

PARTIES

1. Plaintiff Richard Halvorson is an adult citizen and resident of the State of New Jersey, Atlantic County. At all times material to this Complaint, Plaintiff resided in the State of New Jersey. Plaintiff was a minor during the incidents described herein.

2. At all times material, the National Boy Scouts of America Foundation d/b/a The Boy Scouts of America (“BSA”) was and is a congressionally chartered corporation, authorized to do business in New Jersey, with its principal place of business located at 1325 West Walnut Hill Lane, Irving, Texas 75038.

3. This court has personal jurisdiction over BSA based on its contacts with New Jersey relating to the subject matter of this action and because BSA has continuous and systematic contacts throughout the State of New Jersey including, but not limited to, Atlantic County. On information and belief, members of BSA continuously communicate with members that reside and are citizens of the State of New Jersey.

4. At all times material, Defendant Jersey Shore Council, Inc., Boy Scouts of America (“JSC”) was and continues to be a non-profit corporation authorized to conduct business and conducting business in the state of New Jersey, with its principal place of business at 1518 Ridgeway Road, Toms River, New Jersey 08755. Upon information and belief, Atlantic Area Council, Inc., Boy Scouts of America, a/k/a Atlantic Area Council No. 331, merged with Ocean City Council to create the Jersey Shore Council, Inc., Boy Scouts of America, in 1992. Under the doctrine of de facto merger, Defendant JSC is liable for the negligence of Atlantic Area Council, Inc., Boy Scouts of America, a/k/a Atlantic Area Council No. 331. Defendant JSC is a wholly owned subsidiary of Defendant BSA.

5. JSC is a resident of the State of New Jersey because its principal place of business

is in the State.

6. The Defendant ABC ENTITY, its priests, reverends, teachers, deacons, directors, officers, employees, agents, servants, representatives, and/or volunteers, is a fictitious name of an entity believed to have employed and/or supervised Angelo “Skip” Dellomo (“Dellomo”).

7. The Defendants JOHN DOES 1-5, individually, and in their capacity as a former director, officer, employee, agent, servant, representative and/or volunteer of the defendants, are persons whose identities are unknown to Plaintiff.

8. Venue is proper in this county pursuant to New Jersey Court Rule 4:3-2 because the Defendants are doing business within Atlantic County, Defendant JSC resides in Atlantic County, and events that gave rise to this action occurred within Atlantic County.

NEW LAWS

9. Recently, New Jersey passed into law Bills S477 and A3648, which became effective December 1, 2019. These new laws extend the statute of limitations in civil actions for sexual abuse claims, as well as created a two (2) year window for parties to bring previously time-barred actions based on sexual abuse. The new laws also expand the categories of potential defendants in civil actions and permit retroactive application of standards of liability to past acts of abuse for which liability did not previously exist. The said new laws apply to the parties herein.

FACTUAL ALLEGATIONS

10. In approximately the 1980s, Angelo “Skip” Dellomo (hereinafter “Dellomo”) was an adult leader and scoutmaster of Boy Scout Troop No. 6 in Atlantic Area Council No. 331 in Atlantic County, New Jersey. At all times material, Dellomo remained under the direct supervision, employ, and control of Defendants. Defendants placed Dellomo in positions where he had access to and worked with children as an integral part of his work.

11. Plaintiff was a youth member of Troop No. 6 in the 1980s and came into contact with Dellomo as an agent and representative of Defendants.

12. Plaintiff participated in youth activities and scouting activities as a part of Troop 6. Through his participation in these activities, Plaintiff developed great admiration, trust and respect for scouting and came to know and trust Dellomo as his scoutmaster, a mentor, and authority figure.

13. During and through these activities, Plaintiff, as a minor and vulnerable child, was dependent on Defendants and Dellomo. Defendants had custody of Plaintiff and accepted the entrustment of Plaintiff and, therefore, had responsibility for Plaintiff and authority over Plaintiff.

14. From approximately 1981 to 1983, when Plaintiff was approximately 10 to 11 years old, Dellomo engaged in unpermitted sexual contact with Plaintiff.

