

118292015

ANTHONY VETTER, on behalf of himself and all  
others similarly situated,

Plaintiff,

v.

GUARANTEED SUBPOENA SERVICE, INC.;  
CONSTABLES OFFICE OF NEW JERSEY, INC;  
PHILIP GERON; ABC COMPANIES 1-25  
(fictitiously named parties); and JOHN and JANE  
DOES 1-25 (fictitiously named parties),

Defendants.

RECEIVED #3  
2016 JUN 14 A 10:50  
CIVIL OFFICE  
MIDDLESEX COUNTY

**SUPERIOR COURT OF NEW  
JERSEY LAW DIVISION –  
MIDDLESEX COUNTY**

DOCKET NO.: MID-L-\_\_\_\_ - \_\_\_\_

Civil Action

3650-16

**CLASS ACTION COMPLAINT AND  
JURY DEMAND**

Anthony Vetter, by and through his attorneys, individually and on behalf of all others similarly situated, makes the following allegations based on his personal knowledge of his own acts and, otherwise, upon information and belief including based on investigation of counsel.

**NATURE AND SUMMARY OF THE ACTION**

1. Plaintiff, by and through undersigned counsel, brings this action both on his own behalf and on behalf of the class defined below, comprised of all individuals and entities similarly situated within the State of New Jersey to redress the unlawful commercial practices employed by Defendants, Guaranteed Subpoena Services, Inc. (“Guaranteed”), Constables Office of New Jersey, Inc. (“Constables”) and/or Philip Geron (“Geron”) (collectively, “Defendants”), whereby Defendants bill and collect from its customers reimbursement for pass-through attendance fee expenses which are never actually incurred by the Defendants.

2. Defendants engaged, and continue to engage, in this unlawful, unconscionable, misleading, deceptive and or misrepresentative commercial practice in connection with their process services in violation of the New Jersey Consumer Fraud Act (“NJCFA”), *N.J.S.A. 56:8-1*

*et seq.*, and certain common law standards. As a result of Defendants' unlawful commercial practices Plaintiff and class members have suffered ascertainable losses in that they reimbursed Defendants for costs that Defendants billed them for but never actually incurred.

### **THE PARTIES**

3. Plaintiff Anthony Vetter is an individual adult resident citizen of the City of Bayonne, County of Hudson, State of New Jersey and is a member of the Class alleged herein.

4. Defendant Guaranteed is a New Jersey corporation with its principal place of business at 2009 Morris Avenue, Union, NJ 07083.

5. Defendant Constables is a New Jersey non-profit corporation and shares Guaranteed's principal place of business at 2009 Morris Avenue, Union, NJ 07083.

6. Defendant Geron is a principle of both Guaranteed and Constables and, upon information and belief, a resident of the State of New Jersey who actively participated in, was actively involved with the activities alleged herein and/or otherwise knew or should have known of the illegal practices complained of herein.

7. Defendants Guaranteed, Constables, and Geron are collectively referred to herein as "Defendants."

8. At all relevant times, and in connection with Defendants' business of civil process serving services offered throughout the United States, with such actions occurring and emanating from their headquarters in the State of New Jersey, Defendants utilized and continue to utilize unconscionable, deceptive, fraudulent, false and/or misrepresentative practices by billing their customers for costs that Defendants did not incur. These practices were employed with the intent to deceive, mislead and/or misrepresent to their customers that the attendance fees charged

by Defendants were a pass-through cost when, in many instances, such cost never in fact occurred.

9. As such, Defendants' customers paid for and reimbursed Defendants for costs which were never in fact incurred by Defendants, suffering ascertainable losses as a result of Defendant's unconscionable, deceptive, fraudulent and misrepresentative acts.

10. Defendants are headquartered in New Jersey and the situs of the harm to Plaintiff and Class Members emanates from New Jersey. Defendant's do substantial business throughout the State including in Middlesex County. As such, Middlesex maintains a significant interest in regulating Defendants' conduct which emanates from this State, yet likely deceives consumers nationwide.

### **FACTUAL ALLEGATIONS**

11. Guaranteed dominates the civil process service industry in New Jersey and across the United States. According to its website, Guaranteed is a "national process servicing company" and the "largest process servers of civil process in the United States[.]" serving someone in the world "[e]very 70 seconds of every day[.]" See [www.served.com](http://www.served.com).



