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Attorneys for Plaintiff, Eric Murdock

SUPERIOR COURT OF NJ  
CIVIL DIVISION  
ESSEX VINCINAGE

2013 APR -5 A 10:05

FINANCE DIVISION  
RECEIVED/FILED  
29

ERIC MURDOCK,

Plaintiff,

v.

RUTGERS, THE STATE UNIVERSITY  
OF NEW JERSEY, DR. ROBERT L.  
BARCHI, RICHARD L. McCORMICK,  
MICHAEL T. RICE TIMOTHY R.  
PERNETTI, and JOHN AND JANE DOE  
NOS. 1 through 10,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION – ESSEX COUNTY  
DOCKET NO.

Civil Action

**COMPLAINT AND  
JURY DEMAND**

Plaintiff, Eric Murdock, a resident of the State of New Jersey, by way of Complaint against Defendants, says:

**THE PARTIES**

1. Defendant, Rutgers, The State University of New Jersey (hereinafter “Rutgers” or “the University”), is an American public research university and the largest institution for higher education in the State of New Jersey. One of the University’s three campuses is located in the City of Newark, Essex County, New Jersey.
2. Defendant, Dr. Robert L. Barchi, is an employee of Rutgers, who holds the position of President of the University and has held such position since September 2012. As President, Defendant Barchi is charged with supervision of the University’s business and affairs.
3. Defendant, Richard L. McCormick, is an employee of Rutgers, who formerly held the

position of President of the University from December 2002 through approximately September 2012. As President, Defendant MrCormick was charged with supervision of the University's business and affairs during his tenure.

4. Defendant, Michael T. Rice, is a former employee of Rutgers, who held the position of Head Men's Basketball Coach until April 3, 2013, and who served as Mr. Murdock's direct supervisor at all times relevant to this lawsuit. As Head Men's Basketball Coach, Defendant Rice was charged with immediate supervision of the men's basketball program.
5. Defendant, Timothy R. Pernetti, is an employee of Rutgers, who holds the position of Director of Intercollegiate Athletics (or "Athletic Director") and who served as Defendant Rice's and Mr. Murdock's supervisor at all times relevant to this lawsuit. As Athletic Director, Defendant Pernetti is charged with supervision of the University's Athletic Department, including the men's basketball program.
6. Defendants, John and Jane Doe Nos. 1 through 10, are agents, servants and/or employees of the aforementioned defendants who acted for all pertinent purposes within the scope and course of employment and/or otherwise contributed to the wrongful and illegal conduct complained of in this Complaint.

#### **FACTS COMMON TO ALL COUNTS**

7. Mr. Murdock was employed by the defendants as Director of Player Development for Men's Basketball from approximately July 2010 through the date of his termination on July 2, 2012. Mr. Murdock was determined to be the most qualified person for the position due to his impeccable character and credentials including a long career in

- professional basketball.
8. Prior to Mr. Murdock's hiring, the Rutgers men's basketball program had previously experienced an unusually high number of embarrassing public episodes involving the poor behavior of its head coaches and mistreatment of student-athletes dating back many years.
  9. During Mr. Murdock's employment, in September 2010, the University also experienced a tragic episode in which an incoming freshman student took his life, and another student, the victim's roommate, was criminally prosecuted for bullying the victim based on his homosexuality.
  10. Following the aforementioned tragedy and pursuant to its obligations established under New Jersey's anti-bullying laws including, but not limited to, New Jersey's Anti-Bullying Bill of Rights, Rutgers instituted a new University Policy Against Verbal Assault, Harassment, Intimidation, Bullying and Defamation.
  11. Despite their obligations under New Jersey law and the University's own policy, neither the Presidents of the University, the Athletic Director nor any other University representatives took any steps to assure that the rights of the student-athlete members of the men's basketball program were protected from assault (both physical and verbal), battery, harassment, intimidation, bullying, defamation and other unlawful conduct employed by Defendant Rice.
  12. On several occasions during the course of his employment, Mr. Murdock complained to Defendant Rice and Defendant Pernetti about Defendant Rice's unlawful conduct toward the student-athletes. Having played organized basketball for his entire life, including at the highest level in the National Basketball Association, Mr. Murdock never experienced

