

UNITED STATES DISTRICT COURT

for the
District of New Jersey



KIM Y. MACK

Plaintiff

v.

THE TOWN OF MORRISTOWN, et. al.

Defendant

Civil Action No. 2:15-cv-02946-MCA-JBC

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: The Town of Morristown

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days *(give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States)* from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 04/28/2015

Signature of the attorney or unrepresented party

Mark S. Guralnick, Esq.

Printed name

923 Haddonfield Road, Suite 300
Cherry Hill, New Jersey 08002

Address

msg@guralnicklegal.com

E-mail address

(856) 983-9900

Telephone number

UNITED STATES DISTRICT COURT

for the
District of New Jersey

KIM Y. MACK

Plaintiff

v.

THE TOWN OF MORRISTOWN, et. al.

Defendant

Civil Action No. 2:15-cv-02946-MCA-JBC

WAIVER OF THE SERVICE OF SUMMONS

To: Mark S. Guralnick, Esq.

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 04/28/2015, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: 04/28/2015

Signature of the attorney or unrepresented party

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT

for the
District of New Jersey



KIM Y. MACK

Plaintiff

v.

THE TOWN OF MORRISTOWN, et. al.

Defendant

Civil Action No. 2:15-cv-02946-MCA-JBC

WAIVER OF THE SERVICE OF SUMMONS

To: Mark S. Guralnick, Esq.

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 04/28/2015, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: 04/28/2015

Signature of the attorney or unrepresented party

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

KIM Y MACK,
Plaintiff

V.

SUMMONS IN A CIVIL CASE

THE TOWN OF MORRISTOWN, ET AL.,
Defendant

CASE
NUMBER: **2:15-CV-02946-MCA-JBC**

TO: *(Name and address of Defendant):*

The Town of Morristown
200 South Street
Morristown, New Jersey 07960

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it) — or 60 days if you are the United States or a United States Agency, or an office or employee of the United States described in Fed. R. civ. P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer to the attached complaint or a motion under rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff or plaintiff's attorney, whose name and address are:

If you fail to respond, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

WILLIAM T. WALSH
CLERK

MARIA F. GARCIA
(By) DEPUTY CLERK



ISSUED ON 2015-04-27 15:25:45, Clerk
USDC NJD

JS 44 (Rev. 12/12)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

KIM Y. MACK

(b) County of Residence of First Listed Plaintiff WARWICK COUNTY, VA
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Mark S. Guralnick, Esq.
923 Haddonfield Rd, Suite 300, Cherry Hill, NJ 08002; (856) 983-9900