12. According to its website, [www.served.com](http://www.served.com), Guaranteed "is the largest and the most successful servers of civil process in the United States[.]" and "serve over 3,000 documents on any given day[.]" for at over "30,000" law firms clients who "put their trust in" Guaranteed. See <https://www.served.com/news.aspx>.



13. Additionally, according to Guaranteed, it possesses “over five million (\$5,000,000.00) dollars of on premises technology, fifty-two work stations and a staff of seventy-eight”, “utilizes the most advanced software and hardware in the industry” and employs “a permanent Quality Review team”, all contributing to make Guaranteed not only the largest private civil process server, but “the outsource partner for government agencies across the United States.” See <https://www.served.com/about.aspx>.

14. According to its Certificate of Incorporation, Constables was established “[t]o organize constables and constable officers into an organization to promote the activities of constables.”

15. Constables sole business activity is to issue negotiable instruments (*i.e.*, checks), representing attendance fees required under relevant State Statute and/or the Rules of Court, (*i.e.*, R. 1:43), to be served by Guaranteed, along with the relevant legal document(s), upon third parties for which Guaranteed was retained for the service of process.

16. Geron is the founder, president and Chief Executive Officer of Guaranteed and Constables. Philip Geron devised, implemented, participated in and carried out the practice of Defendants to charge customers the pass through attendance fees knowing those checks are often never cashed and not thereafter reimbursing the class members.

17. When Philip Geron was questioned about this unusual activity by an employee, including about the issue of never reconciling the Constables of New Jersey bank account(s) on which the attendance fee checks were written, Mr. Geron chided and reprimanded the employee. It is boilerplate law in New Jersey that individuals can be sued personally for their individual

tortious, fraudulent or negligent acts. It does not matter whether or not those acts were committed in the course of their employment or agency with a particular corporation. Indeed, a director or officer of a corporation will incur personal liability for his/her torts where that officer or director commits a tort, or directs the tortious act to be done, or participates or cooperates therein, as Philip Geron did in this case. In that regard, the officer or director is liable to third persons injured even though liability may also attach to the corporation for the tort. *See, e.g., Charles Bloom & Co. v. Echo Jewelers*, 279 N.J.Super. 372, 381 (App.Div. 1995) (“Corporate officers are liable to persons injured by their own torts, even though they were acting on behalf of the corporation and their intent was to benefit the corporation.”), *citing, Sensale v. Applikon Dyeing & Printing Corp.*, 12 N.J.Super. 171, 175 (App.Div.1951) (“[A] director or officer who commits the tort or who directs the tortious act to be done, or participates or cooperates therein, is liable to third persons injured thereby, even though liability may also attach to the corporation for the tort.”); *McGlynn v. Schultz*, 90 N.J.Super. 505, 527 (App.Div.1966); *Robsac Industries, Inc. v. Chartpak*, 204 N.J.Super. 149, 156 (App.Div.1985); *see also Printing Mart v. Sharp Electronics*, 116 N.J. 739, 762 (1989); *Van Natta Mech. Corp. v. DiStaulo*, 277 N.J.Super. 175, 191 (App. Div. 1994) (a corporate officer or principal can be held liable if that individual commits a tort, even if he was acting on behalf of the corporation and for its benefit); *Robsac Industries, Inc. v. Chartpak*, 204 N.J.Super. 149, 156 (App. Div. 1985); *Cappiello v. Ragen Precision Indus., Inc.*, 192 N.J.Super. 523, 230 (App. Div. 1984); *McGlynn v. Schultz*, 95 N.J.Super. 412, 416 (App. Div. 1967), *certif. denied*, 50 N.J. 409 (1967). The same is also obviously true for ordinary employees and agents of the corporation. *Id.*; *see also, e.g., Carter v. Reynolds*, 175 N.J. 402, 408 (2003) (generally discussing the principle of respondeat superior.); *Saltiel v. GSI Construction*, 170 N.J. 297 (2002).

18. Plaintiff's allegations relate to the illegal billing and collection arrangement utilized by the Defendants to illegally bill, collect and retain certain reimbursable expenses paid by Defendants' customers to the Defendants without the Defendants having actually incurred the expenses.

