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HOBOKEN, NJ 07030

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Attorneys for Plaintiffs Hoboken Land Building, L.P. & Hoboken Holdings, L.P.

HOBOKEN LAND BUILDING, L.P., and
HOBOKEN HOLDINGS, L.P.,

Plaintiffs,

v.

CITY OF HOBOKEN, CITY COUNCIL OF
THE CITY OF HOBOKEN, RAVI S.
BHALLA, in his capacity as the Mayor of the
City of Hoboken, and KMS DEVELOPMENT
PARTNERS, L.P.

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
HUDSON COUNTY

DOCKET NO. HUD-L-4580-18

Civil Action

SUMMONS

FROM: State of New Jersey

TO: The Defendant Named Above: **RAVI S. BHALLA, IN HIS CAPACITY
AS MAYOR OF THE CITY OF
HOBOKEN**

The Plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, CN-971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must

ATLANTIC COUNTY:

Deputy Clerk of the Superior Court
Civil Division, Direct Filing
1201 Bacharach Blvd., First Floor
Atlantic City, New Jersey 08401

LAWYER REFERRAL

(609) 345-3444

LEGAL SERVICES

(609) 348-4200

BERGEN COUNTY:

Deputy Clerk of the Superior Court
Case Processing Section, Room 119
Justice Center, 10 Main Street
Hackensack, NJ 07601-0796

LAWYER REFERRAL

(201) 488-0044

LEGAL SERVICES

(201) 487-2166

BURLINGTON COUNTY:

Deputy Clerk of the Superior Court
Central Processing Office
Attn: Judicial Intake
First Fl., Courts Facility
49 Rancocas Road
Mt. Holly, NJ 08060

LAWYER REFERRAL

(609) 261-4862

LEGAL SERVICES

(800) 496-4570

CAMDEN COUNTY:

Deputy Clerk of the Superior Court
Civil Processing Office
1st Fl., Hall of Records
101 S. Fifth Street
Camden, NJ 08103

LAWYER REFERRAL

(856) 964-4520

LEGAL SERVICES

(856) 964-2010

CAPE MAY COUNTY:

Deputy Clerk of the Superior Court
Central Processing Office
9 N. Main Street
Cape May Court House, NJ 08210

LAWYER REFERRAL

(609) 463-0313

LEGAL SERVICES

(609) 465-3001

CUMBERLAND COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
60 West Broad Street
P.O. Box 10
Bridgeton, NJ 08302

LAWYER REFERRAL

(856) 696-5550

LEGAL SERVICES

(856) 691-0494

ESSEX COUNTY:

Deputy Clerk of the Superior Court
Civil Customer Service
Hall of Records, Room 201
465 Dr. Martin Luther King, Jr. Blvd.
Newark, NJ 07102

LAWYER REFERRAL
(856) 482-0618
LEGAL SERVICES
(973) 624-4500

GLOUCESTER COUNTY:

Deputy Clerk of the Superior Court
Civil Case Management Office
Attn: Intake
First F., Court House
1 North Broad Street, P.O. Box 129
Woodbury, NJ 08096

LAWYER REFERRAL
(856) 848-4589
LEGAL SERVICES
(856) 848-5360

HUDSON COUNTY:

Deputy Clerk of the Superior Court
Superior Court, Civil Records Dept.
Brennan Court House - 1st Floor
583 Newark Avenue
Jersey City, NJ 07306

LAWYER REFERRAL
(201) 798-2727
LEGAL SERVICES
(201) 792-6363

HUNTERDON COUNTY:

Deputy Clerk of the Superior Court
Civil Division
65 Park Avenue
Flemington, NJ 08862

LAWYER REFERRAL
(908) 735-2611
LEGAL SERVICES
(908) 782-7979

MERCER COUNTY:

Deputy Clerk of the Superior Court
Local Filing Office, Courthouse
175 South Broad St., P.O. Box 8068
Trenton, NJ 08650

LAWYER REFERRAL
(609) 585-6200
LEGAL SERVICES
(609) 695-6249

MIDDLESEX COUNTY:

