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| STEPHEN JANKOWSKI,<br><br>Plaintiff,<br><br>v.<br><br>CITY OF SEA ISLE, CHIEF THOMAS<br>D'INTINO, CAPTAIN ANTHONY<br>GARREFFI AND JOHN DOES 1<br>THROUGH 50, INCLUSIVE, FICTITIOUS<br>NAMED DEFENDANTS, JOINTLY,<br>SEVERALLY, AND IN THE<br>ALTERNATIVE,<br><br>Defendants. | SUPERIOR COURT OF NEW JERSEY<br>LAW DIVISION - CAPE MAY COUNTY<br><br>Docket No.: <i>CPM-L-180-17</i><br><br>Civil Action<br><br><b>COMPLAINT, DEMAND FOR JURY<br/>TRIAL, DESIGNATION OF TRIAL<br/>COUNSEL AND DEMAND PURSUANT<br/>TO RULE 1:4-8</b> |
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Plaintiff Stephen Jankowski, presently residing in Atlantic County, New Jersey, by way of Complaint against Defendants, states:

**FIRST COUNT**

1. At all relevant times herein, Defendant Sea Isle City Police Department ("Defendant Sea Isle"), was an entity created and existing pursuant to law, doing business in the state of New Jersey and was the employer of Plaintiff.

2. At all relevant times herein, Defendant Chief Thomas D'Intino ("Defendant D'Intino") is an employee of Sea Isle City and Plaintiff's supervisor who unlawfully combined or acted in concert with Sea Isle City to engage in the unlawful and discriminatory misconduct

referred to herein, which occurred during and in the course and scope of his employment with Defendant Sea Isle, which conduct is imputed to the employer/principal, Defendant Sea Isle, as a result of Defendant Sea Isle having authorized, ratified, condoned, acquiesced in, approved, tolerated, fomented, or aided and abetted the discriminatory misconduct referred to herein.

3. At all relevant times herein, Defendant Captain Anthony Garreffi ("Defendant Garreffi") is an employee of Sea Isle City and the Plaintiff's supervisor who unlawfully combined or acted in concert with Sea Isle City to engage in the unlawful and discriminatory misconduct referred to herein, which occurred during and in the course and scope of her employment with Defendant Sea Isle, which conduct is imputed to the employer/principal, Defendant Sea Isle, as a result of Defendant Sea Isle having authorized, ratified, condoned, acquiesced in, approved, tolerated, fomented, or aided and abetted the discriminatory misconduct referred to herein.

4. At all relevant times herein, Defendants John Does 1-25, inclusive, are fictitious names for persons, corporations, or other legal entities, the identities of which are unknown as present, but who are responsible to Plaintiffs by reason of their knowing participation in the acts of harassment and retaliation with Defendant Sea Isle and/or by reason of their aiding, abetting, authorizing, ratifying, condoning, participating in, or conspiring with their Co-Defendants to participate in an commit the wrongful acts referred to herein.

5. Plaintiff Stephen Jankowski ("Plaintiff") was hired as a patrolman for the Sea Isle City Police Department ("the Department") in approximately August, 2009 and before that Plaintiff was a member of the Unites States military and served several tours in Iraq.

6. Plaintiff was hired from the County list and attended the Atlantic County Police Academy.

7. In approximately January, 2010, Plaintiff began his field training with Patrolman Steven Conte.
8. Plaintiff's training ended fairly quickly and he was assigned to the Patrol Division.
9. From the beginning, Plaintiff was well liked by many in the Department, including the administration.
10. Because of Plaintiff's success, in about May 2011, he was reassigned to the Detective Bureau with Detective Conte and Detective Sergeant Rohrer.
11. A short time after this reassignment, Plaintiff was labeled a "go getter" and produced quality and voluminous work.
12. Plaintiff was again thought highly of by the administration.
13. During the summer of 2011, the then union representative, Patrolman Francis Taylor, was discussing stepping down from the position.
14. Patrolman Taylor discussed the position with Plaintiff to gauge his interest.
15. As Plaintiff was still relatively new to the Department, he inquired about shadowing Patrolman Taylor to learn the position.
16. Plaintiff, who was well respected, put his name in for the spot and won the election for union representative by a large margin.
17. Plaintiff took over as the union representative in January of 2012.
18. Soon after, Defendant D'Intino challenged the union by refusing to pay several officers the mandatory minimum overtime of four hours for attending mandatory, semi-annual firearms requalification.

19. As a result, it was known by Detective Lieutenant Rohrer and Defendant Garreffi that the issue was going to be grieved as a violation of the Collective Bargaining Agreement ("CBA").

20. After both Rohrer and Defendant Garreffi spoke with Defendant D'Intino, they approached Plaintiff and informed him that Defendant D'Intino stated, "If you grieve this there will be repercussions" which demonstrates his retaliatory mindset.

21. Plaintiff grieved the violation of the CBA and the officers were then paid their mandatory minimum overtime.

22. Defendant D'Intino then approached Plaintiff and stated, "We can work these things out you don't have to file a grievance, come talk to me first."

23. Plaintiff replied that he would let Defendant D'Intino know when there was a grievance prior to it being filed.

24. Throughout Plaintiff's time as union representative, Defendant D'Intino would constantly attempt to deter Plaintiff from filing grievances on behalf of the officers.

25. In fact, Defendant D'Intino would make statements that officers were greedy and that it was a contract year so they should be cautious about filing grievances.

26. Even so, Defendant D'Intino repeatedly violated the CBA and grievances repeatedly were filed.

27. In approximately late October of 2012, Hurricane Sandy impacted the New Jersey and New York areas.

28. During the hurricane, Defendant D'Intino, who was also the Office of Emergency Management Coordinator, was on vacation in Florida.

29. In his absence, all police personnel were removed from the Department headquarters and sought refuge at a nearby Methodist church.
30. Dispatchers were setup in the parking lot of the Department.
31. Because of storm flooding, raw sewage flooded into the Department making it inhabitable and destroying vast amounts of police gear and uniforms.
32. Several days after the storm, while Defendant D'Intino was still in Florida, dispatchers were ordered back into the sewage infested headquarters.
33. Plaintiff personally experienced health side effects from the deplorable conditions, including headaches, when occupying the building for longer than 30 minutes.
34. Patrolwoman Kingsland called Plaintiff and informed him that they need a union representative because of being forced to work in the toxic conditions to which Plaintiff objected which object constitutes protected conduct under the law.
35. Plaintiff quickly responded to Defendant Sea Isle and contacted William Subin, Esq.
36. As a result of Plaintiff's conduct the order to return to headquarters reversed.
37. Approximately 8 hours after the reversal, Defendant D'Intino returned from vacation.
38. Defendant D'Intino pulled Plaintiff and Patrolwoman Kingsland aside and berated them for their actions and complaints regarding the toxic working conditions from the raw sewage which conduct by Plaintiff constitutes protected conduct as define by New Jersey law.
39. Plaintiff and Kingsland were dismissed after the reprimand from Defendant D'Intino.
40. Approximately one hour after Defendant D'Intino's returned, Plaintiff was called back to the station.

41. Once Plaintiff arrived he was met by Defendant D'Intino and an employee from an air quality control company.

42. Defendant D'Intino then went home and Plaintiff stayed with the employee from the air quality control company.

43. After approximately 24 to 48 hours, the results from the quality control company came back with poor air quality and elevated levels of dangerous air and mold.

44. Police operations were then temporarily moved to a nearby public school building that had been closed.

45. In one instance on or about June 20, 2013, Plaintiff was called on duty approximately one hour after finishing a ten-hour shift to investigate an armed robbery.

46. Plaintiff promptly responded and conducted numerous interviews, executed a search warrant, and wrote out charges.

47. Plaintiff conducted and completed all necessary work from the time he arrived at approximately 1:00 am until approximately 5pm.

48. This equaled Plaintiff working approximately 27 out of 28 hours, which resulted in physical exhaustion.

49. Plaintiff was not planning on finishing his second shift from 2pm to 12 am, but instead planned on going home sick from sleep deprivation.

50. Because of his first shift, the armed robbery investigation, and the second shift, Plaintiff had been awake for approximately 34 hours straight.

