

**SMITH MULLIN, P.C.**

Nancy Erika Smith, Esq. (Id. # 027231980)  
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Attorneys for the Plaintiff

JOHN BALLANTYNE, ROBERT  
WEAKLEY and LAURA CZARNESKI,

Plaintiffs,

v.

UNITED BROTHERHOOD OF  
CARPENTERS, DOUGLAS J.  
MCCARRON, FRANK SPENCER and  
MICHAEL CAPELLI, jointly, severally and  
in the alternative,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: ESSEX COUNTY  
DOCKET NO:

*Civil Action*

**COMPLAINT AND JURY DEMAND**

JOHN BALLANTYNE, residing at 21 Quaker Church Road, Allamuchy, County of Warren, State of New Jersey, ROBERT WEAKLEY, residing at 259 Knollcrest Road, Mountainside, County of Union, State of New Jersey, and LAURA CZARNESKI, residing at 82 Brookview Circle, Jamesburg, County of Middlesex, State of New Jersey and by way of Complaint say:

**NATURE OF THIS ACTION**

1. This is an action brought to remedy illegal retaliation and derivative retaliation in violation of the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, et seq. ("CEPA").

PARTIES

2. During all times relevant hereto, the Plaintiff John Ballantyne (hereinafter "Plaintiff" or "Mr. Ballantyne") was an "employee" of the Defendant, United Brotherhood of Carpenters (hereinafter "the Union" or "Defendant") as that term is defined by CEPA, N.J.S.A. 34:19-2(b).

3. During all times relevant hereto, the Plaintiff Laura Czarneski (hereinafter "Plaintiff" or "Ms. Czarneski") was an "employee" of the Defendant, United Brotherhood of Carpenters (hereinafter "UBC" or "Defendant") as that term is defined by CEPA, N.J.S.A. 34:19-2(b).

4. During all times relevant hereto, the Plaintiff Robert Weakley (hereinafter "Plaintiff" or "Mr. Weakley") was an "employee" of the Defendant, United Brotherhood of Carpenters (hereinafter "the Union" or "Defendant") as that term is defined by CEPA, N.J.S.A. 34:19-2(b).

5. During all times relevant hereto, the Defendant United Brotherhood of Carpenters was the Plaintiffs' "employer" as that term is defined by CEPA, N.J.S.A. 34:19-2(a).

6. Defendant United Brotherhood of Carpenters is a voluntary association and a labor organization which maintains offices for the transaction of business at 91 Fieldcrest Avenue, Edison, New Jersey and 36 Bergen Street, Hackensack, New Jersey. At all times relevant hereto, UBC transacts business throughout the State of New Jersey, and specifically in Bergen County.

7. During all times relevant hereto, Defendant Douglas J. McCarron was the General President of the Defendant United Brotherhood of Carpenters, the highest level executive in the International Union. Defendant McCarron was a decision-maker with respect to terminating the Plaintiffs' employment as described herein.

8. During all times relevant hereto, Defendant Frank Spencer was the Second General Vice President of the Defendant United Brotherhood of Carpenters. Defendant Spencer is a very

high-level executive in the International Union. Defendant Spencer was a decision-maker with respect to terminating the Plaintiffs' employment as described herein.

9. At all times relevant hereto, Defendant Spencer has resided at 426 Kings Highway East, Haddonfield, New Jersey.

10. During all times relevant hereto, Defendant Michael Capelli was the Eastern District Vice President of the Defendant United Brotherhood of Carpenters. Defendant Capelli is a very high-level executive in the International Union. Defendant Capelli was a decision-maker with respect to terminating the Plaintiffs' employment as described herein.

11. At all times relevant hereto, Defendant Capelli has resided at 365 Unionville Road, Glassboro, New Jersey.

#### VENUE

12. Members of Defendant UBC live, work and pay dues in Essex County, New Jersey. Employers who contribute to Defendant UBC and affiliated pension and benefit funds are based in Essex County, New Jersey. Current projects on which members of the Defendant UBC and its affiliates are working are based in Essex County, New Jersey. Pursuant to Rule 4:3-2(b), venue is proper in Essex County because Defendant UBC actually conducts business in Essex County.

