

**RESOLUTION**  
of the  
**BOROUGH OF NEW PROVIDENCE**  
Resolution No. 2017-125

Council Meeting Date: 04-24-2017

Date Adopted: 04-24-2017

TITLE: RESOLUTION AUTHORIZING SETTLEMENT AGREEMENT AND  
GENERAL RELEASE BETWEEN THE BOROUGH OF NEW PROVIDENCE  
AND ARRIV SHAH.

Councilperson Muñoz submitted the following resolution, which was duly seconded by  
Councilperson Madden.

BE IT RESOLVED by the Mayor and Council of the Borough of New Providence,  
in the County of Union and State of New Jersey, that they do hereby approve and  
authorize the Settlement Agreement between Arriv Shah and the Borough of New  
Providence in the case captioned Shah v. Borough of New Providence Recreation, et  
al., Superior Court of New Jersey, Law Division, Union County, Docket No. L-000946-  
16, as set forth in the Judgement Approving Minor's Settlement and Directing Deposit  
of Funds dated April 17, 2017, a copy of which is attached hereto.

APPROVED, this 24<sup>th</sup> day of April, 2017.

RECORD OF VOTE

	AYE	NAY	ABSENT	NOT VOTING
GALLUCCIO	X			
GENNARO	X			
KAPNER	X			
MADDEN	X			
MUÑOZ	X			
ROBINSON	X			
MORGAN			TO BREAK COUNCIL TIE VOTE	

I hereby certify that the above resolution was adopted at a meeting of the Borough Council held on the 24<sup>th</sup> day of April, 2017.

Wendi B. Barry, Borough Clerk

Nicholas Caruso, Esq.  
Attorney ID # 041561985  
12 Diane Court, 2<sup>nd</sup> Floor  
POB 1022  
New Providence, NJ 07974  
**Attorney for Plaintiffs**

**FILED**  
APR 17 2017  
MARK P. CIARROCCA  
J.S.C.

**Aariv Shah, an infant by his Guardians  
Ad Litem, Mangesh Shah and Mamta  
Shah (birth parents); and Mangesh and  
Mamta Shah, Individually**

Plaintiffs  
vs.

**SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: UNION COUNTY**

**Docket No.: UNN L 946 - 16**

**Civil Action**

**Borough of New Providence Recreation;  
Pioneer Baseball Camp; Luca Vitale (a  
Minor) Fictitious /Unknown Camp  
Supervisors / Camp Teachers / Camp  
Directors / Camp Agents / Employees:  
1 – 8 (Fictitious and unknown Individuals)**

Defendants

**JUDGMENT APPROVING MINOR'S  
SETTLEMENT & DIRECTING THE  
DEPOSIT OF FUNDS**

This matter having come before the Court in accordance with **R. 4:44-3** on April 17, 2017, and Nicholas Caruso Esq., attorney for the plaintiffs, and Marc D. Mory, Esq., on behalf of Dvorak & Associates for defendant Borough of New Providence Recreation, and John Grossi III, Esq., on behalf of Carey and Grossi, for defendant Luca Vitale (a minor); and the attorneys for the parties having reported to the Court that they have arrived at a settlement of the minor plaintiff's claims between the plaintiffs and the defendants (gross settlement of **\$12,000**); and the Court having reviewed the hospital / medical documents, physician's certificate, and taken proofs on the record, concerning the minor's injuries, disabilities and medical expenses, and being satisfied that the settlement amount of **\$12,000** is fair and reasonable, and in the minor's interest:

IT IS on this 17 day of April, 2017, ORDERED and ADJUDGED that:

1. Judgment is entered on behalf of AARIV SHAH a minor by his Guardian *ad Litem*, in the total amount of **\$12,000**; as against defendant **Borough of New Providence Recreation** without costs and interest for **\$8,000**; and as against defendant **Luca Vitale (a minor)** without costs and interest for **\$4,000**.

