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Attorney(s): **LOCCKE • CORREIA • SCHLAGER • LIMSKY & BUKOSKY**  
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10/26/2010  
CITY CLERK'S OFFICE  
CITY OF SEA ISLE CITY

Attorney(s) for Plaintiff(s)

Plaintiff(s)  
RETIRED POLICE OFFICER'S ASSOCIATION OF  
SEA ISLE CITY on behalf of its individual members,  
and/or their Estates and/ or dependants entitled to  
the benefits derived from a Collective Bargaining  
Agreement with Defendant and all other persons  
similarly situated but un-named, and John Does  
1 through 20; DEPARTMENT OF PUBLIC  
WORKS RETIREES' ASSOCIATION OF SEA ISLE  
CITY; JAMES SCHIRMUHLY; WILLIAM OLSZEWSKI;  
ROBERT BOWMAN; JOSEPH D'INTINO;  
JOHN NEWMAN

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: CAPE MAY COUNTY

Docket No. CPM C-48-10

CIVIL ACTION  
**SUMMONS**

vs.

Defendant(s)  
CITY OF SEA ISLE CITY,

**The State of New Jersey, to the Above Named Defendant(s): BOROUGH OF SPRING LAKES.**

YOU ARE HEREBY SUMMONED in a Civil Action in the Superior Court of New Jersey, instituted by the above named plaintiff(s), and required to serve upon the attorney(s) for the plaintiff(s), whose name and office address appears above, an answer to the annexed complaint within 35 days after the service of the summons and complaint upon you, exclusive of the day of service. If you fail to answer, judgment by default may be rendered against you for the relief demanded in the complaint. You shall promptly file your answer and proof of service thereof in duplicate with the Clerk of the Superior Court, Cape May County, Courthouse, 9 N. Main Street, Cape May Courthouse, New Jersey 08210, in accordance with the rules of civil practice and procedure.

An individual who is unable to obtain an attorney may communicate with the New Jersey State Bar Association by calling toll free 800-792-8315 (within New Jersey) or 201-488-0032 (from out of state). Si Ud. puede pagar los servicios de un abogado, pero no conoce a ninguno, puede llamar a las oficinas del Servicio de Referencias de Abogados de la Asociacion de Abogados del Condado de Bergen. Telefono 201-488-0032.

You may also communicate with a Lawyer Referral Service or, if you cannot afford to pay an attorney, call a Legal Services Office. The phone numbers for the county in which this action is pending are: Lawyer Referral Service (201) 488-0044. Si Ud. no puede pagar a un abogado puede llamar al 201-487-2166 para comunicarse con Bergen County Legal Services (Servicios Legales del Condado de Bergen).

Dated: October 19, 2010

Theodore J. Fetter /s/  
Theodore J. Fetter, (Acting) Clerk of the Superior Court

Name of defendant to be served: **CLERK, CITY OF SEA ISLE CITY**  
Address for service: **City Hall, 4416 Landis Avenue**  
**Sea Isle City, New Jersey 08243**

FILED

SEP 29 2010

CIVIL DIVISION  
SUPERIOR COURT-CAPE MAY COUNTY

LOCCKE, CORREIA,  
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24 Salem Street  
Hackensack, NJ 07601  
Attorneys for Plaintiffs

RETIREED POLICE OFFICERS'	:	SUPERIOR COURT OF NEW JERSEY
ASSOCIATION OF SEA ISLE CITY	:	CHANCERY DIVISION
on behalf of its individual	:	CAPE MAY COUNTY
members, and/or their Estates	:	
and/or dependants entitled to	:	
the benefits derived from a	:	
Collective Bargaining	:	
Agreement with Defendant and	:	
all other persons similarly	:	
situated but un-named, and	:	
John Does 1 through 20;	:	
DEPARTMENT OF PUBLIC	:	
WORKS RETIREES' ASSOCIATION	:	DOCKET NO. <i>Cpm C-48-10</i>
OF SEA ISLE CITY; JAMES	:	
SCHIRMUHLY; WILLIAM OLSZEWSKI;	:	
ROBERT BOWMAN; JOSEPH	:	
D'INTINO; JOHN NEWMAN,	:	
	:	
Plaintiffs,	:	
	:	
v.	:	COMPLAINT
	:	
CITY OF SEA ISLE CITY,	:	
	:	
Defendant.	:	
	:	