19. Guaranteed utilizes Constables for the purpose of issuing negotiable instruments (*i.e.*, checks) to various third parties for whom Guaranteed was retained by its customers to act as a process server of legal and other documents.

20. Guaranteed calculates and obtains from Constables a check in the amount of the attendance fee required under State Statute and/or the Rules of Court in the relevant jurisdiction. Thereafter, Guaranteed serves upon the identified party a copy of the legal document(s) provided to Guaranteed by its customers, together with Constables' check.

21. In most instances, the amount of the attendance fees required to be served under the relevant State Statute and/or Rules of Court are negligible and ranged as low as \$2.00. It is for this reason, among others, that in many instances the attendance fee checks are never cashed by the recipients and, therefore, the cost represented by the Constables' check is never actually incurred by Defendants.

22. Notwithstanding having not actually incurred these attendance fee costs, immediately upon the completion of each service of process, Guaranteed submits an invoice to its customers seeking payment of the agreed upon fee for the service of process, as well as "reimbursement" for the attendance fee represented by the Constables check. The customers then issue payment for the service fee and attendance fee directly to Guaranteed.

23. Guaranteed never issues a refund to its customers for attendance fee costs that are never actually incurred.

24. Such attendance fee costs are represented by the Defendants as a “pass-through cost” to customers and, thus, never pursued or reimbursed, causing ascertainable losses for Plaintiff and Class Members and unjust profits for Defendants.

25. In this regard, on or about August 11, 2013, Plaintiff, through his counsel, retained the services of Guaranteed to serve a Subpoena *Duces Tecum* upon the Bayonne Municipal Court in a case then pending in the Superior Court of New Jersey, Hudson County.

26. On the same date, Constables issued check number 0236 to the “Bayonne Municipal Court” in the amount of Ten Dollars and zero cents (\$10.00) representing the “Attendance Fee” and, on or about August 13, 2013, Guaranteed provided the check to the Bayonne Municipal Court along with service of the Subpoena *Duces Tecum*.

27. On or about August 14, 2013, Guaranteed issued an invoice to Plaintiff’s counsel comprised of \$59.95 as a “Service Fee” and \$10.00 for the “Attendance Fee” despite the fact the “Attendance Fee” check was not yet cashed by the Bayonne Municipal Court.

28. Plaintiff paid Guaranteed’s invoice, and was not aware and was never told that the \$10.00 “Attendance Fee” check issued by Constables was never cashed.

29. Defendants never issued a refund to Plaintiff, despite billing and receiving payment from Plaintiff for the “Attendance Fee” expense that they did not incur.

30. As a direct and proximate result of Defendants’ deceptive, unlawful, misleading, fraudulent, misrepresentative and/or unconscionable practices, Plaintiff and those similarly situated suffered ascertainable losses in that they have been charged for expenses never actually incurred by Defendants. Moreover, as a result of these deceptive, unlawful, misleading, fraudulent and/or unconscionable practices, Defendants have for several years earned a windfall by collecting reimbursements of costs in the form of attendance fees from their customers that

they never incurred. Additionally, Defendants provide a service to attorneys on behalf of their clients and therefore have a heightened responsibility to make sure their billing is legitimate and correct.

31. Plaintiff therefore brings the statutory and common law claims alleged herein to halt Defendants' deceptive, unconscionable, unlawful, fraudulent, sharp and misleading practices and to obtain compensation for the losses suffered by Plaintiff and all Class Members.

### **CLASS ACTION ALLEGATIONS**

32. Plaintiff brings this class action on behalf of himself and all members of the following Class:

**All individuals and entities within the State of New Jersey who were billed by Defendants for attendance fee costs that Defendants did not incur from June 2010 to the Present.**

33. Subject to additional information obtained through further investigation and discovery, the foregoing definition of the Class may be expanded or narrowed by amendment or amended complaint.

34. Specifically excluded from the proposed Class are Defendants, their officers, directors, agents, trustees, parents, children, corporations, trusts, representatives, employees, successors, assigns, or other persons or entities related to or affiliated with Defendants and/or their officers and/or directors, or any of them. Also excluded from the proposed Class are the Court, the Court's immediate family and Court staff.

