

LOUIS A. ZAYAS, ESQ. (LZ-1881)
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CARMELO GARCIA)	
)	SUPERIOR COURT OF NEW JERSEY.
Plaintiff.)	LAW DIVISION: HUDSON COUNTY
)	
v.)	DOCKET No.:
)	
DAWN ZIMMER, In her Official and)	CIVIL ACTION
Individual Capacity as Mayor of Hoboken;)	
HOBOKEN HOUSING AUTHORITY, JAKE)	COMPLAINT
STUVIER, In his Official and Individual)	
Capacity as Housing Authority Chairman;)	
STAN GOSSBARD)	
)	
Defendants.)	

The Plaintiff, Carmelo Garcia, by and through his attorney, Louis A. Zayas, Esq., of the Law Offices of Louis A. Zayas, LLC, alleges as follows:

PARTIES

1. Plaintiff Carmelo Garcia is a Hispanic citizen of New Jersey, residing in Hoboken, New Jersey, and is employed as the Executive Director of the Hoboken Housing Authority (“HHA”).
2. Defendant Mayor Dawn Zimmer is a white citizen of the State of New Jersey, resident of the City of Hoboken and duly-elected mayor of Hoboken. Mayor Zimmer is sued in her official and individual capacity for purposes of effecting the compensatory, and punitive damages demanded by the Plaintiff.

3. Defendant Chairman Jake Stuvier (Chairman Stuvier) is a white citizen of the State of Pennsylvania, and Chairman on the Hoboken Housing Authority (“HHA”) Board of Commissioners. Chairman Stuvier is sued in his official and individual capacity for purposes of effecting the compensatory, and punitive damages demanded by the Plaintiff.

4. Defendant Stan Grossbard is a white citizen of New Jersey, residing in Hoboken/ Grossbard and is sued in his individual capacity for purposes of effectuating the compensatory, and punitive damages demanded by Plaintiff.

5. Defendant Hoboken Housing Authority is public entity created by virtue of New Jersey State Law. The HHA is sued for purposes of effecting the compensatory and punitive damages demanded by Plaintiff.

FACTS

6. In September 2002, Mayor Zimmer and her husband, an unofficial political adviser and her de facto chief of staff, Grossbard, moved to Hoboken from Manhattan, New York.

7. Soon after moving to Hoboken, Mayor Zimmer and Grossbard embarked on an ambitious political quest to transform Hoboken politically and ethnically consistent with their own political, cultural, and ethnic derivation. Mayor Zimmer and Grossbard sought to implement their plan by gaining political influence in Hoboken by replacing the “old guard,” predominantly long-term Hoboken residents made up of mostly Italians, African Americans and Hispanics, and replacing them with the “new guard”, primarily made up of mostly upperly mobile, white residents .

8. As mayor, Mayor Zimmer was widely seen in political circles as representing the “new guard”, meaning newly relocated white and affluent residents who came from other places, primarily from New York and elsewhere. The “old guard” was seen as an obstacle to Mayor Zimmer’s political policies and plan to transform Hoboken into her own vision.

9. Mayor Zimmer sought to replace the “old guard” with the “new guard,” in part, by replacing old guard leadership in various government positions within City Hall and other government agencies in Hoboken, with her own “new guard” political appointees and hires.

10. In furtherance of her scheme to replace the old guard, Mayor Zimmer sought to promote individuals to government positions who were mostly white and whom, directly or indirectly endorsed her political views and policies, including construction projects in Hoboken that would encourage the migration of white affluent residents while replacing Hoboken’s minorities.

11. Mayor Zimmer’s version of the Vision 20/20 project was essentially an ethnic cleansing initiative in which Mayor Zimmer and Grossbard sought to replace Hoboken’s minorities with whites’ affluent voters. By increasing the number of whites in Hoboken, Mayor Zimmer sought to increase her political base among the new guard. Mayor Zimmer did not generally enjoy the support of Hoboken’s minorities.

12. As part of Mayor Zimmer’s scheme to gain political power in Hoboken, she and Grossbard implemented an unwritten policy of political patronage or “pay to play” to reward her political supporters through government contracts, employment

benefits, and other tangible and intangible government privileges not otherwise available to the public in general.