Plaintiffs, the Retired Police Officers' Association of Sea Isle City and the Department of Public Works Retirees' Association, by way of complaint say:

COUNT I

1. Plaintiff Retired Police Officers' Association of Sea Isle City (hereinafter "Officers' Association") is an

organization formed for the mutual aid and protection for the welfare and benefit of its members who are police officers who retired from the City of Sea Isle City.

2. Plaintiff Department of Public Works Retirees' Association of Sea Isle City (hereinafter "Works Association") is an organization formed for the mutual aid and protection for the welfare and benefit of its members who are individuals who retired from the City of Sea Isle City (hereinafter the "City" or "defendant") and who worked for the Department of Public Works.
3. Plaintiff James Schirmuhly retired his employment from the City in 2008 where he worked for the Department of Public Works for approximately twenty-nine years.
4. Plaintiff William Olszewski retired his employment from the City in 2008 where he worked for the Department of Public Works for over twenty-five years.
5. Plaintiff Joseph D'Intino retired his employment from the City in 2008 where he worked for over twenty-five years.
6. Plaintiff John Newman retired his employment as the City Tax Assessor from the City in December 31, 2001 pursuant to an "Early Retirement Agreement" entered into between Plaintiff Newman and the City which was

adopted by Resolution No. 342 (1999).

7. Defendant City of Sea Isle City is a body politic incorporated in the State of New Jersey pursuant to the law of the State of New Jersey and is a public employer within the meaning of N.J.S.A. 34:13A-5.1 *et seq.*
8. Members of the Officers' Association retired as police officers who were covered by a collective bargaining agreement at the time of their retirement.
9. The collective bargaining agreement in effect when the members of the Officers' Association retired provided for retiree medical benefits.
10. Members of the Works Association retired as workers of the Department of Public Works of the City of Sea Isle City who were covered by a collective bargaining agreement at the time of their retirement.
11. The collective bargaining agreement in effect when the members of the Works Association retired provided for retiree medical benefits.
12. The collective bargaining agreement between the City and Fraternal Order of Police Lodge #7 (hereinafter the "FOP") covering the time period from January 1, 1998 through December 31, 2001 states in relevant part:

Article VI - Retirement

Section 2. If an employee retires due to a job-related permanent sickness, illness or injury, the City shall continue in full force and effect the insurance coverage enjoyed by

the members of the bargaining unit, Dental Program, Prescription Plan and Eyeglass Plan for that employee and his/her dependents until the death of that employee. In order to qualify for this benefit after a job-related permanent sickness, illness or injury, the employee must have no right (with or without employee contribution) to Blue Cross and Blue Shield coverage (or its equivalent) from subsequent employment.

Section 3. If, after twenty-five (25) years of service, an employee is forced to retire due to a non-job-related permanent sickness, illness or injury, the City shall continue in full force and effect the medical coverage listed in Section 2 for that employee and his/her dependents until the death of that employee, subject to the same qualifications as set forth in Section 2.

Section 4. When an employee retires according to the rules and regulations of the Police and Firemen's Retirement System, more specifically, under the terms of the Service Retirement Benefit with twenty-five (25) years of service credit of the Special Retirement Benefit, the City shall continue to compensate the employee for the medical benefits listed in Section 2, of the Article. If the employee retires with twenty-five (25) years of service in Sea Isle City, the City shall continue to compensate the employee, his or her spouse, and dependent children to age 19, or to age 23 if attending an accredited college, for the medical benefits listed in Section 2 of this Article.