- a coach whose behavior and treatment of his players and others crossed the line into aforementioned assaultive, abusive and other unlawful conduct.
13. Although many instances of Defendant Rice's abuse and misconduct were public, these incidents were ignored by the University and its officials.
  14. Moreover, Defendant Rice's misconduct was at all times readily available for review by Defendants Barchi, McCormick, Pernetti and others as video footage of all practices overseen by Defendant Rice are publicly available. (In fact, such video footage was released by the University to Mr. Murdock's representatives upon a simple Open Public Records Act ("OPRA") request).
  15. Mr. Murdock's employment with the University was abruptly terminated on July 2, 2012 under the false pretense that his contract with the University was not being renewed for the 2012-13 academic year.
  16. The reason offered for Mr. Murdock's termination was demonstrably pretextual as Mr. Murdock's contract had previously been renewed by the University and its representatives. Rather, the termination was the direct result of Mr. Murdock's complaints and report of Defendant Rice's unlawful conduct including, but not limited to, in violation of New Jersey's anti-bullying laws, assault (both physical and verbal), battery, harassment, intimidation, bullying and discrimination (including repeated use of hostile and insulting homophobic and racial slurs) against student-athletes, staff members and others, in violation of the University's Policy Against Verbal Assault, Harassment, Intimidation, Bullying and Defamation, and in violation of the terms of his employment with the University.

17. Following a non-employment related “incident” in June 2012 in which Defendant Rice viewed Mr. Murdock as having defied his orders (by attending a motivational talk at his son’s high school basketball camp for approximately thirty-five minutes), Defendant Rice abruptly advised Mr. Murdock that he was “fired.”
18. Subsequent communications between Mr. Murdock and Defendants Rice and Pernetti confirmed that Mr. Murdock’s employment had not been terminated.
19. During these communications between Mr. Murdock and Defendants Rice and Pernetti, these defendants were again noticed of Defendant Rice’s unlawful conduct and/or what Mr. Murdock perceived to be unlawful conduct.
20. While Defendants Rice and Pernetti “offered” to meet with Mr. Murdock to discuss the matter further, he was never given a specific date, time and place for a meeting. Instead, the next response he received from the defendants was a letter from the University terminating his employment.
21. Shortly thereafter, in July 2012, the University and its representatives were again given notice in writing regarding Defendant Rice’s unlawful conduct. While Mr. Murdock and his representatives requested a meeting with the defendants and their representatives to further discuss these issues, the matter remained unaddressed by the defendants. Under information and belief, neither the University nor its representatives conducted any investigation into Mr. Murdock’s complaints of Defendant Rice’s unlawful conduct. Instead, they chose to simply deny any wrongdoing.
22. Not until Mr. Murdock and his legal representatives further pressed the University and its representatives for an in person meeting to discuss Defendant Rice’s conduct was a

- meeting scheduled to take place on November 26, 2012 – many months after the University received initial notice of Mr. Murdock’s complaints and report.
23. During the meeting on November 26, 2012, the University and its representatives were provided, through Mr. Murdock and his representatives, with undisputed video evidence of Defendant Rice’s unlawful conduct and abuse of many student-athletes over the course of his tenure as the Head Men’s Basketball Coach. Shockingly, all of the evidence provided to the University and its representatives on November 26, 2012 had been in their possession throughout Defendant Rice’s tenure with the University. The video presentation prepared by Mr. Murdock and his representatives was compiled following receipt of such video footage from the University pursuant to OPRA. Despite having been in possession of such video footage, the University and its representatives inexplicably chose to ignore Defendant Rice’s unlawful conduct.
24. Despite their prior denials of wrongdoing by Defendant Rice (without the benefit of an investigation), on or about December 13, 2012, Defendant Rice was suspended by the University for three games without pay and fined \$50,000.00 for “violation of athletic department policy.” The suspension and fine was a direct response to the issues reported by Mr. Murdock.
25. While Mr. Murdock’s employment with the University was wrongfully terminated, Defendant Rice, whose assaultive, abusive and unlawful conduct and bullying of and discrimination against student-athletes was publicly recognized by the University, its Athletic Director, and others in December 2012, Defendant Rice remained as one of the highest compensated employees of the University and, under information and belief, the

State of New Jersey.

26. Defendants' unlawful actions and/or inactions as stated above cannot and should not be tolerated. Aside from the injury and damage to Mr. Murdock, immediate action is necessary in order to protect the interests, safety and welfare of not only those associated with the men's basketball program, but the entire Rutgers student body.