13. Conversely, Mayor Zimmer directly or through other government officials loyal to her, punishes and retaliates against those individuals who do not support her politically.

14. Mayor Zimmer also required loyalty to her, which she rewarded through government jobs, government contracts, and other government benefits.

15. Mayor Zimmer's political influence is not limited to City Hall. Through her patronage policy, Mayor Zimmer is able to exert influence over such government agencies as the Hoboken Board of Education, Hoboken Zoning Board, Hoboken Planning Board, and the Hoboken Housing Authority.

16. The HHA is an autonomous agency, specifically created under state law and HHA regulations to be free of political interference. The HHA is a public housing agency created under and subject to N.J.S.A. 40A:12A "Local Redevelopment and Housing Law," which oversees federally-subsidized, low-income residential buildings within the City of Hoboken. Pursuant to HHA written regulations, political interference or influence is strictly prohibited by law.

17. Pursuant to N.J.S.A 40A:12A, the HHA hires one Executive Director to manage and oversee the entire agency. The HHA board is made up of seven members who implement policy and oversee the executive director. The HHA Commissioners are appointed by the governor (1), the mayor (1) and City Council (5). The commissioners then vote for the chairman.

18. On September 1, 2010, HHA hired Executive Director Garcia to a five-year employment contract. The aforementioned employment contract may be renewed on August 31, 2015, which is customary in the absence of any deficient work performance. When Executive Director Garcia accepted employment with the HHA, he was not required to belong to any political party or political candidate or subscribe to any political belief. To be sure, HHA prohibits political influence in the government affairs of the HHA.

19. The executive director position specifically does not require that he report unlawful activities prohibited by law or regulations.

20. Executive Director Garcia' duties and responsibilities include the overseeing the day-to-day operations of the HHA, including but not limited to, the award of contracts to professional vendors attempting to do business with the HHA.

21. The HHA Executive Director is the appropriate appointing authority for purposes of hiring of HHA employees, vendors and independent contractors. Executive Director Garcia is the functional equivalent of a chief executive of a company, responsible for the day-to-day operations of the HHA.

22. Since his employment with the HHA, Executive Director Garcia has performed his duties and responsibilities in an exemplary manner, receiving numerous awards and commendations for himself and the HHA.

23. Mayor Zimmer has absolutely no statutory authority to interfere with the day-to-day operations of the HHA or attempt to influence employment decisions by the HHA executive director. Mayor Zimmer's role is limited to appointing one commissioner.

24. In May 2012, Mayor Zimmer sought to implement her ethnic cleansing plan, and rewarding her political supporters, by taking control the HHA board and thereby exerting control over the day-to-day operations of the HHA. To carry out her patronage scheme, Mayor Zimmer and Grossbard resorted to a pattern of harassment, threats, intimidation, and extortion to coerce Director Garcia to violate his fiduciary duties as executive director in order to implement her ethnic cleaning initiative and award government contracts to Mayor Zimmer's political supporters.

25. In carrying out her scheme. Mayor Zimmer sought to control the HHA through corrupt means. In particular, Mayor Zimmer, along with Grossbard, enlisted the political support of Chairman Stuvier (then commissioner), and other commissioners to carry out her unlawful policies.

26. Initially, Mayor Zimmer contacted Director Garcia to secure his political support. On or about May 8, 2012, Defendant Mayor Zimmer told Director Garcia that she wanted his support to carry out her policies in HHA. Mayor Zimmer also told Director Garcia that she wanted Chairwoman Rodriguez replaced with Chairman Stuvier, a Mayor Zimmer supporter. Mayor Zimmer told Executive Director Garcia to relay Chairwoman Rodriguez a message: Mayor Zimmer appointed her to carry out her political agenda and in turn Mayor Zimmer expected her loyalty, which was not forthcoming.

27. Director Garcia not only refused to politically support Mayor, but he flatly refused to provide any assistance to remove Chairwoman Rodriguez for political reasons.

28. Eventually, Mayor Zimmer and her political supporters replaced Chairwoman Rodriguez despite Director Garcia' refusal to participate..

