

# EXHIBIT A

**KASOWITZ, BENSON, TORRES & FRIEDMAN LLP**

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Attorneys for Plaintiffs Rabbi Shmuley Boteach  
and Deborah Boteach

-----X

RABBI SHMULEY BOTEACH and  
DEBORAH BOTEACH,

Plaintiffs,

v.

SOCIALIST PEOPLE'S  
LIBYAN ARAB JAMAHIRIYA;  
MUAMMAR ABU MINYAR  
AL-QADDAFI; IBRAHIM DABBASHI;  
QUATTRO CONSTRUCTION  
MANAGEMENT LLC; and  
SAL DUNIA;

Defendants.

-----X

SUPERIOR COURT OF NEW JERSEY,  
LAW DIVISION:  
BERGEN COUNTY  
CIVIL PART  
DOCKET NO.: \_\_\_\_\_

COMPLAINT

JURY TRIAL DEMANDED

Rabbi Shmuley Boteach and his wife Deborah Boteach, both citizens of New Jersey and residents of Englewood in Bergen County, allege as and for this Complaint against Defendants, upon personal knowledge and otherwise upon information and belief, as follows:

### SUMMARY OF ACTION

This is an action for injunctive relief and damages resulting from the unlawful conduct of the Libyan Government and its representatives in performing construction work on property owned by Libya adjacent to Plaintiffs' home. Plaintiffs Rabbi Boteach and Deborah Boteach, private residential property owners, seek an order enjoining Defendants from trespassing upon the property of the Boteachs without authorization, performing construction work on the Libyan property in violation of Englewood city ordinances under color of immunity, and erecting a tent on the Libyan property for diplomatic use that would create a nuisance in the community. Plaintiffs further seek damages from Defendants to compensate for the unlawful encroachment upon and damage to Plaintiffs' property, violation of their interests in residential privacy and quietude, and the emotional distress caused to Plaintiffs and their children by Defendants' ongoing acts and conduct.

### PARTIES

1. Plaintiff Rabbi Shmuley Boteach ("Rabbi Boteach") and his wife Plaintiff Deborah Boteach ("Mrs. Boteach," together "The Boteachs" or "Plaintiffs") are residents of Bergen County, Englewood, New Jersey. They have owned and resided at the property located at 394 East Palisade Avenue (the "Boteach Property") for approximately ten years, now with nine children.

2. Defendant Socialist People's Libyan Arab Jamahiriya ("Libya") is a foreign sovereign country and the current owner of 440 East Palisade Avenue (the "Libyan Property") in

Bergen County, Englewood, New Jersey, which it purchased in 1982. The Libyan Property is a large residential property on over four acres of land that abuts the Boteach Property.

3. Defendant Muammar Abu Minyar al-Qaddafi ("Col. Qaddafi") is a Libyan foreign national and the leader of Libya.

4. Defendant Ibrahim Dabbashi is the Ambassador of the Libyan Mission to the United Nations. Mr. Dabbashi purportedly uses the Libyan Property as a part-time residence.

5. Defendant Quattro Construction Management, LLC maintains an office in New York County, New York, and is the agent and contractor for the construction at the Libyan Property.

6. Defendant Sal Dunia is a resident of New Jersey. Mr. Dunia is a professional contractor and owner of Quattro Construction Management, LLC.

#### JURISDICTION AND VENUE

7. This Court has jurisdiction over each Defendant because, upon information and belief, each Defendant, within the time period relevant to the claims asserted herein, either: (i) has owned real property in the state of New Jersey, out of which this dispute arises; (ii) has been licensed to and has regularly conducted business in the State of New Jersey, out of which this dispute arises, or (iii) otherwise intentionally has availed itself of the laws of the State of New Jersey through the promotion, marketing and distribution of products or services in the State of New Jersey, so as to render the exercise of jurisdiction by New Jersey courts permissible.

8. Venue is proper in the Superior Court of New Jersey, County of Bergen, pursuant to New Jersey Court Rules 4:3-2(a) and (b), because the wrongful acts took place in Bergen County, the property damaged and trespassed upon lies in Bergen County, and defendant Quattro Construction Managements, LLC does business in Bergen County.

