

**O'CONNOR, PARSONS, LANE & NOBLE, LLC**

Gregory B. Noble, Esq. (#017601998)

R. Daniel Bause, Esq. (#019122011)

435 East Broad Street

Westfield, New Jersey 07090

Phone: 908-928-9200

JOY SPRIGGS,  
Plaintiff

vs.

CITY OF PLAINFIELD, ADRIAN O.  
MAPP, MAYOR OF THE CITY OF  
PLAINFIELD, REBECCA WILLIAMS,  
COUNCIL PRESIDENT, CORY  
STORCH, COUNCILMAN, 2<sup>ND</sup> WARD,  
JOYLETTE MILLS-RANSOME,  
COUNCILWOMAN AT LARGE, 2<sup>ND</sup> &  
3<sup>RD</sup> WARD, CHARLES McCREA,  
COUNCILMAN, 3<sup>RD</sup> WARD, R. ALLAN  
SMILEY, CITY ADMINISTRATOR,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: UNION COUNTY  
DOCKET NO: UNN-L-002710-17

Civil Action

**COMPLAINT AND JURY DEMAND**

**FACTUAL ALLEGATIONS COMMON TO ALL COUNTS**

Plaintiff, Joy Spriggs, ("plaintiff" or "Ms. Spriggs") resides at 972 Oakland Avenue, Plainfield, New Jersey 07060, by way of Complaint against the above-captioned defendant, complains and says:

1. The plaintiff resides at 972 Oakland Avenue, Plainfield, New Jersey 07060, as a citizen of City of Plainfield, New Jersey, Union County, and as detailed below, plaintiff suffered damages and injuries as a result of defendant's unlawful conduct.

2. The City of Plainfield is a New Jersey Municipality with its principal place of business at 515 Watchung Avenue, Plainfield, New Jersey. At all times relevant hereto, this defendant was Plaintiff's employer.

3. Adrian O. Mapp is the Mayor of the City of Plainfield and at all times relevant hereto, had decision-making authority with regard to plaintiff's termination and replacement.

4. Rebecca Williams, at all times relevant hereto, was the City Council President and had decision-making authority with regard to plaintiff's termination and replacement.

5. Corey Storch, at all times relevant hereto, was a City Councilman and had decision-making authority with regard to plaintiff's termination and replacement.

6. Joylette Mills-Ransome, at all times relevant hereto, was a Councilwoman and had decision-making authority with regard to plaintiff's termination and replacement.

7. Charles McCrea, at all times relevant hereto, was a Councilman and had decision-making authority with regard to plaintiff's termination and replacement.

8. R. Allan Smiley, at all times relevant hereto, was a City Administrator and had decision-making authority with regard to plaintiff's termination and replacement.

9. In or about November of 2001, Plaintiff became employed as a Municipal Public Defender.

10. From 2001 until 2016, over a 15 year period, she was renewed on an annual basis and re-appointed.

11. In or about December 2016, our client was notified by Corporation Counsel David Minchello, Esq., that she was not to be renewed for 2017.

12. In or about January of 2017, the Defendant approved Douglas Mitchell, Esq. for the position.

13. Mayor Adriane Mapp had a male dominated cabinet. Mayor Adrian O. Mapp desired men in positions such as Plaintiff's. All of the current Municipal Public Defenders are male. At the time of her non-renewal, Plaintiff was the only female Municipal Public Defender.

14. Plaintiff's husband was diagnosed with pancreatic cancer in or about 2013. From 2014 until the date of her non-renewal, the Defendant expressed ill-will towards Plaintiff for her attempt at exercise of rights under the New Jersey Family Leave Act, which permits leave to care for an immediate family member. In fact, Adrian O. Mapp, Mayor, said to a counsel person and cabinet members, after being advised that he could not terminate Plaintiff after she applied for family leave, "That's okay, I'll just fire her."