15. Plaintiff's relationship to Defendants and Dellomo, as a vulnerable child and scout, was one in which Plaintiff was subject to the ongoing influence of Defendants and Dellomo, Plaintiff's abuser.

16. Prior to the sexual abuse of Plaintiff, Defendants learned or should have learned that Dellomo was not fit to work with children.

17. Defendants, by and through their agents, servants and/or employees, became aware, or should have become aware of Dellomo's propensity to commit sexual abuse and of the risk to Plaintiff's safety. At the very least, Defendants knew or should have known that they did not have sufficient information about whether or not their leaders and people working in scouting within the Council were safe.

18. Defendants negligently or recklessly believed that Dellomo was fit to work with children and/or that any previous problems he had were fixed or cured; that Dellomo would not

sexually molest children and that Dellomo would not injure children; that Dellomo would not hurt children; failed to impose reasonable measures to protect the health, safety, and well-being of Plaintiff; and/or was negligent in the hiring, supervision, control and retention of Dellomo.

19. By holding Dellomo out as safe to work with children, and by undertaking the custody, supervision, and/or care of the minor Plaintiff, each Defendant entered into a fiduciary relationship with the minor Plaintiff. As a result of Plaintiff being a minor, and by Defendants undertaking the care and guidance of the then vulnerable minor Plaintiff, Defendants held a position of empowerment over Plaintiff.

20. Further, Defendants, by holding themselves out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. This empowerment prevented the then minor Plaintiff from effectively protecting himself and Defendants thus entered into a fiduciary relationship with Plaintiff.

21. Each Defendant had a special relationship with Plaintiff.

22. Defendants have known for decades that sexual predators had infiltrated scouting, desiring positions around children, due in part to their sexual interest in children. Defendants knew or should have known of the danger that pedophiles presented to children participating in scouting before Plaintiff was abused.

23. Defendants' own "Ineligible Volunteer Files," including a subcategory referred to as the "Perversion Files," collected and maintained in secrecy for at least 70 years, reveal that pedophiles are drawn to scouting and that the Boy Scouts is a sanctuary for child molesters.

24. Defendants' "Perversion Files" demonstrate that the Boys Scouts are aware, and have been aware that pedophiles are attracted to scouting, the distinctive characteristics of scouting render scouts particularly susceptible to pedophiles who are given authority, and the actual and

apparent authority of persons who serve in scoutmaster roles are used by pedophiles to sexually abuse young scouts in and out of scouting.

25. In 2012, Defendant BSA was ordered to disclose the Ineligible Volunteer Files of 1247 alleged child sexual abusers who worked for the Boy Scouts of America between 1965 and 1985 by the Oregon Supreme Court. BSA continues to conceal information about the ineligible volunteers that have been disclosed and the files of, and information about, ineligible volunteers not included in the 2012 release. As a result, children are at risk of being sexually molested.

26. Specifically, in 2019 Dr. Janet Warren, a professor of psychiatry and neurobehavioral sciences employed at the Institute of Law, Psychiatry and Public Policy at the University of Virginia, and who is contracted by BSA to review all of the Ineligible Volunteer Files beginning in 1944 through 2016, testified that BSA knew about 7,819 perpetrators who they believed had been involved in sexually abusing a child. A review of the BSA files revealed identification of 12,254 victims.

27. Upon information and belief, prior to and since 2012, Defendants failed to report multiple allegations of sexual abuse of children by their agents to the proper civil authorities. As a result, children continue to be at risk of being sexually molested.

28. Defendants continue to conceal important information about the agents and volunteers accused of sexual misconduct with minors. As a result, children are at risk of being sexually molested.