**FIRST COUNT**

**Violation of New Jersey's Conscientious Employee Protection Act  
(N.J.S.A. 34:19-1, *et seq.*)**

27. Plaintiff repeats the allegations as though fully set forth herein.
28. At all times relevant to the factual circumstances set forth above, Defendant Rutgers was an "Employer" as that term is defined in N.J.S.A. 34:19-2(a).
29. At all times relevant to the factual circumstances set forth above, Mr. Murdock was an "Employee" as that term is defined in N.J.S.A. 34:19-2(b).
30. At all times relevant to the factual circumstances set forth herein, Defendants Barchi, McCormick, Pernetti, Rice and/or John and Jane Doe Nos. 1 through 10 were Mr. Murdock's "Supervisors" as that term is defined in N.J.S.A. 34:19-2(d).
31. Over the course of his employment with Defendants, Mr. Murdock disclosed to his supervisors, including but not limited to Defendant Rice and Pernetti, that he reasonably believed that Defendant Rice was engaged in activities, policies, and practices that were in violation of a contract, law, rule, and regulation promulgated pursuant to law, and that such improper activities, policies, and practices were unlawful.
32. Rather than address the unlawful activities reported by Mr. Murdock, Defendants instead terminated Mr. Murdock's employment on July 2, 2012 because of his complaints which

- constituted “retaliatory action” by the defendants as that term is defined in N.J.S.A. 34:19-2(e).
33. Defendants’ termination of Mr. Murdock’s employment violated N.J.S.A. 34:19-1, *et seq.*, commonly known as the Conscientious Employee Protection Act (“CEPA”).
34. As a direct and proximate result of Defendants’ violation of CEPA, Mr. Murdock has suffered damages including, but not limited to humiliation, emotional distress, mental pain and anguish, and continues to suffer substantial losses in earnings, job experience, retirement benefits, and other employee benefits that he would have received absent Defendants’ unlawful conduct. Furthermore, Mr. Murdock has incurred additional costs and expenses which would not have been incurred but for Defendants’ unlawful conduct.

**SECOND COUNT**  
**Hostile Work Environment in Violation of  
New Jersey’s Law Against Discrimination  
(N.J.S.A. 10:5-1, *et seq.*)**

35. Plaintiff repeats the previous allegations as though fully set forth herein.
36. Defendants violated Mr. Murdock’s rights protected under New Jersey’s Law Against Discrimination (“NJLAD”), N.J.S.A. 10:5-1, *et seq.*, as the conditions of his employment were altered and the working environment were hostile and abusive.
37. Defendants knew or should have known of the existence of the unlawful discrimination and harassment and were required under the law to investigate, remediate and prevent it from happening again. They did not.
38. As a direct and proximate result of Defendants’ violation of NJLAD, Mr. Murdock has suffered damages including, but not limited to humiliation, emotional distress, mental

pain and anguish, and continues to suffer substantial losses in earnings, job experience, retirement benefits, and other employee benefits that he would have received absent Defendants' unlawful conduct. Furthermore, Mr. Murdock has incurred additional costs and expenses which would not have been incurred but for Defendants' unlawful conduct.

**THIRD COUNT**  
**Breach of Contract**

39. Plaintiff repeats the previous allegations as though fully set forth herein.
40. At all times relevant to this action, Defendant Rutgers has represented to employees in various writings including, but not limited to, written employment contracts, personnel policies and procedure manuals, retirement and profit-sharing plans and employee guidelines, that their employment would be based upon the defendants' good faith compliance with the law, that employees would be treated fairly and equitably, that employees would be judged on the basis of individual merit and ability, and that employees would receive just compensation for their services. These provisions and representations form part of Mr. Murdock's employment contract and relationship with the defendants.
41. On July 2, 2012, Defendant Rutgers breached Mr. Murdock's contract and wrongfully failed to judge him on the basis of merit and ability, and wrongfully and without cause discharged him.
42. As a result of Defendant's breach of contact as mentioned above, Mr. Murdock has suffered and will suffer damages.

**FOURTH COUNT**  
**Breach of Implied Covenant of Good Faith and Fair Dealing**

43. Plaintiff repeats the allegations as though fully set forth herein.
44. Mr. Murdock's employment agreement is subject to an implied covenant of good faith and fair dealing by which Defendant Rutgers promised to give full cooperation to Mr. Murdock in his performance under the employment agreement and to refrain from any act that would prevent or impede Mr. Murdock from performing under the conditions of the agreement.
45. Defendant Rutgers breached the implied covenant of good faith and fair dealing with regard to Mr. Murdock by (a) refusing to judge him strictly on the basis of his ability and merit; (b) failing and refusing to consider such merit and ability for continuing and permanent employment; (c) failing to give any consideration to Plaintiff's record of exceptional employment and service, and (d) retaliating against him for reporting the unlawful conduct of Defendant Rice.
46. As a proximate cause of Defendant's breach of the covenant of good faith and fair dealing, Mr. Murdock has suffered and continues to suffer damages.

