSEY CITY, ET AL.

**COUNCIL**  
following Resolution:

offered and moved adoption of the

**WHEREAS**, Toni Roesch ("plaintiff") filed a lawsuit in the Hudson County Superior Court bearing Docket No. HUD-L-1645-15; and

**WHEREAS**, the Corporation Counsel has recommended a settlement in the amount of \$16,500.00 because of the litigation risk involved; and

**WHEREAS**, the plaintiff has agreed to this settlement and has signed all required releases and dismissed the lawsuit with prejudice; and

**WHEREAS**, the necessary funds for this settlement are available in the City of Jersey City Insurance Fund Commission account.

**NOW THEREFORE, BE IT RESOLVED**, by the Municipal Council of the City of Jersey City that:

1. The Corporation Counsel is authorized to settle this lawsuit for \$16,500.00.
2. The Jersey City Insurance Fund Commission is authorized to issue a check in the amount of \$16,500.00 payable to plaintiff and her attorney.

CR/mw  
4/7/17

APPROVED: \_\_\_\_\_

APPROVED: \_\_\_\_\_  
Business Administrator

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Corporation Counsel

Certification Required ☒

Not Required ☐

**APPROVED 9-0**

RECORD OF COUNCIL VOTE ON FINAL PASSAGE 4.26.17											
COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.	COUNCILPERSON	AYE	NAY	N.V.
GAJEWSKI	✓			YUN	✓			RIVERA	✓		
GADSDEN	✓			OSBORNE	✓			WATTERMANN	✓		
BOGGIANO	✓			ROBINSON	✓			LAVARRO, PRES	✓		

✓ Indicates Vote

N.V.-Not Voting (Abstain)

Adopted at a meeting of the Municipal Council of the City of Jersey City N.J.

\_\_\_\_\_  
Rolando R. Lavarro, Jr., President of Council

\_\_\_\_\_  
Robert Byrne, City Clerk

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## **RESOLUTION FACT SHEET - NON CONTRACTUAL**

This summary sheet is to be attached to the front of any resolution that is submitted for Council Consideration. Incomplete or vague fact sheets will be returned with the resolution.

### **Full Title of Ordinance/Resolution**

RESOLUTION AUTHORIZING THE SETTLEMENT OF THE LAWSUIT OF TONI ROESCH V. JOURNAL SQUARE URBAN RENEWAL ASSOCIATES V. CITY OF JERSEY CITY, ET AL.

### **Initiator**

Department/Division	Law Department	Law Department
Name/Title	Chaunelle Robinson	Assistant Corporation Counsel
Phone/email	(201) 547-5228	Crobinson@jcnj.org

Note: Initiator must be available by phone during the agenda meeting (Wednesday prior to council meeting @ 4:00 p.m.)

### **Resolution Purpose**

The purpose of this resolution is to authorize the payment of settlement funds to Toni Roesch and her attorney to settle the above-referenced lawsuit. The City of Jersey City ("City") signed a triple net lease agreement with Journal Square Urban Renewal Associates ("JSQRA") for space at One Journal Square Plaza. The lease agreement requires the City to defend and indemnify JSQRA against personal injury occurring on the property. This lawsuit involves allegations that plaintiff fractured her ankle when she slipped and fell at One Journal Square Plaza.

**I certify that all the facts presented herein are accurate**

\_\_\_\_\_  
**Signature of Department Director**

\_\_\_\_\_  
**Date**

CR

*Typed*

JEREMY FARRELL,  
CORPORATION COUNSEL  
Chaunelle Robinson #908002012  
Assistant Corporation Counsel  
Jersey City Law Department  
CITY HALL - 280 Grove Street  
Jersey City, NJ 07302  
(201) 547-5229  
Attorney for Third Party Defendant, City of Jersey City

FILED  
TEAM #1

MAR 01 2017

SUPERIOR COURT OF NEW JERSEY  
COUNTY OF HUDSON  
CIVIL DIVISION #9

TONI ROESCH,

Plaintiff,

v.

JOURNAL SQUARE PLAZA URBAN  
RENEWAL ASSOC. LP and JOHN DOE  
person and/or persons unknown  
at this time)

Defendants.

-and-

JOURNAL SQUARE PLAZA URBAN  
RENEWAL ASSOC., LLP

Defendant/Third Party,  
Plaintiff,

v.

CITY OF JERSEY CITY, CRISTI  
CLEANING, CHUCK'S PROFESSIONAL  
CLEANING SERVICE, JOHN DOE 1-5,  
JANE ROE 1-5 and ABC CORP., 1-5  
(persons and/or entities  
unknown at this  
Time)

Third Party Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: HUDSON COUNTY

DOCKET NO.: HUD-L-1645-15


Civil Action

STIPULATION OF DISMISSAL  
WITH PREJUDICE

The matter in difference in the above captioned action having been amicably adjusted by  
and between the parties,

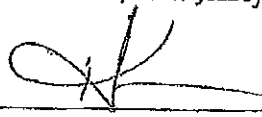
IT IS HEREBY stipulated and agreed that the Complaint <sup>and Third Party Complaint</sup> along with any and all Cross-  
claims be and are hereby dismissed WITH PREJUDICE, as to all parties.