29. Defendants knew or should have known that scouting attracts pedophiles because a) by requiring overnight trips in order to participate, scouting provides a pedophile with access to boys who are alone and away from their parents in secluded settings; b) scouting provides opportunities for a pedophile to sexually abuse a boy by getting him in situations where the boy

has to change clothing or spend the night with him; c) a pedophile given authority in scouting can volunteer for, and have access to, boys of only a certain age or age range; d) scouting cloaks scoutmasters with authority that gives scoutmasters the ability to exploit trust and groom parents and scouts to sexually abuse scouts in and out of scouting; e) scouting conditions boys to the concept of strict obedience to the scout authority and a bonding mechanism that pedophiles are known to exploit; f) scouting promotes the idea of secret ceremonies, rituals and loyalty oaths, all of which help facilitate a pedophile's efforts to keep victims silent and compliant; g) scouting provided insufficient oversight and supervision to scoutmasters enabling them to isolate with scouts; and h) at the time of the Plaintiff's abuse, background checks were not conducted or insufficient.

30. Defendants knew or should have known that Dellomo was a danger to children before Dellomo sexually assaulted Plaintiff.

31. Defendants owed Plaintiff a duty of reasonable care because they had superior knowledge about the risk that Dellomo posed to Plaintiff, the risk of abuse in general in its programs and/or the risk that their facilities posed to minor children.

32. Defendants knew or should have known that there was a risk of child sex abuse for children participating in scouting programs and activities. At the very least, Defendants knew or should have known that they did not have sufficient information about whether or not there was a risk of child sex abuse for children participating in scouting programs and activities.

33. Defendants knew or should have known that Defendants had numerous agents who had sexually molested children. Defendants knew or should have known that child molesters have a high rate of recidivism. Defendants knew or should have known that some of the leaders and people working in scouting were not safe and that there was a specific danger of child sex abuse

for children participating in their youth programs.

34. Instead, Defendants negligently deemed that Dellomo was fit to work with children and/or that any previous problems were fixed or cured and/or that Dellomo would not sexually assault children and/or that Dellomo would not injure children.

35. Defendants owed a duty to Plaintiff to protect Plaintiff from harm because Defendants' actions created a foreseeable risk of harm to Plaintiff. As a vulnerable child participating in the programs and activities Defendants offered to minors, Plaintiff was a foreseeable victim. As a vulnerable child who Dellomo had access to through Defendants' facilities and programs, Plaintiff was a foreseeable victim.

36. Defendants also breached their duty to Plaintiff by actively maintaining and employing Dellomo in a position of power and authority through which Dellomo had access to children, including Plaintiff, and power and control over children, including Plaintiff.

37. Defendants also breached their duty to Plaintiff by failing to warn Plaintiff and Plaintiff's family of the risk that Dellomo posed and the risks of child sexual abuse in Boy Scouts. They also failed to warn them about any of the knowledge that Defendants had about child sexual abuse.

38. As a result of Defendants' negligence as described herein, Plaintiff has suffered, and will continue to suffer, great pain of mind and body, severe and permanent emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, humiliation, physical, personal and psychological injuries. Plaintiff was prevented, and will continue to be prevented, from performing normal daily activities and obtaining the full enjoyment of life; and/or has incurred and will continue to incur expenses for psychological treatment, therapy, and counseling, and, on information and belief has and/or will incur loss of income and/or loss of

earning capacity.

COUNT I: NEGLIGENCE

Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

39. Each Defendant owed Plaintiff a duty of reasonable care to protect the Plaintiff from injury.

40. Each Defendant owed Plaintiff a duty of care because each Defendant had a special relationship with Plaintiff.

41. Defendants also had a duty arising from the special relationship that existed with Plaintiff, Plaintiff's parents, and other parents of young, innocent, vulnerable children in Boy Scouts, to properly train and supervise their agents. This special relationship arose because of the high degree of vulnerability of the children entrusted to their care. As a result of this high degree of vulnerability and risk of sexual abuse inherent in such a special relationship, Defendants had a duty to establish measures of protection not necessary for persons who are older and better able to safeguard themselves.

42. Each Defendant owed Plaintiff a duty to protect Plaintiff from harm because each Defendant also had a special relationship with Dellomo.

