

COPY

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**COLE SCHOTZ P.C.**

Court Plaza North

25 Main Street

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Hackensack, New Jersey 07602-0800

201-489-3000

201-489-1536 Facsimile

Attorneys for Plaintiff, Alejandro Zaera-Polo

**FILED**

MAY 24 2016

SUPERIOR COURT OF NJ  
MERCER VICINAGE  
CIVIL DIVISION

ALEJANDRO ZAERA-POLO,

Plaintiff,

v.

THE TRUSTEES OF PRINCETON  
UNIVERSITY, CHRISTOPHER L.  
EISGRUBER, individually and as President of  
Princeton University, DEBORAH A.  
PRENTICE, individually and as Dean of the  
Faculty of Princeton University, and John and  
Jane Does 1-20,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: MERCER COUNTY  
DOCKET NO. *HER-2-1093-16*

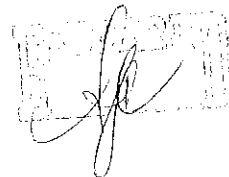
Civil Action

**COMPLAINT**

Plaintiff Alejandro Zaera-Polo ("Plaintiff"), by way of Complaint against defendants, The Trustees of Princeton University ("Trustees"), Christopher L. Eisgruber, individually and as President of Princeton University ("Eisgruber"), and Deborah A. Prentice, individually and as Dean of the Faculty of Princeton University ("Prentice"), and John and Jane Does 1-20 (collectively, "Defendants"), states and alleges as follows:

**INTRODUCTION**

1. This is an action for breach of contract, breach of the implied covenant of good faith and fair dealing, tortious interference with prospective economic advantage, trade libel, and defamation.



## THE PARTIES

2. Plaintiff is an internationally renowned architect. He co-founded Alejandro Zaera-Polo and Marder Llaguno Architecture, based in London, Lugano, and New York. He is a professor at Princeton University's ("Princeton") School of Architecture and previously served as the Dean of that school. He has published extensively in the field of architecture. He resides in Princeton, New Jersey.

3. Upon information and belief, Trustees is a not-for-profit educational corporation organized and existing under the laws of the State of New Jersey.

4. At all relevant times, Eisgruber was the President of Princeton. Upon information and belief, Eisgruber resides in Princeton, New Jersey.

5. At all relevant times, Prentice was the Dean of the Faculty of Princeton. Upon information and belief, Prentice resides in Princeton, New Jersey.

6. Defendants John and Jane Does 1-20 may be current and former students and senior faculty at Princeton's School of Architecture, and/or other individuals who participated in, or were complicit with, the conduct complained of herein.

## FACTS COMMON TO ALL COUNTS

7. Plaintiff maintains an internationally recognized architecture practice. He has served on the faculty of Princeton's School of Architecture since 2009, following a professorship at Yale University School of Architecture and other prominent academic posts. He is the recipient of numerous awards and the author of many publications in the field of architecture.

8. Plaintiff was appointed Dean of Princeton's School of Architecture in 2012.

9. In 2013, Plaintiff was one of a number of intellectuals invited to collaborate in the 2014 Venice Architecture Biennale (the "Biennale"), curated by renowned architect and Harvard University Professor Rem Koolhaas. The Biennale is a prestigious international art and

architecture festival. One of the core exhibitions was titled, “Elements of Architecture.” Based on his prior work in the field, including a widely recognized work titled “The Politics of the Envelope,” Plaintiff was invited to contribute to an exhibition on facades to the “Elements of Architecture” exhibit. He was also invited prepare an accompanying chapter to the exhibition catalog designed for the public. The catalog was to be followed by a second, academically-oriented publication covering the same topics. Plaintiff accepted that invitation.

10. On August 3, 2014, an anonymous posting was made on “Architect,” an on-line discussion forum (the “August Posting”). The August Posting stated:

Word at Princeton is that Alejandro Zaera-Polo, dean of the School of Architecture, has been formally accused of plagiarism to the University by a group of students. The texts in question are all associated with his contribution to this year's Venice Biennale. In interviews, Rem practically disowned AZP's part of the show, a research exhibition on facades. The Princeton SoA website has a summary of it up now. Supposedly large portions of his text were plagiarized verbatim; this offense normally gets serious academic review and possibly could have him removed as dean. We'll see soon enough. What's even more shocking is that the source that he is accused of plagiarizing is Wikipedia (!). He is obviously not an academic, but, I mean, come on. Wikipedia?

11. Much of the information contained in the August Posting is patently false. The posting could only have been made by a person associated with Princeton – one or more of the John or Jane Does.

