

SILLS CUMMIS & GROSS, P.C.  
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 Newark, New Jersey 07102  
 By: Meryl A.G. Gonchar, Esq.  
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 (973) 643-7000  
 Email: mgonchar@sillscummis.com  
 Attorneys for Intervenor/Defendant,  
 Pennrose, LLC

<p>IN THE MATTER OF THE          APPLICATION OF THE TOWNSHIP          OF MOORESTOWN, COUNTY OF          BURLINGTON,</p>	<p>SUPERIOR COURT OF NEW JERSEY          BURLINGTON COUNTY          LAW DIVISION</p> <p>DOCKET NO. L-1604-15          (Mount Laurel)</p> <p><u>CIVIL ACTION</u></p> <p><b>ANSWER OF PENNROSE, LLC</b></p>
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Defendant-Intervenor, Pennrose, LLC (“Pennrose”), with a principal place of business located at One Brewery Park, 1301 North 31<sup>st</sup> Street, Philadelphia, PA 19121, is the contract purchaser of property within the Township of Moorestown (“Township” or “Moorestown”) which is identified on the tax maps of the Township as Block 4801, Lot 12. By way of Answer to the Township’s Complaint in this matter, Pennrose says that:

**BACKGROUND**

1. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced opinion is in writing and speaks for itself.

2. Denied. This paragraph states a legal conclusion to which no response is required. To the extent that the allegations are factual, Pennrose is without information sufficient

to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

3. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

4. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

5. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

6. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

7. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

8. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced regulations are in writing and speak for themselves.

9. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

10. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

11. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

12. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

13. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

14. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

15. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

16. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

17. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

18. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced regulations are in writing and speak for themselves.

19. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced regulations are in writing and speak for themselves.

20. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced regulations are in writing and speak for themselves.

21. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

22. Denied. This paragraph states a legal conclusion to which no response is required. To the extent that the allegations are factual, Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

23. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

**JUDICIAL DECISIONS AND SUBSEQUENT COAH ACTIONS**

24. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced opinion is in writing and speaks for itself.

25. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

26. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced regulations are in writing and speak for themselves. To the extent that the allegations are factual, Pennrose is without information

sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

27. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced legislation is in writing and speaks for itself.

28. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

29. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced legislation is in writing and speaks for itself.

30. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced legislation is in writing and speaks for itself.

31. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced opinion is in writing and speaks for itself.

32. Denied. This paragraph states a legal conclusion to which no response is required. To the extent that the allegations are factual, Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs. To the extent a response is required, the referenced resolution is in writing and speaks for itself.

33. Denied. This paragraph states a legal conclusion to which no response is required. To the extent that the allegations are factual, Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

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36. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced opinion is in writing and speaks for itself.

37. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

38. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced Executive Order is in writing and speaks for itself.

39. Denied. This paragraph states a legal conclusion to which no response is required. To the extent that the allegations are factual, Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

40. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced Executive Order is in writing and speaks for itself.

41. Denied. This paragraph states a legal conclusion to which no response is required. To the extent that the allegations are factual, Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

42. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced Reorganization Plan No. 001-2011 is in writing and speaks for itself.

43. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

44. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced opinions are in writing and speak for themselves.

45. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced opinion is in writing and speaks for itself.

46. Denied. This paragraph states a legal conclusion to which no response is required. To the extent that the allegations are factual, Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

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52. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

53. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced regulations are in writing and speak for themselves. To the extent that the allegations are factual, Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

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**DETERMINATION OF FAIR SHARE NUMBERS**

66. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

67. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

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69. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

70. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

**IMMUNITY DOCTRINE**

71. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced statute is in writing and speaks for itself.

72. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced statutes are in writing and speak for themselves.

73. Denied. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced opinion is in writing and speaks for itself.

74. Denied. This paragraph states a legal conclusion to which no response is required. To the extent that the allegations are factual, Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

75. This paragraph states a legal conclusion to which no response is required. To the extent a response is required, the referenced opinion is in writing and speaks for itself.

**CLAIM FOR RELIEF**

76. Pennrose repeats and realleges all prior responses of this Answer as if each is set forth at length herein.

77. Denied. Pennrose is without information sufficient to form a belief as to the allegations set forth in this paragraph, and the Township is therefore left to its proofs.

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WHEREFORE, Pennrose respectfully requests that the Court grant the following relief:

a. DENYING all relief sought by the Township of Moorestown in its Complaint;

b. DECLARING that the Township of Moorestown is in violation of its constitutional duty to create sufficient realistic opportunities for the construction of safe, decent housing affordable to low-and moderate-income families to satisfy the Township's fair share of the unmet regional need for such housing;

c. ORDERING the Township of Moorestown to submit to the Court, within a time period to be set by the Court, a compliance plan and zoning ordinances that will bring the Township into compliance with the requirements of the Constitution;

d. APPOINTING a Special Master, at the expense of the Township of Moorestown, to oversee the implementation of the foregoing remedies;

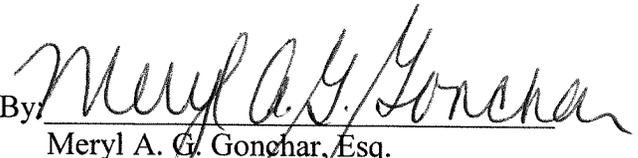
e. DENYING the Township of Moorestown's request for immunity from exclusionary zoning lawsuits, including builders remedy lawsuits;

f. ORDERING the reservation of all land, water and/or sewer necessary to accommodate for the provision of the Township's fair share of housing affordable to, and reserved for, low and moderate income households;

g. AWARDING attorneys' fees, costs of litigation, court costs and interest;  
and

h. ORDERING such additional relief as the Court deems just and equitable.