43. Defendants owed Plaintiff a duty of reasonable care because they solicited youth and parents for participation in their youth programs; encouraged youth and parents to have the youth participate in their programs; undertook custody of minor children, including Plaintiff; promoted their facilities and programs as being safe for children; held their agents, including Dellomo, out as safe to work with children; encouraged parents and children to spend time with their agents; and/or encouraged their agents, including Dellomo, to spend time with, interact with,

and recruit children.

44. By holding Dellomo out as safe to work with children, and by undertaking the custody, supervision of, and/or care of the minor Plaintiff, each Defendant entered into a fiduciary relationship with the minor Plaintiff. As a result of Plaintiff being a minor, and by Defendants undertaking the care and guidance of the then vulnerable minor Plaintiff, each Defendant held a position of empowerment over Plaintiff.

45. Further, Defendants, by holding themselves out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. Defendants thus entered into a fiduciary relationship with Plaintiff. Defendants exploited their position of empowerment, putting Plaintiff at risk to be sexually assaulted.

46. By accepting custody and/or supervision of the minor Plaintiff, Defendants established an *in loco parentis* relationship with Plaintiff and in so doing, owed Plaintiff a duty to protect Plaintiff from injury. Further, Defendants entered into a fiduciary relationship with Plaintiff by undertaking the custody, supervision of, and/or care of the minor Plaintiff. As a result of Plaintiff being a minor, and by Defendants undertaking the care and guidance of the Plaintiff, Defendants also held a position of empowerment over Plaintiff. Further, Defendants, by holding themselves out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. Defendants, through its employees and agents, exploited this power over Plaintiff and thereby put the minor Plaintiff at risk for sexual abuse.

47. By establishing and/or operating the BSA, JSC, and Troop No. 6, accepting the minor Plaintiff as a participant in their programs, holding their facilities and programs out to be a safe environment for Plaintiff, accepting custody of the minor Plaintiff *in loco parentis*, and by establishing a fiduciary relationship with Plaintiff, Defendants entered into an express and/or

implied duty to properly supervise Plaintiff and provide a reasonably safe environment for children, who participated in their programs. Defendants owed Plaintiff a duty to properly supervise Plaintiff to prevent harm from foreseeable dangers. Defendants had the duty to exercise the same degree of care over minors under their control as a reasonably prudent person would have exercised under similar circumstances.

48. By establishing and operating the BSA, JSC, and Troop 6, which offered educational programs to children, and by accepting the enrollment and participation of the minor Plaintiff as a participant in those educational programs, Defendants owed Plaintiff a duty to properly supervise Plaintiff to prevent harm from generally foreseeable dangers.

49. Each Defendant owed Plaintiff a duty to protect Plaintiff from harm because Defendants invited Plaintiff onto their property and Dellomo posed a dangerous condition on Defendants' property.

50. Each Defendant breached its duties to Plaintiff by failing to use reasonable care. Each Defendant's failures include, but are not limited to, failing to properly supervise Dellomo, failing to properly supervise Plaintiff and failing to protect Plaintiff from a known danger.

51. Each Defendant breached its duties to Plaintiff. Defendants failed to use reasonable care in determining whether their facilities were safe and/or determining whether they had sufficient information to represent their facilities as safe. Defendants' breach of their duties include, but are not limited to: failure to protect Plaintiff from a known danger, failure to have sufficient policies and procedures in place to prevent child sex abuse, failure to properly implement policies and procedures to prevent child sex abuse, failure to take reasonable measures to ensure that policies and procedures to prevent child sex abuse were working, failure to adequately inform families and children of the risks of child sex abuse, failure to investigate risks of child molestation,

failure to properly train the employees and agents at institutions and programs within Defendants' geographical confines, failure to train the minors within Defendants' geographical confines about the dangers of sexual abuse by leaders and/or scoutmasters, failure to have any outside agency test their safety procedures, failure to protect the children in their programs from child sex abuse, failure to adhere to the applicable standard of care for child safety, failure to investigate the amount and type of information necessary to represent the institutions, programs, leaders and people as safe, failure to train their employees properly to identify signs of child molestation by fellow employees, failure by relying on mental health professionals, and/or failure by relying on people who claimed that they could treat child molesters.