## STATEMENT OF FACTS

### The Neglect of the Libyan Property

9. For approximately ten years, up until three months ago, the Libyan Property was uninhabited and in complete disrepair. Indeed, the Libyan Property was so overgrown with shrubbery that the sidewalk abutting the Libyan Property was unusable by Plaintiffs and other members of the Englewood community.

10. Upon information and belief, Col. Qaddafi directs all actions of the Libyan Government and its representatives, and has even declared himself "King of Kings."

11. Although Rabbi Boteach lodged complaints, the condition of the Libyan Property and its encroachment upon public walkways went unremedied.

12. This overgrowth and neglect has damaged Rabbi and Mrs. Boteach, in that the value of their property has diminished due to the neglect and disrepair of the neighboring Libyan Property, and their family has facing added danger by being been compelled to walk in the street instead of on the sidewalks when making short journeys.

13. This sidewalk obstruction has been of particular concern to Rabbi and Mrs. Boteach, as observant Jews, who are not permitted to drive on the Sabbath and, therefore, must use the public sidewalks.

### The Construction on the Libyan Property

14. Approximately three months ago, substantial construction and renovation work began on the Libyan Property. At times, construction has consisted of as many as 100 workers and as many as 40 vehicles in a single day.

15. This construction has created intolerable noise, traffic, crowding and dust throughout the neighborhood and particularly at the Boteach Property adjacent to the Libyan Property.

16. Indeed, the construction trucks have at times completely blocked the public streets bordering the Libyan Property.

17. The Boteachs often ride bicycles with their children, as is typical in this residential community, but have been regularly compelled to dodge cars, in light of the increased traffic caused by the extensive construction work on the Libyan Property.

18. On August 24, 2009, subsequent to inspection of the Libyan Property by Englewood city officials, the City of Englewood issued a Stop Construction Order requiring the cessation of all construction on the Libyan Property until further notice from the Building Department, due to damage to the Boteach Property and a litany of violations of the New Jersey Uniform Construction Code and other applicable State and City laws, regulations and ordinances.

19. On August 26, 2009 the City Building Department issued a Notice and Order of Penalty for Defendants' continued violation of the Stop Construction Order.

20. Upon information and belief, both the Stop Construction Order and the Notice and Order of Penalty have been ignored and work has continued on the Libyan Property unabated.

21. Upon information and belief, on August 28, 2009, the Superior Court of Bergen County scheduled a hearing for August 31, 2009, to determine whether a temporary restraining order sought by the City of Englewood requiring that work be halted on the Libyan Property, for, among other things, violation of the Stop Construction Order, should be issued.

### The Boteach Fence and Trees

22. The east side of the Boteach Property was previously separated from the Libyan Property by a wall of trees and a fence. The trees ("Boteach Trees") and fence ("Boteach Fence") were entirely contained within the Boteach Property.

23. The Boteach Trees were mature and healthy trees, each approximately thirty (30) feet tall and three (3) feet in circumference. The Boteach Trees were mature at the time of Rabbi Boteach's purchase of the Boteach Property ten years ago, and are estimated to have been at least 30 years old at the time of their destruction.

24. The Boteach Fence was four (4) feet high and constructed of chain-linked metal. The fence was installed on the Boteach Property approximately ten (10) years ago, and existed at the time the Boteach family moved into the Boteach Property.

25. Plaintiffs relied on the Boteach Fence to protect the Boteach Property, the Boteach family, and the family's solitude.

26. Approximately one month ago, without authorization, workers from the Libyan Property entered onto the Boteach Property, removed the Boteach Fence and cut down and removed approximately ten Boteach Trees.

27. This had the effect of directly exposing the Boteach Property to the Libyan Property and has resulted in a loss of privacy to the Boteachs and their family.

28. On information and belief, visual and audio surveillance devices are being installed on the Libyan Property around the perimeter of the fence, in a manner that will likely be able to capture activity on the Boteach Property.

29. On information and belief, this destruction of the Boteach Fence and Boteach Trees was undertaken intentionally, to improve the sightlines from the Libyan property for general surveillance purposes.

30. While Defendants have contested ownership of the Boteach Trees, Defendants were well aware that the trees were close to the property line, and intentionally or recklessly set out to remove them without ever attempting to resolve the tree ownership issue with the Boteachs.

31. In addition to destroying property belonging to Rabbi and Mrs. Boteach, the destruction and removal of the Boteach Fence and the Boteach Trees were also in violation of Englewood city ordinances.