51. At approximately 4:00 pm on June 20, 2013, Captain Milano entered the detective bureau and stated, "Defendant D'Intino said he is not paying you past 5 o'clock."

52. Captain Milano then abruptly left, which left Plaintiff confused as to what she meant by her statement.

53. As a result, Plaintiff continued working diligently until approximately 4:45pm.

54. At that time, no administrator was in the building as they had all left early for the day.

55. Plaintiff filled out an overtime slip for the 13 hours he had worked between his two shifts, 1am to 2pm, and retained the slip since no administrator was present to sign it.

56. The following work day, Plaintiff saw Lieutenant Defendant Garreffi and requested that he sign his overtime slip.

57. Defendant Garreffi reviewed the slip and stated, "Captain Milano has to sign it because you're not getting 13 hours of overtime, but you're still getting some."

58. Over the next several days, Plaintiff looked for Captain Milano to sign off on his overtime, but she was nowhere to be found.

59. Plaintiff eventually spoke with Lieutenant McQuillen who stated that he would sign the slip.

60. Plaintiff thanked McQuillen, but advised that he was informed Captain Milano was the one who must sign.

61. McQuillen replied, "I don't give a shit, I'll sign it."

62. Wanting to get the overtime submitted before the end of the pay period, Plaintiff allowed Lieutenant McQuillen to sign for the 13 hours and submitted the slip.

63. When Plaintiff returned to work the following work day, his supervisor had left a copy of the overtime slip on Plaintiff's desk.

64. Plaintiff's supervisor had crossed out 13 hours, wrote 7 hours, and initialed the form.

65. Plaintiff inquired about the change on his form, which his supervisor responded that since Plaintiff did not finish the second shift the difference had been subtracted from his overtime slip.

66. This is a clear violation of wage and hour laws and the CBA<sup>1</sup>.

67. The policy states that if the employer sends you home early any time owed is covered by them.

68. In addition, Plaintiff worked 27 out of 28 hours straight before going home sick.

69. Plaintiff wanted to file a grievance based on these actions, but knowing that retaliation would likely be imminent he spoke with Detective Sergeant Mammele for approximately 10 days about the issue.

70. On or about July 5, 2013, Plaintiff informed Mammele that he could not let the grievance go and allow precedence for Defendant D'Intino to violate labor laws.

71. As such, Plaintiff informed Mammele that he would be filing his grievance.

72. Several minutes after notification, Mammele left work for the day, but not before going to the administration offices.

73. The only administrator present at the time was Captain Milano.

74. Within 15 minutes of notification that a grievance would be filed, Captain Milano entered Plaintiff's office and served him a target letter.

75. Captain Milano stated, "This isn't my favorite part of the job, but an internal affairs has been opened on you for your overtime slip."

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<sup>11</sup> Federal law is being mentioned as a source of law to support Plaintiff's Contentious Employee Protection Act claim, N.J.S.A. 34:19-1, et seq. ("CEPA") under New Jersey Law and Plaintiff is not bringing any claims under Federal Law or the Federal Constitution.

76. Plaintiff inquired what the infraction was for and he was informed that it was a violation for insubordination.

77. An IA interview occurred on July 10, 2013, in which Patrolwoman Kingsland was present as Plaintiff's representative.

78. Subsequently, Plaintiff filed his overtime violation grievance.

79. In a similar situation, towards the end of summer, 2013, an incident arose where Plaintiff was working nights and too many people had called out for the following day shift.

80. After no one was available to fill the vacancy, Plaintiff was told by Lieutenant Defendant Garreffo to go home early at 11pm and report back at 7am.

81. After receiving the IA previously for being sent home early, Plaintiff requested clarification.

82. Plaintiff asked Lieutenant Defendant Garreffo, "Sir should I adjust my overtime slip for tomorrow since I am shorting the department time tonight?"

83. Defendant Garreffo replied, "No, if we send you home it is on us not you."

84. This incident was almost identical to that of June 20, 2013, with regard to how overtime is calculated.

85. In June, 2013, Plaintiff was disciplined for and had overtime hours removed for going home for sleep deprivation, but now was being told that the CBA requires that when an officer is sent home early it is on the Department.

86. More than 45 days passed without any word as to the decision on Plaintiff's grievance or the status of his IA investigation.

87. On or about September 25, 2013, Plaintiff met with Defendant D'Intino about possibly resolving his filed overtime grievance.

88. Over the course of the 20-minute meeting, Defendant D'Intino berated Plaintiff and told him he was greedy.

89. Furthermore, Defendant D'Intino threatened Plaintiff that an IA was still looming over him and insinuated that the grievance was the cause for the IA.

90. To this day, Plaintiff still has not been given any information as to the status of the IA from June 20, 2013 in direct violation of the AG Guidelines.

91. Over the course of the following 6 months, Plaintiff repeatedly observed similar overtime violations by Defendant D'Intino and the Department.

92. Between January 27<sup>th</sup> and February 9, 2014, the union was preparing a grievance regarding overtime/reassignment and shift work.

93. The practice of the Department became known as "a day for a day" or "school grievance."

94. For every day of 8-hour schooling/training on your day off, you would be reassigned or given a day off from your working schedule to ensure you only worked 7 days in a pay period.

95. This practice was done to ensure that there would be no compensation for earned overtime.

96. In another instance, Defendant D'Intino ordered Patrolman James McQuillen to work 2 extra 12 hour days during a pay period, but was provided with no compensation.

97. At Defendant D'Intino's request, prior to filing any grievance, Plaintiff met with Defendant D'Intino.

98. Defendant D'Intino stated that the overtime/reassignment practices were correct and that Plaintiff's interpretation was incorrect.

99. Defendant D'Intino did acknowledge that for some time overtime/reassignment was done incorrectly, the way that the union agreed with calculating overtime, and that he had proof of overtime being scheduled the way it was currently implemented.

100. However, Defendant D'Intino was unable to identify any instance of the current practice being done previously after going through every officer's schedule modes.

101. Defendant D'Intino stated the specific clause of the CBA (Art. 24, Sec. 5) only pertained to in-service school and not all schools.

102. Plaintiff informed the Chief that it did not appear that they would be able to work this situation out without filing the grievance and he would be filing one shortly.

103. On or about March 3, 2014, Patrolman Giordano attended an in-service training.

104. Prior to leaving for training, Giordano was told by Lt. McQuillen to give him a call after the class had completed.

105. Common practice was that an 8-hour in-service training course was in lieu of the 12-hour shift.

106. Even if the course did not take the full 8 hours, the material and course was deemed to satisfy the 8-hour requirement and the individual would not be required to return for the remainder of the 12-hour shift.

107. Giordano's in-service course on March 3, 2014, lasted just under 4 hours, which was scheduled to last 8.

108. All the material required was covered and recognized by the union.

109. As requested by Lt. McQuillen, Giordano called in after the course was completed.

110. It was at that time that Giordano was ordered to report back to work to finish his 12-hour shift, in contradiction of practice and norms.

111. As a result, Giordano called Patrolwoman Kingsland who informed him that he should contact Plaintiff as the union representative.

112. Giordano informed Plaintiff that he wanted to file a grievance.

113. Prior to filing a grievance, Plaintiff contact Defendant D'Intino to attempt to have Giordano sent home and to not have him required to work 12 hours instead of the 8 hour max he was scheduled to work.

114. Plaintiff telephoned Defendant D'Intino to inquire about why Giordano was being forced to stay after his in-session training.

115. Defendant D'Intino became irate at Plaintiff's inquiry.

116. Plaintiff explained that he was confused because based on the conversation two (2) weeks prior, Defendant D'Intino stated that the CBA schooling clause only applied to an in-service day.

117. Defendant D'Intino became even more agitated at Plaintiff's clarification and stated, "That's it, he is staying, you do what you gotta do."

118. Defendant D'Intino's statement was in reference to the filing of a grievance.

119. Defendant D'Intino never mentioned any change of past practice or new policy to the Plaintiff and D'Intino's only concern that day was that Giordano was going to remain at work.

120. Defendant D'Intino would later commit perjury by lying about the contents of that phone call in his testimony at Plaintiff's departmental hearing to bolster Defendant Sea Isle's claims against Plaintiff.

