

FILED  
TEAM 1

AUG 03 2016

SUPERIOR COURT OF NEW JERSEY  
COUNTY OF HUDSON  
CIVIL DIVISION #6

LOUIS A. ZAYAS, ESQ.  
LAW OFFICES OF LOUIS A. ZAYAS, L.L.C.  
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LUIS ACEVEDO

Plaintiff,

vs.

HOBOKEN HOUSING AUTHORITY,  
DANA WEFER, ROBERT DIVINCENT,

Defendants.

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

) Docket No.: L-3126-16

) CIVIL ACTION

) COMPLAINT

Plaintiff, Luis Acevedo, 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 is brought by Acevedo for damages under the New Jersey Civil Rights Act (“NJ CRA”) for unlawful termination based on retaliation for free speech, political affiliation and association, and racketeering under NJRICO.

**PARTIES**

2. Plaintiff Luis Acevedo (hereinafter “Acevedo”) is a Hispanic male and citizen of the State of New Jersey, residing in Hudson County.

3. Defendant Hoboken Housing Authority (hereinafter “HHA”) was at all relevant times Acevedo’s former employer. Defendant HHA is sued to affect the full declaratory, injunctive, compensatory and punitive damages demanded by Acevedo.

4. Defendant Dana Wefer (“Wefer”) is Chairwoman of the HHA. Wefer is a white female and sued to affect the full declaratory, injunctive, compensatory and punitive damages demanded by Acevedo.

5. Defendant Robert DiVincent (“DiVincent”) is a white male and former Executive Director at HHA. Defendant DiVincent is sued to affect the full declaratory, injunctive, compensatory and punitive damages demanded by Acevedo.

### FACTS

6. Luis Acevedo is a former employee of the Hoboken Housing Authority.

7. In 2011, Executive Director Carmelo Garcia hired Acevedo as a Residence Service Coordinator. Because of his satisfactory work performance, Acevedo was promoted to Maintenance Manager in 2012.

8. Acevedo throughout his employment worked in a satisfactory manner and never faced disciplinary issues of any kind.

9. On August 5, 2014, Carmelo Garcia, the former executive director at HHA was terminated from his employment with HHA because of his Hispanic heritage and opposition to Chairwoman Wefer’s efforts to implement Mayor Dawn Zimmer’s political patronage policies at the HHA. Some of Mayor Zimmer’s policies sought to be implemented by Chairwoman Wefer and opposed by Garcia, were reasonably believed to discriminate against Hispanic tenants living at the HHA.

10. During Garcia’s employment at the HHA, Acevedo openly supported Garcia’s attempts to stop Chairwoman Wefer from turning the HHA into Mayor

Zimmer's selfdom and otherwise discriminate against Hispanic residents living at the HHA.

11. As a supporter of Garcia, Acevedo also did not support Mayor Zimmer's policies. When Carmelo Garcia appeared before the Board of Commissioner meetings that led to his termination, Acevedo appeared several times in support of Garcia. Acevedo was the Director of the Save the Youth Program, which was supported by Carmelo Garcia and opposed by Mayor Zimmer, who worked to oppose grants to fund the program.

12. On August 8, 2014, after Garcia was terminated, Chairwoman Wefer approached Acevedo and said: "I was thinking about you last night, and want you to know that you are not going to lose your job." Chairwoman Wefer further threatened: "I've seen you speaking for Carmelo Garcia...it draws some concerns, but we'll leave it at that... I support Dawn Zimmer, but I want to keep politics out of here."

13. Despite her assurance that she "wanted to keep politics out of here," Chairwoman Wefer said: "I want you to work with us."

14. Acevedo told Chairwoman Wefer that he was not interested and wanted to simply do his job. Acevedo found this entire conversation to be extremely uncomfortable due to the political overtones that suggested that he comply with Mayor Zimmer's policies, and specifically stated to Chairwoman Wefer that he was feeling uncomfortable with her inappropriate remarks.

