

CAPEHART & SCATCHARD, P.A.
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Attorneys for Defendants: Lacey Township School District
Lacey Township Board of Education,

D.S.G. & D.G. o/b/o A.G.,

Plaintiffs,

v.

LACEY TOWNSHIP SCHOOL DISTRICT;
LACEY TOWNSHIP BOARD OF
EDUCATION; XYZ CORPORATIONS (1-5)
and JOHN/JANE DOES (1-10).

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – OCEAN COUNTY

Docket No. OCN-L-001366-22

Civil Action

**ANSWER AND AFFIRMATIVE
DEFENSES ON BEHALF OF
DEFENDANTS LACEY TOWNSHIP
SCHOOL DISTRICT AND LACEY
TOWNSHIP BOARD OF EDUCATION**

Defendants Lacey Township School District (“District”) and Lacey Township Board of Education (“Board”) (collectively “Lacey Defendants”), by way and through the undersigned counsel hereby respond to the allegations set forth in Plaintiff’s Complaint, and by way of Answer to the Complaint state:

IDENTIFICATION OF PARTIES

1. Admitted only that Plaintiff A.G. is a minor who attends Lacey Township High School (“LTHS”) in the District. To the extent that this paragraph asserts a legal conclusion, no response is required. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.

2. This paragraph does not set forth a factual allegation against the Lacey Defendants.
3. Admitted only that the District is a public school district organized under Title 18A of the New Jersey Code. To the extent that this paragraph offers a legal conclusion, no response is required. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
4. Admitted only that the Board is Type II school district organized under, and responsible for, the functions of such school districts under Title 18A of the New Jersey Code, and that the Board's offices are located at 200 Western Blvd., in Lanoka Harbour, New Jersey. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
5. To the extent that this paragraph offers a legal conclusion, no response is required. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
6. To the extent that this paragraph is read to set forth factual allegations against the Lacey Defendants, they are without sufficient information to form a conclusion about the truth or accuracy of such claims, so those claims are hereby denied. Plaintiffs are left to their proofs.
7. Admitted.
8. Admitted.
9. Admitted.

10. Admitted. By way of clarification, the individual's name is properly spelled "Vircillo."
11. Denied. By way of further explanation, Mr. Jack Bush was a volunteer assistant coach with the LTHS football team until October 2021.
12. Admitted.
13. Admitted.
14. Admitted.
15. Admitted.
16. Admitted.
17. Admitted.
18. Admitted.
19. Admitted. By way of clarification, the individual's name is properly spelled "Nani."

FACTUAL BACKGROUND

20. Admitted.
21. Lacey Defendants lack sufficient information to form an opinion as to the truth or accuracy of the facts alleged in this paragraph. Therefore, they are denied. Plaintiffs are left to their proofs.
22. Admitted only that A.G. played football for LTHS during the 2020-2021 and 2021-2022 school years. The remaining allegations contained in this paragraph are denied.
23. Admitted only that A.G. was on the freshman football team during his freshman year --the 2020-2021 school year. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.

24. Admitted only that A.G. played football for LTHS during his sophomore year -- the 2021-2022 school year. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
25. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
26. Admitted only that Plaintiff D.S.G. spoke with McAndrew about A.G. on or about August 12, 2021. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
27. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
28. Admitted only that Plaintiff D.S.G. spoke with Nani about A.G. on or about August 13, 2021. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
29. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.

30. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
31. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
32. Admitted only that A.G. was admitted to the hospital on or about September 12, 2021. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
33. Admitted.
34. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
35. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
36. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
37. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.

38. Admitted only that, on or about October 13, 2021, Nani and D.G. spoke about Coach Bush. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
39. Admitted only that, on or about October 13, 2021, Vircillo and A.G. spoke about Coach Bush. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
40. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
41. See the response to Paragraph 38, above.
42. To the extent that this paragraph references a text message, said message is not attached to the Complaint, so Lacey Defendants are unable to respond to the allegations regarding the text message. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
43. Admitted only that, on or about October 14, 2021, Del Vento and D.S.G. spoke, and that subsequently on or about October 14, 2021 D.S.G. spoke with Principal Brandis. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.

44. Denied that Mr. Allen gave A.G. “dirty looks” following practice. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
45. Admitted only that A.G. attended football practice on October 15, 2021. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
46. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
47. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
48. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
49. Admitted only that Brandis called D.S.G. on or about October 19, 2021. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
50. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.

