

NASHEL, KATE, NUSSMAN, RAPONE & ELLIS, LLP
190 Moore Street
Hackensack, NJ 07601
(201) 488-7211
Attorneys for Plaintiff

SUPERIOR COURT OF NEW JERSEY
UNION COUNTY: LAW DIVISION

BEVERLY FIGUEROA,

Docket No. UNN-L-446-04

Plaintiff,

Civil Action

v.

SETTLEMENT AGREEMENT
AND RELEASE

THE UNION COUNTY SHERIFF'S
DEPARTMENT, RALPH FROEHLICH,
WILLIAM MALCOLM and JOHN DOE
NOS 1-100 (fictitious names for unknown
Individuals),

Defendants

THIS MATTER having been initiated with the filing of a Complaint and a subsequent Amended Complaint by Plaintiff, Beverly Figueroa, by her attorney, Michael Farhi, Esq., against the Defendants, Union County Sheriff's Department, Ralph Froehlich and William Malcolm, by their attorney, Christopher M. Howard, Esq., of the office of the County Counsel, and the parties having agreed and settled the matter as follows:

(1) SETTLEMENT AMOUNT. The Plaintiff shall accept, and the Defendants shall pay a lump sum amount of \$60,000.000 within thirty (30) days of both parties' execution of this Agreement, in full and final payment of any and all claims, including attorney fees and costs, for any and all claims set forth in the Complaint, and any amendment(s) thereto, filed on behalf of the

Plaintiff in the matter captioned Figueroa v. the Union County Sheriff's Department, et als., Superior Court of New Jersey, Law Division, Union County, Docket No. UNN-L-446-04.

(2) CONTINUATION OF EMPLOYMENT. The Plaintiff shall continue within the employ of the Union County Sheriff's Department and shall continue in her current position conditioned on the performance of the duties of that position. The Plaintiff shall be afforded the first available position within the division of legal process within the Union County Sheriff's Office as same becomes available by way of attrition subject to Plaintiff's (a) continued satisfactory job performance and (b) continued listing of same as her first priority of jobs on the semiannual list submitted by sheriff officers within the Department. The legal process position is described in the Sheriff's Department's Duty Manual.

(3) RESOLUTION OF DISCIPLINARY ACTION. There is currently pending an appeal captioned Figueroa v. Union County Sheriff's Department, OAL Docket No. CSVYN 09428-2004N. The Union County Sheriff's Department shall agree, and Plaintiff shall accept, a reduction in the suspension previously imposed against the Plaintiff from eight (8) days to three (3) days and upon the same, the appeal shall be marked settled. The Union County Sheriff's Office shall agree that said disciplinary action and/or suspension that is subject matter of the aforementioned appeal shall not have any adverse impact in the evaluation and/or consideration of any promotion in rank for the Plaintiff. In that regard, any promotional list cannot stop in front of the Plaintiff and she cannot be passed over. No position shall be specifically created just for the Plaintiff. The Plaintiff does not, by her execution of this Settlement Agreement and Release admit or acknowledge guilt, fault or liability in that disciplinary action. Each party shall be responsible for their legal fees incurs in this proceeding.

(4) CONFIDENTIALITY. As additional consideration for the terms of this Settlement Agreement and Release, the Plaintiff and the Defendants understand and agree that neither they, their agents, servants, attorneys or representatives shall in any way, at any time disclose for any reason or purpose, unless required by law and/or pursuant to an Order from a court of competent jurisdiction, whatsoever to any person or entity (other than member of immediate family, members of parties' respective law firm, and/or Office of the County Counsel, accountants or financial advisors), the facts underlying the claims leading to this settlement, or the terms of the consideration, compensation or settlement reached between the parties.

(5) NO RETALIATION. The Union County Sheriff's Department and its agents, servants, employees and assigns shall not hereinafter in any way retaliate against the Plaintiff in any aspect of her employment because she brought the subject action and claims against it.

(6) STIPULATION OF DISMISSAL. A formal Stipulation of Dismissal shall be filed with the Court. A copy of this Settlement Agreement and Release shall be placed in the Plaintiff's personnel file.