#### COUNT ONE

##### **(Violation of CEPA - Plaintiff John Ballantyne)**

13. Plaintiff Ballantyne has been a member of the United Brotherhood of Carpenters ("UBC" or "International") for 36 years. He has held numerous positions on the Union staff for the past 20 years.

14. In December of 2015, members of the UBC elected Plaintiff Ballantyne Executive Secretary-Treasurer (“EST”) of the Northeast Regional Council of Carpenters (“NRCC”), a regional division of the UBC.

15. Over the two decades during which Mr. Ballantyne has held staff positions in the Carpenter’s Union, he fought for good Union governance, accountability, developing a culture of best practices, and ethical behavior.

16. During his tenure, Mr. Ballantyne was co-chair of the following funds: the Northeast Carpenters Fund; the Carpenters Benefit Funds of Philadelphia and Vicinity; the Mid-Atlantic Regional Council of Carpenters Fund; Carpenters Local 491 Fund; Northeast Carpenters Training and Education Fund; Philadelphia Carpenters Training Fund; and the Mid-Atlantic Regional Training Fund. Plaintiff Ballantyne also served as co-chair of the Carpenters Contractors Trust and was a Trustee to the UBC Eastern District.

17. Mr. Ballantyne had oversight of the Northeast Regional Council of Carpenters and all of its 17 Locals over five states with assets of approximately \$224 million.

18. On May 30, 2018, Mr. Ballantyne was called to a meeting in Washington, D.C. and told that the NRCC was being merged into the Keystone (Pennsylvania) Region. International General President Douglas McCarron and Second General Vice President Frank Spencer told Plaintiff Ballantyne that there was “no role for him” and that he “should retire.” Defendants, exhibiting retaliatory malice, also sought to immediately take Mr. Ballantyne’s Union issued car away. The Defendants’ plan was thwarted because Mr. Ballantyne had taken the train to Washington, D.C.

19. Although Defendants have the right to restructure the Union under the International Constitution, they do not have the right to use such restructuring as a tool, cover or pretext to illegally retaliate against Plaintiffs for protected whistleblowing activity.

20. Defendants Spencer and McCarron also told Plaintiff Ballantyne that there would be “no role” for him in the transition.

21. In the period leading up to the Defendants’ decision to terminate Plaintiffs Ballantyne and Weakley, they had consistently engaged in a pattern of protected conduct under CEPA by objecting to and refusing to participate in behavior which they reasonably believed was unethical, fraudulent and illegal.

22. The Defendants’ decision to terminate Mr. Ballantyne and Mr. Weakley was retaliation in violation of CEPA.

23. Some examples of Mr. Ballantyne’s whistleblowing include, but are not limited to, the following:

**A. George Laufenberg**

24. Just prior to Mr. Ballantyne being elected EST, Eastern District Vice President Mike Capelli asked Mr. Ballantyne to enter into a five-year employment contract with Northeast Carpenters Fund Administrator, George Laufenberg. Laufenberg was a close friend of both Defendants Capelli and Spencer. When Mr. Ballantyne questioned why the Union would do so, Capelli said Mr. Laufenberg confided in him that Plaintiff Ballantyne made him “nervous” because of Ballantyne’s “Boy Scout” reputation. Laufenberg wanted job security. While investigating the potential of an employment agreement for Laufenberg, Plaintiff Ballantyne learned that Laufenberg

had engaged in self-dealing by collecting his pension and a deferred compensation package while working - and collecting a paycheck - without the knowledge of the current Board of Trustees.

25. Plaintiff Ballantyne formed the reasonable objective belief that Laufenberg's self-dealing was illegal. When informed about this situation, Mr. Spencer asked Mr. Ballantyne not to dismiss Mr. Laufenberg until he (Spencer) spoke to the UBC's attorney.

26. Plaintiff Ballantyne refused to cover up Laufenberg's wrongdoing. The Trustees were advised to terminate Laufenberg. It was later found that George Laufenberg had also misused funds' assets in the training center by having training fund employees build dining room tables for Laufenberg's wife.

27. Both Mr. Spencer and Mr. Capelli expressed anger about the termination of their good friend Laufenberg. Defendant Capelli told Plaintiff Ballantyne that, "this whole situation" should have been handled "in house." Defendant Capelli also stated that "George [Laufenberg] was a good man and he has done a lot of favors for people." Defendant Capelli's main concern was the conversations he had with Mr. Laufenberg throughout the years about various employee retirement packages.