29. After taking control of the HHA, Mayor Zimmer again approached Director Garcia to extort him into acquiescing to her political agenda: if Director Garcia agreed to implement Mayor Zimmer's policies, his employment with HHA will not be threatened.

30. Director Garcia rejected Mayor Zimmer's overt threats and again refused to permit Mayor Zimmer and her political proxies to use HHA resources as a means to advance Mayor Zimmer's policies in violation of HHA rules and regulations.

31. Despite HHA regulations prohibiting political influence in the selection of government contracts, Mayor Zimmer, Grossbard, and Chairman Stuvier continued to harass Director Garcia to support Mayor Zimmer's political agenda.

32. From May 2012 to the present, Mayor Zimmer sought to implement her version of the HHA's 20/20 Vision. Under Mayor Zimmer's plan, the 20/20 Vision would force the relocation of a majority, if not, all economically disadvantaged African Americans and Hispanics living in Hoboken.

33. Mayor Zimmer's 20/20 Vision would alter the demographics of Hoboken by relocating a vast majority of minorities and replacing them with affluent whites.

34. Mayor Zimmer's 20/20 Vision proposal is in effect a form of urban ethnic cleansing by getting rid of Hoboken's African Americans and Hispanics and replacing them with white residents.

35. By removing the African Americans and Hispanics, Mayor Zimmer would not only eliminate most of the "old guard" who oppose her politically and replace them with the "new guard," thereby ensuring her political policies will be implemented and her political future secured.

36. Mayor Zimmer's ethnic cleansing initiative was vehemently objected to by Director Garcia, who did not wish to hurt the residents of HHA, many of them unable to live in Hoboken without subsidized housing. As a result of his complaints, the Defendants retaliated against Director Garcia by instructing Chairman Stuvier and others to harass Director Garcia's work performance.

37. In May 2012, for example, Chairman Stuvier admitted to Executive Director Garcia that Mayor Zimmer and Commissioner Burrell were planning to control the HHA by removing anyone that opposed Mayor Zimmer's policies. Commissioner Stuvier told Executive Director Garcia that discussions with other council members aligned with Mayor Zimmer, had met to discuss ways to remove him if he did not carry out Mayor Zimmer's policies.

38. Director Garcia perceived Commissioner Stuvier's remark as direct threat to his employment, namely that unless Executive Director Garcia carried out Mayor Zimmer's policies, he would be forced out from his job as executive director.

39. Executive Director Garcia complained to Commissioner Stuvier that it was wrong and illegal to implement Mayor Zimmer's policies and that his employment should not be used as a tool to force his loyalty.

40. In July 2012, Mayor Zimmer, through her political maneuvering, managed to appoint Chairman Stuvier as HHA Chairman. Mayor Zimmer now had effective control over the HHA. Soon after assuming that position, Chairman Stuvier demonstrated his loyalty to Mayor Zimmer by increasing his harassment of Director Garcia in order to coerce him to support Mayor Zimmer.

41. On or about July 27, 2012, for example, Chairman Stuvier asked Executive Director Garcia to meet him for lunch. During that lunch meeting, Chairman Stuvier demanded that Director Garcia “go after” a particular HHA resident and Hoboken City Councilwoman Beth Mason because, as Chairman Stuvier explained, they were considered political opponents of Mayor Zimmer. Director Garcia objected and refused to participate in such an unlawful abuse of power: “HHA should not be acting as an operative for the mayor, nor should Zimmer, be imposing their will on the HHA, as it is an autonomous agency.” Director Garcia made it clear that he objected to participating in any scheme to retaliate against anyone because of their political beliefs or affiliation.

42. In July 2012, HHA contracts for general counsel were up for renewal. As a result, Executive Director Garcia was required to oversee the bidding process to ensure that it conform to HHA regulations. Director Garcia was prohibited by HHA regulations to award a government contract based on political supporter.

43. During the selection process, Chairman Stuvier approached Director Garcia with instructions by Mayor Zimmer to give the government contract to a particular law firm, (“the Law Firm”), which is politically connected to Mayor Zimmer and Grossbard. Chairman Stuvier told Director Garcia that “Grossbard was giving him orders as to what he needed from [Plaintiff] to do for Mayor Zimmer.”