(7) RELEASE. The Plaintiff releases and gives up any and all rights and claims which she may have against the Defendants in this action, inclusive of all direct claims against them as well as any claims for vicarious liability regarding the Defendants' employees of the County of Union and the Union County Sheriff's Department. This releases all claims including any claim that may be made by her, or on her behalf, for attorney's fees and costs, including claims of which she is not aware and those not mentioned in this Settlement Agreement and Release. This Settlement Agreement and Release applies to claims resulting from anything which has happened to her up to now. She specifically releases the following claims:

Any and all past and present demands, obligations actions, causes of action, rights, damages, costs, expenses and compensation of any nature whatsoever based on a tort, law against discrimination, contract or other theory of recovery, and whether for compensation or punitive damages she now has, or may against the Defendants herein, their agents, servants and employees directly or indirectly, including by way of example and not limitation, those which have been alleged in the Complaint, or in any amendment thereto in the lawsuit instituted in the Superior Court of New Jersey, Union County, Law Division, Docket No. UNN-L-446-04.

The Plaintiff hereby releases the Defendants herein from any further compensation beyond the amount referenced in this Settlement Agreement and Release, for any and all injuries the Plaintiff has sustained or may have sustained, known, unknown, or unknowable, and in full compensation for any and all personal injuries, past and present, physical pain and suffering, mental suffering, psychological injuries, emotional distress, services or society and loss of wages, and for any development, whether foreseen or unforeseen, which may or may not relate to the life, death or life expectancy of the Plaintiff. It is expressly understood thaw this Settlement Agreement and Release is for the settlement, release, discharge and elimination of any and all such claims. The Plaintiff hereby acknowledges that by executing this Settlement Agreement and Release and accepting the monies paid hereunder she and those who otherwise might be entitled to make such a claim have received fair, just and adequate compensation for all such claims in exchange for which all such claims, past and present are forever released and discharged. This Settlement Agreement and Release also specifically releases any claims for future medical care. Even if additional facts become known which were not known at the time of this Release was executed, the Plaintiff

waives my right to bring a lawsuit against the above-named Defendants for the aforesaid past and present claims.

(8) NONADMISSION OF LIABILITY: It is expressly understood that this Settlement Agreement and Release shall not constitute an admission of liability on the part of the Defendants herein or any admission by the Defendants herein that treatment of and conduct to Plaintiff was discriminatory.

(9) NONDISCLOSURE: As additional consideration for the payments represented by this Settlement Agreement and Release, it is further understood and agreed that neither the Plaintiff nor any of the Defendants, or their agents, servants, attorneys or representatives, shall, in any way, at any time disclose for any reason or purpose whatsoever to any other person or entity (other than members of the Plaintiff's immediate family, members of the law firm of the Plaintiff's attorney, accountants or financial advisors, or as otherwise may be required by law) either the fact of this settlement, the facts underlying the claims leading to this settlement, or the terms of the consideration, compensation or settlement reached with the Defendants herein.

(10) LIENS: All liens, current or future, against the proceeds of this settlement are to be satisfied by the Plaintiff, including but not limited to any and all Medical Liens, Workers' Compensation liens, Social Security liens, hospital, physician or attorney liens, or any of the statutory, common law or judgment liens. The Plaintiff therefore agree to indemnify and hold the Defendants herein harmless against any claims made against them or payment made by them by reason of any liens against the proceeds of this settlement.

(11) FULL AND FINAL MONETARY PAYMENT: The Plaintiff has been paid a total of \$60,000.00 in full and final payment for agreeing to and executing this Release. She agrees that she will not seek anything further, including any other payment(s) from the Defendants herein and/or their insurance company. The Plaintiff agrees that the payment of \$60,000.00 is inclusive of all attorney fees and costs claimed by her attorneys related to the claims made against the Defendants herein in the legal matter that is the subject of this Release. Therefore, any attorney fees and costs that are due to the Plaintiff's attorney based upon their representation of the Plaintiff against the Defendants herein in the legal matter that is the subject of this Release shall be taken out of the \$60,000.00 full and final payment made by anyone on behalf of Union County or the Defendants herein, that is referenced in the first sentence of this paragraph. No additional payment shall be made on behalf of Union County or the Defendants herein for any of the Plaintiff's attorney's fees or costs. This Settlement Agreement and Release extinguishes any and all claims that she may have against the Defendants herein for attorney's costs and fees.