**FIFTH COUNT**  
**Wrongful Discharge in Violation of Public Policy**

47. Plaintiff repeats the allegations as though fully set forth herein.
48. The acts and omissions of Defendants constitute a wrongful discharge in violation of public policy by which Mr. Murdock has been damaged and will continue to suffer damages.

**SIXTH COUNT**

**Negligence**

49. Plaintiff repeats the allegations as though fully set forth herein.
50. Defendants Rutgers, Barchi, McCormick, Pernetti and/or their representatives owed a duty to exercise the care and/or caution necessary to protect its student-athletes and employees from the unlawful actions of Defendant Rice.
51. Defendants Rutgers, Barchi, McCormick, Pernetti and/or their representatives knew or had reason to know of Defendant Rice's unlawful conduct and behavior by way of Mr. Murdock's complaints and reports and/or otherwise.
52. Defendants Rutgers, Barchi, McCormick, Pernetti and/or their representatives failed to exercise reasonable care in supervising Defendant Rice and in protecting the safety and welfare of its student-athletes, employees and others as detailed above.
53. As a result of Defendants' negligence as mentioned above, Mr. Murdock has been damaged and will continue to suffer damages.

**SEVENTH COUNT**

**Civil Conspiracy**

54. Plaintiff repeats the allegations as though fully set forth herein.
55. Defendants Rutgers, Barchi, Pernetti and/or their representatives pursued the common goal in terminating Mr. Murdock's employment as a result of his complaints and reports of Defendant Rice's unlawful conduct and to otherwise attack his reputation and character.
56. Defendants Rutgers, Barchi, Pernetti and/or their representatives agreed to and/or ratified the course of action taken.

57. As a proximate result of the acts agreed to and/or ratified by these Defendants, Mr. Murdock has been damaged.

**WHEREFORE**, Plaintiff Eric Murdock demands Judgment against all Defendants, and each of them, for the following:

A. Injunctive relief as follows:

1. An order compelling an immediate investigation and disciplinary action, including termination, to be taken by Defendant Rutgers University against Defendants Barchi, McCormick and Pernetti for the unlawful conduct complained of in this Complaint;
2. An order compelling Defendant Rutgers University to take prompt, appropriate and effective corrective measures, including those that affect all supervisors and personnel, to prevent the abuse, harassment, bullying and discrimination complained of in this Complaint by any employee, agent and/or representative toward any member of the University community;
3. An order requiring that Defendant Rutgers University implement a system in which prompt, appropriate and effective disciplinary action is taken against any member of the University community who engages in, teaches, trains, encourages, condones and/or tolerates the abuse, harassment, bullying and discrimination complained of in this Complaint;
4. An order enjoining Defendants from taking retaliatory action of any type against any employees for reporting Defendants' improper activities,

- policies, and/or practices believed to be in violation of contract, law, rule, and/or regulation promulgated pursuant to law;
5. Any other prospective injunctive relief that the Court finds just and appropriate under the circumstances.
- B. Compensatory damages;
  - C. Incidental damages;
  - D. Consequential damages;
  - E. Punitive and/or treble damages;
  - F. Costs of suit;
  - G. Attorneys' fees;
  - H. Interest; and
  - I. Such other and further relief as the Court deems just and equitable.

**KOZYRA & HARTZ, LLC**  
Attorneys for Plaintiff, Eric Murdock

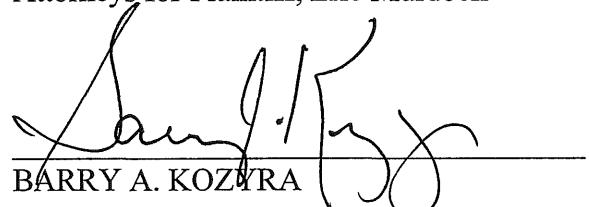
The image shows two handwritten signatures. The top signature is "BARRY A. KOZYRA" and the bottom one is "RAJ GADHOK". Both signatures are written in black ink on a white background, with the names centered between two horizontal lines.