28. Two weeks after Mr. Laufenberg was terminated, Defendant Spencer told Plaintiff Ballantyne that he (Spencer) was considering appointing Laufenberg to head up the new Pharmaceutical program that the UBC (the International) was putting together. Plaintiff Ballantyne reminded Spencer that Laufenberg's conduct could be viewed as criminal and that he could possibly be indicted. Subsequently, Plaintiff Ballantyne and counsel met with representatives of the Department of Justice, Department of Labor, IRS, and Port Authority regarding Mr. Laufenberg's potential crimes.

29. Later, it was discovered there were “ghost employees” (employees who got paid but did no work) at the Funds including Fred Mihelic, a long-time associate of George Laufenberg. Plaintiffs Ballantyne and Weakley removed Mihelic from payroll and sought restitution.

**B. Fran Weikel**

30. During his employment with the UBC, Plaintiff Ballantyne also discovered that Frank Spencer’s brother-in-law, Fran Weikel, was an “employee” of the pension fund while he was also an “employee” being paid through apprenticeship training funds as an IT computer specialist.

31. Plaintiff Ballantyne was advised by a Union attorney that Weikel admitted he never worked as an IT specialist at that fund.

32. When Defendant Spencer was advised that Mr. Weikel’s pay from the Apprentice Fund was going to be stopped immediately, Spencer admitted that Weikel’s pay was broken up between the two funds (Apprentice and Pension) so Mr. Laufenberg could give him a raise without drawing attention from the Board of Trustees.

33. Several weeks later, Mr. Spencer directed Plaintiff Ballantyne to have Mr. Weikel’s pay re-established to its former amount and to provide him with remuneration for his losses.

34. Plaintiff Ballantyne objected to and refused to participate in this fraudulent conduct with respect to Mr. Weikel.

35. Since the NRCC was dissolved, Mr. Weikel has been hired by the Keystone Mountain Lakes Council as a Union employee, entitling him to a second pension.

**C. Gerry Spencer**

36. Gerry Spencer, Defendant Spencer’s wife, claimed she was entitled to be paid for unused sick time, vacation time and floating holidays that she claimed she accumulated during her

“employment” as Defendant Spencer’s (her husband’s) assistant. This time was so excessive that the Union Comptroller asked Plaintiff Ballantyne to speak with Defendant Spencer because she was concerned about the excessiveness and possible fraud.

37. When Plaintiff Ballantyne spoke to Defendant Spencer, Defendant Spencer said he would speak to his wife.

38. Over Plaintiff Ballantyne’s objections and in order to personally enrich his wife, Defendant Spencer directed Plaintiff Ballantyne to convert Ms. Spencer’s annuity payments into a pension program.

39. Over Plaintiff Ballantyne’s objections, Defendant Spencer directed the Comptroller to allow his wife to collect her pay from January through May without coming to work.

**D. Trish Mueller**

40. Former Political Director of the NRCC, Trish Mueller, has referred to herself as Defendant Spencer’s “daughter” because of their close relationship. Mueller’s company, Groundworks Strategies (“Groundworks”), has a \$15,000.00 per month consulting contract which Plaintiff Ballantyne “inherited” as EST for which she produced little to no work product.

41. In addition to the money being paid by the NRCC, Trish Mueller was also paid \$15,000.00 a month from the Eastern District under a UBC grant, and an additional \$3,500.00 on her original contract with the Eastern District, for a total of \$33,500.00 per month. When Plaintiff Ballantyne, in his role as Trustee to the Eastern District, questioned Mike Capelli about the money being paid to Groundworks, he was reprimanded for bringing it up in front of other Trustees.



42. Defendant Capelli further told Plaintiff Ballantyne "to work with him" temporarily on this issue because he and Defendant Spencer needed Mueller for "special projects." Plaintiff Ballantyne objected to this fraudulent and/or illegal conduct.

43. Plaintiff Ballantyne engaged in discussions with the Trustees and the HR Director Plaintiff Weakley regarding the invoices and payments submitted by Ms. Mueller's company. Ms. Mueller was informed by the Compliance Director, Peter Nichols (who was also terminated during the merger), that she needed to show a work product in order to get paid on the invoices.

