

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: JULY 27, 2015
RE: PORRES VS STACK ET AL
DOCKET: HUD L -003119 15

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 3.

DISCOVERY IS 450 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON BARRY P. SARKISIAN

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: LOUIS A. ZAYAS
ZAYAS LOUIS A
8901 KENNEDY BLVD
STE 55
NORTH BERGEN NJ 07047

JUJTIBO

JUL 21 2015

SUPERIOR COURT OF NEW JERSEY
COUNTY OF HUDSON
CIVIL DIVISION #3

LOUIS A. ZAYAS, ESQ.
LAW OFFICES OF LOUIS A. ZAYAS, L.L.C.
8901 Kennedy Boulevard, Suite 5S
North Bergen, NJ 07047
(201) 977-2900

JORGE A. PORRES

Plaintiff,

vs.

MAYOR BRIAN P. STACK, in his official
and individual capacities, CITY OF UNION
CITY, BRIAN P. STACK CIVIC
ASSOCIATION.

Defendants.

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

)

) Docket No.: L-3119-15

)

CIVIL ACTION

)

COMPLAINT

)

)

Plaintiff, JORGE PORRES, by and through his attorney, LOUIS A. ZAYAS of
LAW OFFICES OF LOUIS A. ZAYAS, L.L.C, alleges the following based on
information and belief:

INTRODUCTION

1. This civil action brought by Plaintiff for damages under the New Jersey Civil Rights Act (“NJCRA”) for failure to promote based on retaliation for political affiliation and association. Plaintiff also brings this civil action under N.J.S.A. § 2C:41-2.

PARTIES

2. Plaintiff Jorge Porres (“Officer Porres” or “Plaintiff”) is a citizen of the State of New Jersey, residing in Middlesex County. Plaintiff is retired from his position as a police officer of the Union City Police Department.

3. Defendant Brian P. Stack (“Mayor Stack”) is the duly elected Mayor of Union City, New Jersey. Defendant Stack is sued to affect the full declaratory, injunctive, and compensatory damages demanded by the Plaintiffs.

4. Defendant The City of Union City (“Union City”) is a municipality of the State of New Jersey, and is sued to affect the full declaratory, injunctive, and compensatory damages demanded by the Plaintiff.

5. Defendant Brian Stack Civic Association (“Civic Association”) is a 501(C)(3) non-profit founded by Defendant Mayor Stack. Defendant Civic Organization is sued to affect the full declaratory, injunctive, compensatory damages demanded by Plaintiff.

FACTS

6. Defendant Mayor Stack is currently the Mayor of Union City and a New Jersey State Senator. Through the creation of the Mayor Brian Stack Civic Association, Mayor Stack has created a political machine to foster a “pay to play” culture in Hudson County with the primary purpose of promoting, protecting and maintaining Mayor Stack’s political power in Union City and the 33rd District, in particular, and Hudson County politics, in general.

7. Defendant Mayor Stack is currently the Mayor of Union City and a State Senator. In pursuit of political power, Mayor Stack has created a political machine to foster a “pay-to-play” culture in Union City with the primary purpose of promoting, protecting, and maintaining his political power based on political affiliation and association.

8. Mayor Stack uses contributions made to the Brian Stack Civic Association, Brian Stack for Senator, Friends for Brian Stack, and XYZ Corporation 1-10 (hereinafter “entity-Defendants”) as a barometer through which Mayor Stack measures political loyalty and patronage, which is evaluated in terms of the amount of financial

donations. Based on the financial donations given to the entity-Defendants, Mayor Stack directly and indirectly provides government benefits, such as jobs, government contracts, and other tangible benefits, such as guaranteed zoning approvals.

9. The purpose of conferring these governmental benefits and privileges in an unprincipled and discriminatory fashion is to further Mayor Stack's criminal enterprise. By soliciting bribes, extorting citizens and public employees, and otherwise engaging in conduct unbecoming of a public official, Mayor Stack's control over, and association with, public officials in Union City and the entity-Defendants constitutes racketeering activity.

10. Mayor Stack further uses his political power to coerce other public employees and officials in Union City to take actions for his personal benefit, which acts are often times performed out of fear.