15. In response to Acevedo's refusal to politically support Mayor Zimmer, Chairwoman Wefer said in a menacing tone and directed at Acevedo personally: "Tell everybody that nobody is going to lose their jobs." Acevedo understood this to mean that

Chairwoman Wefer was attempting to assert politically that she and her affiliates, who supported Mayor Zimmer's policies, were now in charge at the HHA.

16. Chairwoman Wefer continued to try to buy Acevedo's political loyalty by again offering him a promotion. On August 11, 2014, Chairwoman Wefer again approached Acevedo and said: "I acknowledge your work ethic, and working on weekends." This statement was referring to Acevedo's weekend work and his efforts in assisting to solve procurements issues. Chairwoman Wefer then told Acevedo that she would recommend Acevedo for the position of deputy director manager. Acevedo again felt very uncomfortable with Chairwoman Wefer apparent quid pro quo and the political overtones, and told her that he was happy with his current job. This attempt constituted official misconduct on behalf of Chairwoman Wefer, and a predicate act in furtherance of a criminal enterprise, by attempting to bribe or induce Acevedo to politically support Mayor Zimmer through the use of a promotion.

17. On September 1, 2014, Robert DiVincent, a white and politically connected executive director at West New York Housing Authority, was brought in as an interim executive director at HHA. Upon his arrival, DiVincent began to prepare the pretextual grounds to terminate Acevedo because of his lack of political support for Mayor Zimmer, including meeting with him less often as other managers, stripping him of his supervisory duties and responsibilities and making his working conditions more difficult as to sabotage his work performance.

18. In October 2014 a situation arose involving a mouse infestation in the community room at Harrison Gardens 310. The issue had been dealt with previously in April of that same year, but the problem resurfaced again.

19. Acevedo and his team were working on these issues and were keeping everyone informed of the status of this work by email. However DiVincent mischaracterized the situation to make it appear that Acevedo was not in fact doing so. When Acevedo later informed DiVincent that he was sending emails to keep him informed of his efforts, DiVincent denied receiving any emails and accused Acevedo of not handling matters correctly.

20. On October 16, 2014, Acevedo spoke to DiVincent again to inform him that he was following up on complaints regarding the mice and requested that the HHA hire a pest control company. Acevedo also informed DiVincent that he was waiting for quotes from the company.

21. In response, DiVincent scolded Acevedo: "I don't want them, I will get my own company." DiVincent then expressed his dissatisfaction with Acevedo's work despite the lack of any wrongdoing on his part. In response, Acevedo voiced his concerns and responded that DiVincent was not meeting with Acevedo or communicating with him as necessary for him to do his job.

22. When Acevedo returned back to the office, DiVincent reprimanded Acevedo in front of the Chairwoman Wefer. Chairwoman Wefer was not allowed to be involved in personnel decisions and this was an obvious sign that his discipline was directly related to Acevedo's refusal to political support Mayor Zimmer.

23. On November 5, 2014, DiVincent terminated Acevedo. DiVincent explained that the layoff was due to redundancies. Acevedo recognized that was a lie designed to cover up the real reason: His refusal to support Chairwoman Wefer's efforts to seek his political support. DiVincent also stated: "I know that you are Carmelo's

friend, and that he had helped you out and gave you this job, but I just don't feel that you can manage a housing authority as large as this size." Again, Acevedo was performing his work in a satisfactory manner and the stated reason for his termination was false. This termination constituted official misconduct as the true purpose for the termination was not due to Acevedo's work performance, but retaliation for failure to support Mayor Zimmer's policies as ordered by Chairwoman Wefer. This constituted a predicate act in furtherance of the criminal enterprise.

24. Additionally, these statements by Executive Director DiVincent were false and mischaracterized Acevedo's employment. Acevedo was fully qualified for the position and had previously gone through all necessary steps of the hiring process including creating an evaluation plan. Furthermore, DiVincent had made it difficult for Acevedo to perform his duties because he did not meet with Acevedo, had only attended the Housing Authority duties part-time, and was not properly involved and communicative as he should have been with Acevedo.

25. In contrast, DiVincent, however, had been responding and meeting with Jackie Medina and Jose Rivera, a supervisor. Each of these individuals were not previously affiliated with Carmelo Garcia. Furthermore, while there were instances of DiVincent disrespecting or cursing at Acevedo in his interactions, this did not happen with these employees.