44. In order to live up to his fiduciary duty to Union members and protect their assets, when Mueller produced no work product, Plaintiff Ballantyne requested detailed work invoices.

45. Despite repeated requests, Mueller refused to provide detailed bills. Therefore, she was not paid.

46. Plaintiff Ballantyne objected to and refused to participate in what he reasonably believed was illegal, fraudulent and/or unethical activity.

47. Ms. Mueller, without authorization, entered into a contract with Sheraton Hotels in Philadelphia for 300 rooms with an approximate cost of \$218,000.00 unbeknownst to the Council. The event never happened. When Plaintiff Ballantyne received a notice of suit from The Sheraton, Plaintiff Ballantyne questioned Ms. Mueller, at which point she informed Plaintiff Ballantyne and UBC attorney that she would take full responsibility and that she was in the process of negotiating a settlement with the Sheraton. Approximately five weeks later, Ms. Mueller asked Plaintiff Ballantyne to have the Council pay the settlement amount she had negotiated of \$127,000.

48. Plaintiff Ballantyne objected to and refused to pay this settlement, which infuriated Defendant Spencer.

**E. Frank Spencer, Second General Vice President  
and Mike Capelli, Eastern District Vice President, UBC**

49. During an audit of the Northeast Carpenters Fund, it was discovered that an overpayment had been made into Defendants Spencer's and Capelli's respective annuities and that they could not receive the payment because they were no longer employed by the NRCC. The Carpenters' Benefit Fund was advised to return the money to the NRCC Council along with all other overpayments. The Auditors stated that the Union needed to redistribute the overpayments as regular compensation to Defendants Spencer and Capelli.

50. When Plaintiff Ballantyne informed both Defendants Spencer and Capelli of this, they were angry and did not want the payments reported as regular income because they did not want the members or Defendant McCarron to know about this additional compensation. The value of this overpayment was over \$200,000 for Defendant Spencer and over \$100,000 for Defendant Capelli.

51. Defendants Spencer and Capelli encouraged the Union attorney and accountant to report the income as "other" to avoid detection.

52. Shortly thereafter, it was determined that it was not permissible to compensate both Spencer and Capelli for their "advisement" roles. Frank Spencer again asked for the additional compensation to continue, to which Plaintiff Ballantyne objected, reasonably believing that it was fraudulent, illegal and/or unethical.

53. One week later, Plaintiff Ballantyne received a very irate call from Defendant Capelli stating that Plaintiff Ballantyne had "fucked him over" and created a tax liability for both him and Defendant Spencer.

**F. Apprenticeship Training Funds**

54. Prior to Plaintiff Ballantyne becoming the EST, Ridgeley Hutchinson, the Director of Apprenticeship Training Funds, had engaged in an audit of two training centers in New Jersey, one located in Kenilworth, New Jersey and the other in Hammonton, New Jersey. The Kenilworth facility trained over 70% of the apprentices, but Hutchinson discovered that there was a disproportionate use of materials and equipment in the Hammonton training center.

55. Mr. Hutchinson identified multiple discrepancies including a vacation taken by Thomas Sommers, who was the Training Director for that school, that was paid for by the credit card of that fund. Thomas Sommers is one of Frank Spencer's best friends.

56. Subsequently, Mr. Hutchinson was ostracized by Defendant Capelli for disclosing this information to his superiors. A UBC attorney covered up this infraction by justifying the expenditures through creative excuses.

57. As soon as Plaintiff Ballantyne became EST, he was instructed by Defendant Capelli to fire Mr. Hutchinson because he "wasn't trustworthy." Plaintiff Ballantyne objected because he felt the termination was retaliatory. Mr. Hutchinson was eventually terminated after the merger of the NRCC to KML.

58. John MacKay, the Kenilworth Training Center Director, who is a close associate of George Laufenberg and Defendant Spencer, was involved in an audit required by the New Jersey Department of Labor. It was discovered that MacKay had engaged in self-dealing through credit card expenditures that were not work-related. Plaintiffs Ballantyne and Weakley told MacKay that he had to resign. Thereafter, Plaintiff Ballantyne advised the Union lawyers to seek restitution of over \$100,000.