13. The collective bargaining agreement between the City and Fraternal Order of Police Lodge #7 (hereinafter the "FOP") covering the time period from January 1, 2006 through December 31, 2010 states in relevant part:

Article VI - Retirement

Section 2. If an employee retires due to a job-related permanent sickness, illness or

injury, the City shall continue in full force and effect the insurance coverage enjoyed by the members of the bargaining unit, Dental Program, Prescription Plan and Eyeglass Plan for that employee and his/her dependents until the death of that employee. In order to qualify for this benefit after a job-related permanent sickness, illness or injury, the employee must have no right (with or without employee contribution) to Blue Cross and Blue Shield coverage (or its equivalent) from subsequent employment.

Section 3. If, after twenty-five (25) years of service, an employee is forced to retire due to a non-job-related permanent sickness, illness or injury, the City shall continue in full force and effect the medical coverage listed in Section 2 for that employee and his/her dependents until the death of that employee, subject to the same qualifications as set forth in Section 2.

Section 4. When an employee retires according to the rules and regulations of the Police and Firemen's Retirement System, more specifically, under the terms of the Service Retirement Benefit with twenty (20) years of service credit of the Special Retirement Benefit, the City shall continue to compensate the employee for the medical benefits listed in Section 2, of the Article. If the employee retires with twenty-five (25) years of service in Sea Isle City, the City shall continue to compensate the employee, his or her spouse until spouse's death or remarriage, and dependent children to age 19, or to age 23 if attending an accredited college, for the medical benefits listed in Section 2 of this Article.

14. The collective bargaining agreement between the City and Policemen's Benevolent Association, Superior Officers, Local #59 (hereinafter the "PBA") covering the time period from January 1, 1995 through December 31, 1997 states in relevant part:

## Article VI - Retirement

Section 2. If an employee retires due to a job-related permanent sickness, illness or injury, the City shall continue in full force and effect the insurance coverage enjoyed by the members of the bargaining unit, Dental Program, Prescription Plan and Eyeglass Plan for that employee and his/her dependents until the death of that employee. In order to qualify for this benefit after a job-related permanent sickness, illness or injury, the employee must have no right (with or without employee contribution) to Blue Cross and Blue Shield coverage (or its equivalent) from subsequent employment.

Section 3. If, after twenty-five (25) years of service, an employee is forced to retire due to a non-job-related permanent sickness, illness or injury, the City shall continue in full force and effect the medical coverage listed in Section 2 for that employee and his/her dependents until the death of that employee, subject to the same qualifications as set forth in Section 2.

Section 4. When an employee retires according to the rules and regulations of the Police and Firemen's Retirement System, more specifically, under the terms of the Service Retirement Benefit with twenty (20) years of service credit or the Special Retirement Benefit, the City shall continue to compensate the employee for the medical benefits listed in Section 2 of the article. If the employee retires with twenty-five (25) years of service in Sea Isle City, the city shall continue to compensate the employee and his or her spouse, for the medical benefits listed in Section 2 of this Article.

15. The collective bargaining agreement between the City and Policemen's Benevolent Association, Superior Officers, Local #59 (hereinafter the "PBA") covering the time period from January 1, 1998 through December

31, 2001 states in relevant part:

Article VI - Retirement

Section 2. If an employee retires due to a job-related permanent sickness, illness or injury, the City shall continue in full force and effect the insurance coverage enjoyed by the members of the bargaining unit, Dental Program, Prescription Plan and Eyeglass Plan for that employee and his/her dependents until the death of that employee. In order to qualify for this benefit after a job-related permanent sickness, illness or injury, the employee must have no right (with or without employee contribution) to Blue Cross and Blue Shield coverage (or its equivalent) from subsequent employment.

Section 3. When an employee retires according to the rules and regulations of the Police and Firemen's Retirement System, more specifically, under the terms of the Service Retirement Benefit with twenty (20) years of service credit or the Special Retirement Benefit, the City shall continue to compensate the employee for the medical benefits listed in Section 2 of the article, and in addition, cover his or her spouse. Additionally, the city shall cover the employee's dependent children until their twenty-third (23) birthday, if actively attending secondary education on a full time basis, otherwise, until their nineteenth (19) birthday. The above section will take place provided the employee has twenty (20) years service credit with the City of Sea Isle City, and twenty five (25) years service credit, as required under N.J.S.A. 40A:10-23.