15. The defendant was well aware that Plaintiff suffered from a disability in the form of Post Traumatic Stress Disorder connected to an armed home invasion she and her family suffered in or about 2012.

16. In addition, when Plaintiff applied for certain disability benefits relating to her PTSD following the death of her husband, the Director of Personnel advised that the City ceased her enrollment in the state disability plan, despite the fact that she was still employed. Plaintiff was never notified and as a result she was not eligible for same which caused economic and other hardship.

17. Further exacerbating the illegal nature of her termination is the fact that the City of Plainfield maintains a Municipal Ordinance imposing a residency requirement on Plaintiff's position. The individual who was hired to replace Plaintiff does not reside in Plainfield, while Plaintiff has and currently does live in Plainfield. Indeed, pursuant to Article 19, Section 11:19-1, et. seq., Plainfield is only permitted to

look outside the City for qualified candidates if there are no qualified candidates living in Plainfield. The Plaintiff has been an attorney licensed in the State of New Jersey for over twenty-five (25) years and held the position as the City of Plainfield Public Defender for over fifteen (15) years.

18. Further exacerbating the unlawful termination is the fact that Plaintiff is owed sick and vacation time for the past fifteen (15) years which has not been paid and at all times relevant hereto was employed by defendants.

### **FIRST COUNT**

#### **New Jersey Law Against Discrimination Gender Discrimination**

1. Plaintiff hereby incorporates each and every allegation of the within paragraphs of this Complaint as if they were fully set forth at length herein.

2. Plaintiff was terminated from her position as Chief Municipal Public Defender on account of her gender.

3. Defendant's termination of Plaintiff on the basis of her gender constitutes gender discrimination in violation of the New Jersey Law Against Discrimination ("LAD").

4. Pursuant to the LAD, Defendant is liable for the acts constituting gender discrimination by employees/representatives of the City/the Mayor.

5. Plaintiff has been severely injured as a result of such gender discrimination that she has suffered, and continues to suffer, physical and bodily injuries, severe emotional distress, humiliation, embarrassment, anguish, personal hardship, career and social disruption, psychological and emotional harm, economic losses, lost employment opportunities, and other such damages.

WHEREFORE plaintiff, Joy Spriggs, demands judgment against Defendant, for harm suffered as a result of defendant's discrimination as follows:

- (a) full compensation for back pay and benefits with full remuneration, with interest;
- (b) full compensation for front pay and benefits with full remuneration, with interest;
- (c) compensatory damages;
- (d) consequential damages;
- (e) liquidated and/or punitive damages;
- (f) pre-judgment interest;
- (g) her attorneys' fees and costs with appropriate enhancement under Rendine v. Pantzer, 141 N.J. 292 (1995);
- (h) re-instatement to position as Chief Municipal Public Defender; and
- (i) such other relief which this court deems to be just and equitable.

**SECOND COUNT**

**New Jersey Law Against Discrimination  
Handicap Discrimination/Perceived Handicap Discrimination**

1. Plaintiff hereby incorporates each and every allegation of the within paragraphs of this Complaint as if they were fully set forth at length herein.
2. Plaintiff suffers from a recognized handicap under the LAD in that she suffers from Post Traumatic Stress Disorder ("PTSD").
3. Defendant violated the LAD by terminating Plaintiff's employment as a result of her disability and/or a perceived disability on the part of Defendant. Said

conduct by the Defendant in discriminating against Plaintiff because of her disability and/or because of perceived disability constitutes handicap discrimination under the LAD.

4. The conduct engaged in by the Defendant constitutes egregious behavior and willful indifference by upper management to the rights of Plaintiff sufficient to subject Defendant to punitive damages under the LAD.