11. The purpose of these acts is to punish, extort, and intimidate any and all persons Mayor Stack views as a threat, whether perceived or actual. These actions are often taken regardless of whether Mayor Stack's perception is reasonable, and he exercises *de facto* final decision making authority over legal processes in Union City through his conspiracy with other public officials.

12. By exercising control over public rights and public benefits not within the scope of his mayoral office, Mayor Stack is the head of a *de facto* enterprise that uses racketeering activity to further his control over Union City.

13. For example, Mayor Stack solicited ten public employees for financial contributions. Mayor Stack took these public employees to his banker, who was a personal friend. Mayor Stack had the banker loan the maximum amount he was

permitted to without obtaining secondary approval to each of the ten public employees. These public employees, at Mayor Stack direction, donated the money loaned to them to the entity-Defendants. The public employees were promised to receive increases and other public contract benefits for their donations. The employees donated \$2,300 to different organizations that Mayor Brian Stack created. Some of these employees have not been paid to date.

14. The Civic Association is the barometer by which Mayor Brian Stack measures and evaluates, in terms of financial donations, the loyalty and political patronage shown by individuals and companies for purposes of conferring and providing government benefits and privileges. Based on the financial donations given to the Civic Association, Mayor Stacks directly or indirectly provides government benefits, such as jobs, government contracts, and other tangible benefits not otherwise available to non-contributors or political supporter.

15. Despite the Civic Association's volunteer and civic efforts in the community, the Civic Association's main purpose for its existence is to promote, protect and maintain Mayor Stack's political power in the Union City Police Department.

16. Based on the financial donations to the Civic Association, Mayor Stack determines what government contracts to award to political contributors by using government and public resources to promote or, as if often the case, enrich Mayor Stack and his political confederates, conferring public resources on private financial contributors, rewarding political loyalty by depriving the state and municipality of fair and impartial zoning applications; and enabling town employees to selectively enforce town ordinances against and in favor of individuals depending on their political support

and contributions to the Civic Association.

17. Mayor Stack utilizes his political status, and position as Director of Public Safety, as well as his Civic Association as a tool to incorporate “pay-to-play” tactics in the Union City Police Department, in which he rewards those police officers with promotions in exchange for political support and donations to his Civic Association. Those officers who refuse to support Mayor Stack or his Civic Association are punished with adverse employment actions.

18. On February 25, 2012, Joseph Blaettler, a former deputy chief of police for the City of Union City, and owner of a private investigations firm sent a letter to the IRS outlining the improprieties of the Civic Association and the many links between Mayor Brian Stack and the Civic Association.

19. For example, this letter states that Mayor Stack, rewarded the members of his board for their political support and contributions to his campaign with employment at the Union City Board of Education, an organization controlled by Mayor Stack through his personal selection of trustees.

20. Lucio Fernandez, a former president of the Civic Association, was rewarded for supporting Mayor Stack politically through his employment with the Union City Board of Education for a salary of \$99,006 per year.

21. Angelo Caliente, a former treasurer of the Civic Association, was also rewarded by Mayor Stack for his support and maintained a \$101,052 per year annual salary job with the Union City Board of Education. In addition, he also received a public pension.

22. Maryury Bombino, as the board secretary of the Civic Association, was employed full time by the Union City Board of Education with an annual salary of \$75,834. In addition Ms. Bombino's husband Martin Martinetti was also employed by the City of Union City. Together they held six public sector positions for a combined salary of \$217,000 a year.

23. Currently Civic Association President Martha Urteaga and Secretary Jose Guareno are both employed by the Union City Board of Education and were hired under Mayor Stack's tenure as Mayor. Prior to their appointment to the Association they made no political donations to Mayor Stack or his organizations, but since their appointments they have begun to make contributions.

24. Attorneys Susanne Lavelle and Elise Dinardo, contributed to Mayor Stack's campaign and were rewarded with contracts as attorneys for the Union City Board of Education. Susanne Lavelle has supported the Civic Association with her services as an attorney in the past including the case of Mateo Perez v. Brian Stack et. al. HUD-L-1070-12. Lavelle and Dinardo contributed a combined \$74,500 to Mayor Stack's campaign and later personally benefitted by billing taxpayers between \$30,000 to \$55,000 a month in legal fees, for a total of \$3.1 million over a five year period.