16. The collective bargaining agreement between the City and The Communication Workers of America Employees of Public Works, Water and Sewer Departments Blue Collar (hereinafter the "CWA") covering the time period from January 1, 2006 through December 31, 2010 states in

relevant part:

Article XIX - Insurance, Health and Welfare

A. Employees agree to the following benefits: Blue Cross/Blue Shield, Rider J, Major Medical and Dental with the institution of all costs containment features as prescribed by Blue Cross/Blue Shield including but not limited to second surgical opinion, ambulatory surgery, preadmission testing and the spin-off feature now in place. In addition, the employees agree to the Blue Cross/Blue Shield \$2.00/\$4.00 dual co-payment prescription program. The City also will supply each employee with the eyeglass plan now in effect for the other employees.

The employees agree to an increase in the deductible for each medical plan, with the City setting up a reserve fund to cover the added deductible over the original deductible, if it can be shown that the City will save on insurance cost provided there is no additional up-front cost to the employee. The deductible will be Two Hundred Dollars (\$200), of which the reserve will pay 100% of the second \$100. Furthermore, the City agrees to an increase of Rider "J" coverage to Four Hundred Dollars (\$400) at no cost to employee.

The amount of Dental Care coverage shall be Two Thousand Dollars (\$2,000), and expanded psychiatric coverage benefit shall equal twenty percent (20%) to total bill.

The City shall continue to pay premiums as described above for the employee, spouse, and dependents, when he or she retires from the City after twenty-five (25) years of service with the foregoing to be terminated at the time of death. Upon the death of the employee, the City agrees to continue paying the premiums as described above for the employee's spouse, unless the employee's spouse re-marries. The employee also agrees to change to any supplemental plans available and tie benefits into Medicare and Medicaid

as a cost savings to the City but not a change in benefits to the employee. It is agreed that the benefits are Blue Cross/Blue Shield PACE, Rider J, major medical, dental and prescription and that the City will continue to provide this or an equal plan.

B. If an employee retires due to a job related, permanent illness, sickness or injury, the city shall continue in full force and affect all benefits under the article.

17. The City adopted a Resolution in 2008 adopting the "2008 Compensation for Separation Program." This program provided for payment for service time for each year of service. That program provided for paid retiree health benefits that were "in accordance with existing bargaining unit contracts.
18. In the Early Retirement Agreement between Plaintiff Newman and the City under the heading, "Medical Benefits" it is specifically stated:

It is agreed to by the parties that the City of Sea Isle City shall continue to compensate John Newman, his spouse and any dependent children to age 19, or to age 23 if attending an accredited college, in full force and effect for the medical insurance coverage, dental program, Prescription Plan and Eyeglass plan currently enjoyed by the Tax Assessor. (Emphasis added).
19. On or about June 1, 2010 the employer unilaterally changed the health care benefits for retirees.
20. The change in health care benefits resulted in increased prescription payments and increases in other benefits.

21. The change in health care benefits resulted in decreased benefits overall and a lessening of the level of benefits.
22. The defendant is equitably estopped from unilaterally changing or reducing retiree health benefits.
23. While no longer formally a part of the collective bargaining entity, since they have retired and no longer are employed by the City, the individual members continue to enjoy the benefits of the agreement.
24. The City and the Plaintiffs entered into such agreements with full knowledge that the unions and derivatively, its individual members, would detrimentally rely upon the continuance of receiving retiree health benefits for themselves and their dependants and/or spouses for as long as either themselves or their dependants and/or spouses lived.
25. During the periods covering all prior contracts and the present contract between the unions and the City, members of the unions, in reliance upon and in expectation of receiving retiree health benefits for themselves as well as their dependants and/or spouses, chose to forebear from contractual benefits which would otherwise have been available to them including but not limited to the right to continue working for the City.
26. The numerous contracts between the unions and the City

have, for all relevant times herein, provided the continuation of health benefits for current and retired members including the spouses and dependants of such individuals for as long as such individuals and or their spouse/dependants lived.