44. Director Garcia understood Chairman Stuvier’s message as another corrupt attempt to extort him into awarding government contract to one of Mayor Zimmer’s main political supporter in exchange for continuing his employment with HHA.

45. On or about August 10, 2012, during a meeting with Commissioner Mello and Chairman Stuvier, Grossbard called Chairman Stuvier to instruct him to tell Director Garcia: “recommend and select Mayor Zimmer’s choice for general counsel in order to make Garcia’s life easier.” Grossbard’s threat was extremely disturbing given the blatant manner in which it was communicated. The clear implication by Grossbard’s message on behalf of Mayor Zimmer was simple: unless Director Garcia awarded the government contract to the Law Firm his job, in particular, and follow Mayor Zimmer’s orders, his job was at risk.

46. During this period of time when the HHA was considering law firms for the position of general counsel, a lawyer for The Law Firm, Mayor Zimmer’s political supporter, contacted Director Garcia. The lawyer for Law Firm told him that Chairman Stuvier assured him to “submit the bid for the general counsel position because Stuvier had the inside track.” Director Garcia felt intimidated and threaten by the above communication because it suggested to that he was an active participant in an illegal quid pro quo scheme to secure a government contract for a political supporter of Mayor Zimmer. Such a quid pro quo arrangement is illegal and criminal.

47. Despite many overt and indirect efforts to force Director Garcia support Mayor Zimmer’s political policies, Mayor Zimmer, Grossbard, Chairman Stuvier, and HHA Commissioners Burrell and Melo plotted to create a hostile work environment to force Director Garcia to either resign or find pretextual grounds to terminate his employment contract.

48. In this collective effort, the Defendants sought to unfairly criticize Director Garcia’ work performance whenever feasible and disrupt or interfere with his

job. During an October 2012 HHA open board meeting, for example, Chairman Stuvier approached a HHA tenant to encourage her to falsely accuse Director Garcia of not adequately responding to her complaints regarding potentially hazardous material in her apartment. The false accusation would be used to accuse Director Garcia of negligence and malfeasance, thereby giving HHA the pretextual grounds to terminate his employment.

49. By deliberately interfering with Director Garcia's duties, Chairman Stuvier, Mayor Zimmer and Grossbard would then blame Director Garcia by not complying with HHA regulations.

50. In January 2013, after a several months of subjecting Director Garcia to a hostile work environment, a meeting was scheduled by Grossbard and a lawyer associated with The Law Firm in New York City. The purpose of the meeting was to unduly pressure Director Garcia to support Mayor Zimmer's policies. At that meeting, Grossbard, who was speaking on behalf of Mayor Zimmer, told Director Garcia that he was not the "HHA appointing authority." In sum and substance, Grossbard told Executive Director Garcia that if he wanted to keep his job he needed to get along with Mayor Zimmer's policies.

51. When Director Garcia again refused to participate in Mayor Zimmer's political patronage scheme, Chairman Stuvier and others tried to strip Director Garcia of his executive powers by creating a deputy executive position that would then follow Mayor Zimmer's instructions.

52. The Defendants attempt to strip Director Garcia of some of his supervisory duties was successfully defeated.

53. When Director Garcia succeeded in stopping the creation of a deputy executive director, Chairman Stuvier, acting in concert with Mayor Zimmer and Grossbard, served Director Garcia with a Rice Notice. The purpose of the Rice Notice was a direct threat to Director Garcia' employment. Since Director Garcia was performing his duties and responsibilities in a satisfactory manner, the only reason why Chairman Stuvier and other pro-Zimmer HHA Commissioners approved the Rice Notice was to signal an intent to Director Garcia to either support Mayor Zimmer or his employment would be terminated.

54. During a public forum meeting, Director Garcia, through his legal counsel, was successful in stopping Chairman Stuvier from proceeding with discussions to terminate his employment contract.

55. As a result of the above two attempts by the Defendants to breach his employment contract, Director Garcia's emotional distress and anxiety increased to a dangerous level, which affected his daily activities, work performance, and relationship with his family. The Defendants had effectively created a hostile work environment which became intolerable.