DEFENDANTS

THE TOWN OF MORRISTOWN and HOUSING AUTHORITY OF
THE TOWN OF MORRISTOWN

County of Residence of First Listed Defendant Morris County, NJ
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
☐ 2 U.S. Government Defendant
☐ 3 Federal Question
(U.S. Government Not a Party)
☒ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | ☐ 1 | ☐ 1 | Incorporated or Principal Place of Business in This State | ☐ 4 | ☒ 4 |
| Citizen of Another State | ☒ 2 | ☐ 2 | Incorporated and Principal Place of Business in Another State | ☐ 5 | ☐ 5 |
| Citizen or Subject of a Foreign Country | ☐ 3 | ☐ 3 | Foreign Nation | ☐ 6 | ☐ 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
☐ 110 Insurance ☐ 120 Marine ☐ 130 Miller Act ☐ 140 Negotiable Instrument ☐ 150 Recovery of Overpayment & Enforcement of Judgment ☐ 151 Medicare Act ☐ 152 Recovery of Defaulted Student Loans (Excludes Veterans) ☐ 153 Recovery of Overpayment of Veteran's Benefits ☐ 160 Stockholders' Suits ☐ 190 Other Contract ☐ 195 Contract Product Liability ☐ 196 Franchise	PERSONAL INJURY ☐ 310 Airplane ☐ 315 Airplane Product Liability ☐ 320 Assault, Libel & Slander ☐ 330 Federal Employers' Liability ☐ 340 Marine ☐ 345 Marine Product Liability ☐ 350 Motor Vehicle ☐ 355 Motor Vehicle Product Liability ☒ 360 Other Personal Injury ☐ 362 Personal Injury - Medical Malpractice	PERSONAL INJURY ☐ 365 Personal Injury - Product Liability ☐ 367 Health Care/Pharmaceutical Personal Injury Product Liability ☐ 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY ☐ 370 Other Fraud ☐ 371 Truth in Lending ☐ 380 Other Personal Property Damage ☐ 385 Property Damage Product Liability	☐ 625 Drug Related Seizure of Property 21 USC 881 ☐ 690 Other ☐ 710 Fair Labor Standards Act ☐ 720 Labor/Management Relations ☐ 740 Railway Labor Act ☐ 751 Family and Medical Leave Act ☐ 790 Other Labor Litigation ☐ 791 Employee Retirement Income Security Act	☐ 422 Appeal 28 USC 158 ☐ 423 Withdrawal 28 USC 157 PROPERTY RIGHTS ☐ 820 Copyrights ☐ 830 Patent ☐ 840 Trademark SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g))	☐ 375 False Claims Act ☐ 400 State Reapportionment ☐ 410 Antitrust ☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 490 Cable/Sat TV ☐ 850 Securities/Commodities/Exchange ☐ 890 Other Statutory Actions ☐ 891 Agricultural Acts ☐ 893 Environmental Matters ☐ 895 Freedom of Information Act ☐ 896 Arbitration ☐ 899 Administrative Procedure Act/Review or Appeal of Agency Decision ☐ 950 Constitutionality of State Statutes
REAL PROPERTY ☐ 210 Land Condemnation ☐ 220 Foreclosure ☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land ☐ 245 Tort Product Liability ☐ 290 All Other Real Property	CIVIL RIGHTS ☐ 440 Other Civil Rights ☐ 441 Voting ☐ 442 Employment ☐ 443 Housing/Accommodations ☐ 445 Amer. w/Disabilities - Employment ☐ 446 Amer. w/Disabilities - Other ☐ 448 Education	PRISONER PETITIONS Habeas Corpus: ☐ 463 Alien Detainee ☐ 510 Motions to Vacate Sentence ☐ 530 General ☐ 535 Death Penalty Other: ☐ 540 Mandamus & Other ☐ 550 Civil Rights ☐ 555 Prison Condition ☐ 560 Civil Detainee - Conditions of Confinement	FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609		
			IMMIGRATION ☐ 462 Naturalization Application ☐ 465 Other Immigration Actions		

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
☐ 2 Removed from State Court
☐ 3 Remanded from Appellate Court
☐ 4 Reinstated or Reopened
☐ 5 Transferred from Another District (specify)
☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE 4/27/15

SIGNATURE OF ATTORNEY OF RECORD



FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44

Authority For Civil Cover Sheet

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

- I.(a) **Plaintiffs-Defendants.** Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.
 - (b) **County of Residence.** For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)
 - (c) **Attorneys.** Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".
- II. **Jurisdiction.** The basis of jurisdiction is set forth under Rule 8(a), F.R.Cv.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.
- United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here. United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.
- Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.
- Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; NOTE: federal question actions take precedence over diversity cases.)
- III. **Residence (citizenship) of Principal Parties.** This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.
- IV. **Nature of Suit.** Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerk(s) in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.
- V. **Origin.** Place an "X" in one of the six boxes.
- Original Proceedings. (1) Cases which originate in the United States district courts.
- Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.
- Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.
- Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.
- Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.
- Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.
- VI. **Cause of Action.** Report the civil statute directly related to the cause of action and give a brief description of the cause. Do not cite jurisdictional statutes unless diversity. Example: U.S. Civil Statute: 47 USC 553 Brief Description: Unauthorized reception of cable service
- VII. **Requested in Complaint.** Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.
- Demand. In this space enter the actual dollar amount being demanded or indicate other demand, such as a preliminary injunction.
- Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.
- VIII. **Related Cases.** This section of the JS 44 is used to reference related pending cases, if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY
NEWARK VICINAGE

KIM Y. MACK,

Plaintiff

v.

