

RECEIVED
SUPERIOR COURT OF NJ

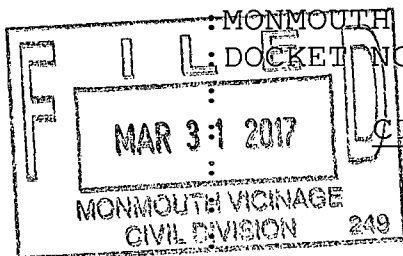
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FINANCE DIVISION

GASIOROWSKI & HOLOBINKO
54 Broad Street
Red Bank, New Jersey 07701
(732) 212-9930
Attorneys for Plaintiff
2444 21968

OASIS THERAPEUTIC LIFE : SUPERIOR COURT OF NEW JERSEY
CENTERS, INC., : LAW DIVISION

Plaintiffs, : MONMOUTH COUNTY



: DOCKET NO.: L-1287-17

CIVIL ACTION

-vs-

PETER G. WADE AND SUSAN : COMPLAINT

WADE; NAVESINK INVESTMENTS :

LLC; ROBERT PHILLIPS AND :

LOREN PHILLIPS, JOHN DOES :

(1-4)names being fictitious :

Defendants :

Fee Attached - 250
Batch # - 215
Check # - 5303
Cash Reference # -
Overpayment Amount -

Plaintiff, Oasis Therapeutic Life Centers, Inc., with an address of 1 Morgan Road, Township of Middletown, County of Monmouth and State of New Jersey, by way of Complaint the defendants, Peter G. Wade and Susan Wade, Navesink Investments LLC, Robert Phillips and Loren Phillips, and John Does (1-4) names being fictitious, says:

FIRST COUNT

1. The plaintiff Oasis is a non-profit corporation that is established and dedicated to the beneficent purpose of providing group housing, as well as counseling and vocational assistance, to autistic young adults.

2. In furtherance of that beneficent and charitable purpose, the plaintiff Oasis during the year 2014 commenced negotiations with the then owner of a large residential property located off Navesink River Road (Block 840 Lot 69.01) for the purpose of acquiring the property so as to establish a group home for autistic young adults.

3. The plaintiff Oasis and its beneficiaries/intended residents of the group home on the property, as an organization providing housing to handicapped persons, are protected and within the scope of the Law Against Discrimination N.J.S.A. 10:5-1 et seq. (LAD).

4. Specifically, as per N.J.S.A. 10:5-4.1, the LAD defines as unlawful discrimination for persons to participate in activity so as to discriminate against any buyer or renter of real property because of the handicap of a person residing in or intending to reside in that property after it is sold or upon being occupied by the buyer or renter, or because of the handicap of any person associated with the buyer or renter.

5. The defendants Peter Wade and Susan Wade are the owner/residents of the adjacent property located at 422 Locust Point Road and known as Block 840 Lot 65.

6. During the period of time that the plaintiff Oasis was negotiating with the then owner of the property so as to acquire same, the defendants Wade engaged in various communications and activities, in conspiracy and conjunction with the other defendants Navesink Investments LLC, Robert and Loren Phillips and John Does (1-4), so as to attempt to block and prevent the acquisition of the property by the plaintiff. Those activities included, but were not limited to, communications with the then owner of the property importuning that owner from conveying the property to plaintiff, and conspiring together so as to make an alternate offer of additional monetary payments over the original purchase price to the then owner so as to avoid or prevent Oasis from contracting for and acquiring the property.

7. Those communications and offers to the then owner of the plaintiff's property caused and resulted in that owner cancelling the executed Contract with the plaintiff for the purchase of the property.

8. Those activities and communications by said defendants were motivated upon an unlawful discriminatory intent to deny the plaintiff Oasis from acquiring the property, and deny the handicapped persons associated with

the plaintiff from residing in or utilizing the property, because of the handicapped status of the intended resident.

9. Also during the period of time when the Plaintiff Oasis was negotiating with the then owner of the property so as to acquire same, the Defendants engaged in various communications and activities, in conspiracy and conjunction with the other Defendants, so as to attempt to block and prevent the acquisition of the property by the Plaintiff Oasis. Those activities included, but are not limited to, going door to door to solicit neighbors to petition against and to block a Monmouth Conservation Foundation's grant for a \$600,000 conservation easement to Oasis to assist Oasis in purchasing the property.