SILLS CUMMIS & GROSS, P.C.  
Attorneys for Intervenor/Defendant,  
Pennrose, LLC

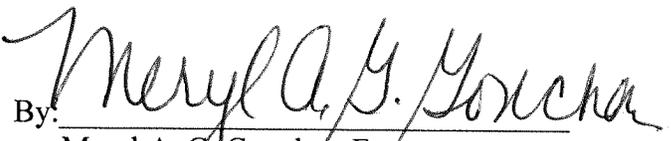
By:   
Meryl A. G. Gonchar, Esq.

Dated: January 2, 2018

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to Rule 4:25-4, Meryl A.G. Gonchar, Esq., is hereby designated as trial counsel on behalf of Attorneys for Defendant-Intervenor, Pennrose, LLC.

SILLS CUMMIS & GROSS, P.C.  
Attorneys for Intervenor/Defendant,  
Pennrose, LLC

By:   
Meryl A. G. Gonchar, Esq.

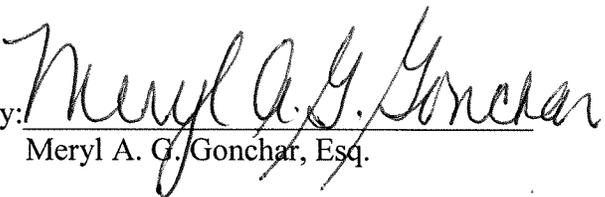
Dated: January 2, 2018

**RULE 4:5-1 CERTIFICATION**

I hereby certify, pursuant to New Jersey Court Rule 4:5-1, that to the best of my knowledge, information and belief, the subject matter of the within controversy is not the subject of any other action pending in any Court or the subject of any pending Arbitration proceeding and that 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 this action at the present time. I understand that I have a continuing obligation during the course of litigation to file and serve on all parties and with the Court an amended Certification if there is a change in the facts stated above.

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

SILLS CUMMIS & GROSS, P.C.  
Attorneys for Intervenor/Defendant,  
Pennrose, LLC

By:   
Meryl A. G. Gonchar, Esq.

Dated: January 2, 2018

**Appendix XII-B1**

	<b>CIVIL CASE INFORMATION STATEMENT (CIS)</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>		FOR USE BY CLERK'S OFFICE ONLY	
			PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA		CHG/CK NO.	
			AMOUNT:		OVERPAYMENT:	
			BATCH NUMBER:			
	ATTORNEY / PRO SE NAME Meryl A. G. Gonchar, Esq.		TELEPHONE NUMBER (973) 643-7000		COUNTY OF VENUE Burlington	
FIRM NAME (if applicable) Sills, Cummis & Gross, P.C.			DOCKET NUMBER (when available) BUR-L-1604-15			
OFFICE ADDRESS One Riverfront Plaza, Newark, NJ 07102			DOCUMENT TYPE Answer			
			JURY DEMAND <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
NAME OF PARTY (e.g., John Doe, Plaintiff) Pennrose, LLC		CAPTION In the Matter of the Application of the Township of Moorestown, County of Burlington				
CASE TYPE NUMBER (See reverse side for listing) 303	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 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 type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS				
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO						
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION						
 Do you or your client need any disability accommodations? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION				
Will an interpreter be needed? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?				
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .						
ATTORNEY SIGNATURE: <i>Meryl A. G. Gonchar</i>						

Side 2



## 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)**

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>271 ACCUTANE/ISOTRETINOIN</li> <li>274 RISPERDAL/SEROQUEL/ZYPREXA</li> <li>281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL</li> <li>282 FOSAMAX</li> <li>285 STRYKER TRIDENT HIP IMPLANTS</li> <li>286 LEVAQUIN</li> <li>287 YAZ/YASMIN/OCELLA</li> <li>289 REGLAN</li> <li>290 POMPTON LAKES ENVIRONMENTAL LITIGATION</li> <li>291 PELVIC MESH/GYNECARE</li> </ul> | <ul style="list-style-type: none"> <li>292 PELVIC MESH/BARD</li> <li>293 DEPUY ASR HIP IMPLANT LITIGATION</li> <li>295 ALLODERM REGENERATIVE TISSUE MATRIX</li> <li>296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS</li> <li>297 MIRENA CONTRACEPTIVE DEVICE</li> <li>299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR</li> <li>300 TALC-BASED BODY POWDERS</li> <li>601 ASBESTOS</li> <li>623 PROPECIA</li> <li>624 STRYKER LFIT CoCr V40 FEMORAL HEADS</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

# Civil Case Information Statement

**Case Details: BURLINGTON | Civil Part Docket# L-001604-15**

**Case Caption:** IMO APPLICATION OF MOORESTOWN TOWNSHIP OF  
**Case Initiation Date:** 07/08/2015  
**Attorney Name:** MERYL A GONCHAR  
**Firm Name:** SILLS CUMMIS & GROSS, PC  
**Address:** THE LEGAL CENTER ONE RIVERFRONT PLZ  
NEWARK NJ 07102-5400  
**Phone:**  
**Name of Party:** DEFENDANT : PENNROSE LLC  
**Name of Defendant's Primary Insurance Company**  
(if known): None

**Case Type:** MT. LAUREL  
**Document Type:** Answer  
**Jury Demand:** NONE  
**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?** 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:**

**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)*

01/02/2018  
Dated

/s/ MERYL A GONCHAR  
Signed