51. Admitted only that D.S.G. and Brandis spoke on October 20, 2021. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
52. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
53. Admitted only that D.S.G. and Brandis spoke on October 20, 2021 and that D.S.G. forwarded to Brandis a copy of correspondence from Coach Virillo dated October 13, 2021. That email speaks for itself and requires no response. To the extent that this paragraph references a document or other written communication, it is not attached. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
54. Admitted only that DiMicco assisted A.G. with obtaining uniform pants on or about October 22, 2021. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
55. To the extent that this paragraph references a document or other written communication, it is not attached. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.

56. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
57. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
58. To the extent that this paragraph references a document or other written communication, it is not attached. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
59. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
60. To the extent that this paragraph references a document or other written communication, it is not attached. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
61. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
62. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.

63. Admitted only that D.S.G. spoke with Del Vento about Bush being present at the LTHS football game on November 5, 2021, and that Bush was removed from the football game at the direction of Del Vento. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
64. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
65. Admitted only that Brandis contacted D.S.G. on November 8, 2021, and apologized for not responding to her the previous week while he was on vacation. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
66. Admitted only that Plaintiffs attended the November 18, 2021, meeting of the Board, and that they requested a copy of the final HIB report during the public comment period. Further admitted that the inquiry was responded to by then-Business Administrator Patrick DeGeorge, Assistant Superintendent William Zylinski, and the Board's counsel. Denied that the response was unclear or contradictory. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
67. Denied.

68. Denied that A.G. was harassed or retaliated against. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
69. Denied that A.G. was subjected to discriminatory verbal abuse or direct retaliation in any way. Denied that Mr. Bush is affiliated with LTHS or the District. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
70. To the extent that this paragraph states a legal conclusion no response is necessary. Plaintiffs are left to their proofs. All other allegations in this paragraph are denied.
71. To the extent that this paragraph states a legal conclusion no response is necessary. Plaintiffs are left to their proofs. All other allegations in this paragraph are denied.
72. To the extent that this paragraph states a legal conclusion no response is necessary. Plaintiffs are left to their proofs. All other allegations in this paragraph are denied.
73. To the extent that this paragraph states a legal conclusion no response is necessary. Plaintiffs are left to their proofs. All other allegations in this paragraph are denied.
74. To the extent that this paragraph states a legal conclusion no response is necessary. Plaintiffs are left to their proofs. All other allegations in this paragraph are denied.
75. To the extent that this paragraph states a legal conclusion no response is necessary. Plaintiffs are left to their proofs. All other allegations in this paragraph are denied.
76. To the extent that this paragraph states a legal conclusion no response is necessary. Plaintiffs are left to their proofs. All other allegations in this paragraph are denied.
77. To the extent that this paragraph states a legal conclusion no response is necessary. Plaintiffs are left to their proofs. All other allegations in this paragraph are denied.

78. To the extent that this paragraph states a legal conclusion no response is necessary. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.

79. Denied.

80. Denied.

81. Denied.

82. Denied.

83. Denied.

84. Denied.

85. Denied.

86. Denied.

87. Denied.

88. Denied that A.G. experienced abuse or retaliation. Denied that Mr. Bush remains affiliated with the District. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the remaining claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.

COUNT I – LAW AGAINST DISCRIMINATION

89. The Lacey Defendants repeat and reassert the responses to the preceding paragraphs as if fully set forth herein.

90. Denied.

COUNT II – LAD Retaliation

- 91. The Lacey Defendants repeat and reassert the responses to the preceding paragraphs as if fully set forth herein.
- 92. Admitted only that Plaintiffs made a HIB complaint.
- 93. Denied.
- 94. Denied.
- 95. Denied.

COUNT III – Vicarious Liability

- 96. The Lacey Defendants repeat and reassert the responses to the preceding paragraphs as if fully set forth herein.
- 97. This paragraph contains a legal conclusion for which no response is required. Plaintiffs are left to their proofs.
- 98. Lacey Defendants are without sufficient information to form a conclusion about the truth or accuracy of the claims in this paragraph, so they are hereby denied. Plaintiffs are left to their proofs.
- 99. Denied.

COUNT IV – Request for Equitable Orders

- 100. The Lacey Defendants repeat and reassert the responses to the preceding paragraphs as if fully set forth herein.
- 101. This paragraph does not state factual allegations to which a response would be required, but instead merely states Plaintiff's requested relief. As such, no response is required.