121. Over the course of the next couple of days, Lieutenant Defendant Garreffo approached Patrolman Conte and stated, "Jank [Plaintiff] blasted Defendant D'Intino...he's the face of the union, something needs to be done about that."

122. During those following days, Plaintiff contacted Giordano about the grievance, but since Plaintiff was being retaliated against Giordano did not want to follow through with his grievance out of fear of retaliation.

123. Giordano testified under oath at Plaintiff's departmental hearing that he was fearful of retaliation, which is why he did not move forward with a grievance.

124. On or about March 10, 2014, Officers Ready and Mammele both went to in-service trainings and were released at 2:30pm with no inquiries into their whereabouts after the training.

125. The following week, March 17, 2014, acting Sgt. Kingsland, Patrolman Piper, and Plaintiff, all went to in-service training.

126. At approximately 9:15 am, Kingsland received a phone call from Lt. McQuillen and stated, "I know lieutenant if the class gets done before 4 hours we need to call someone."

127. After ending the call, Plaintiff inquired about the 4 hours' comment, which Kingsland replied came from the contract.

128. Knowing the CBA very well, Plaintiff informed Kingsland that it was not in the contract and inquired if there was a past practice that he was unaware of.

129. Kingsland replied that it must be a past practice.

130. The in-service training session ended at 12:15 pm to break for lunch prior to being dismissed.

131. Plaintiff asked Kingsland what they were to do after 1pm.

132. Kingsland replied they would wait at the training until 1pm and then go home.
133. Plaintiff quickly reminded Kingsland that someone should call in to the Department because of what happened to Giordano two weeks prior.
134. Kingsland replied that incident did not concern them.
135. As a result, at 1:04 pm Plaintiff and others in attendance at the in-service left the police academy and went home, as Kingsland had said they were to do.
136. In response, Plaintiff was subjected to a disciplinary hearing.
137. On March 21, 2014, Patrolman McQuillen and Plaintiff filled out and signed a grievance for their in-service discipline.
138. Since Defendant D'Intino was in Florida, McQuillen and Plaintiff emailed the grievance to him so as not to lose the 20-day filing deadline.
139. Upon Defendant D'Intino's return, he ordered Plaintiff to appear and began to berate him about the email regardless of deadlines.
140. On or about March 28, 2014, Plaintiff arrived to work at 2pm.
141. Shortly into the shift, Lt. Defendant Garreffi entered Plaintiff's office acting strangely and requested a copy of the union contract, which Plaintiff provided.
142. At approximately 4:30pm Defendant D'Intino walked by the Detective Bureau and began speaking with Lt. Defendant Garreffi.
143. Plaintiff overheard the conversation and heard Defendant D'Intino inquire if Lt. Defendant Garreffi was taking care of a matter.
144. Lt. Defendant Garreffi replied, "yes sir, right now" and Defendant D'Intino requested to be informed how things went after.
145. At this time, the Plaintiff and Defendant D'Intino were barely on speaking terms.

146. Defendant D'Intino knowing an IA investigation was about to be conducted on the Plaintiff, uncharacteristically entered the detective bureau and boisterously stated "have a great night Jank", Then abruptly left.

147. A short time later, Lt. Defendant Garrefffi entered Plaintiff's office and handed him a target letter and immediately began an interview.

148. Plaintiff was allowed only 2 minutes to find a Weingarten Representative; the only available person was, Sgt. Taylor.

149. During the interview, Plaintiff was asked what time the in-service class had been released and what he did afterward.

150. Lt. Defendant Garrefffi referenced the contract clause of the CBA and based his interview on the contract previously handed to him by Plaintiff.

151. After the interview was over, Sgt. Taylor asked Lt. Defendant Garrefffi about the contract.

152. Lt. Defendant Garrefffi stated "It's up to interpretation pretty much, again I'm doing what I was told to do," which statement Lt. Defendant Garrefffi would later contradict in his testimony at Plaintiff's departmental hearing to bolster Defendant Sea Isle's claims against Plaintiff.

153. While Plaintiff was waiting for the investigation to conclude and to receive preliminary notice of disciplinary action, Plaintiff was given a written reprimand for not signing off on DMS documents which expired while Plaintiff was off duty.

154. Those documents had been signed upon Plaintiff's arrival the following working day and prior to receiving the reprimand.

155. This is the only document form of discipline Plaintiff had ever received and signed for, excluding the initial IA, as the status of that investigation is still unknown.

156. On May 9, 2014, Plaintiff received a Preliminary Notice of Disciplinary Action seeking a 15-day suspension.

157. The senior officer in charge the day of the in-service, Kingsland, received a three-day suspension and could use vacation days in lieu of the hard day which demonstrates that the discipline was retaliatory in nature.

158. Patrolman Piper only received a written reprimand for the in-service day.

159. Plaintiff immediately called the FOP legal defense to open a claim and obtain a lawyer.

160. Plaintiff also contacted William Subin, Esq., who continues to represent Plaintiff in the still unresolved administrative matter.

161. Mr. Subin met with Defendant D'Intino and Paul Baldini, Esq., which resulted in an offer for Kingsland's suspension being reduced from three (3) to one (1) days and Piper being downgraded from a written to verbal reprimand.

162. Kingsland was also given the opportunity to use paid vacation days for the suspension, meaning Kingsland lost only vacation days, no pay.

163. However, Defendant D'Intino and the City Solicitor were set on giving Plaintiff a 15-day suspension without the option of using vacation days which was clearly done in retaliations for Plaintiff's protected conduct.

164. Defendant D'Intino and the City Solicitor made it clear they were not interested in any type of deal with Plaintiff's discipline.

165. No justification or explanation was given for why Defendant D'Intino and the City Solicitor were determined to treat Plaintiff worse than the other officers for the same alleged infraction – more than 14 times worse.

166. To Plaintiff's knowledge he is the only officer in the Department to ever be suspended without being given the option to use vacation days for the discipline.

167. During that summer, Plaintiff's overtime was drastically cut to approximately half of what he had the prior year.

168. In addition, if Plaintiff was called in to investigate a crime, his schedule would be adjusted to ensure he did not receive any overtime pay.

169. Furthermore, that summer the department was awaiting the results of the Sergeants test.

170. Plaintiff was informed by Defendant Garreffo that he would not be promoted to Patrol Sgt. and would have to wait for an opening in the Detective Bureau for a promotion.

171. By the end of the summer, Plaintiff was removed from the Detective Bureau in retaliation for his protected conduct.

172. Plaintiff's reports were completed in the same average time frame as the other detectives, none of whom were transferred out of the Detective Bureau.

173. Plaintiff heard that Defendant Garreffo told Detective Lesniewski that they "were just firing shots across the bow."

174. A short time later Plaintiff was reassigned to Patrol.

175. In Fall, 2013, the Department was ready to promote a Sergeant; Plaintiff was number 5 on the list.

176. McQuillen, Conte, Bradshaw, Saltzman, Plaintiff, and Kingsland were numbers one (1), two (2), three (3), four (4), five (5), and six (6) on the list respectively.

177. After the interviews of only numbers 3-6 were concluded, Kingsland, who was number 6 on the list, was promoted.

178. Bradshaw and Plaintiff were overlooked since they were labeled as "problematic."

179. Several months later, Defendant Garreffi approached Plaintiff and inquired as to when Plaintiff was going to talk to Defendant D'Intino about being reassigned to the detective bureau.

180. Plaintiff was not aware returning to the Detective Bureau was an option, but did speak with Defendant D'Intino and Defendant Garreffi about it.

181. All agreed that Plaintiff would return to the Detective Bureau and would be promoted to Detective Sergeant by Fall, 2015, when Lt. Taylor retired.

182. In early 2015, after starting back in the Detective Bureau, Plaintiff resigned as union representative due to the poor relationship being in that role created between Plaintiff and Defendant D'Intino.

183. Winter, Spring, and early Fall, 2015, went smoothly, except for the continuing practice of cutting overtime hours and adjusting schedules to avoid earned overtime pay.

184. Lt. Taylor retired on November 4, 2015.

185. Towards the end of 2015, Plaintiff was informed that the City wanted Plaintiff to take a 5.5-day suspension in lieu of the 15 originally imposed back on May 9, 2014.

186. Plaintiff was reassured that this suspension would not have any effect on his chances at the already promised Detective Sergeant promotion.