THE TOWN OF MORRISTOWN,
and THE HOUSING AUTHORITY OF
THE TOWN OF MORRISTOWN,

Defendants

CIVIL ACTION

NO. 2:15-cv-02946-MCA-JBC

COMPLAINT AND DEMAND
FOR TRIAL BY JURY

Plaintiff, KIM Y. MACK, by and through her undersigned attorney, Mark S. Guralnick, Esq., hereby files this civil action against the Defendants, TOWN OF MORRISTOWN and HOUSING AUTHORITY OF THE TOWN OF MORRISTOWN, and says:

PARTIES

1. Plaintiff, Kim Y. Mack, is a citizen and resident of the Commonwealth of Virginia, residing at 521 Buckeley Place, Newport News, Virginia.

2. Defendant, The Town of Morristown, is a municipal corporation or other form of municipal entity and is the governing body of the town known as Morristown, New Jersey, situated in Morristown, in the County of Morris, State of New Jersey, and at all relevant times maintained a principal office for municipal business at 200 South Street, Morristown, New Jersey 07960.

3. Defendant, Housing Authority of the Town of Morristown, is the duly constituted public housing authority, of the Town of Morristown, charged with the responsibility of

providing public housing and administering fair housing programs under federal law to qualified residents of Morristown, New Jersey, which, at all applicable times, maintained its principal business office at 31 Early Street, Morristown, New Jersey 07960.

JURISDICTION AND VENUE

4. This Court has jurisdiction over Plaintiff's claims pursuant to 28 U.S.C. § § 1331, 1332 and 1343, as well as 42 U.S.C. § § 3613 and 12188, in that the claims alleged herein arise under the laws of the United States, and the parties have diverse citizenship and satisfy the requisite amount in controversy. The Court has pendent jurisdiction over state law claims that arise from the same facts.

5. Pursuant to 28 U.S.C. § 1332, Plaintiff is a citizen of the Commonwealth of Virginia; all Defendants are citizens of the State of New Jersey, and the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

6. Pursuant to 28 U.S.C. § 1331, this Court also has original jurisdiction under the laws of the United States, specifically, the Fair Housing Act and the Americans with Disabilities Act.

7. Venue in this action lies in the Newark Vicinage, pursuant to 28 U.S.C. § 1391(b), because this matter arises in the Town of Morristown, County of Morris, and State of New Jersey.

FACTUAL AVERMENTS

COUNT ONE

NEGLIGENCE – STATE TORT CLAIM – DIVERSITY ACTION

8. In or about April of 2011, Plaintiff Kim Y. Mack moved into an apartment at 27 Clyde Potts Court, which was subsidized by, administered by and controlled by the Defendants The Town of Morristown and Housing Authority of the Town of Morristown (hereafter referred to collectively as "Defendants").

9. Plaintiff resided at the subject premises, without incident, for approximately 23 months thereafter.

10. On or about March 13, 2013. Defendants then served Plaintiff with a "Notice of Proposed Adverse Action" ("Notice"). The Notice contained a "Warning" that "if you do not comply with the Notice, the Housing Authority of the Town of Morristown...may institute a civil suit against you for eviction."

11. The Notice advised the Plaintiff that on April 15, 2013, the Defendant Housing Authority proposed to transfer the Plaintiff from her home at 27 Clyde Potts Court to a new apartment at 18-04 Clyde Potts Drive, Morristown, New Jersey, which would be a smaller, one-bedroom unit. The suggested reason for the transfer was because the Plaintiff's family composition had changed, and she was no longer entitled to the larger three-bedroom unit at 27 Clyde Potts Court.

12. The Notice further threatened the Plaintiff that "unless you agree to move to the new unit and further agree to accept a new lease for the premises known as 18-04 Clyde Potts Drive, Morristown, New Jersey, your lease will be terminated." It continued: "If you do not agree to move to the new unit and do not further agree to accept a new lease for the premises known as 18-04 Clyde Potts Drive, Morristown, New Jersey, the Housing Authority may terminate your lease and begin court proceedings, to evict you. Any eviction proceeding brought against you will be in the Special Civil Part of the New Jersey Superior Court..."