25. In July 2009 in matter of United States of America v. Shimon Haber, it was stated that a Union City official received money in a Sting Operation in the amount of four \$2,500 checks made payable to a civic association in the name of said Union City Official. On information and belief, the only Civic Association in the same name of a Union City Official is the Brian P. Stack Civic Association.

26. Flyers and mailings for the Civic Association use the official portrait of Mayor Brian Stack in an attempt to give the public impression that the City and the Civic Association are aligned as a single entity.

27. Mayor Stack utilizes his political status, and position as Director of Public Safety, as well as his Civic Association as a tool to incorporate “pay-to-play” tactics in the Union City Police Department, in which he rewards those police officers with promotions in exchange for political support and donations to his Civic Association. Those officers who refuse to support Mayor Stack or his Civic Association are punished with adverse employment actions.

28. Plaintiff was formerly employed with the Union City Police Department.

29. He was hired on August 23, 1993, and retired on September 1, 2015.

30. During his employment, it was common knowledge that you needed to contribute politically in order to advance in your career with the Police Department.

31. On or about Spring of 2008, after taking the test for promotions, Plaintiff was told by Sergeant Juan Loaces, a well-known contributor and support of Mayor Stack, that “you took the test, now you have to play the game to get your stripes.” This statement referred to the need for officers to contribute politically in order to advance their careers.

32. These actions involved buying tickets to fundraising events, knocking on doors and campaigning, handing out political flyers, and stuffing envelopes.

33. From 2008 until his retirement in 2015, the requests for Plaintiff to engage in political activity were relentless. Not only was he mailed requests and invitations on a constant basis, but on numerous occasions he was requested verbally by supporters of

Mayor Stack such as Sergeant Juan Loaces and Sergeant Abel Hernandez that he would need to contribute his money or his time.

34. In June 2011, twelve officers were promoted to sergeant. Due to the promotion, Plaintiff was now ranked 3rd on the list. However, when promotions were made he was skipped and not promoted.

35. Furthermore, individuals who are political supporters are given separate time to study for the promotional exams. Plaintiff, as a non-supporter, was not given these same opportunities and was on midnight shifts when he studied for the promotional exams.

36. Also in June 2011, the Union City Board of Commissioners amended the relevant statute to increase the number of sergeants in the Union City Police Department. Upon information and belief, this was done to reward those police officers who worked on Stack's campaign.

37. When Plaintiff was denied promotion, he attempted to reach out to Mayor Stack's office to find out the reason for skipping his promotion, but Mayor Stack refused to speak with him regarding any aspect of the promotion.

38. Plaintiff later spoke to David Dunal, a fellow police officer, and was told to go and get in touch with the Mayor and "kiss the ring and make nice" before the list expired, because he had the ability to remove the obstacles in his way to get promoted. Dunal was originally skipped on an entrance exam to become an officer, and later began to donate politically to Mayor Stack. Subsequently, he was brought over from the Hudson County Sheriff's Department to the Union City Police Department which offered the possibility for greater salaries.

39. In January 2012, Union City requested an extension of the current promotional list.

40. In the Fall of 2012 one more promotion was made off of the list. However Plaintiff was again skipped and instead patrolman Archer Cuellar, a well-known political supporter of Mayor Stack, was promoted to Sergeant and placed in the desirable position of trainer and firearms instructor.

41. Plaintiff was therefore passed over for promotion two times, on July 29, 2011 and in the Fall of 2012.

42. After Plaintiff was passed over for promotion in 2011, Sergeant Loaces and Sergeant Abel Hernandez stopped making verbal requests to Plaintiff because they knew he was not going to give his money or time. However, Plaintiff continued to receive mailed requests.

43. Plaintiff perceived Defendants' failure to certify him as retaliation for his refusal to participate in Stack's politics and his Civic Association.