56. Mayor Zimmer began directing City Hall similarly, Post-Superstorm Sandy, and after the Executive Director's meeting with Grossbard when Mayor Zimmer became aware he was not going to comply with her unlawful request, she used her official powers to direct the Chief of the Hoboken Fire Department to attend a public meeting to embarrass the Executive Director with false information about how he was handling the restoration after Sandy.

57. Additionally, Mayor Zimmer authorized the city's corporation counsel to issue opinions against the HHA when in fact the council had no jurisdiction in matters pertaining to the selection of HHA's general counsel.

58. In April 2013 and continuing to May 2013, Executive Director Garcia proposed his "Vision 20/20" re-development project to Mayor Zimmer's administration. The 20/20 Vision, as approved by the Board of Commissioners, was to construct better affordable housing without replacing the economic disadvantage and minorities currently living in the less affluent parts of Hoboken, a section that does not generally support Mayor Zimmer.

59. Mayor Zimmer unconstitutional political patronage scheme, Executive Director Garcia was and continues to be subjected by the Defendants and others to a pattern of retaliatory and harassing conduct, including but not limited to: frequent threats, extortion, intimidation, defamatory statements about his professional abilities through internet websites and bloggers friendly to Mayor Zimmer, unfair criticism of his work performance, continuous threats to his employment, and other tangible and intangible adverse employment activities.

60. Despite Director Garcia numerous complaints to HHA and other governmental agencies about the Mayor Zimmer's unlawful retaliation and political interference with the HHA, no corrective actions were taken.

I.
COUNT ONE
CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA)
N.J.S.A 34:19-3 *et seq*

51. All of the allegations in each of the foregoing paragraphs are incorporated by reference as if fully set forth herein.

52. Defendants are Plaintiff's employer for purposes of CEPA. Defendant Grossbard is an employer, pursuant to CEPA, based on his acting in concert activities with Mayor Zimmer and Chairman Stuvier, who exercise control over Plaintiff's terms and conditions of his employment.

53. Defendants retaliated against the Plaintiff after he objected to and refused to participate in various illegal activities demanded by Mayor Zimmer as alleged herein.

54. Plaintiff's protected activities are not covered by his employment contract or part of his duties and responsibilities.

55. Defendants actions violate New Jersey Conscientious Employee Protection Act, N.J.S.A 34:19-3 et seq. and have caused Plaintiff to suffer economic, emotional, and psychological damages in an amount to be determined by a jury.

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

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

II.
COUNT TWO
NEW JERSEY CIVIL RIGHTS ACT
N.J.S.A. 10:6-2

56. All of the allegations in each of the foregoing paragraphs are incorporated by reference as if fully set forth herein.

57. Pursuant to official policy, custom, and practice, Defendant Mayor Zimmer, Chairman Stuvier, HHA, acting under color of law, have lawfully subjected Plaintiff to a hostile work environment substantially motivated because of the exercise of his constitutionally protected activities under New Jersey's Constitution, Article 1, Sections 6 and 18, namely the right to be free from any political affiliation and freedom to express one's political views, opinions and sentiments to one's governmental representatives without fear of retribution.

58. Grossbard is a state actor for purposes of enforcing Plaintiff's constitutional rights herein based on his affirmative participation in and conspiracy with Mayor Zimmer and Chairman Stuvier to deprive Director Garcia of his constitutional rights secured under the New Jersey Constitution.

59. Pursuant to official policy, custom, and practice, HHA, Chairman Stuvier, Grossbard, and Mayor Zimmer unlawfully retaliated against Plaintiff because of his lack of political support for Defendant Mayor Zimmer by creating a hostile work environment.

60. Plaintiff's constitutionally protected activities, as alleged herein, were the motivating factor for Defendants retaliatory conduct.

61. Defendants' pattern of retaliatory conduct, which has caused a hostile work environment to exist in HHA, has caused a chilling effect to Plaintiff and other employees who may desire to engage in such protected activities.

61. Alternatively, those Defendants who could have stopped the unlawful violations of Plaintiff's civil rights are liable based on their failure to intervene to stop the said civil rights violations.