Nat S. Amadeo, Esq.  
Amadeo & Miller  
1767 Kennedy Blvd.  
Jersey City, New Jersey 07305

  
Nat S. Amadeo, Esq.  
Attorney for Plaintiff

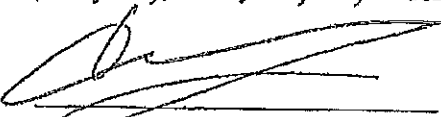
Dated: 2/6/17

Kelley Leyon, Esq.  
Staliades and Jackson  
Liberty Mutual Group  
9000 Midatlantic Drive, Suite 105  
Mount Laurel, New Jersey 08054

  
Kelley Leyon, Esq.  
Attorney for Third Party Defendant  
Chuk's Professional Cleaning

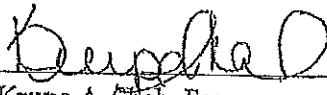
Dated: 2/24/17

Jeremy Farrell, Esq.  
Corporation Counsel  
City of Jersey City  
280 Grove Streets  
Jersey City, New Jersey City 07302

  
Chaunelle Robinson, Esq.  
Attorney for Defendant/Third Party Plaintiff  
Journal Square Plaza Urban Renewal Assoc.

Dated: 2/2/2017

Krupa A. Shah, Esq  
Litchfield Cavo, LLP  
420 Lexington Avenue, Suite 2104  
New York, New York 10170

  
Krupa A. Shah, Esq.  
Attorney for Third Party Defendant  
Cristi Cleaning

Dated: 2/27/17

**RELEASE AND SETTLEMENT OF ALL CLAIMS**

Matter: Toni Roesch v. Journal Square Plaza Urban Renewal Associates, LP v. City of Jersey City, Cristi Cleaning, Chuck's Professional Cleaning Service

Docket No.: HUD-L-1645-15

By this General Release dated February 7, 2017, **Toni Roesch** (known hereinafter as the "Releaser"), as the Releaser and Plaintiff in a Civil Action filed in the Superior Court of New Jersey, Law Division, Hudson County, Docket No.: **HUD-L-1645-15**, does, for herself, her successors, heirs, attorneys and assigns, for the consideration described below, hereby forever release, discharge and give up, as against the defendants, **Journal Square Plaza Urban Renewal Associates, LP and the City of Jersey City** (hereinafter known as "Releasees") every claim, cause of action, demand and right of every type and kind, known or unknown, raised or which could have been raised in the above mentioned Civil Action, including but not limited to: liens, attorney fees, expenses and costs of suit, and damages of any kind or description.

Releaser acknowledges and agrees that any such liens, attorney's fees and expenses will be paid and satisfied from the settlement proceeds. Further, Releaser consents to a dismissal, with prejudice, as to **Journal Square Urban Renewal Associates, LP and the City of Jersey City** of the Civil Action referenced above. For and in consideration of the below sum, Releaser hereby agrees to satisfy all liens or encumbrances which may apply to the above sum including but not limited to medical providers, medical insurance companies, HMO's, Medicare, Medicaid liens, Workers' Compensation liens, and any and all subrogation claims and hereby agrees to indemnify all the above named Releasees and their respective insurance carriers against any further liability for the satisfaction of any such liens or encumbrances.

In consideration and in exchange for this General Release, Releasees agree to pay the Releaser and to their attorney **Amadeo & Miller** the sum of **Sixteen Thousand Five Hundred Dollars (\$16,500.00)**, subject to approval, as required by law, of the Municipal Council of the City of Jersey City in full and complete satisfaction of any and all claims made or which could have been made by the Releasers against the Releasees.

It is understood and agreed that the payment of said amount by Releasees is not to be construed as an admission of liability on the part of the City of Jersey City and Journal Square Urban Renewal Associates but that said payment is in compromise and settlement of Releaser's claims; which are not admitted, but are denied and disputed. This Release is being given by Releaser voluntarily and not based on any representations or statements of any kind made by Releasees or their representatives, as to the merits, legal liability, or value of my claim or any other matter relating thereto. This release covers all actions, causes of action, claims, demands and cross-claims by reason of any damage, loss or injury, known or unknown, which may be traced either directly or indirectly to the incident which is the subject of the lawsuit, Docket No.: HUD-L-1645-15.

Releaser acknowledges that she has read this General Release and is signing it voluntarily. Releaser acknowledges that she had the opportunity to review the Release with the assistance of counsel. Releaser acknowledges that there have been no promises or representations made which are not contained within this document and that the Releaser signs this General Release as their voluntary obligations between the Releaser and the Releasees.

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



Toni Roesch

Date

2-7-2017

21 HERMAN DRIVE

SPOTSWOOD NJ 08884  
Address