59. Afterward, Defendant Spencer wanted to hire his friend MacKay at the UBC International Union.

60. Plaintiff Ballantyne objected to hiring MacKay, stating that he should be prosecuted criminally and that MacKay should not be rewarded with a job after he was caught stealing.

61. On May 30, 2018, Mr. Ballantyne's employment was abruptly terminated. The Defendants falsely claimed that Mr. Ballantyne's termination was part of a "restructuring plan." This claim was a pretext designed to cover up the true reason for Plaintiff Ballantyne's termination, i.e., illegal retaliation in violation of CEPA.

62. Plaintiff Ballantyne's termination was in direct violation of CEPA.

63. As a direct and proximate result of Defendants' unlawful retaliation, Plaintiff Ballantyne has suffered and continues to suffer financial loss, emotional distress, as well as physical pain and suffering.

**WHEREFORE**, cause having been shown, Plaintiff Ballantyne demands judgment against Defendants, and seeks the following relief:

- (a) Economic damages, such as back pay and front pay, loss of retirement benefits and career path losses;
- (b) Compensatory damages, including damages for physical pain and suffering and emotional distress;
- (c) Attorneys' fees and costs of suit;
- (d) Punitive damages; and
- (e) Such other relief as the Court may deem equitable and just.

**COUNT TWO**

**(Violation of CEPA - Plaintiff Robert Weakley)**

64. Plaintiffs repeat and re-allege the allegations contained in all preceding paragraphs of the Complaint as if set forth herein at length.

65. Plaintiff Robert Weakley was employed as the Director of Human Resources for the NRCC from 2015 until his unlawful termination on October 1, 2018. He was an essential team member to Mr. Ballantyne in making the Carpenters operate as a responsible, ethical, fiduciary organization to the members. He helped introduce many of the policies and procedures that were designed to stop the kind of self-dealing and corruption that Mr. Ballantyne uncovered.

66. Plaintiff Weakley was part of the team that exposed (1) the corruption of Mr. Laufenberg's self-dealing; (2) Mr. Spencer paying his "daughter," Tricia Mueller, as a ghost consultant; (3) Gerry Spencer, Frank Spencer's wife, having a no-show job and a pension; and (4) Frank Spencer being on two health plans at once. Mr. Weakley also hired a consultant to review the exorbitant legal bills being sent to the NRCC.

67. Mr. Weakley also implemented, for the first time, an ethics and compliance hot-line for employees and members to report complaints of corruption and wrong-doing. The hot-line generated 35 complaints and was immediately discontinued after Mr. Weakley's termination.

68. Several members of the International made it very clear that they were unhappy with the whistleblowing engaged in by Mr. Weakley. They also objected to his implementation of policies which brought transparency and accountability to the organization, including a hotline that allowed members and employees to complain about behavior which they believed was unethical, fraudulent or illegal.

69. Plaintiff Weakley was called to a meeting on May 30, 2018 and told to hand over his phones and passwords. He was not offered a position in the merged organization.

70. After Plaintiff Weakley returned from a medical leave on October 1, 2018, he was abruptly terminated.

71. Plaintiff Weakley's termination was in direct violation of CEPA.

72. As a direct and proximate result of Defendants' unlawful retaliation, Plaintiff Weakley has suffered and continues to suffer financial loss, emotional distress, as well as physical pain and suffering.

**WHEREFORE**, cause having been shown, Plaintiff Weakley demands judgment against Defendants, and seeks the following relief:

- (a) Economic damages, such as back pay and front pay, loss of retirement benefits and career path losses;
- (b) Compensatory damages, including damages for physical pain and suffering and emotional distress;
- (c) Attorneys' fees and costs of suit;
- (d) Punitive damages; and
- (e) Such other relief as the Court may deem equitable and just.

**COUNT THREE**

**(Derivative Retaliation in Violation of CEPA - Plaintiff Laura Czarneski)**

73. Plaintiffs repeat and reallege the allegations contained in Counts One and Two as if fully set forth herein.

74. CEPA prohibits retaliation against employees who are closely associated with employees who engage in protected conduct under CEPA.

75. Plaintiff Laura Czarneski was Mr. Ballantyne's long-time assistant. Laura Czarneski was employed by the Carpenters for 10 ½ years.