2. The following deductions shall be made from the total / gross settlement and paid by the defendants in separate drafts as follows:
  - a. \$5,458.35 to be paid to the plaintiffs' attorney which reimburses \$611.13 for actual disbursements, costs and expenses; \$2,847.22 to satisfy the attorney's contingent fees (25%), and \$2,000.00 in satisfaction of the Lien identified and described below in Paragraph 2d.
  - b. Defendant **Borough of New Providence Recreation** shall issue separate checks: (1) \$5,458.35 payable (and mailed) to Attorney Trust Account of Nicholas Caruso, Esq.; and (2) \$2,541.65 payable (and mailed) to the "Surrogate of Union County Intermingled Trust Fund F/B/O AARIV SHAH, a minor.
  - c. Defendant **Luca Vitale (a minor)** shall issue a check for \$4,000 payable (and mailed) to the "Surrogate of Union County Intermingled Trust Fund F/B/O AARIV SHAH, a minor.
  - d. \$2,000 (from Mr. Caruso's Trust Account) to be paid to Calypso Subrogation (MS) Department, MS 227, POB 327, Seattle, WA, 98111-0327 in full satisfaction and entire payment of the Microsoft (Mrs. Shah's employer) plan – Premiera Blue Cross' lien – which is a self-funded ERISA plan and entitled to reimbursement.
3. MAMTA SHAH, birth mother and Guardian *ad Litem*, shall immediately apply to the Surrogate of Union County pursuant to R. 4:81 for the appointment of a guardian of the estate of the minor. It shall be the responsibility of the attorney for the plaintiff to insure that this appointment is completed.
4. Pursuant to R. 4:48A, the net recovery totaling \$6,541.65 for the benefit of the minor plaintiff, shall be issued by defendants – as detailed in Paragraph 2b & 2c above – payable to the "Surrogate of Union County Intermingled Trust Fund F/B/O AARIV SHAH, a minor," within 30 days of this Judgment.
5. It should be the responsibility of the attorney for the plaintiffs to insure that these deposits are completed. As such, defendants shall provide plaintiffs' attorney with copies of the checks and covers letters issued / submitted to the Union County Surrogate.
6. Upon payment of the minor's net recovery into the Surrogates' Intermingled Trust Fund, the posting of a bond by the person applying to be guardian of the minor's estate is dispensed with (i.e. not required) pursuant to N.J.S.A. 3B:15-16.
7. Monies may be withdrawn from said account only upon further order of the Superior Court of New Jersey, Chancery Division, Probate Part, pursuant to N.J.S.A. 3B:15-17, or upon the minor attaining majority pursuant to N.J.S.A. 3B:15-17.1.
8. The Guardian *ad Litem* shall provide the Surrogate with the minor's Social Security Number and a copy of the minor's birth certificate. Personal identifying information shall be redacted from said

documents and the same shall not be released to or made available for public scrutiny unless ordered to do so by the Superior Court.

9. The guardian of the minor's estate is not authorized to receive any additional funds or property on behalf of the minor, except upon application to the Superior Court, Chancery Division, Probate Part, where the terms or conditions for the receipt of additional funds or property may be fixed. Pursuant to N.J.S.A. 3B:12-37, said limitations shall be stated in the Letter of Guardianship certificates hereinafter issued by the Surrogate.
10. Upon qualifying, the Surrogate of Union County shall issue Letters of Guardianship for the Estate of Aariv Shah, a minor, and thereupon, said person appointed guardian be and hereby is authorized to perform all the duties and responsibilities of a guardian as allowed by law, except as limited herein.
11. The attorney for the plaintiff shall deliver a copy of this Judgment to all parties and the Surrogate of Union County within 30 days of the date hereof.
12. Upon defendants satisfaction of this Judgment as described and defined above, plaintiffs' attorney shall forthwith issue and submit to defendants' attorney the appropriate Warrants to Satisfy Judgment.

*subject to approval  
of the municipal  
governing body.*



HON. MARK P. CIARROCCA, J.S.C. J.S.C.

File No.: 1160-1511  
Marc D. Mory, Esq., Attorney # 018652001  
**Dvorak & Associates, LLC**  
390 George Street  
New Brunswick, New Jersey 08901  
(732) 317-0130; (732) 317-0140 (FAX)  
Attorneys for Defendant, Borough of New Providence

Aariv Shah, an infant by his Guardians Ad Litem,  
Mangesh Shah and Mamta Shah (birth parents);  
and Mangesh and Mamta Shah, Individually

Plaintiff,

v.