32. Pursuant to the city's tree ordinances, a permit and replanting schedule are required to remove trees.

33. The City of Englewood specifically requested that Defendants apply for a tree permit before cutting down the Boteach Trees, but Defendants never obtained such a permit.

34. City regulations further require that to cut down a neighbor's tree for safety reasons, the concerned neighbor must first inform the tree owner that the neighbor is hiring an arborist to evaluate the tree's condition. Only if the arborist adjudges the tree to pose a danger can the neighbor remove the tree, provided the owner is first given the arborist's report.

35. None of these required actions were undertaken by Defendants prior to cutting down the Boteach Trees.

36. By the time workers hired by Defendants had removed the Boteach Fence, the Libyan Property had become a dangerous construction site. The Boteach Property was left



exposed to this construction site, endangering the Boteach family's children, who play in the yard around their home.

37. Defendants eventually replaced the Boteach Fence with a new six (6) foot tall, two-thousand (2000) square foot black metal fence, which encroaches upon the Boteach Property.

38. Although a city variance is required to construct a fence of this height, upon information and belief, Defendants neither applied for nor received such a variance.

39. Moreover, this new fence has been designed with a sharp, hazardous top that is unreasonably dangerous in a residential neighborhood full of school children, including, in closest proximity, the Boteach children.

40. The result of these actions has been to undermine the Boteachs' safety and privacy in a manner that cannot be adequately restored and compensated for in a timely fashion.

#### **The Proposed Libyan Tent**

41. Under the Foreign Missions Act of 1982, the United States Department of State ("State Department") may set conditions on the purchase of land by foreign governments. Libya signed an agreement with the State Department when it purchased the Libyan Property that restricted residency in the property to the Libyan ambassador, his family and a maintenance worker.

42. To waive these restrictions, Libya was required to receive approval from the State Department. Upon information and belief, no such waiver request has been made by the Libyan Government.

43. Defendants have declared their intention to erect a tent on the Libya Property for Mr. Qaddafi and his entourage to reside in and entertain guests during his stay in New York for

the U.N. General Assembly session in September. Upon information and belief, Mr. Qaddafi is reported to travel with an entourage of up to 300 other Libyan foreign nationals, including a security force of 40 combat-trained bodyguards armed with machine guns.

44. Englewood officials have stated that such an action would require expenditures by the City of approximately \$20,000 per day in police overtime and other expenses, due to increased crowding, traffic and security concerns.

45. The proposed Libyan tent has generated extensive opposition in the community and throughout New Jersey, most recently at an extensive public rally in Englewood held on August 30, 2009, attended by Governor Jon Corzine, U.S. Senator Frank R. Lautenberg, U.S. Congressman Steve Rothman, Englewood Mayor Michael Wildes and hundreds of other concerned citizens. This opposition is particularly sensitive due to the presence in Englewood and vicinity of various family members of victims of the 1988 bombing of Pan American Flight 103 over Lockerbie, Scotland.

46. In expressing his concerns at the rally, Governor Corzine stated "Mr. Qaddafi is not welcome in New Jersey." U.S. Senator Lautenberg noted that "[i]n our state, 38 people perished at the hands of this murderer." Sen. Lautenberg added, "[w]e don't want Qaddafi in New Jersey. We prefer that he doesn't even come to this country, he has the right as all people in leadership, scoundrels though they may be, to be in the international zone. And beyond that we don't want to welcome him here, to add further pain and insult to the families [of Lockerbie victims]."

47. U.S. Congressman Rothman commented that Col. Qaddafi's planned stay in Englewood was a "potential disaster that was looming for the residents of this city and surrounding communities." He further noted that "last Saturday was the first time I heard the

rumor that Muammar Qaddafi was coming to Englewood and I shuddered at the recollection of the same kind of terror that ran through me 27 years ago," when Congressman Rothman was Mayor-elect of Englewood.

48. The current Englewood mayor, Michael Wildes, expressed his concern that "[f]or all we know this is a safe house that's going to be used for other illicit conduct and we already have challenges with the United Nations on U.S. soil anyway. I do not want him here in our city."

49. The proposed Libyan tent is contrary to the residential nature of the community, and would draw large crowds, news media, and likely security threats, in light of the controversial nature of the Libyan Government's current and historical acts and positions, particularly those of Mr. Qaddafi.