76. On May 30, 2018, a Union attorney called Ms. Czarneski and Robert Weakley into Mr. Weakley's office, away from the rest of the personnel. The attorney told Ms. Czarneski to hand over her phone and her passwords and to report Monday to the Edison facility of the UBC. Ms. Czarneski's email was immediately cut off.

77. On Monday, June 4, 2018, Ms. Czarneski appeared at the Edison facility promptly at 8:00 a.m. She was told to go home and someone would "reach out to her."

78. Plaintiff Czarneski reported again to Edison on June 5, 2018 and sat there from 8:00 a.m. until 11:00 a.m. At that point, she met with an attorney from the Keystone Region and several other people to begin the "interview process."

79. In fact, Plaintiff Czarneski was interrogated about her work with Plaintiff John Ballantyne.

80. Plaintiff Czarneski told the Union lawyer that she wanted to keep her job and would travel to Philadelphia in order to work.

81. Later that day, Plaintiff Czarneski was approached by a Union Human Resources Director and others and told that "today is your last day."

82. At or about the same time that Ms. Czarneski was terminated, less experienced staff people were offered jobs in Philadelphia. Some of those staff people declined their job offers, but Ms. Czarneski was still not given any job offer.

83. Union employees treated Ms. Czarneski differently than other "restructured" employees because of her relationship with Plaintiff Ballantyne and her knowledge of Defendants' illegal, unethical and fraudulent activity.

84. Plaintiff Czarneski was terminated as part of Defendants' derivative retaliation in violation of CEPA.

85. As a direct and proximate result of Defendants' unlawful retaliation, Plaintiff Czarneski has suffered and continues to suffer financial loss, emotional distress, as well as physical pain and suffering.

**WHEREFORE**, cause having been shown, Plaintiff Czarneski demands judgment against Defendants, and seeks the following relief:

- (a) Economic damages, such as back pay and front pay, loss of retirement benefits and career path losses;
- (b) Compensatory damages, including damages for physical pain and suffering and emotional distress;
- (c) Attorneys' fees and costs of suit;
- (d) Punitive damages; and
- (e) Such other relief as the Court may deem equitable and just.

**SMITH MULLIN, P.C.**  
Attorneys for Plaintiffs

BY: 

NANCY ERIKA SMITH (Id. 027231980)

Dated: October 11, 2018



**JURY DEMAND**

Plaintiffs demand trial by jury with respect to all issues that are so triable.

**SMITH MULLIN, P.C.**

Attorneys for Plaintiffs

BY: 

NANCY ERIKA SMITH (Id. 027231980)

Dated: October 11, 2018

**DESIGNATION OF TRIAL COUNSEL**

Plaintiffs hereby designate Nancy Erika Smith, Esq. as trial counsel of record in this matter.

**SMITH MULLIN, P.C.**

Attorneys for Plaintiffs

BY: 

NANCY ERIKA SMITH (Id. 027231980)

Dated: October 11, 2018

**CERTIFICATION**

Pursuant to New Jersey Court Rule 4:5-1, I hereby certify that to my knowledge, the matter in controversy is not and will not be the subject of any other litigation or arbitration in any court or before any body nor do I know of any other party who should be joined in this action.

  
NANCY ERIKA SMITH (Id. 027231980)

Dated: October 11, 2018

# Civil Case Information Statement

**Case Details: ESSEX | Civil Part Docket# L-007232-18**

**Case Caption:** BALLANTYNE JOHN VS UNITED BROTHERHOOD O F CARPEN

**Case Initiation Date:** 10/11/2018

**Attorney Name:** NANCY E SMITH

**Firm Name:** SMITH MULLIN, PC

**Address:** 240 CLAREMONT AVENUE  
MONTCLAIR NJ 07042

**Phone:**

**Name of Party:** PLAINTIFF : Ballantyne, John

**Name of Defendant's Primary Insurance Company**  
(if known): Unknown

**Case Type:** WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA)

**Document Type:** Complaint with Jury Demand

**Jury Demand:** YES - 6 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:** Employer/Employee

**Does the statute governing this case provide for payment of fees by the losing party?** YES

**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)*

10/11/2018  
Dated

/s/ NANCY E SMITH  
Signed