12. Upon information and belief, John and Jane Does 1 through 20 misused private data and other information and spread false and malicious rumors and confidential information at Princeton, to members of the professional academic architectural community, and to the press, including a New York Times reporter, Ariel Kaminer.

13. On October 1, 2014, defendant Eisgruber demanded Plaintiff's resignation as Dean of Princeton's School of Architecture effective immediately, and Dean Prentice

contemporaneously demanded that Plaintiff prematurely notify third-parties of the allegations against him. The press release by Princeton in connection with Plaintiff's resignation (the "2014 Press Release") cited a desire to "devote greater attention to [Plaintiff's] research and other professional activities." However, in the face of the August Posting, Plaintiff's resignation was widely interpreted as an admission of wrongdoing, including encouraging Kaminer to continue her investigations. Plaintiff had specifically warned Eisgruber that the resignation would be so interpreted and implored Eisgruber to defer any decision concerning Plaintiff's retention of his deanship until a proper investigation had been completed, but Eisgruber refused. Furthermore, as will be further alleged through an amended pleading filed under seal, or with the authorization of the Court, the actions of Eisgruber and Prentice were improperly based on confidential information.

14. On or about February 23, 2015, Prentice, on behalf of Princeton, sent a letter to Biennale curator Rem Koolhaas (the "February 23 Letter") that reported Princeton's false assertions concerning Plaintiff. Plaintiff will specify the details of the February 23 Letter in discovery and/or through an amended pleading filed under seal, or with the authorization of the Court.

15. In light of the August Posting, the February 23 Letter, Princeton's inexplicably urgent and unprecedented demand for Plaintiff's immediate resignation (which had the effect not only of tending to credit the August Posting but also raised false rumors of sexual or financial misconduct), and the continued rumors circulating concerning the aforesaid allegations, Plaintiff had no choice but to attempt to mitigate the substantial damage being done to his reputation. To this end, in March 2015, Plaintiff released a statement (the "March Statement") to clarify the reasons for his sudden resignation as Dean of Princeton's School of Architecture, to the extent he

could without breaching the confidentiality obligations to which he was bound as a member of Princeton's faculty.

16. Princeton immediately responded to Plaintiff's March Statement with a press release (the "March Press Release") that stated:

While we normally do not comment on personnel matters, we do need to point out that Professor Zaera-Polo's statement regarding the circumstances surrounding his resignation as dean of the School of Architecture is inaccurate and incomplete. He was asked to step down in large measure because of statements he made in writing that indicated he was unfamiliar with the University's policies on plagiarism and that he may have directed his collaborators to breach the rules of the University.

17. The statements made by Princeton in the March Press Release disputing the accuracy and completeness of Plaintiff's March Statement – but failing to completely disclose the reasons for Eisgruber's request that Plaintiff immediately step down – not only exacerbated confidentiality breaches from within Princeton (the statements made in writing were confidential and nonetheless deliberately, but only partially, disclosed) but also spurred further rumors surrounding the aforesaid allegations.

18. Since the allegations against Plaintiff first emerged, Plaintiff has been precluded by Princeton's rules from disseminating corrective information disproving the allegations against him and concerning defects in the process by which those allegations were addressed. Indeed, additional information relevant to this lawsuit is not pleaded in this complaint out of an abundance of caution, to avoid any appearance of violating those rules. For the sake of transparency, Plaintiff has requested the public release of all information and documentation concerning these allegations, but Defendants have objected to the release of same.

19. Despite numerous requests, Defendants have also refused to authorize a full and independent expert investigation of this matter. Plaintiff sought such an independent

investigation because internal committees report to defendants Eisgruber and/or Prentice, whose conduct Plaintiff has challenged and challenges herein. These facts and related matters shall be described in greater detail through an amended pleading filed under seal, or with the authorization of the Court.

20. Despite Plaintiff's utmost compliance with Princeton's confidentiality rules, Defendants have failed to maintain or ensure confidentiality, and have, upon information and belief, failed to investigate breaches of the process (in stark contrast to their aggressive treatment of Plaintiff), made use of information illicitly obtained through data breaches, and otherwise failed to comply with Princeton's rules. Moreover, Eisgruber and Prentice acted prematurely, negligently and/or recklessly in a manner that seemingly confirmed the widespread, false, and damaging public rumors concerning Plaintiff. Defendants' actions and failures to act have resulted in significant damages to Plaintiff's business and to his reputation, including the loss of lucrative and prestigious professional and academic opportunities.