187. Plaintiff declined the deal as he lacked confidence in the City and Chief's reassurances.

188. On or about March 29, 2016, Plaintiff was recalled to work to assist a patrol unit in the complaint of three males smoking marijuana in a residence that did not belong to them.

189. Plaintiff made sure to get pre-approval for the overtime from Sgt. Conte due to the issues regarding overtime hours in the past.

190. Plaintiff responded to the scene and assisted with evidence collection and processing.

191. One of the three individuals arrested on scene was the juvenile child of high ranking City Official.

192. Prior to the Official's child being released, a strong odor of raw marijuana was being emitted from one of the bags that had been brought back to the station, which belonged to one of the individuals arrested.

193. Plaintiff had two (2) bags in his hand and approached the Official and his child in the department lobby.

194. At that time Plaintiff inquired which, if any, bags were the Official's child's.

195. The child indicated that the bag with the strong marijuana odor was his.

196. Plaintiff and the City Official then went to the Detective Bureau where the City Official was informed of Plaintiff's observations.

197. At that time, Plaintiff opened the identified bag in front of the City Official and discovered, underneath a shirt, approximately one (1) ounce of high grade marijuana.

198. Plaintiff proceeded to seize the marijuana as evidence and hand the bag to the City Official.

199. Criminal charges were brought against the child of the high-ranking City Official which constitutes protected conduct as defined by New Jersey law.

200. Knowing the relationship between the City Official and Defendant D'Intino, Plaintiff immediately filled out a report regarding the incident.

201. Upon returning to work approximately 13 hours after the incident, Plaintiff was asked by Captain Defendant Garrefffi to meet him and Defendant D'Intino to advise them on the incident with the Official's child which was unusual as the Chief did not request briefings on most arrests.

202. Plaintiff quickly met with Defendant D'Intino and Defendant Garrefffi and briefly informed them about the incident

203. In fact, Defendant D'Intino immediately changed the subject and informed Plaintiff that he was no longer being promoted to Detective Sergeant which was clearly in retaliation for Plaintiff's protected conduct.

204. Instead, Defendant D'Intino stated he would promote William Bradshaw, who had never served in the capacity of detective and not promote the Plaintiff who was the most experienced detective in the department.

205. Captain Defendant Garrefffi reminded the Plaintiff that Bradshaw was number one (1) and the Plaintiff was number two (2) on the Sergeant's List.

206. Plaintiff remained calm and was dismissed from Defendant D'Intino's office.

207. In a subsequent conversation with Defendant D'Intino the Plaintiff inquired about the promotions and was told by Defendant D'Intino "I'm sure you're not happy but things have changed". The only thing that had changed was that the Plaintiff engaged in protected conduct by arresting a high ranking City Officials child.

208. After Defendant Sea Isle had delayed Plaintiff's departmental hearing several times over the last two years, he finally received the first hearing date of April 13, 2016.

209. Plaintiff's attorney, Mr. Subin, issued subpoenas for the entire witness list since officers were afraid of retaliation if they testified voluntarily.

210. On or about April 6, 2016, Plaintiff finished his scheduled work day at 5:00pm.

211. Approximately 10 minutes later, Plaintiff took several minutes to deliver all of the witness subpoenas to the officers' mailboxes.

212. On the evening of April 12, 2016, the night before the departmental hearing was scheduled to start, Defendant D'Intino sent out an email.

213. The email stated, *"In regards to the subpoenas everyone included in this email received from William Subin, Esquire, this is to inform you that the City has not requested your presence at this hearing nor are you being recalled to duty. Therefore, unless you are working your normal shift during your time needed, you will not be entitled to receive pay or overtime for attending this hearing."*

214. Plaintiff and the subpoenaed officers took this email to be a scare tactic from Defendant D'Intino to deter them from appearing for the hearing or testifying truthfully and a further act of retaliation.

215. Plaintiff later inquired into how Defendant D'Intino arrived at the conclusion that a department hearing is personal in nature as Article 23 of the CBA states, *"if an employee is required to appear in any court or agency hearing other than Municipal Court, he or she shall receive one and a half hours times the regular rate of pay for all hours worked and shall be guaranteed a minimum of four (4) hours pay."*

216. Defendant D'Intino replied that he, the Business Administrator, and a City Official had a conversation and that is what they decided.

217. On the following morning, in a prehearing conference, Defendant Sea Isle stated that if Plaintiff took a 5.5-day suspension they would lump together the 5.5-day suspension and any discipline stemming from Plaintiff hand delivering subpoenas.

218. They further stated that if Plaintiff did not take the deal that they would be opening another Internal Affairs investigation on the way Plaintiff handed out the subpoenas.

219. Plaintiff refused to give in to Defendant Sea Isle and Defendant D'Intino's threats and hostility of further retaliatory action and declined to the offer.

220. The departmental hearing started later that day; however, Defendant D'Intino and Defendant Garreffi requested to interview Plaintiff's witnesses alone before the hearing was to start which was clearly aimed at intimidating the Plaintiff's witnesses.

221. The hearing officer found this inappropriate and declined to allow such interviews.

222. However, the hearing officer did allow the City's attorney to review Plaintiff's witness list prior to the hearing.

223. Captain Defendant Garreffi was the Sea Isle City's first witness presented.

224. Defendant Garreffi committed perjury by stating that from his first days on the job he understood the CBA regarding in-service training to be the same as Defendant D'Intino's interpretation.

225. Defendant Garreffi admitted that he too did not return to work after several classes were let out early, however he stated he clearly knew the contract required him to return to work.

226. This statement regarding Defendant Garreff's understanding of the CBA and in-service training is in complete contradiction to a statement made by Defendant Garreff during Plaintiff's IA interview.

227. In that interview, Defendant Garreff claimed that the CBA was open for interpretation and was just doing what he was told.

228. This contradictory statement was recorded and available in the IA interview recording and demonstrates clear motive, perjury and retaliation by the department and city.

229. On April 21, 2016, Captain Defendant Garreff served Plaintiff another retaliatory target letter.

230. While Defendant Garreff interviewed the entire department, except for McQuillen and Chief D'Intino, Sgt. Saltzman overheard Defendant Garreff asking Mr. Baldini for advice over the phone.

231. Sgt. Saltzman heard Mr. Baldini state, "we got him either way."

232. Plaintiff was also passed over for a promotion to sergeant on May 2, 2016 even though he was the most qualified individual on the list and a veteran which was another act of retaliation.

233. Plaintiff obtained Timothy Quinlan, Esq., for his IA interview on May 3, 2016.

234. On May 10, 2016, Chief and Captain Defendant Garreff served Plaintiff with a counseling notice.

235. Again, Defendant D'Intino Acknowledge the fact that departmental hearing was personal in nature and violated the CBA.

236. On May 11, 2016, the second day of the departmental hearing, Plaintiff was again offered a five and a half (5.5) day suspension.

237. Because of Defendant D'Intino and the Department's continuing retaliation and removal of Plaintiff's promotion, Plaintiff decided to decline the offer with the hope of preventing future retaliation against himself and others.

238. Shortly thereafter, Defendant D'Intino and Mr. Baldini requested to meet with Plaintiff, Sgt. Kingsland, and Ptlm. Piper in the conference room.

239. Defendant D'Intino began by yelling and stating that Plaintiff "dragged the whole department into this and we're supposed to be a team down there."

240. He further yelled at and threatened Kingsland, Piper, and Plaintiff that, "When this is all done I'm going to sit down with each of you and have a talk about this."

241. During Defendant D'Intino's yelling, ranting, and pointing, he made the comment "I don't know if you [Plaintiff] told Kingsland about our conversation where she [Kingsland] should get the fifteen (15) days and not you, we'll see."

242. Defendant D'Intino then stormed out of the room.

243. Moments later Defendant D'Intino reentered and yelled, "That's it five (5) days and this is done now."

244. Plaintiff declined and Defendant D'Intino again stormed out.

245. The City Solicitor then stated that "there was a promotion for you [Plaintiff], you [Plaintiff] didn't want to take the deal so we gave it to Bradshaw."

