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### Forms and Appendices Online

The following Forms and Appendices are available online. See the Digital Access page at the front of this book for details about how to access the Forms and other Appendix documents.

#### PRESUIT FORMS

Form 1-001	Consumer Fraud Case Intake
Form 1-002	Plaintiff's Contingent Fee Agreement for Attorney's Fees Only
Form 1-003	Presuit Demand Letter Alleging Consumer Fraud Act Violations (Generic)
Form 1-004	Plaintiff's Attorney's Letter to Client Transmitting Presuit Demand

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- Form 1-005 Agreement to Provide Legal Services—Hourly Fee
- Form 1-006 Agreement to Provide Legal Services—Contingent Fee
- Form 1-007 Defense Fee Agreement—Hourly Fee

### PLAINTIFF'S INITIAL PLEADING FORMS

- Form 2-001 CFA Litigation Checklist
- Form 2-002 Letter to Attorney General Pursuant to N.J.S.A. 56:8-20
- Form 2-003<sup>1</sup> Universal Letter for Filing and/or Service of Process of Pleadings and Papers
- Form 2-004<sup>2</sup> Case Information Statement (Front Page)
- Form 2-005 Complaint and Jury Demand Alleging All 3 Types of CFA Violations on a Contract for Sale of Goods and/or Services
- Form 2-006 Complaint and Jury Demand Alleging All 3 Types of CFA Violations on a Contract for Sale of Goods and/or Services with Civil Conspiracy To Commit Tort/Concert of Action and Joint Enterprise/Venture Causes of Action
- Form 2-007 Complaint and Jury Demand Alleging Per Se CFA Violation and Section 2 CFA Violations—Odometer Rollback Fraud Against Used Car Dealer
- Form 2-008 Complaint with Jury Demand Alleging CFA Violation in the Sale of Real Estate (Defective Septic System, Claim Against Seller, Agent and Broker)
- Form 2-009 Complaint with Jury Demand Alleging Section 2 CFA Violations in the Sale of Real Estate—Sale of New Home Involving Claim against New Home Contracting Company, Architect, Building Materials Supply Company, Real Estate Brokerage Agency and Real Estate Agent
- Form 2-010 Generic Class Action Complaint by New Jersey Residents Against Sellers of Goods/Services
- Form 2-011 Complaint and Jury Demand Alleging All 3 Types of CFA Violations on Contract for Sale/Lease of Vehicle with Predelivery Defects
- Form 2-012 Order to Show Cause Submitted with New Complaint and as Original Process Seeking Temporary Restraints Pursuant to R. 4:52

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<sup>1</sup> This letter is adapted for a variety of filing/service situations. Therefore, when using this form, the practitioner or their staff checks off the appropriate lines/boxes appearing and fills out appropriate numbers where necessary. The "Other" line requires a description of the miscellaneous pleadings/papers being submitted/forwarded. The letter is prepared so that, where appropriate, the author may include reference to forwarding a carbon copy of the letter and its enclosures upon the author's adversaries.

<sup>2</sup> To check for an updated version of this form, go to <https://njcourts.gov/attorneys/legalforms.html>.

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- Form 2-013 Order to Show Cause Submitted with New Complaint and as Original Process Seeking Preliminary Injunction Pursuant to R. 4:52 and Without Temporary Restraints
- Form 2-014 Order to Show Cause, Summary Action
- Form 2-015 Order Continuing Restraints Entered on Order to Show Cause
- Form 2-016 Order Resolving Order to Show Cause

### **SERVICE OF PROCESS FORMS**

- Form 3-001<sup>3</sup> Civil Action Summons for Complaint
- Form 3-002 Summons for Special Civil Part Complaint
- Form 3-003 Letter to Sheriff Transmitting Track Assignment Notice, Case Information Statement, Complaint and Summons for Service of Process
- Form 3-004<sup>4</sup> Universal Letter for Filing and/or Service of Process of Pleadings and Papers
- Form 3-005 Affidavit of Service for Use by Private Process Servers

### **DEFENSE INITIAL PLEADING FORMS**

- Form 4-001<sup>5</sup> Universal Letter for Filing and/or Service of Process of Pleadings and Papers
- Form 4-002 Letter to Plaintiff's Counsel Transmitting Proposed Stipulation Extending Time to File Responsive Pleading
- Form 4-003 Stipulation Extending Time to File Responsive Pleading
- Form 4-004 Letter to Plaintiff's Counsel Transmitting Proposed Consent Order Extending Time to File Responsive Pleading
- Form 4-005 Consent Order Enlarging Time to File Responsive Pleading
- Form 4-006 Letter Forwarding Executed Consent Order to Pretrial Judge Assigned to Case

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<sup>3</sup>. To check for an updated version of this form, go to <https://njcourts.gov/attorneys/legalforms.html>.

