

**MARKS, O'NEILL, O'BRIEN,  
DOHERTY & KELLY, P.C.  
BY: Sean X. Kelly, Esquire - Attorney I.D.  
03456-1988  
Melissa J. Kanbayashi, Esquire  
Attorney I.D. 03078-2003  
535 Route 38 East  
Suite 501  
Cherry Hill, NJ 08002  
(856)663-4300**

**ATTORNEY FOR DEFENDANT  
AAA South Jersey, Inc.**

703-104475(SXK/MJK)

Michael A. Wilson, on behalf of himself and all  
others similarly situated

vs.

AAA South Jersey, Inc.

**SUPERIOR COURT OF NEW JERSEY  
CAMDEN COUNTY  
LAW DIVISION**

**DOCKET NO. L-4502-17**

**CIVIL ACTION**

**ANSWER TO PLAINTIFF'S  
COMPLAINT WITH AFFIRMATIVE  
DEFENSES, DESIGNATION OF  
TRIAL COUNSEL AND JURY  
DEMAND**

Defendant, AAA South Jersey, Inc., by way of Answer to plaintiff's Complaint responds  
as follows:

**PRELIMINARY STATEMENT**

1. Admitted to the extent that AAA South Jersey, Inc. offers roadside assistance and membership benefits including travel related services and information, insurance services, and financial services. Denied as to the remainder of the allegation.

2. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

3. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

4. Denied. Averments contained in this paragraph state conclusions of law to which no answer is required.

5. Denied. As to Plaintiff's damages, after reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. By way of further answer, as to Plaintiff's damages, it is specifically denied that any such damages were caused by the carelessness, recklessness, or negligence of Answering Defendant.

WHEREFORE, Defendant, AAA South Jersey, Inc., demands judgment in its favor and against all other parties.

**JURISDICTION AND VENUE**

6. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

7. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

**THE PARTIES**

8. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

9. Admitted.

10. Admitted to the extent that the website speaks for itself. Any mischaracterizations are specifically denied.

WHEREFORE, Defendant, AAA South Jersey, Inc., demands judgment in its favor and against all other parties.

**STATEMENT OF FACTS**

**Facts Common to Plaintiff and the Class**

11. Admitted to the extent that Answering Defendant provides its members with roadside assistance such as towing vehicles, changing flat tires, battery jump starts and replacements and emergency fuel delivery services. Denied as to the remainder of the allegation.

12. Admitted to the extent that the website speaks for itself. Any mischaracterizations are specifically denied.

13. Admitted to the extent that the website speaks for itself. Any mischaracterizations are specifically denied.

14. Admitted to the extent that the website speaks for itself. Any mischaracterizations are specifically denied.

15. Admitted to the extent that the website speaks for itself. Any mischaracterizations are specifically denied.

16. Admitted that Answering Defendant offers a “AAA Basic Membership”. Denied as to the remainder of the allegation.

17. Denied as stated.

18. Admitted that Answering Defendant offers a “AAA Plus Membership”. Denied as to the remainder of the allegation.

19. Admitted that Answering Defendant offers a “AAA Premier Membership”. Denied as to the remainder of the allegation.

20. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

21. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

22. Admitted to the extent that the website speak for itself. Any mischaracterizations are specifically denied.

23. Admitted to the extent that the website speaks for itself. Any mischaracterizations are specifically denied.

24. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

#### Plaintiff's Experiences

25. Admitted to the extent that Wilson is a member of AAA South Jersey with a membership number ending in 7401. Denied as to the remainder of the allegation.

26. Admitted to the extent that Wilson renewed his membership in 2016. Denied as to the remainder of the allegation.

27. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial.

28. Admitted to the extent that Wilson contacted AAA in 2017 by telephone to renew his membership. Denied as to the remainder.

29. Denied.

30. Denied.

31. Denied.

32. Denied.

#### CLASS ACTION ALLEGATIONS

33. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this

paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

34. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

35. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

36. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

37. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

a. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

b. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

c. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

d. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

e. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

f. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

g. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this

paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

38. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

39. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

40. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

WHEREFORE, Defendant, AAA of South Jersey, Inc., demands judgment in its favor and against all other parties.

### **FIRST CAUSE OF ACTION**

#### **(Breach of Contract)**

41. Answering Defendant incorporates herein by reference the statements set forth above as if same were fully set forth herein in their entirety.

42. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this



paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

43. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

44. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

45. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

46. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

47. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

48. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

49. Denied. As to Plaintiff's damages, after reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. By way of further answer, as to Plaintiff's damages, it is specifically denied that any such damages were caused by the carelessness, recklessness, or negligence of Answering Defendant.

## **SECOND CAUSE OF ACTION**

### **Violations of N.J.S.A. §56:8-1, et seq.**

50. Answering Defendant incorporates herein by reference the statements set forth in the First Count above as if same were fully set forth herein in their entirety.

51. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

52. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

53. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

54. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

55. Denied. Averments contained in this paragraph state conclusions of law to which no answer is required.

56. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

57. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

58. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

59. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

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61. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

62. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

63. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

64. Denied. After reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this

paragraph and, therefore, denies same and demands strict proof thereof at trial. The averments contained in this paragraph state conclusions of law to which no answer is required.

65. Denied. As to Plaintiff's damages, after reasonable investigation, Answering Defendant lacks sufficient knowledge or information to form a belief as to the truth of the averments contained in this paragraph and, therefore, denies same and demands strict proof thereof at trial. By way of further answer, as to Plaintiff's damages, it is specifically denied that any such damages were caused by the carelessness, recklessness, or negligence of Answering Defendant.

#### **PRAYER FOR RELIEF**

WHEREFORE, Defendant, AAA of South Jersey, Inc., demands judgment in its favor and against all other parties.

#### **AFFIRMATIVE DEFENSES**

##### **FIRST AFFIRMATIVE DEFENSE**

Plaintiff's Complaint fails to state a claim upon which relief may be granted.

##### **SECOND AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred by the applicable statute of limitations.

##### **THIRD AFFIRMATIVE DEFENSE**

Answering Defendant acted at all times reasonably and appropriately under the circumstances, non-negligently, and within all applicable standards, statutes, rules and agreements.

##### **FOURTH AFFIRMATIVE DEFENSE**

The Plaintiff's claims are barred and/or limited by their failure to mitigate and/or prevent their damages.

**FIFTH AFFIRMATIVE DEFENSE**

Answering Defendant owed no duty to the Plaintiff.

**SIXTH AFFIRMATIVE DEFENSE**

Answering Defendant performed each and every duty owed to the Plaintiff.

**SEVENTH AFFIRMATIVE DEFENSE**

Answering Defendant violated no duty or obligation owed to the Plaintiff.

**EIGHTH AFFIRMATIVE DEFENSE**

At all times relevant, Answering Defendant acted in a reasonable and appropriate manner.

**NINTH AFFIRMATIVE DEFENSE**

Answering Defendant at all times relevant complied with all applicable federal, state and local statutes, rules, regulations, agreements and/or ordinances in effect.

**TENTH AFFIRMATIVE DEFENSE**

The injuries and damages alleged in the Plaintiff's Complaint were caused wholly or partially by the negligence and/or intentional actions of the Plaintiff.

**ELEVENTH AFFIRMATIVE DEFENSE**

Plaintiff assumed the risk.

**TWELFTH AFFIRMATIVE DEFENSE**

Plaintiff were contributorily negligent.

**THIRTEENTH AFFIRMATIVE DEFENSE**

Plaintiff is barred from recovery if the negligence of Plaintiff exceeded fifty percent (50%) or exceeded the total percentage of negligence, if any, of the defendant.

**FOURTEENTH AFFIRMATIVE DEFENSE**

Plaintiffs' claims are barred or must be reduced *pro rata* due to the comparative and/or contributory negligence of the Plaintiffs.

**FIFTEENTH AFFIRMATIVE DEFENSE**

Any injuries or damages allegedly sustained by the Plaintiff was caused solely through the negligence of the Plaintiff.

**SIXTEENTH AFFIRMATIVE DEFENSE**

The negligence, if any, on the part of Answering Defendant, was not the proximate cause of any injuries or damages which may have been sustained by the Plaintiffs.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

The Plaintiff's claims are barred in whole or in part due to the Doctrines of Estoppel, Waiver and/or Latches.

**EIGHTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims for violation of the Consumer Fraud Act and otherwise for fraud are bared for failure to properly plead the specific allegations of fraud.

**NINETEENTH AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, by the doctrine of avoidable consequences.

**TWENTIETH AFFIRMATIVE DEFENSE**

Answering Defendant asserts all privileges and immunities available to it under statutory and/or common law, whether local, state or federal.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

Plaintiff's claims are barred, in whole or in part, by virtue of the doctrine of unclean hands.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

At all times relevant, Answering Defendant acted reasonably and appropriately under the circumstances, non-negligently, in compliance with any and all applicable statutes, rules and regulations, and in compliance with all applicable standards.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

Answering Defendant hereby asserts entitlement to all applicable defenses and immunities pursuant to state and federal law.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

The injuries and damages alleged in the Plaintiffs' Complaint were wholly and solely caused by the actions of the Plaintiffs and/or the Plaintiffs' agents, employees and/or representatives.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

Answering Defendants reserve the right to interpose such other defenses as discovery and investigation in this matter may disclose.

**TWENTY SIXTH AFFIRMATIVE DEFENSE**

Plaintiff does not meet the requirements of Rule 4:32-1 in order to permit the certification of this matter as a Class Action for the pursuit of this litigation.