246. Sometime during May 2016, Ptlm. O'Clisham attended a five (5) day school for Field Sobriety Testing.

247. On all five (5) days, O'Clisham failed to return to the police station after training.

248. He was subsequently given an IA and a Preliminary Notice of Discipline seeking a five (5) day suspension.

249. Although Ptlm. O'Clisham violated Defendant D'Intino's September, 2014, policy well after it was in effect, Plaintiff while the union representative received three (3) times the amount of discipline six (6) months prior to the policy being in effect.

250. Also, Plaintiff allegedly violated a policy post ex-facto once, O'Clisham violated an order 5 times.

251. There is a pronounced discrepancy between the treatment given to Plaintiff and the other officer; the punishment sought for Plaintiff who engaged in protected conduct on numerous occasions and the other officer who is not, demonstrates clear disparate treatment and retaliation against Plaintiff for his status as a union representative.

252. Defendant Garreffi would later indirectly substantiate that Plaintiff was being unfairly targeted when over Labor Day Weekend, 2016, Defendant Garreffi told Sgt. Steven Conte "Jank [Plaintiff] is stepping on his own dick, all he had to do was take the deal and he would have been promoted. Do you really think the Chief wanted to promote Bradshaw?"

253. In fact, during Plaintiff's departmental hearing, numerous witnesses testified to that fact that as long as you went and completed the scheduled 8-hour course, which counted as your assigned shift, it did not matter whether the class lasted 4 hours or less.

254. After all the briefs were submitted, Hearing Officer Kaufmann took over 4 months to render his decision.

255. On January 18, 2017, Plaintiff emailed Defendant D'Intino notifying him that Plaintiff was going to be taking over as the union representative again.

256. Plaintiff attached a Class 2 grievance in the email because Defendant D'Intino had been using Class 2's improperly and in violation of Title 40 of the CBA.

257. Defendant D'Intino declined to acknowledge that Plaintiff was the union representative and declined to accept the grievance until instructed to do so by Mr. Baldini.

258. In a 14-page brief Hearing Officer Kaufmann sided with the Defendant Sea Isle and found against Plaintiff and emailed the decision to Plaintiff on January 25, 2017.

259. Hours later, Plaintiff was served with his final notice of discipline and at the end of his shift was required to hand in his gun, badge, department ID, and key card to serve the suspension.

260. Again, Plaintiff was not afforded the option of using vacation days and was forced to take the suspension without pay, which is not common pattern or practice for the Department.

261. Both the suspension and denying Plaintiff the ability to use vacation time were done by the Defendants in retaliation for Plaintiff's protected conduct.

262. On December 10, 2016, the FOP Lodge sent letters to the Mayor and Council members regarding rank and file officers.

263. There was a unanimous vote of no confidence in the leadership abilities of Chief D'Intino.

264. On December 13, 2016, Defendant D'Intino asked who was number one (1) on the Sergeant's list because of Sgt. Kingsland preparing for light duty for pregnancy.

265. Lt. Mammele stated that Plaintiff was number one (1) on the list, which immediately caused Defendant D'Intino aggravation.

266. Defendant D'Intino replied by asking who number two (2) on the list was, which was Patrolman Frank.

267. Defendant D'Intino then shifted squads around, skipped Plaintiff for promotion, and promoted Patrolman Frank to acting sergeant which was an additional act of retaliation against Plaintiff for his protected conduct.

268. Defendant D'Intino completely disregarded the Sergeant's list and Plaintiff's veteran's preference in retaliation for his protected conduct.

269. Several days after the promotion of Patrolman Frank, Plaintiff received a special memorandum reassigning him to patrol.

270. According to the memo, January 6, 2017, was to be Plaintiff's last day in the detective bureau and he would begin in patrol on January 11, 2017.

271. Although Plaintiff should be considered a senior officer, they assigned him on a squad as a middle patrolman while another squad had a Patl. Lesniewski hired several years after Plaintiff as senior officer.

272. Therefore, not only was Plaintiff wrongfully passed for a promotion yet again, but he was improperly reassigned to further ensure he was not going be entitled to any differential supervisor pay.

273. Plaintiff's unlawful treatment, discrimination, and hostile work environment were the culmination of Defendants hostility and campaign of retaliation against Plaintiff in response to his protected conduct, which was done in clear violation of the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et. seq. ("CEPA").

274. The retaliatory conduct complained of involved the active participation of upper management or the willful indifference of same, was especially egregious, occurred with actual malice and was in knowing and deliberate violation of Plaintiff's rights.

275. As a direct and proximate result of the Defendants' retaliation against Plaintiff, which retaliation was substantially motivated by Plaintiff's protected conduct, Plaintiff's right to be free from retaliation has been violated, as result of which Plaintiff has been damaged.

276. As a direct and proximate result of the above described conduct Plaintiff's rights under CEPA, the New Jersey Constitution, and the New Jersey Civil Rights Act of 2004, N.J.S.A. 10:6-1, et al. have been violated.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly, severally, and in the alternative, for compensatory damages, back pay, front pay, a promotion to sergeant, punitive damages, interest, attorney's fees, costs of suit, and such other relief as is just and equitable.

## COUNT TWO

277. Plaintiff hereby incorporates paragraphs 1-277 as though set forth fully herein.

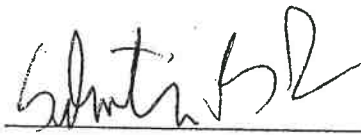
278. Defendant also failed to meet its obligations pursuant to N.J.S.A. 34-19-7 as it failed to properly display or annually distribute the Conscientious Employee's Protection Act and/or whistleblower policy.

WHEREFORE, Plaintiffs demand judgment against Defendants, jointly, severally, and in the alternative, for compensatory damages, back pay, front pay, a promotion to sergeant, punitive damages, interest, attorney's fees, costs of suit, and such other relief as is just and equitable.

IONNO & HIGBEE, LLC

Attorneys for the Plaintiffs

BY:

  
SEBASTIAN B. IONNO

Dated: 4-30-17

**DEMAND FOR JURY TRIAL**

Plaintiffs hereby demand a trial by jury.

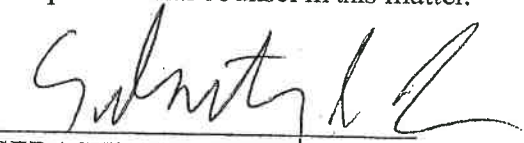
BY:

  
SEBASTIAN B. IONNO

**DESIGNATION OF TRIAL COUNSEL**

Plaintiffs hereby designate Sebastian B. Ionno, Esquire as trial counsel in this matter.

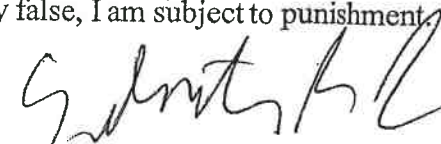
BY:

  
SEBASTIAN B. IONNO

**CERTIFICATION**

The undersigned counsel certifies that there are no other actions or arbitrations pending or contemplated involving the subject matter of this controversy at this time, and there are no additional known parties who should be joined to the present action at this time. I certify the foregoing to be true. I am aware if the above is willfully false, I am subject to punishment.

BY:

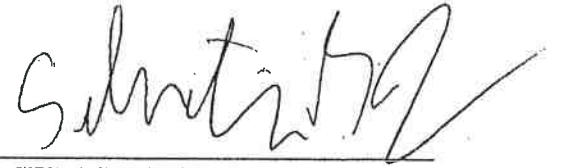
  
SEBASTIAN B. IONNO

DATED: 6-30-17

RULE 1:4-8 DEMAND

Plaintiffs and their counsel hereby demand, pursuant to Rule 1:4-8, that the Defendants or their agents, servants, or employees, or attorneys provide any and all facts and documents upon which they base any contention that this Complaint was instituted or continued in whole or in part for improper reasons, or that the claims are, in whole or in part, frivolous or without basis in law or fact.