52. Defendants also breached their duty to Plaintiff by failing to warn Plaintiff and Plaintiff's family of the risk that Dellomo posed and the risks of child sexual abuse in the Boy Scouts of America. They also failed to warn them about any of the knowledge that Defendants had about child sexual abuse, including the information contained in the "Ineligible Volunteer" files.

53. Defendants additionally violated a legal duty by failing to report known and/or suspected abuse of children by Dellomo and its other agents to the police and law enforcement.

54. As a direct result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and/or severally, for compensatory damages, together with interest and costs in an unspecified amount, plus costs, disbursements, reasonable attorneys' fees, interest, and such other and further relief as the court deems just and equitable.

COUNT II: NEGLIGENT HIRING

Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

55. Defendants owed Plaintiff a duty of reasonable care in hiring their agents, servants and employees.

56. Defendants further assumed this duty by holding Dellomo out to the public, including Plaintiff, as a competent and trustworthy scoutmaster, supervisor, teacher and counselor.

57. Defendants, by and through their agents, servants and employees, knew or should have known of Dellomo's dangerous and exploitive propensities, which could have been discovered by reasonable investigation by Defendants prior to hiring Dellomo.

58. Defendants could have reasonably foreseen that Dellomo's dangerous and exploitive propensities created a risk of harm to other persons, including minor Boy Scouts under its care.

59. Defendants breached their duty to Plaintiff by failing to exercise reasonable care in hiring their employees, including Dellomo.

60. As a direct result of Defendants' negligent conduct, Plaintiff has suffered the injuries and damages described herein.

61. As a direct and proximate result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and/or severally, for compensatory damages, together with interest and costs in an unspecified amount, plus costs, disbursements, reasonable attorneys' fees, interest, and such other and further relief as the court deems just and equitable.

COUNT III: NEGLIGENT TRAINING AND SUPERVISION

Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

62. At all times material, Dellomo was employed by Defendants and was under each Defendant's direct supervision, employ, and control when he committed the wrongful acts alleged herein. Dellomo engaged in the wrongful conduct while acting in the course and scope of his employment with Defendants and/or accomplished the sexual abuse by virtue of his job-created authority.

63. Defendants had a duty, arising from their employment of Dellomo, to ensure that Dellomo did not sexually molest children.

64. Further, Defendants owed a duty to train and educate employees, agents, administrators and/or scout leaders, and establish adequate and effective policies and procedures calculated to detect, prevent, and address inappropriate behavior and conduct between scout leaders and children.

65. Defendants were negligent in the training, supervision, and instruction of their employees, agents and/or scout leaders. Defendants failed to timely and properly educate, train, supervise, and/or monitor their agents, employees and/or scout leaders with regard to policies and procedures that should be followed when sexual abuse of a child is suspected or observed.

66. Defendants were additionally negligent in failing to supervise, monitor, chaperone, and/or investigate Dellomo and/or in failing to create, institute, and/or enforce rules, policies, procedures, and/or regulations to prevent Dellomo's sexual abuse of Plaintiff.

67. In failing to properly supervise Dellomo, and in failing to establish such training procedures for employees, agents, administrators and/or scout leaders, Defendants failed to

exercise the degree of care that a reasonably prudent person would have exercised under similar circumstances.

68. As a direct and proximate result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and/or severally, for compensatory damages, together with interest and costs in an unspecified amount, plus costs, disbursements, reasonable attorneys' fees, interest, and such other and further relief as the court deems just and equitable.

COUNT IV: NEGLIGENT RETENTION

Plaintiff incorporates all consistent paragraphs of this Complaint as if fully set forth under this count.

69. At all times material, Dellomo was employed by and/or an agent of Defendants and was under each Defendant's direct supervision, employ, and control when he committed the wrongful acts alleged herein.

