

[Print Form](#)[Clear Form](#)**SUMMONS**

Attorney(s) Alicia T. Ochs, Esq.
Office Address 18 Ames Road
Town, State, Zip Code Morristown, NJ 07960
Telephone Number (908) 420-7838
Attorney(s) for Plaintiff Brandon Ochs
BRANDON OCHS

**Superior Court of
New Jersey**

Morris COUNTY
LAW DIVISION

Docket No: 2390-16Plaintiff(s)

Vs.
TOWN OF MORRISTOWN, JOHN DOES 1-10

Defendant(s)**CIVIL ACTION
SUMMONS**

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

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

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.

Michelle Smith
Clerk of the Superior Court

DATED: 11/10/2016Name of Defendant to Be Served: TOWN OF MORRISTOWNAddress of Defendant to Be Served: 200 South Street, Morristown, NJ 07963

ALICIA T. OCHS, ESQ.
ATTORNEY ID 036392012
18 AMES ROAD
MORRISTOWN, NJ 07960
(908) 420- 7838
Attorney for Plaintiff

RECEIVED & FILED
SUPERIOR COURT

2016 OCT 31 A 9 17

MORRIS COUNTY
CIVIL DIVISION

BRANDON OCHS,

Plaintiff,

v.

TOWN OF MORRISTOWN, a municipal
corporation of the State of New Jersey, and JOHN
DOES 1-10, (said names being fictitious),

Defendants/Counterclaimants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: MORRIS COUNTY
DOCKET NO.: *L-2390-16*

Civil Action

COMPLAINT AND JURY DEMAND

Plaintiff, Brandon P. Ochs ("Plaintiff" or "Ochs"), residing at 18 Ames Road, Township of Morristown, County of Morris and State of New Jersey, complaining of Defendants, alleges as follows:

1. Plaintiff Ochs is an adult individual and the current owner of record of the property located at 18 Ames Road, Morristown, NJ 07960; also designated on the Morris County Tax Map as Block No. 2801, Lot No. 10 ("the property").

2. Defendant Town of Morristown ("the Town") is a Municipal Corporation or other form of municipal entity, and is the governing body of the town known as Morristown, New Jersey located in the Town of Morristown, County of Morris, State of New Jersey, and at all relevant times maintained a principle office for municipal business at 200 South Street, Morristown, New Jersey 07963.

3. Defendants John Does 1-10 are presently unidentified individuals that were employees, agents, or contractors of the Town who were involved in the negligent and/or wrongful conduct committed against Plaintiff at all times relevant in this complaint. Plaintiff

reserves the right to amend this Complaint to include these individuals should their identity be revealed in further discovery.

4. Plaintiff purchased the property on September 1, 2012 from previous owners Gwendolyn Stoveken and Elvin Feliciano, as memorialized in the Deed recorded by the Morris County Clerk on September 17, 2012 in Book 22138, Page 1273.

5. In connection with the purchase of the property, Plaintiff caused a home inspection to be conducted at the property on July 26, 2012. The inspection was conducted by a licensed home inspector.

6. In relevant part, the home inspection report states: "...inspection of the foundation was limited to looking for indications of significant settlement in the structure. Such indications were not visibly apparent at the time of the inspection."

7. At all times relevant in this Complaint, Plaintiff has resided and continues to reside at the property with his wife (the undersigned) and minor child as their primary residence.

8. The structure on the property is described as a one and a half story single family home built in 1984 ("the home").

9. The property is held by Plaintiff in fee simple, subject to certain easements and encumbrances, specifically including an easement held by the Town for the construction, repair or maintenance of pipes or drainage facilities on the property ("the easement").

10. The easement is memorialized in the Deed entered into on April 11, 2003 between Grantors, Michael Fitzpatrick and Margaret Fitzpatrick, and Gwendolyn Stoveken, previous owners of the property, and Grantee, Town of Morristown. This Deed of Easement was recorded by the Morris County Clerk on June 10, 2003, and is memorialized in Morris County records as Instrument no. 094144; Book 5856, Page 258.

11. The Deed of Easement designates that the easement consists of the strip of land twenty feet wide along and parallel to the entire front property line of the property, and twenty feet wide along and parallel to the entire right property line (southwesterly side of the property).

12. The Deed of Easement reads, in relevant part: "The Grantee has vacated the sewer easement depicted on 'Map of Schuyler Homes' shown on Map No. 1820, filed July 12, 1957 by Ordinance no. O-13-03, adopted on April 22, 2003 and about to be recorded in the Morris County Clerk's Office."