13. Immediately after receiving Defendants' March 13, 2013 Notice, Plaintiff informed Defendants that she was diabetic, suffering from medical conditions that affected her legs and her feet in particular, and was not capable of moving on such short notice. Plaintiff also personally advised the Executive Director of the Housing Authority of the Town of Morristown that, given her physical deformity and disability, and her lack of able family members to assist her, she was not capable of physically moving her furniture and personal belongings from one residence to another on such short notice.

14. On April 8, 2013, Plaintiff's primary physician, Dr. Rebecca Felsen, issued a letter indicating that Plaintiff had a history of insulin-dependent Type II diabetes, with associated

Charcot deformity on her right foot and severe peripheral neuropathy in both legs. The doctor reported that the Plaintiff had a history of multiple diabetic ulcers on both feet. The doctor further indicated that the Plaintiff would need surgery on her right foot and was being regularly followed by a podiatrist. As a result of her medical conditions, Dr. Felsen stated, the Plaintiff "should not have to move at this time." The doctor provided her office information and phone number and invited phone calls if there were further questions.

15. Plaintiff promptly presented the correspondence from Dr. Rebecca Felsen to Defendants in an attempt to obtain an accommodation for her disability but was able only to extend the deadline for her move by 14 days, until April 29, 2013.

16. Plaintiff thereupon continued in her efforts to persuade Defendants to accommodate her disability by allowing her to remain in her apartment (which was not rented or otherwise scheduled to be immediately occupied), or by otherwise extending the time for her relocation or otherwise accommodating her special disability circumstances.

17. Defendants refused to accommodate the Plaintiff, disregarded Dr. Felsen's admonitions, and forced the Plaintiff to move with little or no assistance on April 29, 2013.

18. On or about April 29, 2013, left with no choice and facing eviction and judicial proceedings if she did not comply with the Defendants' stern warnings, Plaintiff vacated her premises at 27 Clyde Potts Court and moved to the new apartment at 18-04 Clyde Potts Drive.

19. Plaintiff suffered severe and traumatic physical injury in attempting to make the move on her own, with little assistance, except from an elderly parent.

20. As a direct and proximate result of the circumstances described herein, Plaintiff suffered traumatic injury to her leg and foot, resulting in severe injury to her left foot, which led to the destruction of two toes, the consequential amputation of those two toes, further medical complications, hospitalization and medical treatment, the contraction of MRSA, and other complications from which the Plaintiff is still receiving medical treatment, medication and therapy.

21. Defendants owed a duty to exercise due care in the circumstances.

22. Defendants breached that duty by failing to exercise due care and were negligent in not having taken other steps or precautions to protect the Plaintiff, to safeguard her from further injury, to prevent her from becoming injured, or to otherwise accommodate her under the circumstances.

23. Defendants' failure to assist the Plaintiff, to accommodate her, to provide more reasonable accommodations under the circumstances, to extend the term of her lease in the Clyde Potts Court apartment, and/or to otherwise exercise due care in the circumstances was palpably unreasonable, and was egregious and outrageous in view of the Plaintiff's and her physician's clear advance notice of her medical condition and physical disabilities.

24. As a direct and proximate result of Defendants' negligence, Plaintiff suffered severe and permanent injury to her legs and feet, including digital amputations, mixed physical and psychological trauma and injury, increased and accelerated disability, pain and suffering, aggravation and exacerbation of pre-existing conditions, lifelong podiatric complications, severe emotional distress, anxiety and anguish of immeasurable levels, and other physical, psychological and financial losses.

25. To the extent applicable, on or about June 27, 2013, Plaintiff gave Notice of Tort Claim, pursuant to N.J.S.A. 59:8-4 to the Town of Morristown and Housing Authority of the Town of Morristown, whose officials received such notice and acknowledged receipt thereof on or about July 1, 2013. No Defendant has acted in response to the said Notice of Tort Claim within the statutory period.

COUNT TWO

FEDERAL FAIR HOUSING ACT, 42 U.S.C. § § 3601, et. seq.