Deputy Clerk of the Superior Court
Middlesex Vicinage
2nd Floor - Tower
56 Paterson Street, PO Box 2633
New Brunswick, NJ 08903-2633

LAWYER REFERRAL
(732) 828-0053
LEGAL SERVICES
(732) 249-7600

MONMOUTH COUNTY:
Deputy Clerk of the Superior Court
Court House
P.O. Box 1269
Freehold, NJ 07728-1269

LAWYER REFERRAL
(732) 431-5544
LEGAL SERVICES
(732) 866-0020

MORRIS COUNTY:
Deputy Clerk of the Superior Court
Civil Division
Washington and Court Streets
P.O. Box 910
Morristown, NJ 07960-0910

LAWYER REFERRAL
(973) 267-5882
LEGAL SERVICES
(973) 285-6911

OCEAN COUNTY:
Deputy Clerk of the Superior Court
Court House, Room 119
118 Washington Street
Toms River, NJ 08754
LAWYER REFERRAL
(732) 240-3666
LEGAL SERVICES
(732) 341-2727

PASSAIC COUNTY:
Deputy Clerk of the Superior Court
Civil Division
Court House
77 Hamilton Street
Paterson, NJ 07505

LAWYER REFERRAL
(973) 278-9223
LEGAL SERVICES
(973) 523-2900

SALEM COUNTY:
Deputy Clerk of the Superior Court
Attn: Civil Case Management Office
92 Market St.
Salem, NJ 08079

LAWYER REFERRAL
(856) 935-5629
LEGAL SERVICES
(856) 451-0003

SOMERSET COUNTY:
Deputy Clerk of the Superior Court
Civil Division Office
New Court House, 3rd Fl.
P.O. Box 3000
Somerville, NJ 08876

LAWYER REFERRAL
(908) 685-2323
LEGAL SERVICES
(908) 231-0840

SUSSEX COUNTY:

Deputy Clerk of the Superior Court
Sussex County Judicial Center
43-47 High Street
Newton, NJ 07860

LAWYER REFERRAL

(973) 267-5882

LEGAL SERVICES

(973) 383-7400

UNION COUNTY:

Deputy Clerk of the Superior Court
1st Fl., Court House
2 Broad Street
Elizabeth, NJ 07207-6073

LAWYER REFERRAL

(908) 353-4715

LEGAL SERVICES

(908) 354-4340

WARREN COUNTY:

Deputy Clerk of the Superior Court
Civil Division Office
Court House
413 Second Street
Belvidere, NJ 07823-1500

LAWYER REFERRAL

(973) 267-5882

LEGAL SERVICES

(908) 475-2010

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HOBOKEN LAND BUILDING, L.P., and
HOBOKEN HOLDINGS, L.P.,

Plaintiffs,

v.

CITY OF HOBOKEN, CITY COUNCIL OF
THE CITY OF HOBOKEN, RAVI S.
BHALLA, in his capacity as the Mayor of the
City of Hoboken, and KMS DEVELOPMENT
PARTNERS, L.P.

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
HUDSON COUNTY

DOCKET NO.

Civil Action

**COMPLAINT IN LIEU OF
PREROGATIVE WRITS**

Plaintiffs Hoboken Land Building, L.P. and Hoboken Holdings, L.P., by way of
complaint against Defendants City of Hoboken, City Council of the City of Hoboken, Ravi S.
Bhalla in his capacity of the Mayor of the City of Hoboken, and KMS Development Partners,
L.P., state:

COUNT 1

1. Hoboken Land Building, L.P. is a limited partnership of the State of Delaware
with an address of One Newark Street, Hoboken, New Jersey. Hoboken Land Building, L.P. is
the owner of real property in the City of Hoboken located at One Newark Street, designated as
Lot 10 in Block 230 on the City's tax map, and known as the Hoboken Land Building.