BY: \_\_\_\_\_



SEBASTIAN B. IONNO

Appendix XII-B1

|                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                         |                                                                                                                                                                                      |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|                                                                                                                                             | <b>CIVIL CASE INFORMATION STATEMENT</b><br><b>(CIS)</b>                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                         | <b>FOR USE BY CLERK'S OFFICE ONLY</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> |                                                                                                                                                                                                                                                         | 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>Sebastian B. Ionno, Esquire                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                         | TELEPHONE NUMBER<br>(856) 553-6810                                                                                                                                                   |  |
|                                                                                                                                                                                                                              | COUNTY OF VENUE<br>Cape May                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                         |                                                                                                                                                                                      |  |
| FIRM NAME (if applicable)                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                         | DOCKET NUMBER (when available)<br><i>CPM-2-180-17</i>                                                                                                                                |  |
| OFFICE ADDRESS<br>140 South Broadway<br>Suite 5<br>Pitman, NJ 08071                                                                                                                                                          |                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                         | DOCUMENT TYPE<br>COMPLAINT                                                                                                                                                           |  |
| NAME OF PARTY (e.g., John Doe, Plaintiff)<br>Lisa Catuli-<br><i>Stephen Jankowski</i>                                                                                                                                        |                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                         | CAPTION<br>Stephen Jankowski v. Sea Isle City, et al.                                                                                                                                |  |
| CASE TYPE NUMBER<br>(See reverse side for listing)<br>616                                                                                                                                                                    | 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                                                                                                                   |                                                                                                                                                                                      |  |
| 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<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 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<br>ACCELERATED DISPOSITION                                                                                   |                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                         |                                                                                                                                                                                      |  |
|                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                         |                                                                                                                                                                                      |  |
| <input checked="" type="checkbox"/> 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: <i>Sebastian B. Ionno</i> <span style="float: right;"><i>4-30-17</i></span>                                                                                                                              |                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                         |                                                                                                                                                                                      |  |



# 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)

- |                                            |                                                           |
|--------------------------------------------|-----------------------------------------------------------|
| 271 ACCUTANE/ISOTRETINOIN                  | 292 PELVIC MESH/BARD                                      |
| 274 RISPERDAL/SEROQUEL/ZYPREXA             | 293 DEPUY ASR HIP IMPLANT LITIGATION                      |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL     | 295 ALLODERM REGENERATIVE TISSUE MATRIX                   |
| 282 FOSAMAX                                | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS           | 297 MIRENA CONTRACEPTIVE DEVICE                           |
| 286 LEVAQUIN                               | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR              |
| 287 YAZ/YASMIN/OCELLA                      | 300 TALC-BASED BODY POWDERS                               |
| 289 REGLAN                                 | 601 ASBESTOS                                              |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 623 PROPECIA                                              |
| 291 PELVIC MESH/GYNECARE                   |                                                           |

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

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[sebastian@ionnolaw.com](mailto:sebastian@ionnolaw.com)  
ATTORNEYS FOR THE PLAINTIFF

|                                                                                                                                                                                                                                                                              |                                                                                                                                                          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|
| STEPHEN JANKOWSKI,<br><br>Plaintiff,<br><br>v.<br><br>CITY OF SEA ISLE, CHIEF THOMAS<br>D'INTINO, CAPTAIN ANTHONY<br>GARREFFI AND JOHN DOES 1<br>THROUGH 50, INCLUSIVE, FICTITIOUS<br>NAMED DEFENDANTS, JOINTLY,<br>SEVERALLY, AND IN THE<br>ALTERNATIVE,<br><br>Defendants. | SUPERIOR COURT OF NEW JERSEY<br>LAW DIVISION – CAPE MAY COUNTY<br><br>Docket No.: CPM-L-180-17<br><br>Civil Action<br><br><b>INITIAL INTERROGATORIES</b> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------|

TO: A REPRESENTATIVE OF THE CITY OF SEA ISLE

Demand is hereby made of the defendant, State of New Jersey, for answers to the following interrogatories separately and under oath, within the time and in the manner prescribed by the Rules of Civil Procedure.

IONNO & HIGBEE, LLC  
Attorneys for Plaintiff

BY: Sebastian B. Ionno  
SEBASTIAN B. IONNO

Dated:

1. If you have denied any of the allegations of the Complaint or any amendments to it in whole or in part, or if you have asserted any affirmative defenses, or if you have asserted any affirmative claims in your pleadings, set forth and describe in detail each and every fact known to you from any source which relates, regards, refers to, or reflects the factual basis for the denials, affirmative defenses, or each allegation of the affirmative claim, identify all persons with knowledge of those facts and the knowledge held by each, and identify and attach hereto copies of all documents relating, regarding, referring to, or reflecting those facts.

2. For each liability or damage expert consulted by you or upon whose testimony you intend to rely at the time of trial in this matter, identify the expert, set forth and describe in detail the entirety of their expert qualifications, identify and attach copies of their most recent resume or curriculum vitae, including any different versions used in the last 10 years, state the subject matter on which the expert is expected to testify, state the substance of the facts and opinions to which the expert is expected to testify and a summary of all factual or other grounds for each and every opinion, including all standards upon which the opinion is based or to which the expert has referred, and identify and attach hereto true and accurate copies of all reports rendered by that expert witness in connection with this matter.

3. As to each and every affirmative claim for damages or relief by or against you or any other party in this matter, set forth and describe in detail all facts known to you from any source relating, regarding, referring to, or reflecting the type and amount of all damages claimed, that any party is responsible for or caused the damages and the basis upon which responsibility or causation is alleged, identify all persons with knowledge of those facts and the knowledge held by each, and identify and attach hereto copies of all documents relating, regarding, referring to, or reflecting those facts.

4. If you have produced any writing, as defined by the Rules of Evidence or Procedure that apply to this case, to any party in this litigation, including the party propounding these Interrogatories, identify the writing and the specifics request to which it is responsive, and attach all such writings and requests.

5. If you contend that any statements, admissions, and/or declarations against interest have been made relating to any issues involved in this litigation by any party or by any representative, officer, agent, employee, or attorney of any party, set forth and describe in detail the substance of the communication, with the exact words to the extent known, identify the person making the communication, set forth the date, time, and place of the communication, identify all persons with knowledge of the communication and the knowledge held by each, and identify all documents relating, regarding, referring to or reflecting any such communication.

6. If you are aware of any writings, as defined by the Rules of Evidence and Procedure which apply to this case, which relate, regard, refer to, or reflect any fact in issue in this matter, identify the writing, state whether the writing has been altered or changed in any way since the time of its original creation, and attach a copy of all such writings hereto.

7. If you contend that there are any statutes, regulations, standards, standards of care, guidelines, recommendations, or other factual information which relates to the standard of care or conduct of any party involved in this matter, set forth and describe in detail the facts upon which you base your contention, identify all persons with knowledge of those facts and set forth the knowledge held by each, and identify and attach hereto copies of all writings relating, regarding, referring to, or reflecting the basis for your contention.

8. If you or persons on your behalf have taken, received, or are aware of any statements, formal or informal, by any person or entity related to any of the issues of this case, set forth and describe in detail all such information known to you, including without limitation the date, time, and place of the statement, the person from whom the statement was taken, the person taking the statement, the substance of the statement, and identify and attach hereto a copy of all such statements.

9. If the person answering these Interrogatories is answering on behalf of an entity (i.e., corporation, partnership, joint venture, association, etc.), identify the answering person, identify the entity on whose behalf the answers are being provided, and set forth and describe in detail all action taken by the person answering to acquire all of the information available to the entity in accordance with the Rules of Procedure which apply to this matter.

10. If you are aware of the existence of any insurance which may apply to any claims by any party to this litigation, identify the party involved, identify the carriers, set forth and describe in detail the type of coverage, the dates of coverage, the amount of primary, secondary, umbrella, or excess coverage, and identify and attach hereto copies of all writings relating, regarding, referring to, or reflecting the terms, conditions, and limits of such insurance coverage.

11. If you have information of any person or entity that may fit the description of any John Doe parties described in any pleading in this matter, or are aware of any person or entity which any party contends should be added or joined to this case, or which may have responsibility for any of the affirmative claims made by any party, set forth and describe in detail all such information, identify all persons with such information and the knowledge held by each, and identify and attach hereto copies of all documents relating, regarding, referring to, or reflecting such information.