(12) WHO IS BOUND: The Plaintiff and the Defendants herein, their agents, servants, employees and assigns are bound by this Settlement Agreement and Release. Anyone who succeeds to either of their respective rights and responsibilities, such as heirs or the executor(rix) of an estate, is also bound. This Settlement Agreement and Release is made for the benefit of the parties hereto and all who succeed to their respective rights and responsibilities, including but not limited to heirs or the executor(rix) of an estate.

(13) SIGNATURE: All parties have read, understand and agree to the terms of this Settlement Agreement and Release and have consulted with counsel prior to executing the same.



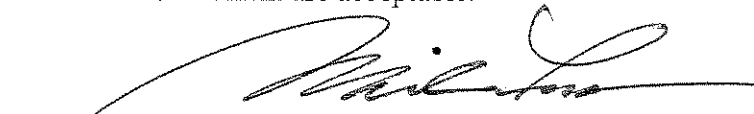
BEVERLY FIGUEROA

Witnessed or attested by:

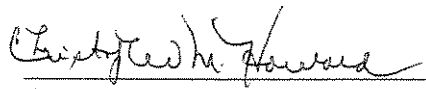


April 3, 2006

On behalf of the Plaintiff and Defendants
Herein, the terms of the Stipulation of
Settlement are acceptable.



MICHAEL FARHI April 3, 2006
Attorney for Plaintiff, Beverly Figueroa



CHRISTOPHER M. HOWARD
Assistant County Counsel
Attorney for Defendants, Union County
Sheriff's Department, Ralph Froehlich
and William Malcolm.

**KATES NUSSMAN RAPONE
ELLIS & FARHI, LLP**
190 Moore St., Suite 306
Hackensack, NJ 07601
(201) 488-7211
Attorneys for Plaintiff

UNION COUNTY COUNSEL
RECEIVED
FEB 01 2012
ADMINISTRATION BUILDING
ELIZABETH, NJ

<p>BEVERLY FIGUEROA,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>UNION COUNTY SHERIFF'S DEPARTMENT, SHERIFF RALPH G. FROELICH, UNDERSHERIFF JOSEPH CRYAN and JOHN DOE NOS. 1-10 (fictitious names for unknown individuals),</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY UNION COUNTY: LAW DIVISION</p> <p>DOCKET NO.: UNN-L-83-12</p> <p style="text-align: center;">CIVIL ACTION</p> <p style="text-align: center;">SUMMONS</p>
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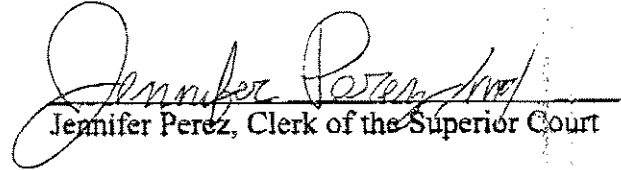
THE STATE OF NEW JERSEY TO:

The Plaintiff named above, has filed a lawsuit against you in the Superior Court of New Jersey. The Complaint attached to this summons states the basis for this lawsuit. If you dispute this Complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court within **35** days from the date you receive this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) A filing fee of \$135.00 payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within **35** days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live. If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling the Lawyers Referral Service at 908 353-4715.

DATED: January 25, 2012



Jennifer Perez, Clerk of the Superior Court

Name of Defendant to be Served:
Address for Service:

**Undersheriff Joseph Crylan
10 Elizabethtown Plaza, Elizabeth, NJ 07207**

RECEIVED
FEBRUARY 1 11 11 2012

ORDER ABOLISHMENT NOTICE

ORDER ABOLISHMENT NOTICE
STATE OF TEXAS
COUNTY OF DALLAS

DATE: JANUARY 16, 2012
BY: JUDITH A. WILSON, CLERK OF DISTRICT COURT
COUNTY OF DALLAS, TEXAS

THE ABOVE CASE HAS BEEN ABOLISHED BY ORDER OF THE COURT.