2. Hoboken Holdings, L.P. is a limited partnership of the State of Delaware with an address c/o National Realty & Development Corp., located at 3 Manhattanville Road, Suite 202, Purchase, New York. Hoboken Holdings, L.P. is the owner of real property in the City of Hoboken located at Two Hudson Place, designated as Lot 6.01 in Block 230 on the City's tax map, and improved with an eight-story office building known as Baker Waterfront Plaza.

3. Defendant City of Hoboken ("City") is a municipal corporation of the State of New Jersey located in Hudson County.

4. Defendant City Council of the City of Hoboken ("Council") is the governing body of the City of Hoboken.

5. Defendant Ravi S. Bhalla ("Mayor") is the Mayor of the City of Hoboken.

6. Defendant KMS Development Partners, L.P. ("KMS") is a Pennsylvania limited partnership.

7. Pursuant to the Local Redevelopment and Housing Law ("LRHL"), N.J.S.A. 40A:12A-1 et seq., the City, by resolution of the Council, designated certain properties within the City as areas in need of rehabilitation, which properties include land currently designated as Block 231.01, Lot 1 on the City's tax map and commonly known as 89 River Street ("Subject Property").

8. The Subject Property is located directly across Newark Street from and in close proximity to Plaintiffs' properties.

9. Thereafter, by ordinance of the Council adopted April 19, 2017, the City adopted the Hoboken Post Office Redevelopment Plan for land within the Hoboken Post Office Rehabilitation Area including the Subject Property ("Redevelopment Plan").

10. The Redevelopment Plan contemplates the redevelopment of the Subject Property with a hotel and ancillary facilities including a restaurant, banquet halls, meeting rooms and a bar, and with renovated facilities for the existing U.S. Post Office located on a portion of the Subject Property.

11. By resolution of the Council dated April 4, 2018, the City conditionally designated KMS as the redeveloper of the Subject Property.

12. KMS sought substantial changes and modifications to the Redevelopment Plan in order to substantially increase the size of the hotel permitted by the Redevelopment Plan, including increasing by approximately 20% the maximum Gross Floor Area (“GFA”) permitted by the Redevelopment Plan, increasing by approximately 25% the maximum number of rooms permitted by the Redevelopment Plan, and substantially reducing the “step back” from Newark Street required by the Redevelopment Plan in order to accommodate a larger hotel structure on the Subject Property.

13. KMS sought additional amendments to the Redevelopment Plan, including but not limited to reducing the off-street parking requirements.

14. The amendments to the Redevelopment Plan sought by KMS would increase traffic congestion, impair view sheds, reduce light, increase shadows and otherwise detrimentally affect the properties of Plaintiffs and other property owners and the people of Hoboken.

15. Defendant Mayor and City Council refused to accede to the amendments to the Redevelopment Plan sought by KMS unless and until KMS agreed to certain “givebacks” (sometimes euphemistically referred to as Community Benefit Payments), including, among others, payment of two million dollars to be utilized by the City for/towards community recreation facilities which may include, in the City’s sole discretion, a community pool; one

million dollars to the Hoboken Public Education Foundation, and \$485,000 to charter schools in the City (collectively “Giveback Payments”).

16. The Mayor negotiated a Redevelopment Agreement between the City and KMS, which provides that the Redevelopment Agreement is conditioned upon the City’s adoption of a proposed ordinance amending the Redevelopment Plan for the Subject Property (“Amended Redevelopment Plan”) appended to the Redevelopment Agreement. The Amended Redevelopment Plan includes, among other provisions, the amendments to the Redevelopment Plan set forth above.

17. The Redevelopment Agreement also requires KMS to make the Giveback Payments.

18. The Mayor has publicly stated that he would not have agreed to the Redevelopment Agreement but for the Giveback Payments.

19. At its meeting on October 17, 2018, the Council adopted a resolution authorizing the Mayor to sign the Redevelopment Agreement (“Resolution”).

20. Members of the Council have publicly stated that they would not have approved the Resolution but for the Giveback Payments.