1. Plaintiff incorporates herein by reference all of the allegations set forth in Count One hereof as if they were reiterated hereunder at length.
2. Plaintiff has mobility impairments and other medical conditions sufficient to qualify her as a person with a “handicap” or “disability” under the Fair Housing Act, the Americans with Disabilities Act, and the Rehabilitation Act of 1973. Despite these conditions, she is fully capable of independent living and can fulfill all of the obligations thereof.
3. Defendants are subject to the provisions of the Americans with Disabilities Act insofar as the Housing Authority of the Town of Morristown operates a place of “public accommodation,” as defined by the statute, even if managed by a private entity, and maintains operations that affect commerce and fall within the meaning of 42 U.S.C. § § 12181(1)(A) and 12181(7).
4. Defendant Housing Authority of the Town of Morristown rents dwelling within the meaning of the Fair Housing Act, 42 U.S.C. § 3602.
5. Furthermore, the Defendant Housing Authority declares that it follows a “fair housing policy” pursuant to 24 C.F.R. § 982.54(d)(6), and according to this policy, which it excerpts on its website, the Housing Authority states: “It is the policy of the Housing Authority to comply fully with all federal, state and local non-discrimination laws and with the rules and regulations governing fair housing and equal opportunity in housing and employment.”
6. The Defendants’ fair housing policy continues that, except under limited conditions, “no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because HA’s facilities are inaccessible to or unusable by persons with disabilities.” An additional provision published by the Housing Authority, as part of their “Fair Housing Policy” states that: “The HA’s policies and practices will be designed to provide assurances that all persons with disabilities will be provided

reasonable accommodation so that they may fully access and utilize the housing program and related services.”

7. The fair housing policy states” “The availability of specific accommodations will be made known by including notices on HA forms and letters to all families, and all requests will be verified so that the HA can properly accommodate the need presented by the disability.” The policy continues: “Requests for reasonable accommodations from persons with disabilities will be granted upon verification that they meet the need presented by the disability.”

8. By its actions detailed in Count One and above, Defendants violated Plaintiff’s rights under the Fair Housing Act, 42 U.S.C. § 3601 *et. seq.* and its implementing regulations by:

- A. Discriminating or otherwise making unavailable a dwelling to the Plaintiff because of her disability in violation of 42 U.S.C. § 3604(f)(1), in the following respects, among others:
 - (i) Threatening to evict the Plaintiff or to commence judicial proceedings upon her if she did not abide by a deadline to vacate her premises despite a disability that prevented her from doing so;
 - (ii) Refusing to grant Plaintiff a reasonable accommodation in view of her physical deformity and disability;
 - (iii) Declining to communicate with the Plaintiff and disregarding its own fair housing policy while compelling the Plaintiff to move on an arbitrary and unnecessarily harsh deadline, despite Plaintiff’s obvious disabilities;
 - (iv) Openly refusing to communicate with Plaintiff’s physician, ignoring the physician’s express indication of Plaintiff’s medical condition and declining to engage with the physician in a dialogue to accommodate the Plaintiff in a more meaningful manner.
- B. Discriminating or otherwise adversely affecting the terms, conditions and privileges of the rental of Plaintiff’s dwelling to her because of her disability, in violation of 42 U.S.C. § 3604(f)(2), in the following respects, among others:
 - (i) By imposing terms and conditions for Plaintiff’s relocation that were not consistent with the promulgated Fair Housing Policy available to disabled tenants;
 - (ii) By imposing outrageous and egregious relocation terms and

conditions for the Plaintiff which, under the circumstances, Defendants knew Plaintiff was not capable of meeting without specialized assistance, or without a reasonable accommodation, which Defendants were unwilling to approve;