DISCOVERY IS 450 DAYS AND MORE FROM THE FIRST ANSWER TO THE
FROM SERVICE ON THE DEFENDANT, PROVIDED THAT NO DISCOVERY

THE DEFENDANT SHALL BE RESPONSIBLE FOR THE COSTS OF THIS

IF YOU HAVE ANY QUESTIONS, CONTACT THE CLERK OF DISTRICT COURT
AT: (214) 748-4333

THIS ORDER IS NOT VALID UNLESS IT IS SIGNED BY THE CLERK OF DISTRICT COURT
AND THE JUDGE OF SAID COURT. THIS ORDER IS NOT VALID UNLESS IT IS
FILED WITH THE CLERK OF DISTRICT COURT. THIS ORDER IS NOT VALID UNLESS IT IS
FILED WITH THE CLERK OF DISTRICT COURT.

WITNESSETH,

JUDITH A. WILSON
CLERK OF DISTRICT COURT
COUNTY OF DALLAS, TEXAS

11/11/12

KATES NUSSMAN RAPONE
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190 Moore St., Suite 306
Hackensack, NJ 07601
(201) 488-7211
Attorneys for Plaintiff

RECEIVED / FILED
Superior Court of New Jersey

JAN 03 2012

CIVIL ASSIGNMENT
UNION COUNTY

<p>BEVERLY FIGUEROA,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">v.</p> <p>UNION COUNTY SHERIFF'S DEPARTMENT, SHERIFF RALPH G. FROELICH, UNDERSHERIFF JOSEPH CRYAN and JOHN DOE NOS. 1-10 (fictitious names for unknown individuals),</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY UNION COUNTY: LAW DIVISION</p> <p>DOCKET NO.:</p> <p style="text-align: center;">UNNL 2083 12 CIVIL ACTION</p> <p style="text-align: center;">COMPLAINT FOR DECLARATORY JUDGMENT AND JURY DEMAND</p>
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Plaintiff Beverly D. Figueroa, residing at 14 South Wickom Drive, Township of Westfield, County of Union and State of New Jersey, by way of Complaint against the Defendants named herein, says:

THE PARTIES

1. The Plaintiff is a 40 year old female who has been an employee of the Union County Sheriff's Department since May 18, 2001, serving as a Sheriff's Officer.

2. The Defendant Union County Sheriff's Department ("Department") is a governmental entity responsible for the administration of the Union County Jail and protecting both the personnel of the Union County Superior Court, members of the public using its facilities, the personnel of the

Union County government and members of the public using its facilities.

3. The Defendant Ralph Froehlich ("Froehlich") is the Sheriff of the Department and the chief administrative officer of the Department and performs the necessary duties and functions in administering the Department.

4. The Defendant Joseph Cryan ("Cryan") is the Undersheriff of the Department and assists the Defendant Froehlich in administering the Department.

5. The Defendants John Doe Nos. 1-10 ("Doe") are agents, servants and/or employees of the Department, whose identities are presently unknown, who acted, or failed to act, in manners that affected and/or impacted upon the Plaintiff's employment with the Department.

FIRST COUNT
(REQUEST FOR DECLARATORY JUDGMENT)

6. On or about April 3, 2006, the Plaintiff and the Defendants Department and Froehlich entered into a written Settlement Agreement and Release ("Agreement"), pursuant to which those Defendants and their agents, servants, employees and assigns are each obligated not to "in any way retaliate against the Plaintiff in any aspect of her employment because she brought [a prior action against the Department in the Superior Court of New Jersey, Union County Law Division, Docket No. UNN-L-446-04]."

7. A controversy exists between the parties because the Plaintiff contends that the Defendants Department and Froehlich violated the Agreement in January 2010 by determining that the Plaintiff "had a problem getting along with people," which resulted in the Defendants Department, Froehlich, Cryan and Doe determining that the Plaintiff was "unfit for duty."

8. The Plaintiff was subsequently compelled to attend a psychological evaluation, which resulted in a determination that she was "unfit for duty." That resulted in her being compelled to turn in her firearm and attend psychiatric treatment for a prolonged period of time in 2010 and 2011.