44. In October 2013, Plaintiff was retaliated against for his lack of political support when he was reassigned to a burdensome shift because of his family schedule. At the time when schedules were being rearranged, he requested to Captain Nichelle Luster that he not be required to take the 4pm to 12am shift because of his family situation. It was well known throughout the police department as well as to Mayor Stack that he had family arrangements. Plaintiff stated that he would like to request staying on the midnight shift or being moved to the day shift. However, Plaintiff was placed on the 4pm to 12am shift as retaliation for his lack of support.

45. It was known that the Chief and the Mayor were involved in the scheduling at the time. When Plaintiff asked why his request could not be accommodated Captain Luster and the Chief did nothing but point fingers at each other. Each could have made the requested changes subsequently but did not make any changes.

46. Other officers who were politically connected were asked what their preferences were and were able to choose what they wanted to do with their scheduling.

47. Due to Defendants unlawful retaliation, Plaintiff was passed over for promotion to sergeant, lost monetary compensation, pension benefits at the rate of a supervisory officer, and lost vacation days. Further, Plaintiff has suffered anxiety, emotional distress, and family issues as a result of Defendants' adverse employment actions.

I.

COUNT ONE
NEW JERSEY CIVIL RIGHTS ACT
N.J.S.A. 10:5-1, et seq.
POLITICAL ASSOCIATION RETALIATION

48. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

49. Defendants, acting under color of law, and pursuant to official policy, deprived Plaintiff of his constitutional right to freedom of political association in violation of the Article 1, Section 18 of the New Jersey Constitution and the NJCRA, N.J.S.A. 10:6-2, et seq.

50. In part, Defendants retaliated against the Plaintiff because he refused to politically support Mayor Stack or his Civic Association by refusing to purchase fundraising tickets to Mayor Stack events. Mayor Stack perceived Plaintiff's refusal to

support him politically as a form of disloyalty and, in turn, utilized his official government position and authority to unlawfully retaliate against Plaintiff.

51. Defendants retaliated against Plaintiff by failing to certify him, and passing him over for promotion to sergeant due to Plaintiff's constitutionally protected conduct, i.e. refusal to politically support Mayor Stack.

52. Additionally, Defendants retaliated against Plaintiff by assigning him a more burdensome work schedule which Defendants knew would cause undue hardship on his family. The assignment was not the product of any legitimate organizational need but design to retaliate against the Plaintiff because of his constitutionally protected activities.

53. As a direct and proximate result of Defendants' actions, Plaintiff suffered economic and emotional damages in an amount to be determined by a jury.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. compensable damages
- b. Punitive Damages;
- c. Attorney's fees, interest, and costs of suit;
- d. Such other and further relief as the Court deems equitable and just

II.

COUNT TWO
NEW JERSEY CIVIL RIGHTS STATUTE
N.J.S.A. 10:5-1, *et seq.*
FREEDOM OF SPEECH

54. Plaintiff repeats and realleges the allegations set forth above as if fully set forth herein.

55. Plaintiff refused to participate in Mayor Stack's pay-to-play political culture, and refused to join the Brian Stack Civic Association.

56. Mayor Stack perceived Plaintiff as disloyal due to his refusal to campaign for Mayor Stack and join his Civic Association.

57. Due to Plaintiff's exercise of freedom of speech in refusing to campaign for Stack and engage in Civic Association fundraisers, Defendants retaliated against Plaintiff in the terms and conditions of his employment by failing to certify him and passing him over for promotion to sergeant. Additionally, Defendants retaliated against Plaintiff by intentionally refusing to accommodate his work schedule in light of his family schedule.

58. As a direct and proximate result of Defendants' actions, Plaintiff suffered economic and emotional damages in an amount to be determined by a jury.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

a. Compensatory Damages;

b. Punitive Damages;

c. Attorney's fees, interest, and costs of suit;

d. Such other and further relief as the Court deems equitable and just

III.

COUNT THREE

(N.J.S.A. § 2C:41-2(c) – All Defendants)

59. Plaintiff repeats and realleges the allegations of each and every paragraph of the Complaint, including those contained in any other count, as fully set forth herein

60. It is unlawful under N.J.S.A. § 2C:41-2(c) for any person associated with any enterprise, the activities of which affect trade or commerce, to conduct or participate, directly or indirectly, in the conduct of such enterprises affairs through a pattern of racketeering.

