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Attorneys for Defendant

RICHARD WARD,

Plaintiff,

v.

PRINCIPIS CAPITAL, LLC,

Defendant.

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

DOCKET NO. HUD-L-001851-20

CIVIL ACTION

~~PROPOSED~~ **ORDER GRANTING  
MOTION TO DISMISS**

**THIS MATTER** having been brought before the Court on the motion of Defendant Principis Capital, LLC (“Principis”), for entry of an Order dismissing Plaintiff Richard Ward’s Complaint and Jury Demand (the “Complaint”), and the Court having considered the matter and good cause appearing:

**IT IS ORDERED** that the Motion shall be, and hereby is, **GRANTED**, and the Complaint is hereby dismissed with prejudice; and it is further

**ORDERED** that a copy of this Order shall be served, by e-mail, upon all counsel of record within seven (7) days of execution of this Order.

**SO ORDERED** on this 25<sup>th</sup> day of September, 2020.

*Mary K. Costello*  
\_\_\_\_\_  
Honorable Mary K. Costello, J.S.C.  
MKC

Opposed     Unopposed

The court received and considered opposition, reply and sur-reply papers. The salient facts are not in dispute. The Severance Agreement was self-executing in that if the offer was not accepted or otherwise negotiated within 21 days of "receipt" by Plaintiff, the offer was deemed revoked and there existed no right to severance. This language was clear and unambiguous. Plaintiff initially "received" two copies of the agreement on 2/7/20, in person, on the date of his termination. He mistakenly left them behind at his place of employment, discovered as much on 2/19/20 and immediately asked for it to be sent to him. It was sent and received on 2/24/20, leaving him another 4 days to sign or otherwise take action. this timeline is all corroborated by email and postal tracking and not in dispute. The agreement was not signed until 3/6/20 and not returned until 3/13/20. By the express terms of the agreement, the turn-around time was 21 days from receipt. Plaintiff "received" it on 2/7/20 and got his requested replacement on 2/24/20, within the 21-day turn-around period. There is no reasonable basis upon which Plaintiff could have reasonably assumed that the 21-day period was tolled between 2/7/20 and 2/24/20. There simply exists no viable cause of action on this instrument. Motion is GRANTED.