12. Identify each and every writing known to you which relates, regards, refers to, or reflects any information relating to the affirmative liability or damage claims or defenses of all parties to this case, identify, set forth, and describe in detail all information known to you pertaining to how the damages were allegedly suffered, the nature of the damages suffered, the identity of all persons with knowledge of the facts relating to the damages and a description of the knowledge held by each, and identify and attach hereto copies of all documents relating, regarding, referring to, or reflecting such information. [Please note that this interrogatory is specifically designed to require the production of any medical, hospital, or other report, record, or writing, including without limitation radiology, CAT scan, MRI, neurodiagnostic, X-ray, or other medical, health care, or diagnostic information pertaining to any party making an affirmative claim, and is further intended to inquire as to information, pertaining to other alleged causes of

any damages claimed or suggesting that the damages claimed pre-existed the events upon which this claim is based.].

13. If you contend that any act or omission of any person or entity was a substantial contributing cause to the incident, event, injury, or damages claimed, set forth and describe in detail all facts upon which you base your contention, identify all persons with knowledge of those facts, set forth and describe in detail the knowledge of each, and identify and attach hereto copies of all documents relating, regarding, referring to, or reflecting those facts.

14. As to each and every incident referred to in the pleadings in this matter, set forth and describe in detail all facts known to you relating to each such incident, identify all persons with knowledge of those facts and the knowledge held by each, and identify and attach hereto copies of all documents relating, regarding, referring to, or reflecting those facts.

15. If this case involves the use of any mechanical device, equipment, machine, or vehicle, identify the item involved, identify its designer, manufacturer, distributors, retailers, owners, and persons in control as of the date of the incident, and set forth and describe in detail all facts known to you pertaining to the person or entity utilizing the item, manner of operation or use at the time in question, the consequences of the operation or use, and identify and attach hereto copies of all writings relating, regarding, referring to, or reflecting the information requested.

16. If you contend that the statements or testimony of any party, witness, or expert involved in this matter, whether orally or in writing, is untrue in whole or in part, identify the person making the statement and the statement involved, set forth and describe in detail all facts upon which you base your contention, identify all persons with knowledge of those facts and the knowledge held by each, and identify and attach hereto copies of all documents relating, regarding, referring to, or reflecting those facts.

17. If you have withheld any document or information requested by any party in interrogatories or request for production of documents, provide a description of the writings or information withheld, state the privilege claimed, set forth and describe in detail the factual basis for the claim of privilege, identify all persons with knowledge of those facts and the knowledge held by each, and identify and attach hereto copies of all documents relating, regarding, referring to, or reflecting those facts. [The purpose of this interrogatory is to request a "privilege log" sufficient to permit the propounding party to evaluate any claim of privilege and to seek judicial review of the claim.]

### INDIVIDUAL PARTY CERTIFICATION

I am a party to this litigation in my individual capacity, or I have been authorized by the party whose name I have printed below. I have read the interrogatories, have reviewed them with my legal counsel and/or his staff, and have reviewed and read the answers to those interrogatories. I hereby certify that the answers to the interrogatories and the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

---

(Signature)

### SIGNATURE OF ANSWERING PARTY

I hereby certify that the copies of the reports annexed hereto rendered by either treating physicians or proposed expert witnesses are exact copies of all of the entire report or reports rendered by them; that the existence of other reports of said doctors or experts, either written or oral, are unknown to me or my agents, and if such other reports become known or available to me at a later date, I shall promptly serve them upon the party propounding these interrogatories.

I further certify that all documents annexed hereto or supplied in response to any request for production of documents by the propounding party are true and accurate copies of the writings requested, that I have made a diligent search for all writings responsive to the interrogatories or requests and have produced all documents found to which there has not been a claim of privilege, and further certify that in the event the documents requested to be identified or produced become available or become known to me, to the answering defendants, or our agents, servants, attorneys, or employees, I shall serve them promptly on the propounding party.

If this certification is signed by an individual acting in a representative capacity, I certify that I have made a reasonable and diligent search of all writings and inquiry of all persons reasonably available to the entity on whose behalf I am providing these answers, and that the answers provided contain all knowledge of the entity.

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(Signature)

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(Please type name and Title)

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(Please type name of defendant  
entity on whose behalf answers  
are being provided in a  
representative capacity)

DATED: \_\_\_\_\_

IONNO & HIGBEE, ATTORNEYS AT LAW, LLC.  
SEBASTIAN B. IONNO, ESQUIRE  
ATTORNEY ID 025992002  
140 S BROADWAY, SUITE 5  
PITMAN, NJ 08071  
TELEPHONE: (856) 553-6810  
[sebastian@ionnolaw.com](mailto:sebastian@ionnolaw.com)  
ATTORNEYS FOR THE PLAINTIFF

|                                                                                                                                                                                                                                                                              |                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| STEPHEN JANKOWSKI,<br><br>Plaintiff,<br><br>v.<br><br>CITY OF SEA ISLE, CHIEF THOMAS<br>D'INTINO, CAPTAIN ANTHONY<br>GARREFFI AND JOHN DOES 1<br>THROUGH 50, INCLUSIVE, FICTITIOUS<br>NAMED DEFENDANTS, JOINTLY,<br>SEVERALLY, AND IN THE<br>ALTERNATIVE,<br><br>Defendants. | SUPERIOR COURT OF NEW JERSEY<br>LAW DIVISION – CAPE MAY COUNTY<br><br>Docket No.: CPM-L-180-17<br><br>Civil Action<br><br><b>INITIAL REQUEST FOR PRODUCTION<br/>OF DOCUMENTS</b> |
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TO: CITY OF SEA ISLE

PLEASE TAKE NOTICE that pursuant to the Rules of Civil Procedure and Evidence which apply to this action, counsel for the propounding party demands production of the writings set forth on the attached Schedule "A". Kindly note that the term "writings," as used in this request, shall be construed consistently with the definition of writings in the Rules of Evidence which apply to this matter. The writings requested are the original or, if the originals are not available, true copies, of each writing which relates, regards, refers to, or reflects the information within the scope of each numbered request on the attached Schedule "A". The writings to be produced shall include all writings within your possession, custody,

or control, or reasonably available to, you, your servants, agents, employees, attorneys, and representatives. Should you fail to produce any writing based upon any claim of privilege, provide a general description of the writing involved, state the privilege asserted, state all facts upon which you base the assertion of the privilege, and retain a copy of that document in order that plaintiff may apply to the Court to strike the claim of privilege and compel its production.

**PLEASE TAKE NOTE THAT THIS REQUEST FOR PRODUCTION OF DOCUMENTS IS CONTINUING IN NATURE AND THAT YOU ARE REQUIRED TO SUPPLEMENT YOUR RESPONSES IMMEDIATELY UPON RECEIPT OF WRITINGS UP TO AND THROUGH THE CONCLUSION OF TRIAL.**

IONNO & HIGBEE, LLC  
Attorneys for Plaintiff

BY: Sebastian B. Ionno  
SEBASTIAN B. IONNO

Dated: 5-5-2017

### SCHEDULE "A"

1. All writings you were requested to identify or to attach to any interrogatories propounded by this party or by any other parties to this litigation.
2. All writings obtained by you through investigation, authorization signed by any party, through the subpoena power, or otherwise, which relate to any issue in this case.
3. All writings pertaining to the credentials, qualifications, knowledge, skill, experience, training, and/or education of any expert identified by any party to this action, including without limitation the propounding party.
4. All writings pertaining to all facts or data underlying any opinions of your experts.
5. All writings you were requested to produce on the record of any deposition or other proceeding in this matter.
6. All writings pertaining to any request made or to be made to the Court asking that judicial notice be taken of any facts, law, or regulations in this matter.
7. The entire contents of all your files relating to this matter, including without limitation any underlying, related, consolidated, or affiliated cases, and including without limitation the actual file container.
8. All writings reflecting facts in issue in this case, including without limitation all writings reflecting any statements made by any party to this litigation, any witness, or any expert, pertaining to the occurrences, incidents, or claims referred to in any pleading in this matter, any writings pertaining to any damages claimed in this matter and their cause, origin, nature, severity, extent, and duration, and any tangible item to be utilized in any deposition, hearing, or trial of this matter.
9. All writings pertaining to or reflecting the criminal, educational, occupational, medical, psychiatric, and/or litigation background or history of any party, witness, or expert involved in this matter.
10. Each and every such writing pertaining to any claim that any statements or testimony, whether in oral or written form, by any party, witness, or expert, which you contend was untrue in whole or in part.
11. All writings, including transcripts, reflecting or recording the statements and sworn testimony of each party, witness, or expert involved in this matter in any other matter, which relates to any fact or issue in dispute in this matter.