WHEREFORE, the Lacey Defendants deny that Plaintiffs are entitled to the relief sought and hereby demand dismissal of Plaintiffs' Complaint with prejudice, together with the award of

reasonable attorneys' fees, costs of suit, and such further relief as the Court may deem equitable and just.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

The Complaint fails to state a claim upon which relief can be granted.

SECOND AFFIRMATIVE DEFENSE

Recovery is barred, either in whole or in part, as Lacey Defendants are entitled to either absolute or qualified immunity from suit.

THIRD AFFIRMATIVE DEFENSE

This action is barred by the doctrines of collateral estoppel or res judicata.

FOURTH AFFIRMATIVE DEFENSE

The allegations of the Complaint and any damages resulting therefrom were caused by the negligence of persons and entities over whom Lacey Defendants had no control.

FIFTH AFFIRMATIVE DEFENSE

Any damages alleged in this incident were exclusively the result of the negligence of Plaintiff.

SIXTH AFFIRMATIVE DEFENSE

The service of the summons and Complaint upon Defendant was insufficient by reason of manner of service of process and insufficiency of service of process.

SEVENTH AFFIRMATIVE DEFENSE

Recovery is barred in this action by reason of the applicable statute of limitations.

EIGHTH AFFIRMATIVE DEFENSE

Defendant reserves the right to file a motion for a more definite statement.

NINTH AFFIRMATIVE DEFENSE

This action is barred, in whole or in part, by Plaintiff's failure to exhaust available administrative remedies.

TENTH AFFIRMATIVE DEFENSE

This action is barred by the doctrines of mootness, or is not yet ripe for adjudication.

ELEVENTH AFFIRMATIVE DEFENSE

Plaintiff's claims are barred by the entire controversy doctrine.

TWELFTH AFFIRMATIVE DEFENSE

The Court lacks subject matter jurisdiction over the within controversy.

THIRTEENTH AFFIRMATIVE DEFENSE

Plaintiffs have failed to mitigate their damages, if any.

FOURTEENTH AFFIRMATIVE DEFENSE

Plaintiffs have failed to join an indispensable party to the suit.

FIFTEENTH AFFIRMATIVE DEFENSE

Plaintiffs are not entitled to recover pre-judgment interest.

SIXTEENTH AFFIRMATIVE DEFENSE

Recovery is barred, in whole or in part, because Plaintiffs have failed to identify any custom, policy, or practice of Lacey Defendants that may give rise to vicarious liability of the municipality for the acts or omissions of Lacey Defendants' employees.

SEVENTEENTH AFFIRMATIVE DEFENSE

Lacey Defendants are entitled to good faith and/or qualified immunity because their actions were at all times objectively reasonable, were without any malice or fraud, and were not in violation of any clearly established law or public policy.

EIGHTEENTH AFFIRMATIVE DEFENSE

Plaintiffs cannot establish a causal link between a particular policy, pattern, or custom and the injuries allegedly suffered by Plaintiffs.

NINETEENTH AFFIRMATIVE DEFENSE

Plaintiffs are not entitled to an award of costs, attorney's fees, or punitive damages.

TWENTIETH AFFIRMATIVE DEFENSE

Lacey Defendants did not engage in willful misconduct or willful indifference to Plaintiffs' complaint(s).

TWENTY-FIRST AFFIRMATIVE DEFENSE

Lacey Defendants reserve the right to assert additional affirmative defenses as may be revealed through discovery.

NOTICE PURSUANT TO RULES 1:5-1(a) and 4:17-4

PLEASE TAKE NOTICE that the undersigned attorney does hereby demand, pursuant to the above-cited Rules of Court, that each party herein serving pleadings and interrogatories and receiving answers thereto, serve copies of all such pleadings and answered interrogatories, and all documents, papers and other material referred to therein, received from any party, upon the undersigned attorney, and TAKE NOTICE that this is a CONTINUING demand.

RESERVATION OF RIGHTS

Defendant reserves the right, at or before trial, to move to dismiss the Complaint and/or move for summary judgment, on the ground that the Complaint fails to state a claim upon which relief can be granted, or under any of the above defenses, and/or Plaintiffs have failed to join all necessary parties, and/or the Lacey Defendants are entitled to judgment as a matter of law based on any of the above defenses or any other applicable legal defense.

DEMAND FOR STATEMENT OF DAMAGES

Take notice that, in accordance with R. 4:5-2, Lacey Defendants request within five (5) days of service hereon, that Plaintiffs furnish a Written Statement of Damagers setting forth the amount of damages claimed against Lacey Defendants.