**DEMAND FOR SERVICE OF PLEADINGS AND DISCOVERY**

Pursuant to New Jersey Rule of Court 1:5-1(A) and 4:17-4(C), the undersigned hereby makes a continuing demand that each party provide copies of any pleadings, discovery request, or other papers or response thereto.

**DEMAND FOR PRODUCTION OF DOCUMENTS**

Pursuant to R. 4:18-2, defendants hereby demand production of all documents referred to in the Complaint within five (5) days of the date of service of this demand.

**DESIGNATION OF TRIAL COUNSEL**

**PLEASE TAKE NOTICE** that pursuant to Rule 4:25-4, Sean X. Kelly, Esquire is hereby designated trial counsel.

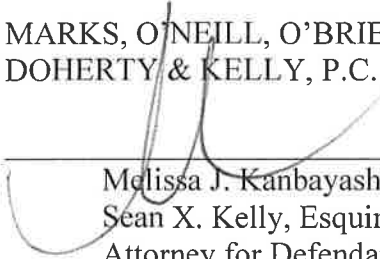
**JURY DEMAND**

Defendant, AAA South Jersey, Inc., demands a trial by jury on all issues.

**RULE 1:38-7(b) CERTIFICATION**

I certify that all confidential personal identifiers have been redacted from documents now submitted to the court and will be redacted from all documents in the future in accordance with Rule 1:38-7(b).

MARKS, O'NEILL, O'BRIEN,  
DOHERTY & KELLY, P.C.



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Melissa J. Kanbayashi, Esquire  
Sean X. Kelly, Esquire  
Attorney for Defendant,  
AAA South Jersey, Inc.

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**ATTORNEY FOR DEFENDANT  
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Michael A. Wilson, on behalf of himself and all  
others similarly situated

vs.

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SUPERIOR COURT OF NEW JERSEY  
CAMDEN COUNTY  
LAW DIVISION

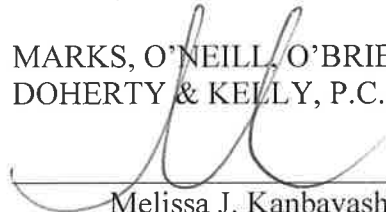
DOCKET NO. L-4502-17

CIVIL ACTION

**CERTIFICATION**

The undersigned hereby certifies that to the best of my knowledge, information and belief, the matter in controversy is not the subject of any other action pending in any other Court or of a pending Arbitration proceeding or that any other action or Arbitration is presently contemplated. I certify that the foregoing statements are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

MARKS, O'NEILL, O'BRIEN,  
DOHERTY & KELLY, P.C.



Melissa J. Kanbayashi, Esquire  
Attorney for Defendant,  
AAA South Jersey, Inc.

**MARKS, O'NEILL, O'BRIEN,  
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SUPERIOR COURT OF NEW JERSEY  
CAMDEN COUNTY  
LAW DIVISION

DOCKET NO. L-4502-17

CIVIL ACTION

**PROOF OF FILING**

The undersigned hereby certifies that on the date indicated below a copy of the attached  
Answer to Plaintiff's Complaint was electronically filed on March 2, 2018.

MARKS, O'NEILL, O'BRIEN,  
DOHERTY & KELLY, P.C.



Rosemary Kemmerle, Legal Assistant to  
Melissa J. Kanbayashi, Esquire and  
Sean X. Kelly, Esquire  
Attorney for Defendant,  
AAA South Jersey, Inc.

Date: \_\_\_\_\_

3/2/18

# Civil Case Information Statement

**Case Details: CAMDEN | Civil Part Docket# L-004502-17**

**Case Caption:** WILSON MICHAEL VS AAA SOUTH JERSEY, IN C.

**Case Initiation Date:** 11/21/2017

**Attorney Name:** MELISSA J KANBAYASHI

**Firm Name:** MARKS O'NEILL O'BRIEN DOHERTY & KELLY

**Address:** 535 ROUTE 38 EAST SUITE 501

CHERRY HILL NJ 08002

**Phone:**

**Name of Party:** DEFENDANT : AAA SOUTH JERSEY, INC.

**Name of Defendant's Primary Insurance Company**

(if known): Chubb

**Case Type:** OTHER

**Document Type:** Answer

**Jury Demand:** YES - 12 JURORS

**Hurricane Sandy related?** NO

**Is this a professional malpractice case?** NO

**Related cases pending:** NO

**If yes, list docket numbers:**

**Do you anticipate adding any parties (arising out of same transaction or occurrence)?** NO

**THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE**

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

**Do parties have a current, past, or recurrent relationship?** YES

**If yes, is that relationship:** Business

**Does the statute governing this case provide for payment of fees by the losing party?** 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?** NO

**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** 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 *Rule 1:38-7(b)*

03/02/2018

Dated

/s/ MELISSA J KANBAYASHI

Signed