61. Defendant Mayor Stack and the Defendants form an association in fact for the common and continuing purpose of consolidating Mayor Stack's political power through racketeering activities. The association in fact of these persons constitutes an enterprise within the meaning of N.J.S.A. 2C:41-1(c) (the "Enterprise"), which functions as a continuing unit.

62. The Enterprise of Defendants affects commerce, business, and trade.

63. Each of the Defendants, directly or by and through their agents acting at their instruction, conducted and participated in the operation and management of the Enterprise. The Enterprise was and continued to be operated to consolidate Mayor Stack's political control in Union City through a pattern of racketeering activities. Defendants aforementioned racketeering acts include Bribery (N.J.S.A. 2C:27-2), by Defendants' direct and indirect solicitation of donations in order to receive public

benefits, rights, and privileges; Theft by Extortion (N.J.S.A. 2C:20-5), by Mayor Stack causing an official to take an action at his direction without regard to the parameters of applicable law, and Official Misconduct (N.J.S.A. 2C:30-2), by Mayor Stack's commission of acts relevant to the scope of his office but outside the scope of his authorized duties. In particular, N.J.S.A. 2C:30-2, provides:

“A public servant is guilty of official misconduct when, with the purpose to ...injure or deprive another of a benefit:

(a) He commits an act relating to his office but constituting an unauthorized exercise of his official functions, knowing that such an act is unauthorized or his committing such act in an unauthorized manner: or

(b) He knowingly refrains from performing a duty which is imposed upon him by law or is clearly inherent in the nature of his office.”

64. Defendants have been and are able to commit the acts of racketeering forming a pattern by virtue of their association with the Enterprise, and the acts of racketeering are related to the activities of, and are committed in further of, the Enterprise.

65. Defendants individual acts make each principally liable for violations of N.J.S.A. 2C:41-1(c). In addition, each of the Defendants knowingly and intentionally aided and abetted Defendants other than himself/herself/itself who were involved in the operation and management of the Enterprise in the commission of two or more predicate acts forming a pattern of racketeering activity with the intent of assisting the successful completion of said racketeering activity.

66. Plaintiff has been injured in his property or trade by reason of these violations of N.J.S.A. 2C:41-1(c), including injury by reason of the predicate acts constituting a pattern of racketeering activity. Plaintiff has suffered damages to date in

an amount to be determined, including but not limited to, the losses incurred from the construction projects of Plaintiff that could not be completed as a direct and proximate result of Defendants' unlawful conduct.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. Trebled Compensatory Damages;
- b. Punitive Damages;
- c. Attorney's fees, interest, and costs of suit;
- d. Such other and further relief as the Court deems equitable and just.

IV

COUNT FOUR

(N.J.S.A. § 2C:41-2(d) – All Defendants)

67. Plaintiff repeats and realleges the allegations of each and every paragraph of the Complaint, including those contained in any other count, as fully set forth herein.

68. Defendants conspired to violate the provisions of N.J.S.A. 2C:41-1(c) in the manner set forth in Count I above. Each of the Defendants knowingly agreed and conspired to commit or to assist in the commission of at least two predicate acts related to their association with the Enterprise set forth above with knowledge and intent that such acts were in furtherance of the conspiracy's unlawful goals. All Defendants thereby individually violated N.J.S.A. § 2C:41-2(d).

69. Plaintiff has have been injured in his trade or property by reason of these violations of N.J.S.A. 2C:41-1(c), including injury by reason of the predicate acts constituting a pattern of racketeering activity. Plaintiff has suffered damages to date in an amount to be determined, including but not limited to, the losses incurred from the construction projects of Plaintiffs that could not be completed as a direct and proximate result of Defendants' unlawful conduct.