### **R. 4:32-1 FACTORS**

35. The Class is so numerous that separate joinder of each member is impracticable. The precise number of Class Members is unknown at this time but can be readily determined



- d) Whether defendants followed standardized practices in the operation of their business especially as related to their billing practices for attendance fees, even though Defendant never actually incurred those charges;
- e) Whether Defendants knowingly concealed, suppressed, omitted or failed to disclose the true nature of attendance fee checks with the intent that their customers would rely on this concealment, suppression or omission in connection with their payment of Defendants' invoice for services;
- f) Whether Defendants' conduct and scheme to defraud their customers is unlawful, unfair, fraudulent, misleading and/or deceitful;
- g) Whether the acts of Defendants violated, inter alia, the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et seq., as well as any other applicable state, common and statutory law;
- h) Whether the Class is entitled to injunctive relief prohibiting the wrongful practices alleged herein and enjoining such practices in the future;
- i) Whether Plaintiff and members of the Class are entitled to restitution;
- j) Whether compensatory, consequential and punitive damages ought to be awarded to Plaintiff and Class Members;
- k) Whether Plaintiff and Class Members are entitled to treble damages;
- l) Whether Plaintiff and Class Members are entitled to attorneys' fees and expenses, and in what amount;
- m) The proper method for calculating damages and restitution class-wide; and
- n) Whether Plaintiff and Class Members are entitled to declaratory and/or other equitable relief.

from Defendants' records. Plaintiff reasonably estimates that there are tens of thousands of persons in the Class.

36. Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff has retained counsel highly experienced in complex consumer class action litigation and intends to prosecute this action vigorously. Plaintiff is a member of the Class described herein and does not have interests antagonistic to, or in conflict with, the other members of the Class.

37. Plaintiff's claims are typical of the claims of the members of the Class. Plaintiff and all members of the Class were subjected to Defendants' common course of conduct in that they were improperly charged pass through attendance fee costs which were never actually incurred by Defendants.

38. There are numerous and substantial questions of law and fact common to all Class Members that control this litigation and predominate over any individual issues. Included within the common questions are:

- a) Whether Defendants falsely misrepresented their costs on their bills to customers by including charges for pass through attendance fee expenses that they never actually incurred;
- b) Whether Defendants deliberately misrepresented or failed to disclose material facts to its customers regarding attendance fee reimbursement;
- c) Whether Defendants should have reimbursed class members for pass through attendance fees paid to defendants even though defendants never actually incurred those fees;

39. Defendants have acted on grounds generally applicable to the entire Class, thereby making final injunctive relief and/or corresponding declaratory relief appropriate with respect to the Class as a whole. The prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications with respect to individual members of the Class that would establish incompatible standards of conduct for Defendants.

40. Injunctive relief is necessary to prevent further fraudulent and unfair business practices by Defendants. Money damages alone will not afford adequate and complete relief, and injunctive relief is necessary to restrain Defendants from continuing to commit their deceptive, fraudulent and unfair policies.

41. As set forth in detail herein above, common issues of fact and law predominate because all of Plaintiff's statutory and common law claims are based on a deceptive common course of conduct. Whether Defendants' conduct is unlawful and likely to deceive reasonable consumers is common to all members of the Class and are the predominate issues, and Plaintiff can prove the elements of his claims on a class-wide basis using the same evidence as would be used to prove those elements in individual actions alleging the same claims.

42. A class action is superior to other available methods for the fair and efficient adjudication of this controversy for at least the following reasons:

- a) Given the size of the claims of individual Class Members, as well as the resources of Defendants, few, if any, could afford to seek legal redress individually for the wrongs alleged herein;
- b) This action will permit an orderly and expeditious administration of the claims of Class Members, will foster economies of time, effort and expense and will ensure uniformity of decisions;

c) Any interest of Class Members in individually controlling the prosecution of separate actions is not practical, creates the potential for inconsistent or contradictory judgments and would create a burden on the court system;

d) Without a class action, Class Members will continue to suffer damages, Defendants' violations of law will proceed without remedy, and Defendants will continue to reap and retain the substantial proceeds derived from its wrongful and unlawful conduct. Plaintiff and the Classes have suffered damages as a result of Defendants' unlawful and unfair conduct. This action presents no difficulties that will impede its management by the Court as a class action.

43. Certification is also warranted because Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making final injunctive relief and declaratory relief appropriate with respect to the Class as a whole.