50. Should such a diplomatic stay take place, the Boteachs will suffer particular injury, in addition to that suffered by the public in general, in that their ingress and egress from their home will be restricted by traffic, crowding and public and private security. The Boteachs and their property are at particular risk for any possible security breach, and the excess noise from such an atypical use of the Libyan Property will be most severe for them and other immediate neighbors.

51. Due to the previous incursions upon and destruction of the Boteach Property by Defendants and their agents, Rabbi Boteach and his family are also in fear of their security and the security of their property from those intended guests on the Libyan Property, and may be compelled to hire supplemental private security during the time of the planned diplomatic stay.

52. All of the above activity by Defendants has substantially damaged the Boteach Property.

53. Moreover, as a result of the outrageous and unlawful actions of Defendants directed toward Rabbi and Mrs. Boteach and their family, Rabbi Boteach and his family have suffered and will continue to suffer severe emotional distress, stress, anxiety, and genuine fear for their personal safety, due in large measure to the current and historical actions of the Libyan Government. Indeed, Defendants' actions and invasion of the Boteachs' property rights have eroded the Boteach family's sense of security within their own home.

### COUNT ONE

#### **Trespass Upon Property**

54. Plaintiffs repeat and reallege each allegation of the Complaint as if set forth herein.

55. Defendants have knowingly and intentionally trespassed upon and invaded the Boteach Property, directly or through their agents, by entering the real property without permission, destroying the trees and fence on the real property, and erecting a fence that encroaches upon the Boteach Property and poses a hazard to the Boteachs.

56. Alternatively, Defendants recklessly or negligently trespassed upon and invaded the Boteach Property, directly or through their agents, and caused damage thereto.

57. Although Defendants were informed that they were trespassing and destroying property belonging to Rabbi and Mrs. Boteach, they failed to desist from this trespass and destruction.

58. Although Defendants were informed by City Officials that they must follow city ordinances in destroying trees, they nonetheless proceeded without satisfying these laws.

59. Defendants knew that they were invading Rabbi and Mrs. Boteach's land and destroying mature trees as well as the Boteach Fence, devaluing the Boteach Property and

violating the Boteachs' property rights, and, on information and belief, acted intentionally for the specific purpose of doing so.

60. As a result of the unlawful actions of Defendants, Plaintiffs will suffer irreparable injury in that any new replacement trees will not reach maturity for many years and Defendants may attempt to remove additional trees from the Boteach property. Monetary damages will therefore not fully compensate Plaintiffs for any future such incursions and the violation of their property rights. Only through the exercise of this Court's equitable powers can Rabbi and Mrs. Boteach be fully protected from future irreparable harm that Defendants' actions threaten to inflict.

## COUNT TWO

### **Public Nuisance**

61. Plaintiffs repeat and reallege each allegation of the Complaint as if set forth herein.

62. Each property owner has an obligation to maintain his or her home and yard and keep public walkways adjoining his or her property clear.

63. The public has a common right to clear sidewalks, freedom from blight from neglected neighborhood property, and freedom from noise, dust and traffic from unreasonable construction and usage of property in violation of city ordinances.

64. Defendants' actions are unreasonable, in that they have and threaten to continue to reduce greatly the peace, safety, comfort and convenience of the public in Englewood.

65. The neglect and subsequent construction at the Libyan Property are in violation of city ordinances.

66. These acts, as Defendants have been informed by Rabbi Boteach and city officials, have a continuing and detrimental effect.

67. Such harm, including the danger to the public security and peace posed by the proposed Libyan tent, will likely continue unless prohibited by the Court.

68. The Boteachs are specifically harmed as an immediate neighbor of the Libyan Property.

### **COUNT THREE**

#### **Intentional Invasion and Private Nuisance**

69. Plaintiffs repeat and reallege each allegation of the Complaint as if set forth herein.

70. Defendants' actions in neglecting the Libyan Property, engaging in large-scale construction leading to traffic, dust, and noise in defiance of city ordinance, and in preparing the Libyan Property for the abnormal use of housing a tent for visiting diplomats and their entourage substantially harms Plaintiffs as neighbors and adjoining property owners to the Libyan Property.

71. This invasion of Rabbi and Mrs. Boteach's rights is knowing, as the Defendants have been informed by the city of the harm to neighbors such as Rabbi Boteach, and have even been ordered to stop work by the City of Englewood.