DATED: April 4, 2013

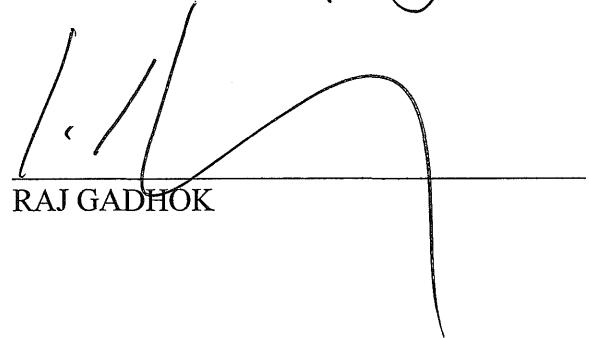
**JURY DEMAND**

Plaintiff, Eric Murdock, hereby demands a trial by jury as to all issues.

**KOZYRA & HARTZ, LLC**  
Attorneys for Plaintiff, Eric Murdock



BARRY A. KOZYRA



RAJ GADHOK

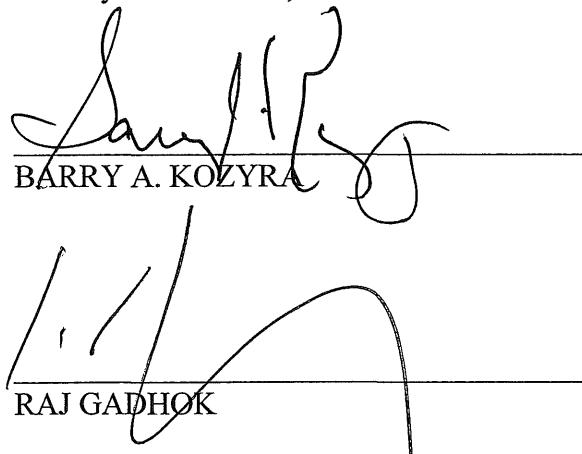
DATED: April 4, 2013

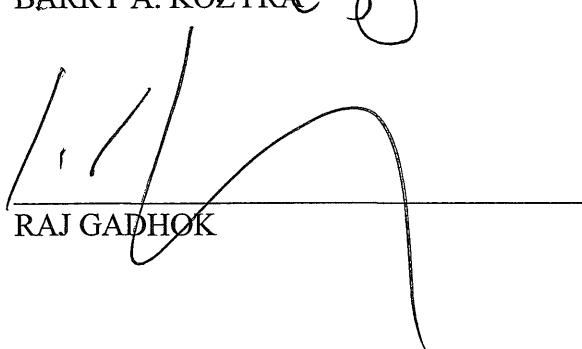
**DEMAND FOR DISCOVERY OF INSURANCE COVERAGE OR  
INDEMNIFICATION AGREEMENTS**

SUPERIOR COURT OF NJ  
CIVIL DIVISION  
ESSEX VICINAGE

Pursuant to R. 4:10-2(b), demand is made that Defendants disclose to Plaintiff's attorney whether or not there are any insurance or indemnification agreements or policies under which any person or firm carrying on an insurance or other business may be liable to satisfy part or all of a judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and provide Plaintiff's attorney with true copies of those insurance or indemnification agreements or policies, including, but not limited to, any and all declaration sheets. **This demand shall include and cover not only primary coverage, but also any and all excess, catastrophe and umbrella policies.**

**KOZYRA & HARTZ, LLC**  
Attorneys for Plaintiff, Eric Murdock

  
BARRY A. KOZYRA

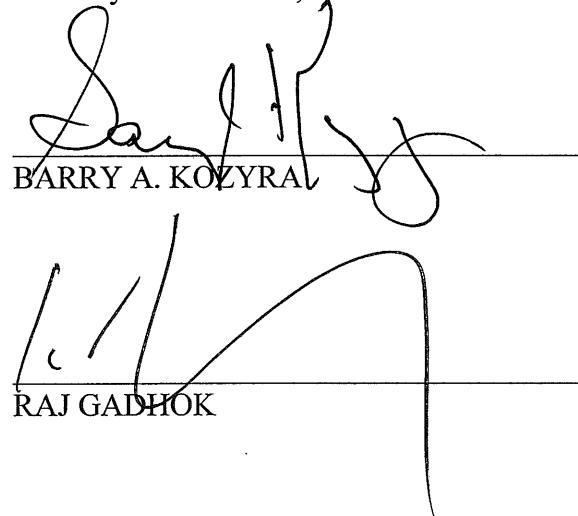
  
RAJ GADHOK

DATED: April 4, 2013

**CERTIFICATION PURSUANT TO RULE 4:5-1**

Pursuant to Rule 4:5-1, it is stated that the matter in controversy is not the subject of any other action pending in any other court or of a pending arbitration proceeding to the best of our knowledge or belief. Also, to the best of our belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading, we know of no other parties that should be joined in the above action. In addition, we recognize the continuing obligation of each party to file and serve on all parties and the Court an amended certification if there is a change in the facts stated in this original Certification.