10. Those activities and communications and petitions to MCF caused and resulted in the \$600,000 grant by MCF, which had already been unanimously approved by the Acquisitions Committee of MCF, to be cancelled.

11. Those activities and communications and petitions were motivated upon an unlawful discriminatory intent to deny the Plaintiff Oasis, and handicapped persons associated with the Plaintiff, from acquiring or a residing in or utilizing the property because of the handicapped status of the intended residents of the property.

12. Despite those unlawful and discriminatory efforts and communications by defendants Wade and other defendants, the plaintiff Oasis was eventually able to execute a new Contract with the then owner and thereafter eventually acquire the subject property.

13. Subsequent to acquiring title, the plaintiff Oasis did establish, as authorized and permitted by law, a residence for several autistic young adults on the property.

14. Subsequent to the plaintiff Oasis taking title to the property and establishing this group residence for handicapped persons, the defendants Wade embarked upon and continued a course of illegal and/or harassing conduct and activities directed against the plaintiff Oasis and to prevent occupancy by the intended handicapped residents of the Oasis property. Those improper activities included but were not limited to the following:

- a. Illegally and without authority blocking the driveway/easement that provides access to plaintiff's property and is located on the defendant Wade's property; said easement provides an accessway to and from Locust Point Road for plaintiff's property.
- b. Constructing an illegal fence without any gate that intentionally blocked the easement which is the only access to the Oasis property sufficiently wide and flat for large emergency vehicles to

enter, thereby knowingly imperiling the residents of the Oasis property.

- c. Constructing the illegal fence referenced in (b) as a hideous "prison yard" fence festooned with obnoxious reflectors to maximize the harassing and intimidating effect on the Oasis residents given the close proximity of the fence to their house and across their driveway.
- d. Spray painting large (approximately 600-700 square feet) graffiti on the paved driveway area or adjacent thereto --- directed at and visible to Oasis and residents in Oasis's property --- that was abusive and/or harassing or threatening to Oasis and said residents/occupants.
- e. Threatening to sue plaintiff Oasis or its officers individually if Oasis did not give up the easement to Wade for nothing, no payment whatsoever.
- f. Repeatedly letting defendant Wade's animals (dogs, goat, horses) loose to roam the Oasis property, directed at abusing, harassing and threatening Oasis and its residents/occupants.
- g. Dumping enormous amounts of manure and debris on the Oasis property with the effect of abusing, harassing and interfering with Oasis's and said residents/occupants' quiet enjoyment of the property.
- h. Agreeing in writing to remove their paddock fence which encroaches on the Oasis property and that Oasis could work on the fence line to mark the proper boundary, and then calling the police and accusing Oasis of trespassing, further harassing Oasis and its quiet enjoyment of the property.
- i. Upon information and belief, acting with or through others requesting repeated OPRA request to the Township of Middletown for documents were related to plaintiff Oasis, and asserting claims to the Middletown Tax Assessor that the Oasis property should be subject to property tax.

- j. Petitioning the Township of Middletown claiming that the Oasis fence was constructed improperly, for the purpose of further harassing Oasis's quiet enjoyment of its property. The Township concluded that the fence was in fact properly constructed.
- k. Placing signs and markings on the paved driveway area or adjacent thereto --- directed at and visible to the plaintiff and residents in Oasis' property --- that are abusive, harassing and/or threatening to Oasis and said residents/occupants.

15. Those activities and conduct were motivated by an intention to discriminate against the plaintiff Oasis as the owner providing housing to handicapped persons, and as discrimination against the handicapped persons residing on the property and associated with the plaintiff.

16. Those activities and conduct were pursued and done in an effort to harass and intimidate the plaintiff, and the handicapped residents of plaintiff's property, so as to attempt to induce and intimidate the plaintiff into cease using the property as a residence for handicapped persons and/or to sell the property.

17. As a further part of that effort, the defendants Wade have unilaterally blocked and fenced off the plaintiff's accessway to its property and have further instituted a separate lawsuit seeking to terminate the easement appurtenant to plaintiff's property and across the

defendant's properties, after said accessway was properly put into place by a Deed and has been in use for many years.

18. This course of conduct and activity by the defendants constitute unlawful discrimination against the plaintiff in violation of the Law of Discrimination N.J.S.A. 10:5-1 et seq. and plaintiff is entitled to the full remedies and damages as provided in said Law.