13. The vacated sewer easement described herein refers to a sewer drain which either once ran or currently remains diagonally under the footprint of the home.

14. The Deed of Easement also reads, in relevant part: "It is understood that the Grantee shall have the responsibility to maintain and repair the drainage facility, and shall bear all costs incurred as a result of such maintenance and repair."

15. The Deed of Easement also reads, in relevant part: "Indemnity. The Grantee hereby indemnifies and holds the Grantor harmless from any liability for injury or damage to Grantor's property when such injury or damage results or arises out [of,] or is attributable to the construction, maintenance, or repairs undertaken pursuant to this Easement."

16. The Deed of Easement further reads, in relevant part: "Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to []and shall have the same effect as if the words 'heirs, executors, administrators, personal or legal representatives, successors and assigns' had been inserted after each and every designation."

17. Upon information and belief, the easement has not been inspected, maintained, or repaired by the Town since at least 2003.

18. In or about August 2014, Plaintiff discovered evidence of a sinkhole in the driveway of the property. Specifically, a crater approximately two feet in diameter appeared in the center of the driveway.

19. Also around this time, Plaintiff noticed that during rain storms, water would seem to seep up from the ground above the easement and pool above the catch basin located next to the bottom of the home's driveway.

20. Plaintiff also noticed significant soil washout underneath two trees approximately twenty feet away from the driveway sinkhole, and another sinkhole in the area between the home and the driveway; approximately thirteen feet away from the home's foundation.

21. The soil washout occurred above and surrounding the drainage easement held by the Town.

22. On or about Friday August 8, 2014, Plaintiff notified the Town of the sinkhole and soil wash out.

23. Specifically, Plaintiff spoke to Mr. Mark Gandy, an Engineering Technician employed by the Town.

24. Mr. Gandy inspected the damage and informed Plaintiff that the sinkhole was caused by a cavity which developed underneath and parallel to the driveway, along the Town's drainage easement running along the right property line. Mr. Gandy approximated the cavity to be three or more feet deep.

25. Mr. Gandy explained that due to the hazardous condition created by the significant soil wash out which had occurred, the trees described herein needed to be removed immediately, and Plaintiff was instructed not to use the driveway or walk on or near the driveway until further notice.

26. Approximately two weeks later, the Town commenced repair work at the property.

27. Initially, Town officials could not locate the Town's own drainage pipe/ easement, as no access manhole had been installed by the Town as per relevant regulations and ordinances.

28. As there was no way for the Town to access the drainage pipe prior to the repair, it is apparent that the Town did not perform routine maintenance or inspection of the easement drainage pipe as necessary.

29. Once the easement drainage pipe was located and uncovered, Plaintiff was informed by Town officials performing the repair work that the drainage pipe, for which the Town held the easement described herein, was broken in several places and as such, was seeping water and storm runoff into the surrounding soil.

30. Plaintiff was informed that the drainage pipe carried water runoff from the surrounding neighborhood; specifically from Ames Road, Ames Place, and the apartment complex adjacent to Ames place, into a catch basin located at the bottom of the driveway.

31. As such, the drainage pipe carried a significant amount of water runoff from the surrounding neighborhood.

32. Plaintiff was advised by Town officials that the drainage pipe was broken in several places, and at least one Town official stated that the type of concrete pipe used was vulnerable to breaking.

33. The Town's engineering officials on site told Plaintiff that they could not determine how long the drainage pipe had been broken and seeping runoff into the adjacent soil.

34. In order to complete the necessary repair work and remediate the hazardous conditions created at the property by the broken drainage easement, the Town demolished and replaced Plaintiff's driveway, a portion of sidewalk, and dug up and replaced the broken drainage pipe.

35. Plaintiff was informed by a Town official that the new drainage pipe was the "right kind of pipe" and would not be as susceptible to breaking again.

36. However, on November 2, 2014, Plaintiff's wife (the undersigned attorney) discovered a significant crack in the foundation wall of the home in addition to observing that the garage and basement floor slab had buckled, creating a two inch by one and a half inch crack across the entire concrete slab.

37. The cracked foundation and broken concrete slab were not present prior to their discovery in November 2014, as evidenced by the home inspector's 2012 report and Plaintiff's regular use and inspection of the affected areas of the home.

38. The cracked foundation wall and broken concrete slab laid adjacent to the sinkhole caused by the broken drainage easement.

39. Specifically, the cracked foundation wall was approximately thirteen feet from one of the sinkholes caused by the broken drainage easement.

40. Plaintiff and the undersigned also observed at least sixteen significant diagonal cracks in the sheetrock above the doors and windows of the home, ranging up to a half inch in width, consistent with foundation settlement.