26. Due to Acevedo's prior political affiliation with Carmelo Garcia, and his continued refusal to join Mayor Zimmer's group of supporters in the HHA, he was retaliated against by Defendants.

27. Since Acevedo's termination, Jose Rivera has since been moved to the Maintenance Manager position despite the excuse given to Acevedo that the Maintenance Manager position was redundant and that there was a budget cut. Rivera has also had prior issues regarding substance abuse on the job and has faced prior suspensions and termination for reasons relating to substance abuse.

28. Furthermore, recently HHA has hired Rayvon Anderson as a deputy director who previously worked for HHA in 2010-2011 as a modernization officer and maintenance manager, but was also previously terminated for cause.

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

29. Acevedo repeats and realleges the allegations set forth above as if fully set forth herein.

30. Due to Acevedo's political association against Mayor Zimmer, and his political association and support with former HHA executive director Carmelo Garcia, and Acevedo's continued failure to join Mayor Zimmer's political supporters within the HHA, Acevedo was retaliated against by Defendants.

31. Acevedo was subject to undue criticism in his work performance, and was intentionally hindered from being able to perform his job duties. This retaliation eventually resulted in Acevedo's termination.

32. Acevedo was given pretextual reasons for his termination, and his position was later replaced by another individual without Acevedo's political affiliation.

33. Pursuant to official HHA policy, custom and practice, the Defendants conspired to implement an unwritten policy of rewarding their political supporters with government benefits and jobs while punishing those who failed to support Mayor Zimmer.

34. Pursuant to that official policy, custom, and practice, Defendants, acting under color of law, unlawfully terminated Plaintiff 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 threats, intimidation, and/or retaliation.

35. The Defendants infringed upon Plaintiff's New Jersey Constitutional rights by threatening Plaintiff's employment in part because of his lack of political affiliation with Mayor Zimmer, and his political affiliation with former Executive Director Carmelo Garcia.

36. Plaintiff's constitutionally protected activities, i.e. speaking against the Defendants' unlawful activities and failure to politically support the Defendants' unlawful policies, as alleged herein, were the motivating factor for Defendants' retaliatory conduct.

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

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

38. Acevedo repeats and realleges the allegations set forth above as if fully set forth herein.

39. Due to Acevedo's exercise of protected political speech in supporting former executive director Carmelo Garcia, and Acevedo's failure to support Mayor Zimmer's policies, and his declining of offers to become politically affiliated, Defendants retaliated against Acevedo by subjecting him to undue criticism of his work and by terminating his employment.

40. Defendants punished and retaliated against those individuals who did not support Mayor Zimmer politically and exercised their free speech to oppose her policies.

41. Pursuant to that official policy, custom, and practice, Defendants, acting under color of law, unlawfully terminated Plaintiff 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 threats, intimidation, and/or retaliation.

42. The Defendants infringed upon Plaintiff's New Jersey Constitutional rights by threatening Plaintiff's employment because of his free speech.

43. Plaintiff's constitutionally protected activities, i.e. failure to politically support the Defendants' unlawful policies, as alleged herein, were the motivating factor for Defendants' retaliatory conduct.

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

### COUNT III

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

#### **NEW JERSEY RICO**

45. 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.

46. 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.

47. The Hoboken Housing Authority is a criminal enterprise within the meaning of N.J.S.A. § 2C:41-2(c) N.J.S.A. § 2C:41-2(c).

48. Alternatively, the named individual Defendants formed an association in fact within the meaning of N.J.S.A. § 2C:41-2(c) for the common purpose of advancing Mayor Zimmer's unconstitutional patronage policy.

49. The Enterprise engaged in or its activities affected trade or commerce.

50. The named individual Defendants were employed by or associated with Enterprise.

51. The named individual Defendants engaged in a pattern of racketeering activity in that at least two predicate acts were committed.

52. The named individual Defendants conducted or participated directly or indirectly in the conduct of the Enterprise's affairs through that pattern of racketeering activity.