WHEREFORE, the plaintiff Oasis demands judgment against the defendants jointly and severally for the following relief:

- a. Injunctive Relief against the defendants directing the removal of any fencing and/or obstacles blocking the driveway accessway/easement as across the defendant's property.
- b. Injunctive Relief requiring the removal from the easement area and other areas on the defendant's properties of all signs, writings/graffiti written on pavement that are harassing and abusive to the plaintiff and persons residing on plaintiff's property.
- c. Compensatory damages as permitted under the Law Against Discrimination.
- d. Punitive damages as permitted under the Law Against Discrimination.
- e. Reimbursement of all attorney fees and costs incurred by plaintiff Oasis as permitted under the Law Against Discrimination.
- f. Such other relief as the Court deems appropriate.

SECOND COUNT

1. The plaintiff Oasis repeats the allegations of the First Count as if set forth.

2. As to defendant Navesink Investments LLC (hereinafter Navesink), said defendant is the owner of Block 840 Lot 64 in the Township of Middletown, located on Locust Point Road and immediately adjacent to the property owned by defendant Wade.

3. The plaintiff Oasis and its property has easement rights to share and utilize the access driveway that crosses the Wade property at Block 840 Lot 65, then crosses the property of defendant Navesink at Block 840 Lot 64, and then crosses the property of defendants Robert Phillips and Loren Phillips at Block 840 Lot 66, and then terminating upon reaching Locust Point Road.

4. Besides being established by recorded deeds/documents, this driveway/access easement has been used by the plaintiff Oasis and its predecessors in title, as well as others, for in excess of 50 years and has been open and notorious, thus creating a "prescriptive easement".

5. The defendants Navesink have apparently asserted the position, in conjunction with defendants Wade, that the plaintiff Oasis does not have easement rights for use of said access driveway easement.

6. During the period of time that the plaintiff Oasis was negotiating with the then owner of the property so as to acquire same, the defendant Navesink engaged in various communications and activities, in conspiracy and conjunction with the other defendants, so as to attempt to block and prevent the acquisition of the property by the plaintiff. Those activities included, but are not limited to, communications with the then owner of the property importuning the then owner from conveying the property to plaintiff because of the status and/or handicapped status of persons who would be residing on the property, and conspiring together so as to make alternate offers of monetary payments to the then owner so as to avoid or prevent the plaintiff from contracting for and acquiring the property.

7. Those communications and offers to the then owner of the property caused and resulted in that owner causing the executed Contract with the plaintiff for the purchase of the property to be cancelled and voided.

8. Those activities and communications were motivated upon an unlawful discriminatory intent to deny the plaintiff Oasis, and handicapped persons associated with the plaintiff, from acquiring and residing in or utilizing the property because of their handicapped status.

9. Despite those unlawful and discriminatory efforts and communications by or on behalf of said defendant Navesink and other defendants, the plaintiff Oasis was eventually able to execute a new Contract with the then owner and thereafter acquire the subject property.

10. Subsequent to acquiring title, the plaintiff Oasis did establish, as authorized and permitted by law, a group residence for several autistic young adults on the property.

11. Subsequent to the plaintiff Oasis taking title to the property and establishing this group residence for handicapped persons, there occurred and continued a course of illegal and/or harassing conduct and activities directed against the plaintiff Oasis and the handicapped residents of the Oasis property. Those improper activities included but were not limited to the following:

- a. Illegally and without authority blocking the driveway/easement that provides access to plaintiff's property and is located on the defendant Wade's property; said easement provides an accessway to and from Locust Point Road for plaintiff's property.
- b. Placing signs and markings on the paved driveway area or adjacent thereto --- directed at and visible to the plaintiff and residents in plaintiff's property --- that are abusive, harassing and/or threatening to the plaintiff and said residents/occupants.

12. Upon information and belief, those activities may have been encouraged, incited, and/or assisted by the defendant Navesink and/or its agents.

13. Those activities and conduct were also motivated by an intention to discriminate against the plaintiff Oasis as the owner providing housing to handicapped persons, and as discrimination against the handicapped persons residing on the property and associated with the plaintiff.

14. Those activities and conduct were pursued and done in an effort to harass and intimidate the plaintiff, and the handicapped residents of plaintiff's property, so as to attempt to induce and intimidate the plaintiff into cease using the property as a residence for handicapped persons and/or to sell the property.

15. This course of conduct and activity participated in by the defendant Navesink and other defendants acting in concert constitutes unlawful discrimination against the plaintiff in violation of the Law of Discrimination N.J.S.A. 10:5-1 et seq. and plaintiff is entitled to the full remedies and damages as provided in said Law.