44. The claims asserted herein are applicable to all individuals and entities throughout New Jersey who were billed for attendance fee costs which were never in fact incurred. The State of New Jersey has sufficient state interest through a significant contact or aggregation of contacts to the claims asserted by each member of the Class so that the choice of New Jersey law is not arbitrary or unfair.

### **CLAIMS FOR RELIEF**

Based on the foregoing allegations, which are repeated and realleged by reference herein,

Plaintiff's claims for relief include the following:

#### **COUNT ONE**

**(Violations of New Jersey Consumer Fraud Act, N.J.S.A. 56:8-2 et seq.)  
(Unconscionable Commercial Practices)**

45. Plaintiff repeats and re-avers the allegations contained above as if set forth at length herein.

46. The New Jersey Consumer Fraud Act ("NJCFA"), N.J.S.A. 56:8-2, prohibits:

The act, use or employment by any person of any unconscionable commercial practice, deception, fraud, false pretense, false promise, misrepresentation, or the knowing concealment, suppression, or omission of any material fact with intent that others rely upon such concealment, suppression or omission, in connection with the sale or advertisement of any merchandise or real estate, or with the subsequent performance of such person as aforesaid, whether or not any person has in fact been misled, deceived or damaged thereby...

47. The NJCFA defines "merchandise" as including "any objects, wares, goods, commodities, services or anything offered, directly or indirectly to the public for sale." N.J.S.A. 56:8-1(c).

48. At all times relevant hereto, the Defendants were engaged in the advertisement and sale of merchandise within the meaning of the NJCFA, specifically civil process serving services.

49. Defendants have engaged, and continue to engage, in unconscionable commercial practices including, but not limited to, (i) the premature billing of Plaintiff and Class Members for pass through expenses, namely, attendance fees, not actually incurred; and (ii) the failure to refund those fees to Plaintiff and Class Members when Defendants knew or should have known were not actually incurred.

50. Each unconscionable commercial practice by the Defendants constitutes a separate violation under the NJCFA.

51. As a direct and proximate result of the ongoing unconscionable commercial business practices of the Defendants, Plaintiff and Class Members have suffered ascertainable losses in that they paid for pass through costs that the Defendants did not incur.

**COUNT TWO**  
**(Violations of New Jersey Consumer Fraud Act, N.J.S.A. 56:8-2 et seq.)**  
**(Deception, False Promises and Misrepresentations)**

52. Plaintiff repeats and re-avers the allegations contained above as if set forth at length herein.

53. As set forth above, Guaranteed would and does prematurely and improperly bill its customers for reimbursement of attendance fee costs it has not incurred.

54. To compound this illegal practice, Defendants took no action to either (i) confirm that the costs reimbursements from Plaintiff and Class Members were ultimately incurred and were properly billed; or (ii) refund cost reimbursements to Plaintiff and Class Members when Defendants discovered, as they must through even the most basic accounting, that the attendance fee checks they wrote in connection with the service of process were never actually cashed.

55. Notwithstanding the knowledge of the Defendants that they were billing and being reimbursed for expenses not actually incurred, Defendants continued to advertise their services to the general public, putting particular emphasis on Guaranteed's "over five million (\$5,000,000.00) dollars of on premises technology, fifty-two work stations and a staff of seventy-eight", "utilizes the most advanced software and hardware in the industry" and employs "a permanent Quality Review team", on which Guaranteed's clients, like Plaintiffs, could rely on the "assured accuracy, completeness and instant, 24/7 advice on the status of your work." Defendants advertised and otherwise held their process service fee as one amount. They then billed the attendance fee as a separate pass through cost to the customer. Often, however, those attendance fee checks were never cashed by the recipient of the process and check. But Defendants kept those pass through funds and never reimbursed Plaintiff nor Class Members.

56. In reliance on these representations by the Defendants, Plaintiff and Class Members have been damaged and continued utilizing the services of the Defendants to their detriment.

57. Each act of deception, false promise and/or misrepresentation by the Defendants constitutes a separate violation under the NJCFA.

58. As a direct and proximate result of the ongoing deception, false promise and/or misrepresentation of the Defendants, Plaintiff and Class Members have been caused to suffer ascertainable losses.