12. All writings by or on behalf of any governmental entity pertaining to this matter, including without limitation police reports, weather reports, investigation reports, criminal records, records of ownership or construction, records of licensure, records of violation, and records of criminal, civil, or administrative proceedings or conviction.

13. All writings reflecting information pertaining to insurance coverage available to any party for any claim made in this litigation, including without limitation the policy itself, the declaration sheet, any amendments or endorsements to the policy, any riders, any reservation of rights letters, any disclaimers, and/or any reports of claims by or on behalf of the insured to the carrier or broker involved. **Please note that this is expressly intended to include primary, secondary, excess, and/or umbrella coverage.**

14. All writings reflecting the title, author, publisher, and date and place of publication of any writing claimed by you or your experts to be authoritative on any issue involved in this matter, or which consists of any earned treatise, periodical, or pamphlet on any subject of history, medicine, science, or art which relates to any issue in this case which are known to you, your experts, or your attorneys, or to which you or your expert may refer to in the course of any hearings or proceedings, including trial, in this matter.

15. All writings pertaining to the credibility of any witness, party, or expert.

16. All writings used to refresh the memory of any witness, party, or expert as to any fact in issue in this matter.

17. All writings produced or provided by any party, witness, expert, or other person or entity to you or your attorneys relating to any fact or issue in dispute.

18. All writings pertaining to the relationship between you and/or your attorneys and any expert upon whose testimony you intend to rely at the time of trial, including without limitation all writings reflecting the number of prior cases in which the expert has been consulted by you or on your behalf or by your attorneys, the total amounts paid, billed or to be billed in each such case by the expert involved, true and accurate copies of each report rendered in those other matters by the expert, and all documents reflecting the date, time, and place of any testimony, whether oral, in deposition, in court, or in writing by the expert in this case, including any transcripts of such testimony.

19. All writings relating to discipline imposed or sought to be imposed upon any party, witness, or expert involved in this matter by any regulatory, administrative, judicial, or other body.

20. All writings upon which you base any claim for counsel fees, litigation costs, or court costs including agreements, bills, timeslips, and evidence of payment.

21. All writings upon which you base any claim for punitive damages, or which pertain to any defense raised by you to claims for punitive damages by this party.

22. All writings relating to any affirmative claims for damages by any party to this litigation.

23. True, accurate, and certified transcripts of the post-high school education of any expert upon whose testimony you intend to rely at the time of trial.

24. All writings pertaining to any honors or accolades awarded to or claimed by any expert involved in this matter.

25. Answers to interrogatories by you to any party other than the party propounding this request, together with all documents produced in response to any request for production by any other party.

26. If this case involves a claim of personal injury or property damage, fully responsive answers to the standard interrogatories set forth in Appendix II, in the New Jersey Court Rules, including Form A and/or B as appropriate.

27. All writings sent to or received from any expert upon whose testimony you intend to rely at the time of trial, including without limitation the expert's Curriculum Vitae or resume covering the last 10-year period, the expert's entire file pertaining to this matter and all of its contents, all reports and draft reports, all correspondence, billings, contracts, invoices, evidence of payment, billing information, original billing slips, materials provided by you or your attorneys to the expert, any notes made by or provided to the expert, and/or any photographs or other recorded information reflecting any facts upon which the expert has based AN opinion, and further including without limitation any rulings of any judicial body reflecting any findings pertaining to the expert's qualifications or area of expertise.

IONNO & HIGBEE, ATTORNEYS AT LAW, LLC.  
SEBASTIAN B. IONNO, ESQUIRE  
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ATTORNEYS FOR THE PLAINTIFF

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| STEPHEN JANKOWSKI,<br><br>Plaintiff,<br><br>v.<br><br>CITY OF SEA ISLE, CHIEF THOMAS<br>D'INTINO, CAPTAIN ANTHONY<br>GARREFFI AND JOHN DOES 1<br>THROUGH 50, INCLUSIVE, FICTITIOUS<br>NAMED DEFENDANTS, JOINTLY,<br>SEVERALLY, AND IN THE<br>ALTERNATIVE,<br><br>Defendants. | SUPERIOR COURT OF NEW JERSEY<br>LAW DIVISION – CAPE MAY COUNTY<br><br>Docket No.: CPM-L-180-17<br><br>Civil Action<br><br><b>NOTICE TO TAKE ORAL DEPOSITION</b> |
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**TO:** A REPRESENTATIVE OF THE CITY OF SEA ISLE

PLEASE TAKE NOTICE that pursuant to the Rules of Civil Procedure and Evidence which apply to this matter, you are requested to produce the persons and writings specified below at the date, time, and place stated. Please note that this Notice of Deposition shall be deemed continuing in nature, and shall apply to any date to which the deposition is rescheduled or adjourned. Please further note that you are requested, to produce at the time of the deposition the original of all documents you have been requested to produce either in

Initial Interrogatories served upon you, Initial Request for Production of Documents served upon you, or any subsequent Request for Production.

It is requested that you produce the following individuals and writings on **Wednesday, August 2, 2017, beginning at 10:00 a.m** at Ionno & Higbee, 140 South Broadway, Suite 5, Pitman, NJ 08071.

1. Captain Anthony Garreffo
2. All writings relating to the areas in Schedule "A".

IONNO & HIGBEE  
Attorneys for Plaintiff

BY: Sebastian B. Ionno

SEBASTIAN B. IONNO

DATED 5-5-2017

SCHEDULE "A"

1. The factual basis for any denials, in whole or in part, of any of the allegations of plaintiff's Complaint.
2. The factual basis for any affirmative defenses asserted by you.
3. The factual basis for any affirmative claims asserted by you.
4. All facts and circumstances surrounding the events, incidents, claims, or transactions described in the pleadings.
5. All persons with knowledge of the damage and liability claims in this case, the knowledge held by each, and each such person's last known business and residence address and telephone number.
6. Your answers to the Initial and other Interrogatories propounded by this party.
7. All writings produced or withheld by you in response to the Initial or other Request for Production of Documents propounded by any party.
8. The factual basis for any claim of privilege asserted in response to any Interrogatories or any Request for Production of Documents.
9. All action taken by the designated representative to obtain all the knowledge available to the entity on whose behalf the designated representative is testifying, including a search for all writings and information responsive to Interrogatories or Requests for Production of Documents, and the results of any investigation by or on behalf of the entity of the facts and issues in dispute in this case.
10. All information regarding the manner in which any injuries or damages claimed by any party to this case occurred, together with the nature and extent of the injuries or damages actually suffered.
11. All information as to what, if anything, that has been done by the entity as of the date of the deposition to ensure that the responses to all Interrogatories and all Requests for Production of Documents propounded by this party have been reviewed, are current, and up to date.
12. The creation and maintenance of all documents requested to be identified and produced or attached in Interrogatories or Requests for Production of Documents by any

party.

13. All insurance coverage potentially available to the parties to this litigation, as well as the limits, terms, provisions, and dates of coverage.

14. In the event there is a claim for punitive damages asserted against any party, all facts relating to that claim, all persons with knowledge of those facts and the knowledge held by each, and all documents relating, regarding, referring to, or reflecting those facts, together with all information relating to the ability of the party against whom punitive damages are sought to pay a punitive damage award, including without limitation their financial status, including changes in it, during the period beginning five years prior to the filing of the Complaint in this matter and continuing to the date of trial. Financial status includes the total fair market value of assets, tangible and intangible, the amount of liabilities, liquidated or contingent, the difference between those two, or net worth, and gross and net income.

15. All communications by you or persons on your behalf with any expert or witness or party identified in this matter.

16. Any action taken as a result of the incident or occurrence upon which this suit is based following notice of the occurrence of that incident in response to such notice.

17. All efforts made by any party making affirmative damage claims to mitigate those damages.

18. Any statements or testimony by any party, witness, or expert on any issue involved in this case which is untrue in whole or in part, together with the factual basis for such contention, all persons with knowledge of those facts and the knowledge held by each, and all documents relating, regarding, referring to, or reflecting such facts.