21. Adding insult to injury, Defendants have fostered a hostile environment toward Plaintiff at Princeton. For example, Princeton relocated Plaintiff to a shared office in a basement, contrary to Princeton's policy granting full, senior professors individual offices, generally on the ground floor. Princeton hired an alternate lecturer on building facades (Plaintiff's expertise) and scheduled that course to conflict exactly with Plaintiff's course on the same subject. Princeton even failed to list Plaintiff's course in its course catalogue during Spring 2015.

22. Absent the public release of all information concerning the allegations against Plaintiff and the process by which those allegations were addressed, Plaintiff will be unable to publically defend his reputation and mitigate the damage that has been done, and continues to be

done, to his personal, academic, and professional reputation, or address the hostile environment that has been created by some of the Defendants, interfering with Plaintiff's efforts to continue his normal duties as a member of the faculty.

**FIRST COUNT**  
**(Breach of Contract)**

23. Plaintiff repeats and realleges the allegations contained in the preceding paragraphs of the Complaint as if set forth at length herein.

24. Plaintiff and Trustees entered into a valid and enforceable agreement pursuant to which Plaintiff was employed as a faculty member of Princeton. By virtue of that agreement, the parties were bound by Princeton's rules.

25. For example, Chapter V.G of the Rules and Procedures of the Faculty of Princeton University requires, among other things:

(a) "The procedures adopted for dealing with possible incidents of misconduct must be sensitive to the personal reputations and careers of the person bringing the allegation of misconduct, or the person against whom the allegation is directed, and of others caught up in the events."

(b) "Confidentiality in the proceedings has to be respected throughout, to the maximum extent possible."

(c) "Procedures must be expeditious and fair."

(d) Any allegations against respondent must be laid out "in full" with respondent being given a full opportunity to respond.

(e) "Any comments on the report by the respondent will be considered by the Dean before the final decision is made."

26. Plaintiff performed all of his obligations under the parties' agreement and the attendant rules.

27. Defendants breached their obligations under the parties' agreement and the attendant rules. According to those same rules, the majority of the facts establishing Defendants' breach are confidential. Plaintiff will specify those facts to Defendants in discovery and/or through an amended pleading filed under seal, or with the authorization of the Court, but the breaches include not only failure to observe confidentiality requirements but also misuse of private information and breaches of Princeton's rules.

28. As a direct and proximate cause of Defendants' wrongful conduct, including Defendants' refusal to release to the public certain information relating to the aforesaid allegations, Plaintiff has and will continue to suffer damages in an amount to be established at trial.

**WHEREFORE**, Plaintiff, Alejandro Zaera-Polo, hereby demands judgment against Defendants Trustees of Princeton University, Christopher L. Eisgruber, Deborah A. Prentice, and John and Jane Does 1-10, as follows:

A. An Order directing the public release of all documents and information related to the aforesaid allegations against Plaintiff and any actions taken by the parties in connection therewith, including information obtained through discovery in this action;

B. Damages;

C. Punitive Damages;

D. Attorney's fees and costs of suit; and

E. Such other and further relief as the Court deems just, proper, and equitable.



**SECOND COUNT**  
**(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

29. Plaintiff repeats and realleges the allegations contained in the preceding paragraphs of the Complaint as if set forth at length herein.

30. An implied covenant of good faith and fair dealing exists in all contracts in the State of New Jersey, including the employment agreement between Plaintiff and Trustees.

31. Through Defendants' conduct, as aforesaid, including, without limitation, the failure to comply with Princeton's rules, Defendants have breached the covenant of good faith and fair dealing implied in the employment agreement between Plaintiff and Trustees and, in bad faith, deprived Plaintiff of the benefit of his bargain.

32. As a direct and proximate cause of Defendants' bad faith actions and breaches of the implied covenant of good faith and fair dealing, Plaintiff has and will continue to suffer damages in an amount to be established at trial.

**WHEREFORE**, Plaintiff, Alejandro Zaera-Polo, hereby demands judgment against Defendants Trustees of Princeton University, Christopher L. Eisgruber, Deborah A. Prentice, and John and Jane Does 1-10, as follows:

A. An Order directing the public release of all documents and information related to the aforesaid allegations against Plaintiff and any actions taken by the parties in connection therewith, including information obtained through discovery in this action;

B. Damages;

C. Punitive Damages;

D. Attorney's fees and costs of suit; and

E. Such other and further relief as the Court deems just, proper, and equitable.

**THIRD COUNT**  
**(Tortious Interference with Contract and Prospective Economic Advantage)**

33. Plaintiff repeats and realleges the allegations contained in the preceding paragraphs of the Complaint as if set forth at length herein.