72. The negligence, unregulated construction, and proposed tent city substantially impair the Boteachs' use and enjoyment of their property.

### **COUNT FOUR**

#### **Invasion of Residential Privacy, Intrusion Upon Seclusion**

73. Plaintiffs repeat and reallege each allegation of the Complaint as if set forth herein.

74. The Defendants intentionally intruded upon the Boteach Property by removing mature trees on the Boteach Property and removing the Boteach Fence, which together provided the Boteachs with visual seclusion and security from the neighboring Libyan Property.

75. This conduct by Defendants was an intentional and highly offensive intrusion upon Rabbi and Mrs. Boteach's residential property.

76. The Boteachs' residence and property are now completely exposed to the Libyan Property, which, as a foreign mission property, on information and belief, has sophisticated audio and visual surveillance devices that may now be directed across to the Boteach Property.

77. A reasonable person would find this intrusion and invasion of privacy highly offensive.

78. Rabbi and Mrs. Boteach and their family have suffered emotional distress from this invasion, due to the severity of the intrusion upon their seclusion and privacy, and due to the current and historical acts undertaken and beliefs held by the Libyan Government and its officials.

#### COUNT FIVE

##### Negligence

79. Plaintiffs repeat and reallege each allegation of the Complaint as if set forth herein.

80. Defendants had a duty to respect their neighbors' property rights, including the Boteachs, and to perform any work on their property with due care.

81. Defendants have breached this duty in encroaching upon the Boteachs' real property, damaging and destroying objects on that property without authorization, failing to

maintain the Libyan Property and proceeding with construction on the Libyan Property in a manner that has caused a nuisance and violated city ordinances.

82. The Boteachs have been injured as a result of this breach of duty by Defendants.

### COUNT SIX

#### **Intentional Infliction of Emotional Distress**

83. Plaintiffs repeat and reallege each allegation of the Complaint as if set forth herein.

84. Defendants have knowingly and intentionally trespassed upon and invaded the Boteach Property, directly or through their agents, by entering the real property without permission, destroying the trees and fence on the real property, and erecting a fence that encroaches upon the Boteach Property.

85. Alternatively, Defendants recklessly invaded the Boteach Property, directly or through their agents, and caused damage thereto.

86. Although Defendants were informed that they were trespassing and destroying property belonging to Rabbi and Mrs. Boteach, they failed to desist from this trespass and destruction.

87. Defendants knew that they were invading the Boteachs' land, destroying their property, violating their property rights, and, on information and belief, acted for the specific purpose of doing so.

88. As a result of the outrageous and unlawful actions of Defendants directed toward Rabbi and Mrs. Boteach and their family, Rabbi Boteach and his family have suffered and continue to suffer severe emotional distress, stress, anxiety, and genuine fear for their personal



safety. Indeed, Defendants' actions against the Boteach family have eroded the Boteach family's sense of security within even the confines of their own home.

#### **COUNT SEVEN**

##### **Conversion**

89. Plaintiffs repeat and reallege each allegation of the Complaint as if set forth herein.

90. Defendants entered onto the Boteach Property and removed, converted and deprived the Boteachs of their lawful property, including the Boteach Fence and the Boteach Trees.

91. Defendants undertook those actions knowingly and intentionally.

92. The Boteachs suffered a monetary loss due to the conversion of their property.

#### **COUNT EIGHT**

##### **Permanent Injunction**

93. Plaintiffs repeat and reallege each allegation of the Complaint as if set forth herein.

94. Defendants, by their acts, threaten a continuing trespass upon the Boteach Property.

95. Defendants, by their acts, threaten to maintain a continuing public and private nuisance affecting the Boteachs and the Englewood community.

96. Monetary damages will not adequately compensate Rabbi and Mrs. Boteach for the injuries that Defendants have caused and will continue to cause absent relief from this Court.

97. Absent injunctive relief, Rabbi and Mrs. Boteach have and will continue to suffer substantial and irreparable injuries to which they have no adequate remedy at law.

98. In balancing the equities, the injuries caused to the Boteachs, should an injunction not be issued, would be more substantial and far more detrimental than any harm that issuance of an injunction would impose on Defendants through issuance of an injunction.