WHEREFORE plaintiff, Joy Spriggs, demands judgment against Defendant, for harm suffered as a result of defendant's handicap and/or perceived handicap discrimination in violation of the LAD as follows:

- (a) full compensation for back pay and benefits with full remuneration, with interest;
- (b) full compensation for front pay and benefits with full remuneration, with interest;
- (c) compensatory damages;
- (d) consequential damages;
- (e) liquidated and/or punitive damages;
- (f) pre-judgment interest;
- (g) her attorneys' fees and costs with appropriate enhancement under Rendine v. Pantzer, 141 N.J. 292 (1995);
- (h) re-instatement to position as Chief Municipal Public Defender; and
- (i) such other relief which this court deems to be just and equitable.

**THIRD COUNT**

**Violation of the New Jersey Family Leave Act**

1. Plaintiff hereby incorporates each and every allegation of the within paragraphs of this Complaint as if they were fully set forth at length herein.

2. The New Jersey Family Leave Act ("FLA") requires employers to grant eligible employees up to twelve (12) weeks of job-protected unpaid leave for, among other things, the care of a family member with a serious health condition.

3. Defendant, City of Plainfield, is a covered employer under the FLA.

4. Plaintiff was an employee of Defendant, City of Plainfield, and was eligible for FLA leave during the relevant time periods referenced herein, including periods in 2013-2015.

5. The Defendant violated the FLA by interfering with, restraining, and/or denying the exercise of Plaintiff's rights under the Act by failing to designate her leave of absence as protected FLA leave, despite reasonable notice, and by failing to abide by its obligations under the Act.

6. Furthermore, the Defendant violated the Act by retaliating against Plaintiff for her attempted and/or actual exercise of rights.

WHEREFORE plaintiff, Joy Spriggs, demands judgment against Defendant, City of Plainfield, for harm suffered as a result of defendant's violation of the FLA as follows:

- (a) full compensation for back pay and benefits with full remuneration, with interest;

- (b) full compensation for front pay and benefits with full remuneration, with interest;
- (c) compensatory damages;
- (d) consequential damages;
- (e) liquidated and/or punitive damages;
- (f) pre-judgment interest;
- (g) her attorneys' fees and costs with appropriate enhancement under Rendine v. Pantzer, 141 N.J. 292 (1995);
- (h) re-instatement to position as Chief Municipal Public Defender; and
- (i) such other relief which this court deems to be just and equitable.

#### FOURTH COUNT

##### **Violation of Municipal Ordinance Article 19, Section 11:19-1, et seq.**

1. Plaintiff hereby incorporates each and every allegation of the within paragraphs of this Complaint as if they were fully set forth at length herein.

2. Article 19, Section 11:19-1, et seq., requires that the City of Plainfield hire Plainfield residents for Plaintiff's position. It states: "Any person who shall hereafter become officers or employee of the City, whether appointed through statute or ordinance or otherwise employed, are hereby required, as condition of their initial employment and continued employment, to have their place of abode in the City as to remain bona fide resident thereof."

3. Non-residents can only be considered if there are insufficient qualified residents residing in the City of Plainfield. It states: "Whenever the appointing authority of the City with the approval of the Mayor or City Administrator shall



determine that there cannot be recruited a sufficient number of qualified residents for available specific positions or employments, the City shall advertise for other qualified applicants. The appointing authority shall through the Director of Personnel classify all qualified applicants."

4. Plaintiff had been performing the position of Municipal Public Defender since in or about 2001 and was clearly the most qualified candidate to remain in that position. Instead of renewing the arrangement, Plaintiff was summarily discharged in favor of an underqualified and/or unqualified non-resident of the City of Plainfield.

5. By terminating Plaintiff and hiring an unqualified non-resident, Defendant has violated its own Municipal Ordinance entitled "Residency Requirements".

WHEREFORE plaintiff, Joy Spriggs, demands judgment against Defendant, for harm suffered as a result of Defendant's violations of the Municipal Ordinance as follows:

- (a) re-instatement to position as Chief Municipal Public Defender;
- (b) full compensation for back pay and benefits with full remuneration, with interest;
- (c) full compensation for front pay and benefits with full remuneration, with interest;
- (d) compensatory damages;
- (e) consequential damages;
- (f) liquidated and/or punitive damages;
- (g) pre-judgment interest;

- (h) her attorneys' fees and costs with appropriate enhancement under Rendine v. Pantzer, 141 N.J. 292 (1995);
- (i) such other relief which this court deems to be just and equitable.