41. Plaintiff also observed cracked and broken grout in the home's bathrooms, which appeared to show that the floor had dropped by approximately a half inch.

42. The cracks in the home's walls were only present in the side of the home adjacent to the drainage easement, and did not exist prior as per the home inspector's 2012 report and Plaintiff's everyday use and inspection of the premises.

43. Plaintiff also observed that every door in the home had begun to "stick," and could not be closed properly as they had in the past.

44. Due to his reasonable concerns about the structural integrity of the home, Plaintiff and his family immediately vacated the premises, and remained displaced from their home until approximately January 2015.

45. Plaintiff was advised by Town Engineer Jeffrey Hartke that the Town of Morristown Engineering Department would not inspect the damage, and advised that Plaintiff consult an outside Structural Engineer.

46. Plaintiff retained licensed Structural Engineer Andrew Marino PE, who investigated the property on November 4, 2014.

47. Mr. Marino determined that at least three points in the home's foundation had been displaced by up to four inches, that the foundation and interior walls had sustained major structural cracking, and that the basement and garage floor slabs had buckled.

48. Mr. Marino determined that the structural damage was due to soil erosion and/or wash out under the foundation, the extent of which could not be determined without further investigation.

49. The soil erosion and/or wash out beneath the foundation and slab caused the structure to become unstable and potentially uninhabitable, which could not be definitively determined without further investigation.

50. The most significant structural settlement and damage occurred on the side of the home adjacent to the broken drainage easement.

51. Plaintiff began searching for licensed contractors to complete the necessary repair work to the premises as soon as possible, in order to best mitigate his damages.

52. Plaintiff consulted with several contractors, and was quoted repair costs between \$50,000.00 to \$200,000.00.

53. Plaintiff was advised that in order to remediate the damage to the home caused by the soil washout, the home would need to be lifted back to level using a helical or push pier system. To accomplish this, a portion of the driveway and patio and other landscaping would need to be demolished and replaced, the air conditioning condenser and basement carpeting would need to be removed and replaced, and the basement and garage concrete slab would need to be demolished and replaced.

54. Additionally, once the home was raised back to level, the cracked sheetrock and tile throughout the home would need to be replaced and repainted, and the home's various beams and joists would need to be inspected in order to insure that they were not structurally compromised by the damage sustained by the foundation.

55. Plaintiff retained New Jersey licensed contractors Quality 1st Basement Systems, Inc. to perform the structural repairs to the home, which were completed in December 2014.

56. The cost to complete the necessary repairs to the home caused by the broken drainage easement were substantial, and forced Plaintiff to take out loans in order to pay for the repairs.

57. Presently, Plaintiff has spent at least \$140,000.00 on necessary repairs to the home and property to remediate the damage caused by the broken drainage easement, and costs continue to accrue.

58. Additionally, the structural damage sustained by the home has significantly reduced the home's appraised resale value.

59. Plaintiff, through his counsel, demanded compensation for the damages he sustained as a result of the Town's failure to inspect, maintain, and repair the drainage easement. However, Plaintiff was advised by the Town's municipal insurer that it was not willing to pay for any of the

damages sustained by Plaintiff despite the indemnification clause contained in the Deed of Easement.

COUNT I

(Breach of Express Contract)

60. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs of the Complaint as though set forth at length herein.

61. As successor in interest to Gwendolyn Stoveken, the previous owner of the home from whom Plaintiff purchased the property, Plaintiff stands as Grantor under the April 11, 2003 Deed of Easement.

62. Plaintiff and Defendant Town of Morristown are parties to the April 11, 2003 Deed of Easement as Grantor and Grantee, respectively.

63. The April 11, 2003 Deed of Easement constitutes a lawful and binding contract, and as such, Plaintiff and Defendant Town of Morristown are bound by the terms of that contract.

64. The Deed of Easement explicitly states that Defendant Town of Morristown has the responsibility to maintain and repair the drainage facility, and must bear all costs incurred as a result of such maintenance or repair.

65. The Deed of Easement also explicitly states that Defendant Town of Morristown must indemnify Plaintiff for any liability for injury or damage to the property in question which arises out of or is attributable to the construction, maintenance, or repair of the drainage easement.

66. Defendants breached their contract with Plaintiff, the 2003 Deed of Easement, by, *inter alia*, failing to maintain, inspect, and/or repair the drainage easement in a prudent manner, which caused significant soil erosion resulting in severe damage to Plaintiff's property.