**CERTIFICATION REGARDING OTHER
PROCEEDINGS AND PARTIES**

I hereby certify in accordance with R. 4:5-1 that, to the best of my knowledge at this time, the matter in controversy is not the subject of any other pending or contemplated proceeding.

JURY DEMAND

Lacey Defendants hereby demand a trial by jury on all issues in the case.

DESIGNATION OF TRIAL COUNSEL

Please take notice that, pursuant to the provisions of R. 4:25-4, Sanmathi Dev, Esq., and Geoffrey Stark, Esq., are hereby designated as trial counsel.

/s/Sanmathi Dev
Sanmathi Dev, Esq.

/s/Geoffrey N. Stark
Geoffrey N. Stark, Esq.

Dated: October 11, 2022

CERTIFICATION REGARDING SERVICE

I certify that a copy of the within pleading was served on the Plaintiff's attorney, in accordance with the Rules of Court, at the following address, via Regular Mail and E-filing:

Ryan J. Clark, Esq.
Clark, Clark, & Noonan, L.L.C.
1514 State Route 138, Suite 3
Wall, New Jersey 07719
Attorney for Plaintiff, D.S.G. and D.G. o/b/o A.G.

By: /s/ Geoffrey N. Stark
Geoffrey N. Stark, Esq.

Dated: October 11, 2022

Geoffrey N. Stark, Esq. – 01811-2010
 CAPEHART & SCATCHARD, P.A.
 8000 Midlantic Drive, Suite 300S
 PO Box 5016

Mount Laurel, N.J. 08054-5016

Tele: (856) 380-6709

Fax: (856) 235-2786

Attorney for Defendants, Lacey Township School District and Lacey Township Board of Education

D.S.G. & D.G. o/b/o A.G.,

Plaintiffs,

v.

LACEY TOWNSHIP SCHOOL DISTRICT,
 LACEY TOWNSHIP BOARD OF EDUCATION,
 XYZ CORPORATIONS (1-10), AND,
 JOHN/JANE DOES (1-10),

Defendants.

SUPERIOR COURT OF NEW JERSEY
 LAW DIVISION: OCEAN COUNTY

DOCKET NO. OCN-L-1366-22

Civil Action

**STIPULATION EXTENDING TIME
 TO ANSWER OR OTHERWISE
 FILE A RESPONSIVE PLEADING
 PURSUANT TO R. 4:6-1(c)**

It is hereby stipulated and agreed by and between the parties herein by their respective counsel that the prescribed period of time within which the defendants may answer or otherwise move with respect to the complaint is hereby extended for thirty (30) days.

CAPEHART & SCATCHARD, P.A.

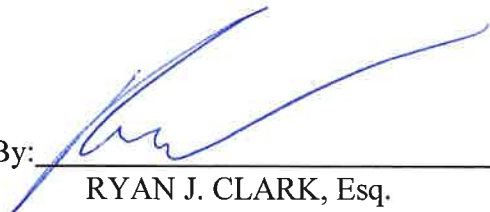
Attorneys for Defendants

Lacey Township School District, and
 Lacey Township Board of Education

CLARK, CLARK & NOONAN, LLC

Attorneys for Plaintiff

By: /s/ Geoffrey N. Stark
 Geoffrey N. Stark, Esq.

By: 
 RYAN J. CLARK, Esq.

Dated: August 31, 2022

Dated: 10/10/2022

Civil Case Information Statement

Case Details: OCEAN | Civil Part Docket# L-001366-22

Case Caption: G. D. VS LACEY TOWNSHIP SCHOO L
DISTRIC

Case Initiation Date: 06/27/2022

Attorney Name: GEOFFREY NELSON STARK

Firm Name: CAPEHART & SCATCHARD PA

Address: 8000 MIDLANTIC DR STE 300S P.O. BOX 5016
MT. LAUREL NJ 080545016

Phone: 8562346800

Name of Party: DEFENDANT : LACEY TOWNSHIP
SCHOOL DISTRICT

Name of Defendant's Primary Insurance Company
(if known): Summit Risk Services

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Answer W/Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

**Do you anticipate adding any parties (arising out of same
transaction or occurrence)?** NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: D. S G.? NO

Are sexual abuse claims alleged by: D. G.? NO

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? YES

If yes, is that relationship: Other(explain) Student/Sch. Dist.

Does the statute governing this case provide for payment of fees by the losing party? 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? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO

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)

10/11/2022
Dated

/s/ GEOFFREY NELSON STARK
Signed