34. Defendants' actions have interfered with Plaintiff's professional and academic engagements and his reasonable expectation of future professional and academic engagements.

35. But for Defendants' wrongful actions, Plaintiff had a reasonable expectation of additional professional and academic opportunities that he has now lost. Upon information and belief, Plaintiff will continue to lose such opportunities until all information and documents concerning the allegations are publically released.

36. Defendants acted intentionally, with full knowledge of the potential consequences to Plaintiff's reputation, and without justification or excuse. Defendants, including Eisgruber and Prentice, have further acted to shield themselves and Trustees from public scrutiny of their conduct in a manner to be described in greater detail through an amended pleading filed under seal, or with the authorization of the Court.

37. As a result of Defendants' wrongful conduct, including Defendants' refusal to release to the public certain information relating to the aforesaid allegations, Plaintiff has and will continue to suffer damages in an amount to be established at trial.

**WHEREFORE**, Plaintiff, Alejandro Zaera-Polo, hereby demands judgment against Defendants Trustees of Princeton University, Christopher L. Eisgruber, Deborah A. Prentice, and John and Jane Does 1-10, as follows:

A. An Order directing the public release of all documents and information related to the aforesaid allegations against Plaintiff and any actions taken by the parties in connection therewith, including information obtained through discovery in this action;

- B. Damages;
- C. Punitive Damages;
- D. Attorney's fees and costs of suit; and
- E. Such other and further relief as the Court deems just, proper, and equitable.

**FOURTH COUNT**  
**(Trade Libel)**

38. Plaintiff repeats and realleges the allegations contained in the preceding paragraphs of the Complaint as if set forth at length herein.

39. By virtue of the foregoing, and additional facts that are not pleaded herein out of an abundance of caution due to Princeton's rules but which will be set forth in discovery or in an amended pleading filed under seal or publically with the Court's authorization, Defendants have made false statements and/or republished false statements that cast aspersions on Plaintiff in his profession.

40. Defendants published and/or republished matters derogatory to Plaintiff's business that are of a kind designed to prevent others from dealing with Plaintiff and to interfere with his professional relationships with others, including academic institutions and prospective architectural clients.

41. Defendants' actions and statements have played, and threaten to play, a material part in inducing others not to deal with Plaintiff.

42. As a result of Defendants' wrongful conduct, including, among other things, Defendants' refusal to release to the public all documents and information relating to the aforesaid allegations, and Defendants' refusal to authorize an independent investigation and related matters to be described in greater detail through an amended pleading filed under seal, or

with the authorization of the Court, Plaintiff has and will continue to suffer damages in an amount to be established at trial.

**WHEREFORE**, Plaintiff, Alejandro Zaera-Polo, hereby demands judgment against Defendants Trustees of Princeton University, Christopher L. Eisgruber, Deborah A. Prentice, and John and Jane Does 1-10, as follows:

A. An Order directing the public release of all documents and information related to the aforesaid allegations against Plaintiff and any actions taken by the parties in connection therewith, including information obtained through discovery in this action;

B. Damages;

C. Punitive Damages;

D. Attorney's fees and costs of suit; and

E. Such other and further relief as the Court deems just, proper, and equitable.

**FIFTH COUNT**  
**(Defamation)**

43. Plaintiff repeats and realleges the allegations contained in the preceding paragraphs of the Complaint as if set forth at length herein.

44. Defendants published and/or republished false and defamatory statements concerning Plaintiff.

45. Upon information and belief, Defendants published and/or republished these false and defamatory statements without justification, in reckless disregard of the statements' falsity and/or negligently.

46. As a result of Defendants' wrongful conduct, including, among other things, Defendants' refusal to release to the public all documents and information relating to the aforesaid allegations, and Defendants' refusal to authorize an independent investigation of the

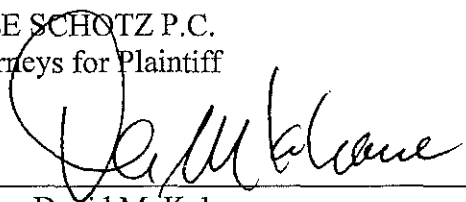
allegations and related matters to be described in greater detail through an amended pleading filed under seal, or with the authorization of the Court, Plaintiff has and will continue to suffer damages in an amount to be established at trial.