Borough of New Providence Recreation; Pioneer  
Baseball Camp; Fictitious/ Unknown Camp  
Supervisors/ Camp Teachers/ Camp Directors/  
Camp Agents/ Employees: 1-8 (Fictitious and  
unknown Individuals); and Infant-Male #1  
(Fictitious and unknown individual)

Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - BERGEN COUNTY  
Docket No.: UNN-L-946-16

Civil Action

**STIPULATION OF DISMISSAL  
WITH PREJUDICE AS TO PIONEER  
BASEBALL CAMP**

The matter in difference in the above-entitled action having been amicably adjusted by and between the Plaintiff, Aariv Shah and the Defendant, Borough of New Providence, it is hereby stipulated and agreed that the Plaintiff's Complaint against the Defendant, Borough of New Providence be and hereby is dismissed with prejudice and without fees and costs against any party.

**Nicholas Caruso, Esq.**  
Attorneys for Plaintiff, Aariv Shah

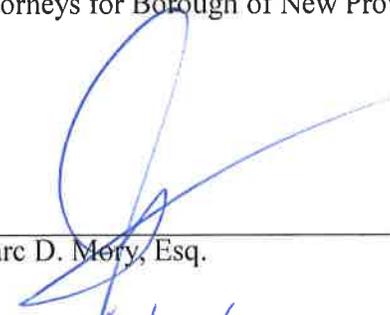


Nicholas Caruso, Esq.

Dated:

4/17/17

**Dvorak & Associates, LLC**  
Attorneys for Borough of New Providence

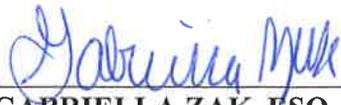


Marc D. Mory, Esq.

Dated:

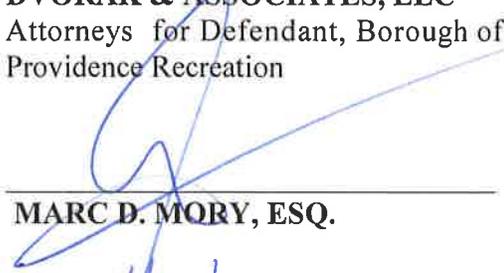
4/17/17

**CAREY & GROSSI**  
Attorneys for Defendant, Luca Vitale

  
\_\_\_\_\_  
**GABRIELLA ZAK, ESQ.**

Dated: 4/17/17

**DVORAK & ASSOCIATES, LLC**  
Attorneys for Defendant, Borough of New  
Providence Recreation

  
\_\_\_\_\_  
**MARC D. MORY, ESQ.**

Dated: 4/17/17

File No.: 1160-1511  
Marc D. Mory - Attorney I.D.: 018652001  
**Dvorak & Associates, LLC**  
390 George Street  
New Brunswick, New Jersey 08901  
(732) 317-0130; (732) 317-0140 (FAX)  
Attorneys for Defendant, Borough of New Providence Recreation

Aariv Shah, an infant by his Guardians Ad Litem, Mangesh Shah and Mamta Shah (birth parents); and Mangesh and Mamta Shah, Individually

Plaintiff,

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Borough of New Providence Recreation; Pioneer Baseball Camp; Luca Vitale (a Minor); Fictitious/ Unknown Camp Supervisors/ Camp Teachers/ Camp Directors/ Camp Agents/ Employees: 1-8 (Fictitious and unknown Individuals); and Infant-Male #1 (Fictitious and unknown individual)

Defendant.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: UNION COUNTY

Docket No.: UNN-L-946-16

Civil Action

***STIPULATION OF DISMISSAL  
WITH PREJUDICE***

The matter in difference in the above-entitled action having been amicably adjusted by and between the plaintiffs, Mangesh and Mamta Shah and the defendants, Borough of New Providence Recreation and Luca Vitale, it is hereby stipulated and agreed that the plaintiffs' First Amended Complaint against the defendants be and hereby is dismissed with prejudice and without fees and costs against any party.

**NICHOLAS CARUSO, ESQ.**  
Attorneys for Plaintiff, Mangesh Shah  
and Mamta Shah



**NICHOLAS CARUSO, ESQ.**

Dated: 4/17/17