21. The Giveback Payments constitute an exaction unrelated to legitimate land use concerns generated by the redevelopment of the Subject Property pursuant to the Redevelopment Plan or Amended Redevelopment Plan.

22. The Giveback Payments constitute a blatant *quid pro quo* for the City’s acquiescence to the Redevelopment Agreement.

23. The Giveback Payments amount to the sale by the City of the redeveloper designation, the Redevelopment Agreement, and the Amended Redevelopment Plan.

24. The Redevelopment Agreement (including the Amended Redevelopment Plan) is *ultra vires* the authority of the City, the Council, and the Mayor under the constitution and laws of the State of New Jersey, including but not limited to New Jersey Constitution Art. 4, §6, ¶2, the LRHL, the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

25. The Resolution authorizing the Mayor to sign the Redevelopment Agreement is *ultra vires* the authority of the City, the Council, and the Mayor under the constitution and laws of the State of New Jersey, including but not limited to New Jersey Constitution Art. 4, §6, ¶2, the LRHL, the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

26. The Resolution authorizing the Mayor to sign the Redevelopment Agreement is subversive of law, anathematic to public policy, and remedial only by vitiation of the Resolution.

27. The Council's adoption of the Resolution is arbitrary, capricious and unreasonable and, otherwise, *ultra vires* and contrary to law.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- a. Reversing the action of the Council adopting the Resolution authorizing the Mayor to sign the Redevelopment Agreement.
- b. Declaring that the Resolution is null and void.
- c. Declaring that the Redevelopment Agreement is null and void.
- d. For attorney's fees and costs of suit.
- e. For such other relief as may be just and equitable.

COUNT 2

28. Plaintiffs repeat all prior allegations.

29. The Redevelopment Agreement is arbitrary, capricious and unreasonable, contrary to sound land use planning, and contrary to public policy.

30. The Resolution and the Redevelopment Agreement are arbitrary, capricious and unreasonable, contrary to sound land use planning, and contrary to public policy.

31. The Resolution is *ultra vires* the authority of the City, the Council and the Mayor.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- a. Reversing the action of the Council adopting the Resolution authorizing the Mayor to sign the Redevelopment Agreement.
- b. Declaring that the Resolution is null and void.
- c. Declaring that the Redevelopment Agreement is null and void.
- d. For attorney's fees and costs of suit.
- e. For such other relief as may be just and equitable.

COUNT 3

32. Plaintiffs repeat all prior allegations.

33. The Hoboken Public Education Foundation is a non-profit, non-governmental entity that is not accountable to the people of the City of Hoboken, nor to elected or appointed officials in the City of Hoboken or the State of New Jersey.

34. The City is without legal authority to include in the Redevelopment Agreement the requirement that the redesignated redeveloper make a payment to a non-governmental entity such as the Hoboken Public Education Foundation.

35. Conditioning a redevelopment agreement and amendments to a redevelopment plan on the redeveloper making payments to a designated non-governmental entity such as the Hoboken Public Education Foundation promotes favoritism, cronyism, lack of accountability, lack of diversity, and is otherwise unlawful and *ultra vires*.

36. By virtue of the aforesaid, the Resolution and the Redevelopment Agreement are arbitrary, capricious and unreasonable, *ultra vires*, and otherwise contrary to law.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- a. Reversing the action of the Council adopting the Resolution authorizing the Mayor to sign the Redevelopment Agreement.
- b. Declaring that the Resolution is null and void.
- c. Declaring that the Redevelopment Agreement is null and void.
- d. For attorney's fees and costs of suit.
- e. For such other relief as may be just and equitable.

COUNT 4

37. Plaintiffs repeat all prior allegations.

38. The proposed Amended Redevelopment Plan appended to the Redevelopment Agreement, the adoption of which is a condition of the Redevelopment Agreement, provides that a comprehensive signage package must be submitted to the City for review and approval prior to the execution of the Redevelopment Agreement and that the approved signage package shall be included as an exhibit to the Redevelopment Agreement.

39. An approved comprehensive signage package is not included as an exhibit to the Redevelopment Agreement approved by the Resolution.