**WHEREFORE**, Plaintiff, Alejandro Zaera-Polo, hereby demands judgment against Defendants Trustees of Princeton University, Christopher L. Eisgruber, Deborah A. Prentice, and John and Jane Does 1-10, as follows:

- A. An Order directing the public release of all documents and information related to the aforesaid allegations against Plaintiff and any actions taken by the parties in connection therewith, including information obtained through discovery in this action;
- B. Damages;
- C. Punitive Damages;
- D. Attorney's fees and costs of suit; and
- E. Such other and further relief as the Court deems just, proper, and equitable.

COLE SCHOTZ P.C.  
Attorneys for Plaintiff

By: \_\_\_\_\_

  
David M. Kohane  
David S. Gold

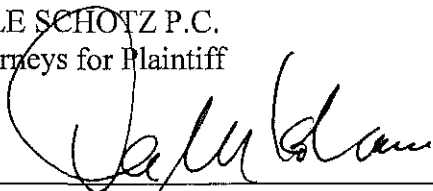
DATED: May 24, 2016

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to the provisions of Rule 4:25-4, this court is hereby advised that David M. Kohane is designated as trial counsel for Plaintiff.

COLE SCHOTZ P.C.  
Attorneys for Plaintiff

By: \_\_\_\_\_

  
David M. Kohane

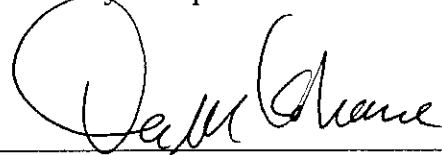
DATED: May 24, 2016

**CERTIFICATION**

I certify that the foregoing matter in controversy is not the subject of a pending action or arbitration proceeding, nor is any action or arbitration proceeding contemplated at this time. I further certify that, to the best of my knowledge, no other parties need be joined in this matter.

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).

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






---

David M. Kohane

DATED: May 24, 2016

# COPY

Appendix XII-B1

	<b>CIVIL CASE INFORMATION STATEMENT</b> <b>(CIS)</b>		<b>FOR USE BY CLERK'S OFFICE ONLY</b>		
	Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> <b>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</b>		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO. _____ AMOUNT: _____ OVERPAYMENT: _____ BATCH NUMBER: _____		
	ATTORNEY / PRO SE NAME DAVID M. KOHANE, ESQ.		TELEPHONE NUMBER (201) 489-3000	COUNTY OF VENUE Mercer	
	FIRM NAME (if applicable) COLE SCHOTZ P.C.		DOCKET NUMBER (when available) MER-L-1093-16	DOCUMENT TYPE COMPLAINT JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
OFFICE ADDRESS 25 MAIN STREET - COURT PLAZA NORTH HACKENSACK, NEW JERSEY 07601					
NAME OF PARTY (e.g., John Doe, Plaintiff) ALEJANDRO ZAERA-POLO, (Plaintiff)		CAPTION Alejandro Zaera-Polo v. The Trustees of Princeton University, Christopher L. Eisgraber, et al. (See Rider)			
CASE TYPE NUMBER (See reverse side for listing) 599	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" 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 checked="" type="checkbox"/> Yes <input 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/Unknown <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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION  <div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;">                     FILED                      MAY 24 2016                      SUPERIOR COURT OF NJ                      MERCER VICINAGE                      CIVIL DIVISION                 </div>					
 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: 					





# 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

### Multicounty Litigation (Track IV)

- |                                        |                                                           |
|----------------------------------------|-----------------------------------------------------------|
| 271 ACCUTANE/ISOTRETINOIN              | 290 POMPTON LAKES ENVIRONMENTAL LITIGATION                |
| 274 RISPERDAL/SEROQUEL/ZYPREXA         | 291 PELVIC MESH/GYNECARE                                  |
| 278 ZOMETA/AREDIA                      | 292 PELVIC MESH/BARD                                      |
| 279 GADOLINIUM                         | 293 DEPUY ASR HIP IMPLANT LITIGATION                      |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 295 ALLODERM REGENERATIVE TISSUE MATRIX                   |
| 282 FOSAMAX                            | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS       | 297 MIRENA CONTRACEPTIVE DEVICE                           |
| 286 LEVAQUIN                           | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR              |
| 287 YAZ/YASMIN/OCELLA                  | 300 TALC-BASED BODY POWDERS                               |
| 288 PRUDENTIAL TORT LITIGATION         | 601 ASBESTOS                                              |
| 289 REGLAN                             | 623 PROPECIA                                              |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category  Putative Class Action  Title 59