**WHEREFORE**, Plaintiffs respectfully request that the Court enter judgment against Defendants:

(a) Permanently enjoining Defendants and their agents, employees and all persons acting under, in concert with, or on their behalf, from further entry upon the Boteach Property, except to the extent of directing Defendants to remove portions of the new black metal fence that encroaches upon the Boteach Property;

(b) Permanently enjoining Defendants and their agents, employees and all persons acting under, in concert with, or on their behalf, from violating city construction ordinances and creating and continuing an ongoing public and private nuisance on the Libyan Property, under color of diplomatic or sovereign immunity;

(c) Permanently enjoining Defendants and their agents, employees and all persons acting under, in concert with, or on their behalf, from use of the Libyan Property to house Mr. Qaddafi and/or other visiting diplomats in a tent to be raised on the Libyan Property;

(d) Awarding compensatory damages, in an amount to be determined at trial, plus interest;

(e) Awarding punitive damages, in an amount to be determined at trial, plus interest;

(f) Awarding all costs incurred by Rabbi and Mrs. Boteach in bringing this action, including attorneys' fees and costs; and

(g) Such other and further relief as this Court may deem just and proper.

Dated: August 31, 2009

Respectfully submitted,

**KASOWITZ, BENSON, TORRES  
& FRIEDMAN LLP**

By:



Eric D. Herschmann

Attorneys for Plaintiffs Rabbi Shmuley Boteach and  
Deborah Boteach

**CERTIFICATION PURSUANT TO RULE 4:5-1(2)**

I, Eric D. Herschmann, an attorney for the above-named Plaintiffs, do hereby certify that the matter in controversy in the above dispute is not the subject of any other action pending in any other court or of a pending arbitration proceeding, and no other action or arbitration is contemplated at this time. Furthermore, I am aware of no other party needed to be joined in this action.

**DESIGNATION OF TRIAL COUNSEL**

Eric D. Herschmann is hereby designated as trial counsel for Plaintiffs in this matter.

  
Eric D. Herschmann

Dated: August 31, 2009



# CIVIL CASE INFORMATION STATEMENT

## (CIS)

Use for initial Law Division  
Civil Part pleadings (not motions) under Rule 4:5-1  
Pleading will be rejected for filing, under Rule 1:5-6(c),  
if information above the black bar is not completed or  
if attorney's signature is not affixed.

FOR USE BY CLERK'S OFFICE ONLY

PAYMENT TYPE: CK CG CA

CHG/CK NO.

AMOUNT:

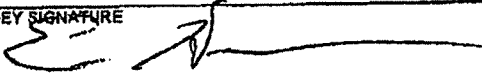
OVERPAYMENT:

BATCH NUMBER:

1. ATTORNEY/PRO SE NAME Eric D. Herschmann		2. TELEPHONE NUMBER (973) 645-9482		3. COUNTY OF VENUE Bergen	
4. FIRM NAME (if applicable) Kasowitz, Benson, Torres & Friedman LLP			5. DOCKET NUMBER (When available)		
6. OFFICE ADDRESS One Gateway Center, Suite 2600 Newark, New Jersey 07102			7. DOCUMENT TYPE Complaint		
9. NAME OF PARTY (e.g., John Doe, Plaintiff) Rabbi Shmuley Boteach, Deborah Boteach, Plaintiffs			10. CAPTION Rabbi Shmuley and Deborah Boteach v. Great Socialist People's Libyan Arab Jamahiriya; Muammar Abu Minyar al-Qaddafi; Ibrahim Dabbashi; Quattro Construction Management, LLC; and Sal Dunla, Defendants		
11. CASE TYPE NUMBER (See reverse side for listing) 399		12. 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:53A-27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.			
13. RELATED CASES PENDING? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		14. IF YES, LIST DOCKET NUMBERS			
15. DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			16. NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY, IF KNOWN <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		

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

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

17. A. DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, IS THAT RELATIONSHIP <input type="checkbox"/> EMPLOYER-EMPLOYEE <input checked="" type="checkbox"/> FRIEND/NEIGHBOR BUSINESS <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL			
18. B. DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
19. USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION:  This case requires accelerated disposition, as irreparable damages are already occurring and will continue to occur absent relief from this Court.					
20. 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:			
21. WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE:			
22. ATTORNEY SIGNATURE  8/31/09					