- (iii) By failing to afford Plaintiff the rental privileges of a dwelling, or of her dwelling, to which she was entitled, without reasonable business or other economic justification, in accordance with fair housing policy, or without any other legal explanation or exception justifying a failure to provide a reasonable accommodation under the circumstances.
 - (iv) By essentially imposing, as a condition of continued residency, that Plaintiff be in good health, ambulatory or able to move about independently, and able to take care of herself in normal living activities without relying on assistance from others.
- C. Refusing to make reasonable accommodations in the rules, policies, practices or services, when such accommodations may be necessary to afford Plaintiff an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3).
- D. Interfering with, threatening, coercing and intimidating Plaintiff by threatening to sue her or evict her if she did not vacate her premises and move all of her belongings to another apartment (of Defendants' choosing) within a fixed, short deadline.
- E. Refusing to communicate with Plaintiff, when Plaintiff sought to obtain additional information; refusing to communicate with Plaintiff's physician; refusing thereafter to grant an accommodation more than two weeks, and refusing to afford Plaintiff any additional information to allow Plaintiff to activate her rights or to take any steps to prevent her eviction or to otherwise exercise her rights under the Fair Housing Act, essentially establishing a system of communication avoidance and stern refusal to grant an accommodation so as to prevent the Plaintiff to timely exercise and enjoy her statutory rights.

COUNT THREE

AMERICANS WITH DISABILITIES ACT, 42 U.S.C. § § 12101, et. seq.

1. Plaintiff incorporates herein by reference all of the allegations set forth in Counts One and Two above as if they were reiterated hereunder at length.

2. By their conduct as set forth above, Defendants violated Plaintiff's rights under the Americans with Disabilities Act, 42 U.S.C. § 12182 and its implementing regulations.

3. Specifically, Defendants have:

- A. Denied Plaintiff opportunities to participate in and benefit from certain of their facilities, services, privileges, advantages and accommodations because of her disability.
- B. Provided Plaintiff certain facilities, services, privileges, advantages and accommodations that are not equal to those provided to others, and that are separate and different from those provided to others.
- C. Refused to accommodate Plaintiff in the most integrated setting appropriate to her needs.
- D. Failed to make reasonable accommodations and modifications to their policies, practices and procedures, when such modifications and accommodations were necessary to afford the Plaintiff the opportunity to benefit from the services, privileges, advantages and accommodations of the public housing facilities in the Town of Morristown, New Jersey.

COUNT FOUR

SECTION 504 OF THE REHABILITATION ACT OF 1973, 29 U.S.C. § 794(a)

1. Plaintiff incorporates herein by reference all of the allegations set forth in Counts One through Three above inclusive as if they were reiterated hereunder at length.

2. At all relevant times that the Plaintiff resided at the subject premises in Morristown, New Jersey, the Housing Authority of the Town of Morristown received federal financial assistance, and today continues to receive federal funds from the United States Department of Housing and Urban Development, and is therefore a recipient of federal financial assistance, making it subject to the provisions of the Rehabilitation Act of 1973. 45 C.F.R. § 84.4; 24 C.F.R. § 8.4

3. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, *et. seq.*, prohibits the discrimination against qualified individuals with disabilities by recipients of federal financial assistance.

4. As a recipient of federal financial assistance, Defendants and their agents are required under Section 504 to make available housing and services in a non-discriminatory manner.

5. Defendants have violated Section 504 of the Rehabilitation Act in the following ways:

- A. By denying or otherwise limiting the Plaintiff's opportunities to participate in and benefit from living on the premises at the public housing facility in Morristown, New Jersey.
- B. By failing to afford the Plaintiff a reasonable opportunity and a reasonable accommodation to obtain additional medical care, additional social service intervention, or other moving or housing arrangements, over an additional extended period of time if it was necessary for her to change dwelling locations;
- C. By failing to provide opportunities and accommodations to the Plaintiff that were equal to those opportunities and accommodations that were afforded to others under like or similar circumstances;
- D. By aiding and perpetuating discrimination against the Plaintiff;
- E. By denying the Plaintiff the enjoyment of the dwelling in which she was eligible to reside, and in which she was already residing;
- F. By otherwise limiting the Plaintiff, on the basis of her disability, in the enjoyment of the rights, privileges, advantages and opportunities enjoyed by others, and
- G. By applying discriminatory criteria to the Plaintiff with the ultimate effect of defeating the principal goal of assisting people with disabilities in living full and independent lives.

COUNT FIVE

NEW JERSEY LAW AGAINST DISCRIMINATION

1. Plaintiff incorporates herein by reference all of the allegations set forth in each of the foregoing Counts of this Complaint as if they were reiterated hereunder at length.