67. Despite Plaintiff's demands for reimbursement for the damages sustained, Defendants have failed to act in accordance with the terms of the Easement.

68. As a result of Defendants' breach, Plaintiff has incurred and continues to incur damages that were reasonably foreseeable by Defendants.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendants, Town of Morristown and John Does 1-10 and provide the following relief:

- (a) Judgment in Plaintiff's favor for compensatory damages, including the costs of repairs to the home and property, loss of value of the property, costs for displacement from the property, as well as incidental damages, and consequential damages;
- (b) Taxed costs, interest and reasonable attorneys' fees;
- (c) Pre judgment interest; and
- (d) Such other relief as the Court deems just and equitable.

COUNT II

(Breach of Implied Covenant of Good Faith and Fair Dealing)

69. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs of the Complaint as though set forth at length herein.

70. The Contract between Plaintiff and Defendant Town of Morristown contains an implied covenant of good faith and fair dealing.

71. Defendant breached the implied covenant of good faith and fair dealing contained in the Agreement by, *inter alia*, willfully and maliciously failing to inspect, maintain, and repair the drainage easement, thus causing significant and permanent damage to the property, and refusing to compensate and indemnify Plaintiff for such damage despite Plaintiff's repeated requests.

72. As a result of Defendants' breach of the implied covenant of good faith and fair dealing, Plaintiff has suffered, and continues to suffer, damages.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendants, Town of Morristown and John Does 1-10 and provide the following relief:

- a) Judgment in Plaintiff's favor for compensatory damages, including the costs of repairs to the home and property, loss of value of the property, costs for displacement from the property, as well as incidental damages, and consequential damages;
- b) Taxed costs, interest and reasonable attorneys' fees;
- c) Punitive damages;
- d) Pre judgment interest; and
- e) Such other relief as the Court deems just and equitable.

COUNT III

(Promissory Estoppel)

73. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs of the Complaint as though set forth at length herein.

74. Defendant Town of Morristown made certain promises to indemnify Plaintiff and pay for any damage caused to his property by the construction, repair, or maintenance of the Town's drainage easement.

75. Defendant Town of Morristown's promise to indemnify and/or compensate Plaintiff was clear and unambiguous.

76. Despite Defendant's promise, Defendant Town of Morristown breached its promise by failing to compensate Plaintiff for the damages caused to his property due to the Defendant's failure to maintain and/or repair its drainage easement.

77. Plaintiff relied on Defendant Town of Morristown's promise in allowing the Defendant to use a portion of Plaintiff's property for the location of the Town's drainage easement.

78. Plaintiff's reliance was both reasonable and foreseeable.

79. As a direct and proximate result of the Defendants' breach, Plaintiff has been harmed and has sustained significant economic damages.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendants, Town of Morristown and John Does 1-10 and provide the following relief:

- a) Judgment in Plaintiff's favor for compensatory damages, including the costs of repairs to the home and property, loss of value of the property, costs for displacement from the property, as well as incidental damages, and consequential damages;
- b) Taxed costs, interest and reasonable attorneys' fees;
- c) Punitive damages;
- d) Pre judgment interest; and
- e) Such other relief as the Court deems just and equitable.

COUNT IV

(Negligence)

80. Plaintiff incorporates by reference the allegations set forth in the preceding paragraphs of the Complaint as though set forth at length herein.

81. By nature of the relationship between Plaintiff and Defendant Town of Morristown as Grantor and Grantee, respectively, Defendant Town of Morristown owed Plaintiff a duty to exercise due care with regards to the maintenance, inspection, and repair of the drainage easement,

82. Through its employees and/or agents, Defendants breached their duty by failing to inspect, maintain, and repair the drainage easement on Plaintiff's property.

83. Defendants knew or should have known that the failure to maintain, inspect, and repair the drainage easement would cause significant damage to Plaintiff's property.

84. Despite this knowledge, Defendants acted in a palpably unreasonable manner by refusing to inspect and/or maintain the drainage easement, thus allowing the easement to fall into a state of disrepair, causing significant damages to Plaintiff's property.

85. As a direct and proximate result of Defendants' negligence, Plaintiff suffered significant damage to his home and property as detailed herein.

86. Additionally, Defendants acted with gross negligence by willfully and recklessly violating its duty of care by failing to inspect and/or maintain the drainage easement in disregard of the obvious risk and high probability that harm would follow its failure to act.

87. To every extent applicable, on or about November 5, 2014, Plaintiff gave Notice of Tort Claim, pursuant to N.J.S.A 59:8-4 to the Town of Morristown, whose officials received such notice and acknowledged receipt thereof.