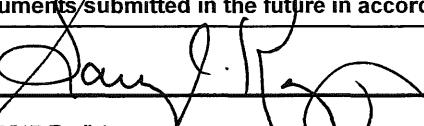
**KOZYRA & HARTZ, LLC**  
Attorneys for Plaintiff, Eric Murdock



BARRY A. KOZYRA  
RAJ GADHOK

DATED: April 4, 2013

Appendix XII-B1

	<b>CIVIL CASE INFORMATION STATEMENT (CIS)</b>		<small>SUPERIOR COURT OF NEW JERSEY CIVIL CASE INFORMATION STATEMENT (CIS)</small> <small>2013 APR 10:05</small> <small>AMOUNT: A 10:05</small> <small>PAYMENT TYPE: CK CG CA</small> <small>CHG/CK NO.: GE</small> <small>OVERPAYMENT: N/A</small> <small>RECEIVED BY CLERK: 2013 APR 10:05</small> <small>BATCH NUMBER: 2013 APR 10:05</small>
	Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1 <b>Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed</b>		
ATTORNEY / PRO SE NAME Barry A. Kozyra, Esq.		TELEPHONE NUMBER (973) 403-8344	COUNTY OF VENUE Essex
FIRM NAME (if applicable) Kozyra & Hartz, LLC		DOCKET NUMBER (when available)	
OFFICE ADDRESS 75 Eisenhower Parkway Roseland, New Jersey 07068		DOCUMENT TYPE Complaint	
		JURY DEMAND <input checked="" type="checkbox"/> YES <input type="checkbox"/> No	
NAME OF PARTY (e.g., John Doe, Plaintiff) Eric Murdock, Plaintiff		CAPTION Eric Murdock v. Rutgers, The State University of New Jersey, Dr. Robert L. Barchi, Richard L. McCormick, Michael T. Rice, Timothy R. Pernetti, et al.	
CASE TYPE NUMBER (See reverse side for listing) 616		IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <small>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.</small>	
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	
<b>THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.</b>			
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION			
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input checked="" 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 checked="" type="checkbox"/> YES <input type="checkbox"/> No			
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION NONE AT THIS TIME.			
 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	
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Will an interpreter be needed? 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 Rule 1:38-7(b).			
ATTORNEY SIGNATURE: 		4/4/13	



## CIVIL CASE INFORMATION STATEMENT (CIS)

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

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

#### **Track I - 150 days' discovery**

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

#### **Track II - 300 days' discovery**

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT – OTHER

#### **Track III - 450 days' discovery**

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

#### **Track IV - Active Case Management by Individual Judge / 450 days' discovery**

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

#### **Centrally Managed Litigation (Track IV)**

- |  |   |
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| <ul style="list-style-type: none"> <li>285 STRYKER TRIDENT HIP IMPLANTS</li> <li>288 PRUDENTIAL TORT LITIGATION</li> <li>289 REGLAN</li> <li>290 POMPTON LAKES ENVIRONMENTAL LITIGATION</li> </ul> | <ul style="list-style-type: none"> <li>291 PELVIC MESH/GYNECARE</li> <li>292 PELVIC MESH/BARD</li> <li>293 DEPUY ASR HIP IMPLANT LITIGATION</li> <li>295 ALLODERM REGENERATIVE TISSUE MATRIX</li> <li>623 PROPECIA</li> </ul> |
|--|---|

#### **Mass Tort (Track IV)**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>266 HORMONE REPLACEMENT THERAPY (HRT)</li> <li>271 ACCUTANE/ISOTRETINOIN</li> <li>274 RISPERDAL/SEROQUEL/ZYPREXA</li> <li>278 ZOMETA/AREDIA</li> <li>279 GADOLINIUM</li> </ul> | <ul style="list-style-type: none"> <li>281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL</li> <li>282 FOSAMAX</li> <li>284 NUVARING</li> <li>286 LEVAQUIN</li> <li>287 YAZ/YASMIN/OCELLA</li> <li>601 ASBESTOS</li> </ul> |
|---|--|

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