2. Pursuant to 28 C.F.R. § 35.130(b)(7), 24 C.F.R. § 100.204, and New Jersey regulation N.J.A.C. 13:13-3.4(f)(2) promulgated under the New Jersey Law Against Discrimination (NJLAD), the Defendant Housing Authority of the Town of Morristown had an affirmative duty to make a reasonable accommodation in its policies or procedures when modifications were necessary to avoid discrimination on the basis of a disability.

3. In fact, the NJLAD specifically prohibits discrimination against any person in the sale, rental or lease of any real property or portion thereof on the basis of a disability or in connection with the terms, conditions or privileges relating thereto. N.J.S.A. 10:5-12(g)(2).

4. Despite these laws, and despite knowing that the Plaintiff suffered from one or more physical handicaps within the definition of N.J.S.A. § 10:5-5(q), Defendants failed to provide reasonable accommodations in their policies or procedures or to make the necessary modifications to avoid discrimination based on Plaintiff's disability.

5. By forcing the Plaintiff to vacate her dwelling at 27 Clyde Potts Court and to occupy a smaller apartment at 18-04 Clyde Potts Drive, with full knowledge of Plaintiff's incapacity for making a physical move on such short notice, and without making any reasonable accommodation, the Defendant Housing Authority of the Town of Morristown unlawfully discriminated against the Plaintiff in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 - 10:5-42, by denying her benefits under the public housing program by reason of her disability.

6. Plaintiff's forced extraction from the first dwelling, on deadline, and compulsory relocation while under threat of eviction or lawsuit, while suffering from severe consequences of her disability, was carried out by the Defendants after they were fully apprised of the Plaintiff's condition, after they received written notice from the Plaintiff's physician of her severe physical disabilities and handicaps, and after the Plaintiff herself repeatedly admonished the Defendants of the risks that she feared and faced if she was forced to move so quickly, with no provisions or accommodations.

7. Defendants' actions, under the attending circumstances, were therefore willful, knowing, intentional, deliberate and in reckless disregard of the Plaintiff's rights.

8. By reason of having been forced to vacate her premises under the circumstances, Plaintiff was effectively and constructively evicted wrongfully, unlawfully, intentionally, maliciously and deliberately, leading to the damages, injuries and losses which she suffered, as

more fully described in Count One of this Complaint.

9. The damages, injuries and losses suffered by the Plaintiff, and which she is expected to suffer in the future, were the natural, proximate, reasonable and foreseeable result of the Defendants' deliberate discrimination resulting from the knowledge of a high degree of probability of harm to the Plaintiff or reckless indifference to the consequences of their acts and/or omissions.

COUNT SIX

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

1. Plaintiff incorporates herein by reference all of the allegations set forth in the foregoing Counts of this Complaint as if they were reiterated hereunder at length.
2. As a result of the acts of the Defendants herein, Plaintiff was caused to suffer great emotional distress and psychological harm.
3. The Defendants acted with the specific intent of causing the Plaintiff harm, or with the knowledge that their actions would reasonably cause the Plaintiff harm.
4. The Defendants' conduct, under the circumstances, was extreme and outrageous, and, among other results, proximately caused physical injury to the Plaintiff.
5. As a direct and proximate result of the foregoing, the Plaintiff has suffered severe emotional distress and emotional damage as well as economic and financial loss.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against the Defendants, THE TOWN OF MORRISTOWN and THE HOUSING AUTHORITY OF THE TOWN OF MORRISTOWN, individually, jointly, severally and in the alternative, as follows:

- A. For compensatory damages;
- B. For punitive damages with respect to the NJLAD Count;
- C. For statutory liquidated damages, plus interest, as applicable;
- D. For attorney's fees and court costs;

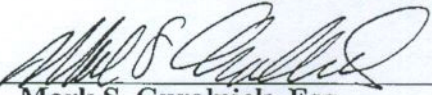
- E. For all pre-judgment and post-judgment interest as permitted by law; and
- F. For all other applicable rights and remedies provided by statute, and for such other relief as the Court may deem equitable and proper.

JURY DEMAND

Plaintiff demands a trial by jury as to all issues.

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Dated: April 27, 2015