**FIFTH COUNT**

**Violation of New Jersey Wage and Hour Loss/The New Jersey Wage Payment Law**

1. Plaintiff hereby incorporates each and every allegation of the within paragraphs of this Complaint as if they were fully set forth at length herein.

2. Plaintiff was not paid for vacation and sick time she was entitled to throughout her employment with the Defendants.

3. Defendant's failure to pay Plaintiff appropriate sick and vacation time violates the New Jersey Wage Payment Law, N.J.S.A. 34:11-4. et seq. and the New Jersey State Wage And Hour Law, N.J.S.A. 34:11-56a et seq.

4. Plaintiff has been severely injured as a result of Defendant's violation of the New Jersey Wage and Hour Loss and Wage Payment Law and has suffered severe economic losses and other such damages.

WHEREFORE plaintiff, Joy Spriggs, demands judgment against Defendant, for harm suffered as a result of Defendant's violation of the New Jersey State Wage and Hour Law and the New Jersey Wage Payment Law as follows:

- (a) re-instatement to position as Chief Municipal Public Defender;
- (b) full compensation for back pay and benefits with full remuneration, with interest;

- (c) full compensation for front pay and benefits with full remuneration, with interest;
- (d) compensatory damages;
- (e) consequential damages;
- (f) liquidated and/or punitive damages;
- (g) pre-judgment interest;
- (h) her attorneys' fees and costs with appropriate enhancement under Rendine v. Pantzer, 141 N.J. 292 (1995);
- (i) such other relief which this court deems to be just and equitable.

**DEMAND FOR TRIAL BY JURY**

Plaintiff hereby demands a trial by jury on all issues triable by a jury.

O'CONNOR, PARSONS, LANE & NOBLE, LLC  
Attorneys for Plaintiff

By:

  
\_\_\_\_\_  
GREGORY B. NOBLE

Dated: July 26, 2017

**DESIGNATION OF TRIAL COUNSEL**

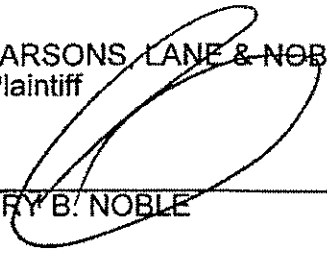
Pursuant to R. 4:25-4, Plaintiff designates Gregory B. Noble, Esq. as trial counsel in this matter.

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

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

O'CONNOR, PARSONS, LANE & NOBLE, LLC  
Attorneys for Plaintiff

By:

  
\_\_\_\_\_  
GREGORY B. NOBLE

DATED: July 26, 2017

**DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS**

Pursuant to R. 4:10-2(b), demand is hereby made that Defendants disclose to Plaintiff 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 of 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 provide a copy of each.



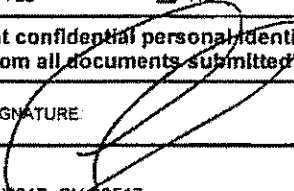
O'CONNOR, PARSONS, LANE & NOBLE, LLC  
Attorneys for Plaintiff

By:

  
\_\_\_\_\_  
GREGORY B. NOBLE

DATED: July 26, 2017

Appendix XII-B1

|  |  |   |   |                                |   |   |
|--|--|---|---|--------------------------------|---|---|
|   | <b>CIVIL CASE INFORMATION STATEMENT<br/>(CIS)</b>  |   | Use for initial Law Division<br>Civil Part pleadings (not motions) under <i>Rule 4:5-1</i><br><b>Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>,<br/>                 if information above the black bar is not completed<br/>                 or attorney's signature is not affixed</b> |                                | FOR USE BY CLERK'S OFFICE ONLY<br>PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA<br>CHG/CK NO.<br>AMOUNT:<br>OVERPAYMENT:<br>BATCH NUMBER: |   |
|  | ATTORNEY / PRO SE NAME<br>Gregory B. Noble, Esq.   |   | TELEPHONE NUMBER<br>(908) 928-9200  |                                | COUNTY OF VENUE<br>Union  |   |
|  | FIRM NAME (if applicable)<br>O'Connor, Parsons, Lane & Noble, LLC                                  |   |   | DOCKET NUMBER (when available) |   |   |
|  | OFFICE ADDRESS<br>435 East Broad Street<br>Westfield, New Jersey 07090                             |   |   | DOCUMENT TYPE<br>Complaint     |   | JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| NAME OF PARTY (e.g., John Doe, Plaintiff)<br>Joy Spriggs, Plaintiff  |  | CAPTION<br>Joy Spriggs v. City of Plainfield, et al.  |   |                                |   |   |
| CASE TYPE NUMBER<br>(See reverse side for listing)<br>618  | HURRICANE SANDY<br>RELATED?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO<br>IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW<br>REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT. |   |                                |   |   |
| RELATED CASES PENDING?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  | IF YES, LIST DOCKET NUMBERS   |   |                                |   |   |
| DO YOU ANTICIPATE ADDING ANY PARTIES<br>(arising out of same transaction or occurrence)?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  |  | NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known)<br><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<br>RECURRENT RELATIONSHIP?<br><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   |  | IF YES, IS THAT RELATIONSHIP:<br><input checked="" type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain)<br><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<br>ACCELERATED DISPOSITION   |  |   |   |                                |   |   |
|  DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS?<br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No         |  | IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION   |   |                                |   |   |
| WILL AN INTERPRETER BE NEEDED?<br><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<br>redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> . |  |   |   |                                |   |   |
| ATTORNEY SIGNATURE:   |  |   |   |                                |   |   |

Side 2



## 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)

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>271 ACCUTANE/ISOTRETINOIN</li> <li>274 RISPERDAL/SEROQUEL/ZYPREXA</li> <li>281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL</li> <li>282 FOSAMAX</li> <li>285 STRYKER TRIDENT HIP IMPLANTS</li> <li>286 LEVAQUIN</li> <li>287 YAZ/YASMIN/OCELLA</li> <li>289 REGLAN</li> <li>290 POMPTON LAKES ENVIRONMENTAL LITIGATION</li> <li>291 PELVIC MESH/GYNECARE</li> </ul> | <ul style="list-style-type: none"> <li>292 PELVIC MESH/BARD</li> <li>293 DEPUY ASR HIP IMPLANT LITIGATION</li> <li>295 ALLODERM REGENERATIVE TISSUE MATRIX</li> <li>296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS</li> <li>297 MIRENA CONTRACEPTIVE DEVICE</li> <li>299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR</li> <li>300 TALC-BASED BODY POWDERS</li> <li>601 ASBESTOS</li> <li>623 PROPECIA</li> <li>624 STRYKER LFIT CoCr V40 FEMORAL HEADS</li> </ul> |
|---|---|

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

UNION COUNTY SUPERIOR COURT  
2 BROAD STREET  
ELIZABETH NJ 07207

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (908) 659-4810  
COURT HOURS 8:30 AM - 4:30 PM

DATE: JULY 27, 2017  
RE: SPRIGGS JOY VS CITY OF PLAINFIELD  
DOCKET: UNN L -002710 17

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 3.

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

THE PRETRIAL JUDGE ASSIGNED IS: HON ROBERT J. MEGA

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001  
AT: (908) 659-4820.

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: GREGORY B. NOBLE  
O'CONNOR PARSONS LANE & NOBLE  
435 EAST BROAD ST  
WESTFIELD NJ 07090-2123

ECOURTS