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. Trebled Compensatory Damages;
- b. Punitive Damages;
- c. Attorney's fees, interest, and costs of suit;
- d. Such other and further relief as the Court deems equitable and just

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against the Defendants, jointly and severally, for the following relief:

- a. Compensatory Damages;
- b. Punitive Damages;
- c. Attorney's fees and costs of suit;
- d. Such other and further relief as the Court deems equitable and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial as to all issues so triable.

Dated: July 21, 2015



LOUIS A. ZAYAS, ESQ.
ALEX LEE, ESQ.

DESIGNATION OF TRIAL COUNSEL

LOUIS A. ZAYAS, ESQ., is designated as trial counsel in this matter.

Dated: July 21, 2015



LOUIS A. ZAYAS, ESQ.
ALEX LEE, ESQ.

DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

Pursuant to R. 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment. If so, please attach a copy of each, or alternative state, under oath and certification: (a) policy number; (b) name and address of insurer; (c)

inception and expiration date; (d) names and addresses of all persons insured thereunder;
(e) personal injury limits; (f) property damages limits; and (g) medical payment limits.

Date: July 21, 2015

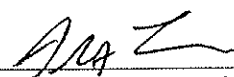


LOUIS A. ZAYAS, ESQ.
ALEX LEE, ESQ.

CERTIFICATION PURSUANT TO R. 4:5-1



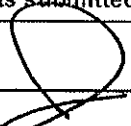
I certify that the matters in controversy in this action are not subject of any other action pending in any other court or of a pending arbitration proceeding, and that no other action or arbitration proceeding is contemplated.

Dated: July 21, 2015



LOUIS A. ZAYAS, ESQ.
ALEX LEE, ESQ.

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY	
			PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA	
			CHG/CK NO.	
			AMOUNT:	
			OVERPAYMENT:	
				BATCH NUMBER:
ATTORNEY / PRO SE NAME LOUIS A. ZAYAS, ESQ.		TELEPHONE NUMBER (201) 977-2900	COUNTY OF VENUE Hudson	
FIRM NAME (if applicable) Law Offices of Louis A. Zayas, LLC		DOCKET NUMBER (when available) L-3119-15		
OFFICE ADDRESS 8901 Kennedy Blvd., 5th Floor North Bergen, NJ 07047		DOCUMENT TYPE Complaint		
		JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
NAME OF PARTY (e.g., John Doe, Plaintiff) JORGE PORRES		CAPTION JORGE A. PORRES V. BRIAN P. STACK; UNION CITY, BRIAN STACK CIVIC ORGANIZATION		
CASE TYPE NUMBER (See reverse side for listing) 005	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		
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? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?		
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).				
ATTORNEY SIGNATURE: 				



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT – OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 288 PRUDENTIAL TORT LITIGATION |
| 271 ACCUTANE/ISOTRETINOIN | 289 REGLAN |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 278 ZOMETAVAREIDIA | 291 PELVIC MESH/GYNECARE |
| 279 GADOLINIUM | 292 PELVIC MESH/BARD |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 282 FOSAMAX | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 284 NUVARING | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 601 ASBESTOS |
| 287 YAZ/YASMIN/OCELLA | 623 PROPECIA |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category Putative Class Action Title 59

IMPORTANT REMINDER

You have recently filed a complaint in the Law Division, Hudson County. Enclosed please find a copy of the complaint marked "Filed" and the Track Assignment Notice (TAN). Please be sure to use the assigned docket number on all future pleadings, correspondence, etc.

You are reminded of the following:

R.4:4-1. requires that the summons is to be issued within 15 days from the date of the Track Assignment Notice.

R.4:4-7. requires that "proof of service" shall (mandatory) be promptly filed with the court within the time during which the person served must respond (35 days) by the person making service or by the party on whose behalf service is made.

"Proof of Service" should be filed with the Judge/Team indicated on the Tan.

Please carefully read, understand and follow R.4:24-1., Time for Completion of Discovery, and R. 4:24-2., Motions Required to Be Made During Discovery Period.

Always be aware of the operative Discovery End Date (DED) for your case. If in doubt, you can contact the Team indicated on the TAN or this information may be found on the Judiciary's website homepage at www.njcourtsonline.com under the heading "civil discovery end date search."

Mary K. Costello
Presiding Judge Civil Division