

## BACKGROUND

The Plaintiff and the Paramount Theater entered into a contractual agreement on 7/28/2004 (**EX**) to hold an event at their facility. All parties agreed to 50 Officers and 40 Bonded Security Guards on 9/13/2004 (**EX**) that was increased from 25 Officers and 40 Bonded Guards on 7/22/2004 (**EX**). After the agreement was made Civilian Police Director Louis Jordan illegally applied the City's special events permit process on 9/17/2004 (**EX**). Mr Jordan performed operational functions and used police powers to interfere with the scheduled event while being prohibited from exercising such by a Superior Court of Law (**EX**) and was directed by the City to cease all law enforcement duties (**EX**). These material facts were concealed while these Public Officials had a duty to disclose material facts as per their special relationship of trust, to disclose all facts (discovered in 10/ 2024).

On or about 9/19/2004, The City and the Paramount Theater then colluded to cancel the event in violation of NJLAD, by stating in the interest of public safety (**EX**) which was buzz words to create concern after all parties agreed to 50 Officers and 40 Bonded Guards on 9/13/2004, that was recommended by Police Capt. Reed (**EX**), prior to Mr Jordan maliciously applying the City's special permit process that was unenforceable to deny the permit and force the cancellation. **The Defendants deliberately and fraudulently concealed these material facts related to the Superior Court Order and the validity of the City's special event permit** which directly caused the Plaintiff ascertainable financial harm that was in fact perpetuated by Mr Jordan's inflated theory, while being prohibited by the Superior Court and directed by the City to cease all law enforcement duties which all included; enforcing regulatory functions, Ordinance laws, conducting investigations and performing operational functions that are reserved for Sworn Officers, not Civilians. The concealment extended to their Attorneys in violation of RPC Ethics.

The Defendants violated the Superior Court's Order (Judicial Mandate), breached their own Ministerial Orders, concealed the material fact that Mr Jordan's actions were prohibited (**Docket Number: MER L-801-04**), in violation of the NJCFA. The Appropriate Authority failed to act after being made aware (Negligent Supervision), maliciously applied a permit process they knew was inapplicable and unenforceable, deprived the Plaintiff his rights provided in Ordinance 2362 and his benefits in the inapplicable permit assessment form pages 28 and 30, in violation of NJLAD and the 14th Amendment, failed to allow the Plaintiff to appeal the permit denial and concealed and omitted these material facts related to the Court Order and validity of the City's special events permit process from the City's insurance company's claim investigation (2005), litigation (2005), settlement (2006) and from the Monmouth County Division of Consumer Affairs (2009).

## FRAUDULENT CONCEALMENT RULE

New Jersey has also adopted the doctrine of fraudulent concealment, which tolls the statute of limitations to prevent wrongdoers from benefiting by fraudulently concealing a cause of action until the statute of limitations has run (*Prudential Ins. Co. of Am. v. U.S. Gypsum Co.*, 828 F. Supp. 287, 300 (D.N.J. 1993)). The doctrine tolls the running of the statute until the plaintiff discovers the cause of action or discovers facts that reasonably put him on notice of it (*Prudential*, 828 F. Supp. at 300). For example, if a plaintiff alleges fraud and the doctrine applies, the statute of limitations accrues on the date the fraud was or reasonably should have been discovered by the plaintiff (*Bauer v. Bowen*, 164 A.2d 357, 361 (N.J. Super. Ct. App. Div. 1960)).

## EQUITABLE TOLLING

Equitable estoppel may prevent a defendant from asserting the statute of limitations as a defense under certain circumstances. Equitable estoppel may apply:

- When a defendant's actions directly impact the plaintiff's decision on whether to file suit, for example, when a defendant has lulled a plaintiff into a false sense of security by representing that a claim will be amicably settled without litigation.
- When, based on the defendant's misrepresentations or failures to adhere to a legal duty to disclose, the plaintiff relied on the defendant's actions in not filing suit earlier.

(*Prudential Ins. Co. of Am. v. U.S. Gypsum Co.*, 828 F. Supp. 287, 303 (D.N.J. 1993).)