27. Members of the unions would not have consented to allow the parties to execute a contract between the parties without the long standing understanding and agreement that retiree health benefits for themselves and their dependants/spouses, would be granted, provided and continued to officers, their spouses/dependants for their lifetimes.
28. The City is now estopped from discontinuing its long standing promise, and agreement of providing retiree health benefits to plaintiffs pursuant to the Collective Bargaining Agreements as well as the past practice relating to vested rights under both the theories of promissary estoppel as well as equitable estoppel.
29. The City is also prevented by both the theories of promissary estoppel as well as equitable estoppel from implementing any new polices, ordinances or regulations which alter the vested rights of individuals who have received retiree health benefits including spouses and dependants of plaintiffs.

30. By eliminating such retiree and dependant health benefits, the City has violated both the substantive and procedural due process rights of plaintiffs and the police officers formerly employed and retired within the City.
31. By terminating such health benefits without notice, without procedural and substantive guidelines and without a proper hearing, the City has violated the due process clause of the Fourteenth Amendment of the United States Constitution as well as the corollary provisions of New Jersey's State Constitution.
32. The deliberate indifference to the due process rights of such individuals rises to the level of a constitutional violation of each individual plaintiffs procedural and substantive due process rights as well as other constitutional rights under both the Federal and State Constitutions and the statutes of New Jersey.
33. The promises made by the City to the unions, and derivatively to the individuals it represents and all other plaintiffs was made with the expectation that the unions and such individuals would rely thereupon.
34. The City has recklessly and intentionally created an injury-causing environment which shocks the conscience and is arbitrary and capricious.
35. The unions and derivatively all individual plaintiffs

were induced into executing a series of collective bargaining agreements in which it forebore from certain monetary and other benefits to its detriment in a substantial nature which was incurred in reliance upon the City's promise to continue retiree health benefits to plaintiffs.

36. By deliberately acting with indifference to the property interests at stake concerning health benefits the City has not protected the life, liberty and property of its employees, retired and current, and has deprived them unlawfully of such rights.
37. By eliminating and/or reducing the entitlements to health benefits outlined herein the City has unilaterally provided itself with a windfall and has unjustly enriched itself by the modification of retiree health benefits.
38. The plaintiffs, in relying upon the City's promise to continue retiree health benefits, as existed in years past, have been unjustly denied such benefits.
39. By eliminating such property rights concerning health benefits the City has violated due process rights of plaintiffs, under N.J.S.A. 10:6-2 which actions should be enjoined.
40. Plaintiffs have an accrued right, a vested right and a vested interest in receiving health benefits which

rights may not be divested absent a knowing and reasonable waiver.

41. Plaintiffs have relied upon their right to continuance of their vested rights, accrued rights and vested interests in receiving health benefits
42. Plaintiffs have not waived their rights to continue receiving health benefits which rights exist also as a form of deferred compensation which cannot be rescinded by the City.
43. Plaintiffs rights have vested interests concerning their right to receive health benefits and have fulfilled the conditions necessary to receive such benefits, which rights and interests cannot be divested.
44. A municipality is equitably estopped from terminating benefits that were previously approved and relied upon by the recipient.

**WHEREFORE**, the Plaintiffs request judgment against the Defendant preliminarily and permanently enjoining and otherwise restraining the City of Sea Isle City, its officers and agents, from eliminating, reducing or modifying the health benefits previously provided to its retired employees and their surviving

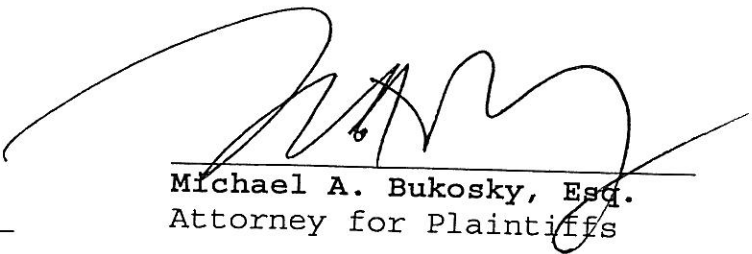
dependants/spouses, and; the Plaintiffs seek further judgement as follows:

1. For a decree of specific performance of the promises and agreements relating to continuation of fixed level of health benefits to retirees, and their surviving spouses/dependents.
2. If specific performance is not granted, for judgment against the City for full damages.
3. For the application of equitable estoppel, promissary estoppel and other equitable principles concerning the application of the interests of justice, morality and common fairness as such principles concern vested rights, accrued rights, vested interests and deferred compensation property rights.