9. Prior to the Plaintiff's hire by the Defendant Department, she was directed by the Defendants Department, Froehlich and Doe to attend a psychiatric examination by a doctor who recommended against the Defendants' hire of the Plaintiff, on the ground of alleged "personality problems." The Defendants subsequently failed and refused to hire the Plaintiff based upon its claim that she was "psychologically unfit to perform the duties of a sheriff's officer." The Defendants were subsequently compelled to hire the Plaintiff by the Merit System Board of the State of New Jersey Department of Personnel.

10. After her hire, the Plaintiff was subjected to discrimination in her employment in violation of the New Jersey Law Against Discrimination ("LAD"), N.J.S.A. 10:5-1, et seq., which precipitated the aforesaid prior action in the Superior Court of New Jersey, which was resolved by the Agreement.

11. The basis of the Defendants' initial refusal to hire the Plaintiff, their subsequent actions after her hire and their actions, together with the Defendants Cryan and Doe, in determining in January 2010 that the Plaintiff was "unfit for duty" as a Sheriff's Officer, after almost 9 years of employment, was their ongoing false and/or incorrect perception that the Plaintiff suffered from a psychological and/or psychiatric condition.

12. By reason of the foregoing acts of the Defendants since January 2010, a declaratory judgment is both necessary and proper in order to set forth and determine the rights, obligations and liabilities that exist among the parties to the Agreement.

WHEREFORE, the Plaintiff demands judgment as follows:

A. Declaring that pursuant to the Agreement, the Defendants are barred from any consideration and/or perception of the Plaintiff suffering from a psychological and/or psychiatric condition;

B. Declaring the rights and other legal relations of the Plaintiff and Defendants arising out of the Agreement;

C. Awarding such other and further relief as the Court may deem equitable, just and proper.

SECOND COUNT
(DISCRIMINATION BASED ON PERCEIVED HANDICAP UNDER THE LAD)

13. The Plaintiff repeats each and every allegation of the First Count and makes them a part hereof

14. The Defendants' Department, Froehlich, Cryan and Doe's aforesaid actions, commencing in January 2010, determining the Plaintiff to be "unfit for duty," compelling her to turn in her firearm and attend psychiatric treatment for a prolonged period of time in 2010 and 2011 also constituted employment discrimination under the LAD, based upon the ongoing false and/or incorrect perception that the Plaintiff suffered from a psychological and/or psychiatric condition. This made the Plaintiff a member of a protected class under the LAD.

15. Prior to the Defendants' aforesaid discriminatory acts, the Plaintiff had

complained of severe gender-based harassment by a co-worker, Sheriff's Officer John Santoro ("Santoro") and by Carol Gomez ("Gomez"), a civilian employee

16. The Plaintiff had been reprimanded by the Defendant Cryan for her complaints about Santoro and advised that he "was not going to accept any further complaints from the Plaintiff about Santoro "or anyone else in the County."

17. The Defendants Department, Froehlich, Cryan and Doe Doe aided and abetted each other's aforesaid acts, which constituted discrimination under the LAD based upon perceived handicap/disability that the Plaintiff was psychologically and/or psychiatrically "unfit for duty" as a Sheriff's Officer.

18. The aforesaid acts also constituted discrimination under the LAD in the creation of a hostile work environment for the Plaintiff, based upon perceived handicap/disability.

19. The Plaintiff complained of the aforesaid acts of discrimination under the LAD to the Defendants, but the aforesaid acts of discrimination by the Defendants did not stop.

20. The aforesaid acts of the Defendants were outrageous, malicious and willful and done with reckless disregard for the rights of the Plaintiff under the LAD, warranting the imposition of punitive damages against each of them.

21. As a direct and proximate result of the aforesaid acts of discrimination by Defendants, the Plaintiff has suffered and sustained damages.

WHEREFORE, Plaintiff demands judgment on this Court against Defendants Department, Froehlich, Cryan and/or Doe, jointly and severally, for compensatory damages, punitive damages, counsel fees, costs of suit and such other and further relief as the Court may deem equitable and just.

THIRD COUNT
(RETALIATION UNDER THE LAD)

22. Plaintiff repeats each and every allegation of the First and Second Counts of the Complaint and makes them a part hereof.

23. Since the Defendants were first advised of Plaintiff's claim, Defendants, by and through their agents and/or employees, have retaliated against her for the same, in further violation of the NJLAD. The acts of retaliation have included, but have not been limited to, assigning the Plaintiff a substantially increased caseload.