88. Despite Plaintiff's prayers for relief, Defendant has not acted in response to said Notice of Tort Claim.

WHEREFORE, Plaintiff respectfully requests that this Court enter judgment in its favor and against Defendants, Town of Morristown and John Does 1-10 and provide the following relief:

- a) Judgment in Plaintiff's favor for compensatory damages, including the costs of repairs to the home and property, loss of value of the property, costs for displacement from the property, as well as incidental damages, and consequential damages;
- b) Taxed costs, interest and reasonable attorneys' fees;
- c) Punitive damages;

- d) Pre judgment interest; and
- e) Such other relief as the Court deems just and equitable.

Dated: October 31, 2016

By: 
ALICIA T. OCHS, ESQ.
Attorney for Plaintiff

JURY DEMAND

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

Dated: October 31, 2016

By: 
ALICIA T. OCHS, ESQ.
Attorney for Plaintiff

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 6:3-1 and R. 4:25-4, Alicia T. Ochs, Esq. is hereby designated as trial counsel in this matter on behalf of Plaintiff, Brandon Ochs.

Dated: October 31, 2016

By: 
ALICIA T. OCHS, ESQ.
Attorney for Plaintiff

CERTIFICATION PURSUANT TO R. 4:5-1

I certify that the matter in controversy is not the subject of any other action or arbitration proceeding, now or contemplated, and that no other parties should be joined in this action pursuant to R. 6:3-1 and R. 4:5-1.

Dated: October 31, 2016

By: 
ALICIA T. OCHS, ESQ.
Attorney for Plaintiff

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed		FOR USE BY CLERK'S OFFICE ONLY PAYMENT TYPE: ☐ CK ☐ CG ☐ CA CHG/CK NO. _____ AMOUNT: _____ OVERPAYMENT: _____ BATCH NUMBER: _____	
	ATTORNEY / PRO SE NAME ALICIA T. OCHS, ESQ.		TELEPHONE NUMBER (908) 420-7838	
	COUNTY OF VENUE Morris		DOCKET NUMBER (when available) L 2390-16	
	FIRM NAME (if applicable) _____		DOCUMENT TYPE COMPLAINT & JURY DEMAND	
	OFFICE ADDRESS 18 AMES ROAD MORRISTOWN, NJ 07960		JURY DEMAND ☒ YES ☐ NO	
NAME OF PARTY (e.g., John Doe, Plaintiff) BRANDON OCHS, PLAINTIFF		CAPTION BRANDON OCHS V. TOWN OF MORRISTOWN, JOHN DOES 1-10		
CASE TYPE NUMBER (See reverse side for listing) 599, 699	HURRICANE SANDY RELATED? ☐ YES ☒ NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? ☐ YES ☒ NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? ☐ YES ☒ NO		IF YES, LIST DOCKET NUMBERS _____		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? ☐ YES ☒ NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) _____ ☐ NONE ☐ UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.				
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? ☐ YES ☒ NO		IF YES, IS THAT RELATIONSHIP: ☐ EMPLOYER/EMPLOYEE ☐ FRIEND/NEIGHBOR ☐ OTHER (explain) _____ ☐ FAMILIAL ☐ BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? ☐ YES ☒ NO				
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT ACCELERATED DISPOSITION				
RECEIVED & FILED SUPERIOR COURT MORRISTOWN A 9 13				
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? ☐ YES ☒ NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION _____		
WILL AN INTERPRETER BE NEEDED? ☐ YES ☒ NO		IF YES, FOR WHAT LANGUAGE? _____		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .				
ATTORNEY SIGNATURE: _____				



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under Rule 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 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)
- 899 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 | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 291 PELVIC MESH/GYNECARE |
| 278 ZOMETHA/AREZIA | 292 PELVIC MESH/BARD |
| 279 GADOLINIUM | 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 |
| 288 PRUDENTIAL TORT LITIGATION | 601 ASBESTOS |
| 289 REGLAN | 623 PROPECIA |

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

MORRIS COUNTY
SUPERIOR COURT
COURT STREET
MORRISTOWN NJ 07960

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (973) 656-4100
COURT HOURS 8:30 AM - 4:30 PM

DATE: NOVEMBER 01, 2016
RE: OCHS VS TOWNSHIP OF MORRISTOWN
DOCKET: MRS L -002390 16

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON MARYANN L. NERGAARD

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 001
AT: (973) 656-4106.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.

PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: ALICIA T. OCHS
DEVERO TAUS LLC
266 KING GEORGE ROAD
SUITE 1
WARREN NJ 07059

JUELH2