WHEREFORE, the plaintiff Oasis demands judgment against the defendant Navesink Investments LLC for the following relief:

- a. Injunctive Relief against the defendant directing the cessation of any activity/participation of said defendant directed to blocking the driveway accessway/easement as across the defendant's property.
- b. Injunctive Relief requiring the cessation of any participation and/or support of any activity involving the placement of signs, writings/graffiti written on pavement that are harassing and abusive to the plaintiff and persons residing on plaintiff's property.
- c. Compensatory damages as permitted under the Law Against Discrimination.
- d. Punitive damages as permitted under the Law Against Discrimination.
- e. Reimbursement of all attorney fees and costs incurred by plaintiff Oasis as permitted under the Law Against Discrimination.
- f. Such other relief as the Court deems appropriate.

THIRD COUNT

1. Plaintiff Oasis repeats the allegations of the First and Second Counts as if set forth.

2. As to defendants Robert J. Phillips and Loren H. Phillips, said defendants are the owners of Block 840 Lot 66 in the Township of Middletown, located on Locust Point Road and immediately adjacent to the property owned by defendant Wade.

3. The plaintiff Oasis and its property has easement rights to share and utilize an access driveway that crosses the Wade property at Block 840 Lot 65, then crosses the property of defendant Navesink at Block 840 Lot 64, and then crosses the property of defendants Phillips at Block 840 Lot 66, and then terminating upon reaching Locust Point Road.

4. Besides being established by recorded deeds/documents, this easement has been used by the plaintiff Oasis, its predecessors in title, as well as others for in excess of 50 years and has been open and notorious, thus creating a "prescriptive easement".

5. During the period of time that the plaintiff Oasis was negotiating with the then owner of the property so as to acquire same, the defendants Phillips engaged in various

communications and activities, in conspiracy and conjunction with the other defendants, so as to attempt to block and prevent the acquisition of the property by the plaintiff. Those activities included, but are not limited to, communications with the then owner of the property importuning the then owner from conveying the property to plaintiff because of the status and/or handicapped status of persons who would be residing on the property, and conspiring together so as to make alternate offers of monetary payments to the then owner so as to avoid or prevent the plaintiff from contracting for and acquiring the property.

6. Those communications and offers to the then owner of the property caused and resulted in that owner causing the executed Contract of the plaintiff for the purchase of the property to be cancelled.

7. Those activities and communications were motivated solely upon an unlawful discriminatory intent to deny the plaintiff Oasis, and handicapped persons associated with the plaintiff, from acquiring and residing in or utilizing the property because of their handicapped status.

8. Despite those unlawful and discriminatory efforts and communications by or on behalf of said defendants Phillips and other defendants, the plaintiff Oasis was eventually able to execute a new Contract with the then owner and thereafter acquire the subject property.

9. Subsequent to acquiring title, the plaintiff Oasis did establish, as authorized and permitted by law, a group residence for several autistic young adults on the property.

10. Subsequent to the plaintiff Oasis taking title to the property and establishing this group residence for handicapped persons, there occurred and continued a course of illegal and/or harassing conduct and activities directed against the plaintiff Oasis and the handicapped residents of the Oasis property. Those improper activities included but were not limited to the following:

- a. Illegally and without authority blocking the driveway/easement that provides access to plaintiff's property and is located on the defendant Wade's and this defendants' property; said easement provides an accessway to and from Locust Point Road for plaintiff's property.
- b. Placing signs and markings on the paved driveway area or adjacent thereto --- directed at and visible to the plaintiff and residents in plaintiff's property --- that are abusive, harassing and/or threatening to the plaintiff and said residents/occupants.

11. Upon information and belief, those activities may have been encouraged, incited, and/or assisted by the defendants Phillips and/or their agents.

12. Those activities and conduct were also motivated by an intention to discriminate against the plaintiff Oasis as the owner providing housing to handicapped persons, and as discrimination against the handicapped persons residing on the property and associated with the plaintiff.

13. Those activities and conduct were pursued and done in an effort to harass and intimidate the plaintiff, and the handicapped residents of plaintiff's property, so as to attempt to induce and intimidate the plaintiff into cease using the property as a residence for handicapped persons and/or to sell the property.