40. At the time the Council adopted the Resolution, KMS had not submitted a comprehensive signage package to the City.

41. At the time the Council adopted the Resolution, the City had not approved a comprehensive signage package.

42. By virtue of the aforesaid, the Resolution approving the Redevelopment Agreement is arbitrary, capricious and unreasonable.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- a. Reversing the action of the Council adopting the Resolution authorizing the Mayor to sign the Redevelopment Agreement.
- b. Declaring that the Resolution is null and void.
- c. Declaring that the Redevelopment Agreement is null and void.
- d. For attorney's fees and costs of suit.
- e. For such other relief as may be just and equitable.

COUNT 5

43. Plaintiffs repeat all prior allegations.

44. At its meeting on October 17, 2018, the Council introduced on first reading an ordinance adopting the Amended Redevelopment Plan.

45. At its meeting on November 7, 2018, the Council adopted on second reading the ordinance adopting the Amended Redevelopment Plan.

46. The Giveback Payments constitute a blatant *quid pro quo* for the Council's adoption of the Amended Redevelopment Plan.

47. The Giveback Payments amount to the sale by the City of the amendments to the Redevelopment Plan reflected in the Amended Redevelopment Plan.

48. The ordinance adopting the Amended Redevelopment Plan is *ultra vires* the authority of the City, the Council, and the Mayor under the constitution and laws of the State of New Jersey, including but not limited to New Jersey Constitution Art. 4, §6, ¶2, the LRHL, the Municipal Land Use Law, N.J.S.A. 40:55D-1 et seq.

49. The adoption of the Amended Redevelopment Plan is anathematic to public policy, and remedial only by vitiation of the ordinance adopting the Amended Redevelopment Plan.

50. The Council's adoption of the Amend Redevelopment Plan is arbitrary, capricious and unreasonable, and otherwise *ultra vires* and contrary to law.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- a. Reversing the ordinance adopting the Amended Redevelopment Plan.
- b. Declaring that the Amended Redevelopment Plan is null and void.
- c. For attorney's fees and costs of suit.
- d. For such other relief as may be just and equitable.

COUNT 6

51. Plaintiffs repeat all prior allegations.

52. The Amended Redevelopment Plan is arbitrary, capricious and unreasonable, contrary to sound land use planning, and contrary to public policy.

53. The ordinance adopting the Amended Redevelopment Plan is arbitrary, capricious and unreasonable, contrary to sound land use planning, and contrary to public policy.

54. The purported adoption of the Amended Redevelopment Plan is *ultra vires* the authority of the City, the Council and the Mayor.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- a. Reversing the ordinance adopting the Amended Redevelopment Plan.
- b. Declaring that the Amended Redevelopment Plan is null and void.
- c. For attorney's fees and costs of suit.
- d. For such other relief as may be just and equitable.

COUNT 7

55. Plaintiffs repeat all prior allegations.

56. In enacting the Open Public Meetings Act (“OPMA”), the Legislature determined that “the right of the public to be present at all meetings of public bodies, and to witness in full detail all phases of the deliberation, policy formulation, and decision making of public bodies, is vital to the enhancement and proper functioning of the democratic process.” N.J.S.A. 10:4-7.

57. Subject to limited exceptions not applicable here, the OPMA requires that “all meetings of public bodies shall be open to the public at all times.” N.J.S.A. 10:4-12.a.

58. Defendant Council is a “public body” within the meaning of the OPMA.

59. The October 17, 2018 meeting at which the Council adopted the Resolution is a “meeting” subject to the OPMA.

60. The meeting was noticed to begin at 7:00 PM in the Council Chambers at the Hoboken City Hall.

61. Prior to permitting members of the public to enter City Hall Defendants required each such member of the public to separately pass through a security checkpoint.

62. Well before 7:00 PM on October 17, 2018, many members of the public were endeavoring to enter City Hall in order to be present at and witness the Council’s meeting.