53. The named individual Defendants acted knowingly and purposely. Mayor Zimmer set the purpose of the Enterprise, namely the unconstitutional and corrupt misappropriation of government resources to advance her policies.

54. Defendants formed an association in fact and/or were employed by the criminal enterprise for the common and continuing purpose of promoting, maintaining, and protecting Mayor Zimmer's political power.

55. Defendants knowingly used their respective government positions to implement, whether directly or indirectly, Mayor Zimmer's unlawful discriminatory policies.

56. Defendants played a direct and/or indirect role in participating in the affairs of the criminal Enterprise through a pattern of racketeering and knowing the purpose of the purpose of the Enterprise.

57. As alleged above, Defendants aforementioned racketeering acts include Official Misconduct (N.J.S.A. 2C:30-2), by the individual named Defendants, exertion of control or undue influence over the terms and condition of Plaintiffs employment not

within the scope of their official duties for the purpose of injure or to deprive another of a benefit; and for corruption of a public resource under (N.J.S.A. § 2C:27-12).

58. Chairwoman Wefer committed official misconduct by attempting to bribe or induce Acevedo to politically support Mayor Zimmer by offering him a promotion. Executive Director DiVincent also committed official misconduct by terminating Acevedo in retaliation for his failure to support Mayor Zimmer's policies as ordered by Chairwoman Wefer.

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

60. The named Defendants all participated directly and indirectly in the affairs of the criminal enterprise as defined under N.J.S.A. 2C:41-1 et seq. through racketeering activities, including carrying to fruition a political patronage policy to gain and maintain political power.

61. 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. Defendants' Enterprise affects commerce and trade by engaging in discriminatory employment practices in violation of the New Jersey Constitution and state law through a pattern of racketeering.

63. 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 whom 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.

64. Defendants conducted and participated in the operation and management of the Enterprise. The Enterprise was and continued to be operated to carry out Mayor Zimmer's political policies and exert her political control over the City of Hoboken through racketeering activities.

65. The aforementioned conduct by Defendants on behalf of the Criminal Enterprise constitutes a violation under (N.J.S.A. § 2C:27-12) in that the interference with Plaintiff's employment which did not require a political affiliation, was undertaken for the purpose to deprive him of a benefit or injure him.

66. 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 furtherance of, the Enterprise.

67. 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 whom 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.

68. Plaintiff has been injured 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 Plaintiff's termination and reputational harm suffered as a direct and proximate result of Defendants' unlawful conduct.

69. Plaintiff has been injured by reason of the aforementioned 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 and continues to suffer economic and emotional distress 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. Trebled Damages;
- b. 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.

COUNT IV

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

**NEW JERSEY RICO (conspiracy)**

70. 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.

71. Defendants conspired to violate the provisions of N.J.S.A. 2C:41-1(c) in the manner set forth in Count III 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).

72. Plaintiff has been injured in his business 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.

73. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has suffered damages including, though not limited to, loss of employment, loss of business reputation, and other damages to date in an amount to be determined by a jury at the time of trial.

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, Acevedo 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**

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

Dated: June 29, 2016

  
\_\_\_\_\_  
LOUIS A. ZAYAS, ESQ.

**DESIGNATION OF TRIAL COUNSEL**

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

Dated: August 1, 2016

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

Date: August 1, 2016

  
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LOUIS A. ZAYAS, ESQ.

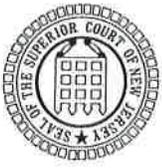
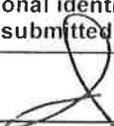
**CERTIFICATION PURSUANT TO R. 4:5-1**

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: August 1, 2016

  
\_\_\_\_\_  
LOUIS A. ZAYAS, ESQ.

Appendix XII-B1

	<b>CIVIL CASE INFORMATION STATEMENT (CIS)</b>		<b>FOR USE BY CLERK'S OFFICE ONLY</b>		
			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-3126-16		
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) LUIS ACEVEDO		CAPTION LUIS ACEVEDO v. HOBOKEN HOUSING AUTHORITY, et al.			
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			
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>					
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 ZOMETA/AREZIA                      | 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