24. The aforesaid actions of Defendants, by and through its agents and/or employees were outrageous, malicious and willful and done with reckless disregard of the rights of Plaintiff, warranting the imposition of punitive damages against each of them.

25. As a direct and proximate result of the aforesaid acts of retaliation, in violation of Plaintiff's rights under the NJLAD by Defendants, through their agents, servants and/or employees, Plaintiff suffered and sustained damages.

WHEREFORE, Plaintiff demands judgment on this Count against Defendants Department, Froehhch, Cryan and/or Doe, jointly and severally, for compensatory damages, punitive damages, counsel fees, costs of suit and such other and further relief as the Court may deem equitable and just.

FOURTH COUNT
(VIOLATION OF EMPLOYER'S POLICIES-BREACH OF CONTRACT)

26. The Plaintiff repeats each and every allegation of the First, Second and Third Counts and makes them a part hereof.

27. The Defendant Department employed the Plaintiff in accordance with certain written policies, which terms included, but were not limited to, provisions on non-discrimination against employees with handicaps and by implication, perceived handicaps and accommodation of employees with disabilities.

28. The aforesaid actions of the Defendants breached those aforesaid policies and terms, in violation of the rights of the Plaintiff.

29. As a direct and proximate result of the aforesaid breaches of the aforesaid policies and terms by the Defendants, the Plaintiff suffered and sustained damages

WHEREFORE, the Plaintiff demands judgement on this Court against Defendants Department, Froehlich, Cryan and/or Doe, jointly and severally, for compensatory damages, punitive damages, counsel fees, costs of suit and such other and further relief as the Court may deem equitable and just.

JURY DEMAND

Plaintiff demands trial by jury on all triable issues.

DESIGNATION OF TRIAL COUNSEL

Pursuant to **Rule 4:25-4**, Michael Farhi, Esq. is hereby designated as trial counsel for Plaintiff in the above matter.

CERTIFICATION OF NO OTHER ACTIONS

Pursuant to **Rule 4:5-1**, it is hereby stated that the matter in controversy is not the subject of any other action pending in any other Court or of a pending arbitration proceeding to the best of our knowledge and belief. Also, to the best of our belief, no other action or arbitration proceeding is

contemplated. Further, other than the parties set forth in this pleading, we know of no other parties that should be joined in the above action. In addition, we recognize the continuing obligation of each party to file and serve on all parties and the Court an amended pleading if there is a change in the facts stated in this original pleading.

Dated: January 3, 2012



**KATES, NUSSMAN, RAPONE,
ELLIS & FARHI, LLP
Attorneys for Plaintiff**

By: 

MICHAEL FARHI

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Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> 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		FOR USE BY CLERKS OF THE COURT PAYMENT TYPE <input type="checkbox"/> CK <input type="checkbox"/> OS <input type="checkbox"/> CA CHG/CK NO. AMOUNT. OVERPAYMENT. BATCH NUMBER
	ATTORNEY / PRO SE NAME Michael Farhi, Esq.	TELEPHONE NUMBER (201) 488-7211	COUNTY OF VENUE Union
	FIRM NAME (if applicable) Kates Nussman Rapone Ellis & Farhi, LLP	DOCKET NUMBER (when available) UNNL 0083 12	
	OFFICE ADDRESS 190 Moore Street, Suite 306 Hackensack, NJ 07601	DOCUMENT TYPE Complaint	JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF PARTY (e.g., John Doe, Plaintiff) Beverly Figueroa, Plaintiff	CAPTION Beverly Figueroa v. Union County Sheriff's Department, Sheriff Ralph G. Froehlich, Undersheriff Joseph Cryan and John Does Nos. 1-10 (fictitious names for unknown individuals)		
CASE TYPE NUMBER (See reverse side for listing) 618	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:53A-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		
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"/> 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 INTERVENTION, MANAGEMENT OR ACCELERATED DISPOSITION			
RECEIVED/FILED Superior Court of New Jersey JAN 03 2012 CIVIL ASSIGNMENT UNION COUNTY			
 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(p)</i> .			
ATTORNEY SIGNATURE 