63. Well before 7:00 PM on October 17, 2018, there were City security personnel present at the security checkpoints.

64. Defendants required the public to wait outside of City Hall until 7:00 PM, and it was not until 7:00 PM that Defendants permitted members of the public to enter City Hall and commence passing through the security checkpoint, creating a time-consuming bottleneck at the security checkpoint.

65. As a result, members of the public, including those at and endeavoring to enter City Hall well before 7:00 PM, were precluded from being present at and witnessing a portion of the October 17, 2018 meeting.

66. By virtue of the aforesaid, the Council’s October 17, 2018 meeting did not conform with the provisions of the OPMA and the action taken by the Council at said meeting is null and void.

WHEREFORE, Plaintiffs demand judgment against Defendants as follows:

- a. Declaring that the Council’s October 17, 2018 meeting did not conform with the provisions of the OPMA.
- b. Declaring that the action taken by the Council at the October 17, 2018 meeting is void.
- c. Declaring that the Resolution is null and void.
- d. Declaring that the Redevelopment Agreement is null and void.
- e. Reversing the ordinance adopting the Amended Redevelopment Plan.
- f. Declaring that the Amended Redevelopment Plan is null and void.
- g. For attorney’s fees and costs of suit.
- h. For such other relief as may be just and equitable.

CERTIFICATIONS

Pursuant to R. 4:5-1, I hereby certify that the subject matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, and that no such other action or arbitration proceeding is contemplated. I further certify that there is no other party that should be joined in this action pursuant to R. 4:28 or that is subject to joinder pursuant to R. 4:29-1(b). Pursuant to R. 1:38-7(c), I hereby certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents

submitted in the future in accordance with R. 1:38-7(b). Pursuant to R. 4:69-4, I hereby certify that all necessary transcripts of the proceedings in this matter have been ordered.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:5-1(c), Paul H. Schneider, Esq. is hereby designated as trial counsel in this action.

GIORDANO, HALLERAN & CIESLA, P.C.
Attorneys for Plaintiffs

By: 

PAUL H. SCHNEIDER, ESQ.

Dated: November 15, 2018

Docs #3430195-v1

Civil Case Information Statement

Case Details: HUDSON | Civil Part Docket# L-004580-18

Case Caption: HOBOKEN LAND BUILDING, LP VS CITY OF HOBOKEN
Case Initiation Date: 11/15/2018
Attorney Name: PAUL H SCHNEIDER
Firm Name: GIORDANO HALLERAN & CIESLA, PC
Address: 125 HALF MILE ROAD SUITE 300 RED BANK NJ 07701
Phone:
Name of Party: PLAINTIFF : Hoboken Land Building, LP
Name of Defendant's Primary Insurance Company (if known): None

Case Type: ACTIONS IN LIEU OF PREROGATIVE WRITS
Document Type: Complaint
Jury Demand: NONE
Hurricane Sandy related? NO
Is this a professional malpractice case? NO
Related cases pending: NO
If yes, list docket numbers:
Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

[Redacted area]

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b)

11/15/2018
Dated

/s/ PAUL H SCHNEIDER
Signed

HUDSON COUNTY SUPERIOR COURT
HUDSON COUNTY
583 NEWARK AVENUE
JERSEY CITY NJ 07306

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (201) 217-5162
COURT HOURS 8:30 AM - 4:30 PM

DATE: NOVEMBER 15, 2018
RE: HOBOKEN LAND BUILDIN G, LP VS CITY OF HOBOKEN
DOCKET: HUD L -004580 18

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 4.

DISCOVERY IS PRESUMPTIVELY 450 DAYS BUT MAY BE ENLARGED OR SHORTENED BY THE JUDGE AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE MANAGING JUDGE ASSIGNED IS: HON JOSEPH A. TURULA

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001
AT: (201) 795-6116.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE WITH R.4:5A-2.

ATTENTION:

ATT: PAUL H. SCHNEIDER
GIORDANO HALLERAN & CIESLA, PC
125 HALF MILE ROAD SUITE 300
RED BANK NJ 07701

ECOURTS