The Plaintiffs also request compensatory damages proximately caused by such actions of the City, counsel fees, costs of suit, and such further relief as the Court deem just and proper.

Date:

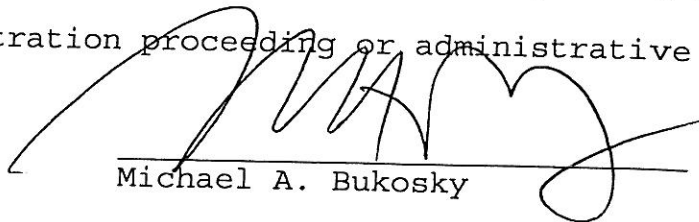
9/28/10

  
\_\_\_\_\_  
Michael A. Bukosky, Esq.  
Attorney for Plaintiffs

Certification

I, Michael A. Bukosky, hereby certifies as follows:

To the best of my knowledge, the matter in controversy is not the subject of any other action pending in any Court or of any arbitration proceeding or administrative action.

A handwritten signature in black ink, appearing to read 'M. A. Bukosky', is written over a horizontal line. The signature is stylized and cursive.

Michael A. Bukosky

Appendix XII-B1



## CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial Law Division  
Civil Part pleadings (not motions) under *Rule 4:5-1*  
**Pleading will be rejected for filing, under *Rule 1:5-6(c)*,  
if information above the black bar is not completed  
or attorney's signature is not affixed**

**FOR USE BY CLERK'S OFFICE ONLY**

PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA
CHG/CK NO.
AMOUNT:
OVERPAYMENT:
BATCH NUMBER:

ATTORNEY / PRO SE NAME Michael A. Bukosky		TELEPHONE NUMBER (201) 488-0880	COUNTY OF VENUE Cape May
FIRM NAME (if applicable) Loccke Correia Schlager Linsky & Bukosky		DOCKET NUMBER (when available)	
OFFICE ADDRESS 24 Salem St. Hackensack, New Jersey 07601		DOCUMENT TYPE complaint	
		JURY DEMAND <input type="checkbox"/> Yes <input type="checkbox"/> No	
NAME OF PARTY (e.g., John Doe, Plaintiff) Retired Police Officers Association, et al.	CAPTION Retired Police Officers Association of Sea Isle City, et al. vs. City of Sea Isle City		
CASE TYPE NUMBER (See reverse side for listing) 999 (specific performance)	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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known)  <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		

**THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.**

**CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION**

DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, IS THAT RELATIONSHIP: <input checked="" type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FAMILIAL <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> BUSINESS <input type="checkbox"/> OTHER (explain)
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" 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
- 603 AUTO NEGLIGENCE - PERSONAL INJURY
- 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

**Centrally Managed Litigation (Track IV)**

- 280 Zelnorm
- 285 Stryker Trident Hip Implants
- 288 Prudential Tort Litigation

**Mass Tort (Track IV)**

- |                                       |  |
|---------------------------------------|--|
| 248 CIBA GEIGY                        | 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL |
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 282 FOSAMAX                            |
| 271 ACCUTANE                          | 283 DIGITEK                            |
| 272 BEXTRA/CELEBREX                   | 284 NUVARING                           |
| 274 RISPERDAL/SEROQUEL/ZYPREXA        | 286 LEVAQUIN                           |
| 275 ORTHO EVRA                        | 287 YAZ/YASMIN/OCELLA                  |
| 277 MAHWAH TOXIC DUMP SITE            | 601 ASBESTOS                           |
| 278 ZOMETAJAREIDIA                    | 619 VIOXX                              |
| 279 GADOLINIUM                        |  |

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

Verbal Threshold

Putative Class Action

Title 59