70. Defendants became aware or should have become aware of Dellomo's propensity for sexual abuse, and failed to take any further action to remedy the problem and failed to investigate or remove Dellomo from working with children.

71. Defendants negligently retained Dellomo with knowledge of Dellomo's propensity for the type of behavior which resulted in Plaintiff's injuries in this action.

72. Defendants negligently retained Dellomo in a position where he had access to children and could foreseeably cause harm which Plaintiff would not have been subjected to had Defendants taken reasonable care.

73. In failing to timely remove Dellomo from working with children or terminate the

employment of Dellomo, Defendants failed to exercise the degree of care that a reasonably prudent person would have exercised under similar circumstances.

74. As a direct and proximate result of the foregoing, Plaintiff sustained physical, emotional, and psychological injuries, along with pain and suffering.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly and/or severally, for compensatory damages, together with interest and costs in an unspecified amount, plus costs, disbursements, reasonable attorneys' fees, interest, and such other and further relief as the court deems just and equitable.

REQUEST FOR INJUNCTIVE RELIEF

In addition to his demand for a trial by jury, Plaintiff requests an order restraining Defendants from permitting their previous wrongful and negligent acts by commanding Defendants to: 1) publicly release the Ineligible Volunteer Files maintained by BSA; 2) publicly disclose the names of all agents and volunteers accused of child molestation, each agent and volunteer's history of abuse, each such agent and volunteer's pattern of grooming and sexual behavior, and his last known address, including releasing of Defendants' documents on the agents and volunteers; and to 3) discontinue their current practices and policies of dealing with allegations of child sexual abuse by its agents and volunteers secretly, and that it work with civil authorities to create, implement and follow a policy for dealing with such molesters that will better protect children and the general public from further harm.

DEMAND FOR JURY TRIAL

The Plaintiff demands a trial by jury on all of the triable issues of this Complaint, pursuant to New Jersey Court Rules 1:8-2(b) and 4:35-1(a).

RULE 4:5-1 CERTIFICATION

I hereby certify that the matter in controversy is not the subject of any other pending and/or contemplated action or pending and or contemplated proceeding. I know of no other parties who should be joined in this action at this time.

GIANFORCARO LAW

JEFF ANDERSON & ASSOCIATES PA

/s/ Gregory G. Gianforcaro
Gregory G. Gianforcaro, Esq.
Attorneys for Plaintiff

/s/ Jeffrey R. Anderson / Trusha P. Goffe
Jeffrey R. Anderson, Esq.
Trusha P. Goffe, Esq.
Attorneys for Plaintiff

Dated: December 10, 2019

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Plaintiff hereby designates Gregory G. Gianforcaro, Esq. as trial counsel for Plaintiff.

GIANFORCARO LAW

JEFF ANDERSON & ASSOCIATES PA

/s/ Gregory G. Gianforcaro
Gregory G. Gianforcaro, Esq.
Attorneys for Plaintiff

/s/ Jeffrey R. Anderson / Trusha P. Goffe
Jeffrey R. Anderson, Esq.
Trusha P. Goffe, Esq.
Attorneys for Plaintiff

Dated: December 10, 2019

Civil Case Information Statement

Case Details: ATLANTIC | Civil Part Docket# L-003267-19

Case Caption: HALVORSON RICHARD VS THE BOY
SCOUTS OF AM ERICA
Case Initiation Date: 12/10/2019
Attorney Name: GREGORY GEORGE GIANFORCARO
Firm Name: GREGORY G. GIANFORCARO, ATTORNEY
AT LAW
Address: 80 SOUTH MAIN STREET
PHILLIPSBURG NJ 08865
Phone: 9088592200
Name of Party: PLAINTIFF : Halvorson, Richard
Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: PERSONAL INJURY
Document Type: Complaint with Jury Demand
Jury Demand: YES - 6 JURORS
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? NO

If yes, is that relationship:

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:

Sexual Abuse Matter pursuant to new statute of limitations law.

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:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO

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)

12/10/2019
Dated

/s/ GREGORY GEORGE GIANFORCARO
Signed