62. As a direct and proximate cause of the aforementioned retaliatory conduct, Plaintiff has suffered and will continue to suffer economic, emotional, and psychological damages in an amount to be determined by a jury. Because of Defendants Mayor Zimmer, Grossbard, and Chairman Stuviers' willful and malicious conduct, Plaintiff seeks punitive damages in their individual capacity in an amount to be determined by a jury.

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

- a. Compensatory Damages;
- b. Punitive Damages only as to the named individual defendants
- c. Attorney's fee and costs of suit;
- d. Such other and further relief that the Court deems equitable and just.

III
COUNT THREE
TORTIOUS INTERFERENCE WITH
CONTRACTUAL RELATIONS
GROSSBARD

63. All of the allegations in each of the foregoing paragraphs are incorporated

64. In his unofficial capacity as Mayor Zimmer's political adviser, commencing on or about June 2012 and continuing to the present date, Grossbard and the Defendants used his special relations with Mayor Zimmer to unlawfully interfere with, obstruct and/or undermine Plaintiffs' contractual relations with HHA.

65. Gross bard's continuous and tortious interference with Plaintiff's business relations with HHA were designed to cause economic harm to his employment contract and future opportunities.

66. Grossbard's conduct was retaliatory and without a legitimate purpose, and was intended to interfere with, impair, and destroy Plaintiff's contractual relationships. Plaintiffs' contractual relationships gave rise to a reasonable expectancy of economic gain on the part of the plaintiffs.

67. Defendant's actions were unjustified, unreasonable, and intended to interfere with Plaintiffs' ability to conduct their legitimate business affairs.

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

WHEREFORE, Plaintiff demands judgment against Defendant for the following:

- a. Compensatory damages in an amount to be determined by a jury;
- b. Interest from the date of entry of judgment at a rate of percent per annum;
- c. Punitive damages;
- d. Costs of suit; and
- e. Any other and further relief that the court considers proper.

IV.
COUNT FOUR
TORTIOUS INTERFERENCE WITH
PROSPECTIVE ECONOMIC ADVANTAGE

68 Plaintiff repeat and reallege the allegations set forth above as if fully set forth herein.

69. In his unofficial capacity as Mayor Zimmer's political adviser, Commencing on or about June 2012 and continuing to the present date, Grossbard and the Defendants used his special relations with Mayor Zimmer to unlawfully interfere with, obstruct and/or undermine Plaintiffs' contractual relations with HHA.

70. Plaintiff had business relationships with bona fide third parties.

71. Plaintiff's business relationship gave rise to a reasonable expectancy of economic gain on the part of the plaintiffs.

72. Defendant engaged in the aforementioned conduct that interfered with the relationship. Defendant deliberately and willfully intended the conduct to result in the impairment or destruction of the aforementioned business relationships.

73. Defendant's conduct was the proximate cause of the loss or impairment of the Plaintiff's prospective economic advantages.

74. Defendant's actions were unjustified, unreasonable, and intended to interfere with Plaintiffs' ability to conduct their legitimate business affairs.

75. As a direct and proximate result of defendant's actions, plaintiff suffered economic and emotional damages in an amount to be determined by a jury.

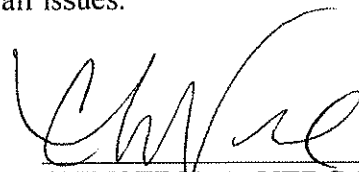
WHEREFORE, Plaintiff demands judgment against Defendant for the following:

- a. Compensatory damages in an amount to be determined by a jury;
- b. Interest from the date of entry of judgment at a rate of percent per annum;
- c. Punitive damages;
- d. Costs of suit; and
- e. Any other and further relief that the court considers proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial jury as to all issues.

DATED: August 12, 2013



CHRISTINA A. VERGARA, ESQ.
LOUIS A. ZAYAS, ESQ.

DESIGNATION OF TRIAL COUNSEL

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

DATED: August 12, 2013


CHRISTINA A. VERGARA, ESQ.
LOUIS A. ZAYAS, 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 dated; (d) names and addresses of all persons insured there under; (e) personal injury limits; (f) property damage limits; and (g) medical payment limits.

DATED: August 12, 2013


CHRISTINA A. VERGARA, ESQ.
LOUIS A. ZAYAS, ESQ.