14. This course of conduct and activity participated in by the defendants Phillips and other defendants acting in concert constitutes unlawful discrimination against the plaintiff in violation of the Law of Discrimination N.J.S.A. 10:5-1 et seq. and plaintiff is entitled to the full remedies and damages as provided in said Law.

WHEREFORE, the plaintiff Oasis demands judgment against the defendants Phillips for the following relief:

- a. Injunctive Relief against the defendant directing the cessation of any activity/participation of said defendant directed to blocking the driveway accessway/easement as across the defendant's property.
- b. Injunctive Relief requiring the cessation of any participation and/or support of any activity involving the placement of signs, writings/graffiti written on pavement that are harassing and abusive to the plaintiff and persons residing on plaintiff's property.
- c. Compensatory damages as permitted under the Law Against Discrimination.
- d. Punitive damages as permitted under the Law Against Discrimination.
- e. Reimbursement of all attorney fees and costs incurred by plaintiff Oasis as permitted under the Law Against Discrimination.
- f. Such other relief as the Court deems appropriate.

FOURTH COUNT

1. Plaintiff Oasis repeats the allegations of the First through Third Counts as if set forth.

2. The defendants John Does (1-4), names being presently fictitious, are individuals or entities that own or occupy residential properties in the vicinity of the property now owned and occupied by the plaintiff Oasis and its handicapped residents.

3. The said defendants John Does (1-4) encouraged, participated, financed, or assisted in the actions and activities by the defendants Wade, Navesink Investments LLC, and/or Phillips in attempting to block and preclude the acquisition of the property by said plaintiff and/or by engaging in the course of conduct as detailed above intending to harass the plaintiff and the residents of plaintiff's property so as to induce them to cease ownership and occupancy.

WHEREFORE, the plaintiff Oasis demands judgment against the defendants John Does (1-4) for the following relief:

- a. Injunctive Relief against the defendant directing the cessation of any activity/participation of said defendant directed to blocking the driveway accessway/easement as across the defendant's property.
- b. Injunctive Relief requiring the cessation of any participation and/or support of any activity involving the placement of signs, writings/graffiti written on pavement that are harassing and abusive to the plaintiff and persons residing on plaintiff's property.
- c. Compensatory damages as permitted under the Law Against Discrimination.
- d. Punitive damages as permitted under the Law Against Discrimination.

- e. Reimbursement of all attorney fees and costs incurred by plaintiff Oasis as permitted under the Law Against Discrimination.
- f. Such other relief as the Court deems appropriate.

GASIOROWSKI & HOLOBINKO
Attorneys for Plaintiff

R.S. GASIOROWSKI, ESQ.

DATED: March ~~30~~ 2017

CERTIFICATION PURSUANT TO R. 4:5-1

I certify that a related case Wade v. Oasis Therapeutic Life Centers Inc., Docket C-67-16 is ongoing in Superior Court, Monmouth County, Chancery Division, dealing with the legal validity of the disputed access easement. The claims in this suit were removed from that Chancery suit, and directed to be filed in the Law Division by this separate Law Division suit, by Order of Judge Cleary in Docket C-67-16. I am aware of no other related lawsuits or actions.

I certify that the foregoing statements made by me are true. I am aware that if any of the statements made by me are willfully false, I will be subject to punishment.

GASIOROWSKI & HOLOBINKO
Attorneys for Plaintiff

By: _____

Dated: March **30**, 2017

R.S. GASIOROWSKI, ESQ.

Dated: March **30**, 2017

DESIGNATION OF TRIAL COUNSEL

Pursuant to the provision of R. 4:25-4, the Court is advised that R.S. Gasiorowski, Esq. is hereby designated by plaintiffs as their trial counsel in the above captioned matter.

GASIOROWSKI & HOLOBINKO

By: _____

R.S. GASIOROWSKI, ESQ.
Attorney for Plaintiff

Dated: March **30**, 2017

JURY DEMAND

Plaintiff hereby demands trial by jury of all issues so triable.

GASIOROWSKI & HOLOBINKO
Attorneys for Plaintiff

R.S. GASIOROWSKI, ESQ.

DATED: March **30**, 2017

CERTIFICATION PURSUANT TO R. 1:38-7 (b)

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.

GASIOROWSKI & HOLOBINKO
Attorney for Plaintiff

BY: _____

R.S. GASIOROWSKI

3/30/17

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DAVISON, EASTMAN MUÑOZ
 LEDERMAN & PAONE, P.A.
 Michael J. Fasano (18421975)
 Monmouth Executive Center
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 Tel: 732-462-7170
 Fax: 732-462-8955
 Attorneys for Plaintiffs

MAR 27 2017

FILED
 MAR 16 2017
 PATRICIA DEL BUENO CLEARY, P.J.Ch.