59. The Defendants conduct as described in this Complaint was knowing as that term is used and defined by the NJFCA.

**COUNT THREE**  
**(Unjust Enrichment)**

60. Plaintiff incorporates the above allegations by reference as if fully set forth herein.

61. A benefit has been conferred upon Defendants by Plaintiff and Class Members in that they were never reimbursed for attendance fee costs which were billed to Plaintiff and Class Members yet never actually incurred by the Defendants. Had Plaintiff and the class known the true facts, they would have expected to have been reimbursed.

62. If consumers were aware that Defendants had not incurred the attendance fee costs billed to them, Defendants' customers would have sought reimbursement of same.

63. Under principles of equity and good conscience, Defendants should not be permitted to retain revenue that it acquired by virtue of its unlawful conduct. All funds, revenue, and benefits received by Defendants rightfully belong to Plaintiff and Class Members, which Defendants have unjustly received as a result of its actions.

### **DEMAND/PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that this Court:

- A. Find that the claims alleged herein may be maintained as a class action and enter an order certifying the Class as defined above;
- B. Appoint Plaintiff Vetter, an individual, as the Class representative and his counsel as Class counsel;
- C. Award actual, general, special, incidental, statutory, compensatory and consequential damages on all applicable claims and in an amount to be established at trial;
- D. Award exemplary and punitive and/or treble damages on all applicable claims in an amount to be established at trial;
- E. Award pre-judgment and post-judgment interest on such monetary relief;
- F. Award reasonable attorney's fees and costs;
- G. Enjoin Defendants from continuing the wrongful acts alleged herein; and
- H. Award such other relief as this Court deems just and proper.

### **JURY DEMAND**

Pursuant to R. 4:35-1, Plaintiffs demand a trial by jury for all issues so triable.

### **DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, Gerald H. Clark, Esquire is hereby designated as trial counsel.

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

The undersigned, Gerald H. Clark, Esq., certifies on behalf of Plaintiffs as follows:

- 1. I am an attorney admitted to practice law in the State of New Jersey and am the principal of the Clark Law Firm, PC, counsel for the above-named Plaintiffs in the subject action.
- 2. I am aware of no other action involving the same facts contained herein.
- 3. There are no other parties who should be joined in this action that we are aware of at the present time.

I HEREBY CERTIFY that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are wilfully false, I am subject to punishment.



**CLARK LAW FIRM, P.C.**

Dated: June 9, 2016

By:



Gerald H. Clark, Esq.  
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*Attorneys for Plaintiff*

**Appendix XII-B1**

	<b>CIVIL CASE INFORMATION STATEMENT (CIS)</b>		<b>FOR USE BY CLERK'S OFFICE ONLY</b>	
	<p>Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> <b>Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed</b></p>		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 Gerald H. Clark		TELEPHONE NUMBER (732) 443-0333		COUNTY OF VENUE Middlesex <b>3650-16</b>
FIRM NAME (if applicable) Clark Law Firm, PC		DOCKET NUMBER (when available) MID-L-		
OFFICE ADDRESS 811 Sixteenth Avenue Belmar, New Jersey 07719		DOCUMENT TYPE COMPLAINT AND JURY DEMAND		
		JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
NAME OF PARTY (e.g., John Doe, Plaintiff) Anthony Vetter		CAPTION Anthony Vetter v. Guaranteed Subpoena Service, Inc.; Constables Office of New Jersey, Inc.; Philip Geron		
CASE TYPE NUMBER (See reverse side for listing) 699	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 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 checked="" 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 <i>Rule 1:38-7(b)</i> .				
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/AREIDIA                     | 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

MIDDLESEX VICINAGE CIVIL DIVISION  
P O BOX 2633  
56 PATERSON STREET  
NEW BRUNSWICK NJ 08903-2633

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (732) 519-3728  
COURT HOURS 8:30 AM - 4:30 PM

DATE: JUNE 23, 2016  
RE: VETTER ANTHONY VS GUARANTEED SUBPOENA SERVICES INC  
DOCKET: MID L -003650 16

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 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 MICHAEL V. CRESITELLO

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002  
AT: (732) 519-3737 EXT 3737.

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: MARK W. MORRIS  
CLARK LAW FIRM PC  
811 SIXTEENTH AVENUE  
BELMAR NJ 07719

JUMGAR2