Handwritten signature/initials

PETER WADE and SUSAN WADE,

 Plaintiffs,
 v.

OASIS THERAPEUTIC LIFE CENTERS,
 INC.,

 Defendant.

SUPERIOR COURT OF NEW JERSEY
 CHANCERY DIVISION
 MONMOUTH COUNTY

Docket No.: MON-C-67-16

CIVIL ACTION

ORDER

OASIS THERAPEUTIC LIFE CENTERS,
 INC.,

Defendant/Counterclaimant
 and Third Party Plaintiffs,

v.

NAVESINK INVESTMENTS LLC, and
 ROBERT PHILLIPS and LOREN
 PHILLIPS, JOHN DOES 1-4 (names
 being fictitious)

Third Party Defendants.

THIS MATTER having been brought before the Court, by Michael
 J. Fasano, Esq., of Davison, Eastman, Muñoz, Lederman & Paone,
 P.A., Attorneys for the plaintiffs Peter G. Wade and Susan Wade

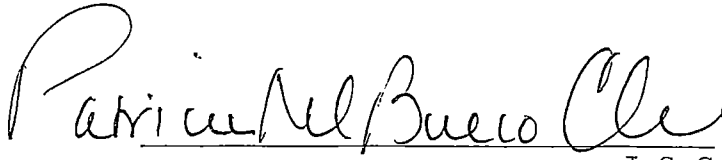
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and the court having considered the papers submitted and the arguments of parties and good cause having been shown;

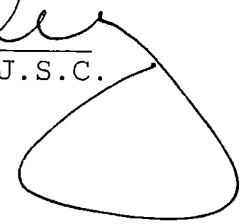
It is on this 16 day of March,
2017;

ORDERED as follows:



1. The Counterclaim and Third Party Complaint of the Defendant Oasis Therapeutic Life Centers, Inc. is hereby dismissed without prejudice.
2. Defendant Oasis Therapeutic Life Centers, Inc. shall have 20 days from the date hereof to file an Amended Answer, Counterclaim and Third Party Complaint. The remaining parties shall have 20 days from the service of the Amended Complaint upon them to file a responsive pleading to the Counterclaim and Third Party Complaint.
3. A copy of this Order shall be sent to all interested parties within 7 days of the date hereof.


J.S.C.

PATRICIA DEL BUENO CLEARY, P.J.Ch



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: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO. AMOUNT: OVERPAYMENT: BATCH NUMBER:	
	ATTORNEY / FIRM'S NAME <i>L.S. Nasiorowski, Esq.</i>		TELEPHONE NUMBER <i>732-212-9930</i>	
	FIRM NAME (if applicable) <i>GASIOROWSKI & NOLOBIN LLP</i>		COUNTY OF VENUE <i>Monmouth</i>	
	OFFICE ADDRESS <i>54 Broad St. Red Bank, NJ 07701</i>		DOCKET NUMBER (when available) <i>2-1287-17</i> DOCUMENT TYPE <i>Complaint</i> JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
NAME OF PARTY (e.g., John Doe, Plaintiff) <i>Oasis Therapeutic Life Centers, Inc.</i>		CAPTION <i>Oasis Therapeutic Life Centers Inc. v. Wade, et al</i>		
CASE TYPE NUMBER (See reverse side for listing) <i>599</i>	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input type="checkbox"/> 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? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.				
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> Yes <input type="checkbox"/> No				
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION				
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, FOR WHAT LANGUAGE?		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .				
ATTORNEY SIGNATURE: <i>[Signature]</i> <i>3/30/17</i>				

MONMOUTH COUNTY
SUPERIOR COURT
PO BOX 1269
FREEHOLD NJ 07728

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (732) 677-4240
COURT HOURS 8:30 AM - 4:30 PM

DATE: APRIL 06, 2017
RE: OASIS THERAPEUTIC LIFE CENTERS VS WADE ET AL
DOCKET: MON L -001287 17

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 DENNIS R. OBRIEN

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (732) 677-4249 EXT 4249.

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: RONALD S. GASIOROWSKI
GASIOROWSKI & HOLOBINKO
54 BROAD STREET
RED BANK NJ 07701

JUNMAL2