<sup>4</sup>. This letter is adapted for a variety of filing/service situations. Therefore, when using this form, the practitioner or their staff checks off the appropriate lines/boxes appearing and fills out appropriate numbers where necessary. The "Other" line requires a description of the miscellaneous pleadings/papers being submitted/forwarded. The letter is prepared so that, where appropriate, the author may include reference to forwarding a carbon copy of the letter and its enclosures upon the author's adversaries.

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- Form 4-007 Sample Affirmative Defenses to CFA Complaint
- Form 4-008 Defendant/Third Party's Complaint With Jury Demand  
(Automobile Auction Purchase)

### **DISCOVERY DOCUMENTS**

- Form 5-001 Letter Transmitting Plaintiff's Discovery Demands to  
Defense Counsel
- Form 5-002 Plaintiff's Demand for Certification of Insurance  
Information to Defendants
- Form 5-003 Plaintiff's First Set of Interrogatories Directed to  
Defendants—CFA Violations in Sale of Goods and/or  
Services
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### PRETRIAL MOTION PRACTICE

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Form 6-006 <sup>7</sup>	Universal Letter for Filing and/or Service of Process of Pleadings and Papers

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<sup>6</sup> This letter is adapted for a variety of filing/service situations. Therefore, when using this form, the practitioner or their staff checks off the appropriate lines/boxes appearing and fills out appropriate numbers where necessary. The "Other" line requires a description of the miscellaneous pleadings/papers being submitted/forwarded. The letter is prepared so that, where appropriate, the author may include reference to forwarding a carbon copy of the letter and its enclosures upon the author's adversaries.

<sup>7</sup> This letter is adapted for a variety of filing/service situations. Therefore, when using this form, the practitioner or their staff checks off the appropriate lines/boxes appearing and fills out appropriate numbers where necessary. The "Other" line requires a description of the miscellaneous pleadings/papers being submitted/forwarded. The letter is prepared so that, where appropriate, the author may include reference to forwarding a carbon copy of the letter and its enclosures upon the author's adversaries.



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<sup>8</sup>. This letter is adapted for a variety of filing/service situations. Therefore, when using this form, the practitioner or their staff checks off the appropriate lines/boxes appearing and fills out appropriate numbers where necessary. The "Other" line requires a description of the miscellaneous pleadings/papers being submitted/forwarded. The letter is prepared so that, where appropriate, the author may include reference to forwarding a carbon copy of the letter and its enclosures upon the author's adversaries.

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- Form 8-002 Letter Transmitting Uniform Commercial Arbitration Statement
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<sup>9</sup> This letter is adapted for a variety of filing/service situations. Therefore, when using this form, the practitioner or their staff checks off the appropriate lines/boxes appearing and fills out appropriate numbers where necessary. The "Other" line requires a description of the miscellaneous pleadings/papers being submitted/forwarded. The letter is prepared so that, where appropriate, the author may include reference to forwarding a carbon copy of the letter and its enclosures upon the author's adversaries.

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<sup>10</sup>. The model jury charges have been renumbered and the latest version of the model CFA charge may be found at <https://njcourts.gov/attorneys/civilcharges.html>.

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### APPENDICES

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Appendix B	Division of Consumer Affairs Administrative Code Rules Index Organized by Order of Citation
Appendix C	Subject Heading Index for Consumer Fraud Act Subsections, Related Statutes Outside the CFA and Division of Consumer Affairs Administrative Code Rules
Appendix D	Per Se Consumer Fraud Act Violation Civil Liability Index
Appendix E <sup>12</sup>	New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 through N.J.S.A. 56:8-195

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<sup>11</sup>. This letter is adapted for a variety of filing/service situations. Therefore, when using this form, the practitioner or their staff checks off the appropriate lines/boxes appearing and fills out appropriate numbers where necessary. The "Other" line requires a description of the miscellaneous pleadings/papers being submitted/forwarded. The letter is prepared so that, where appropriate, the author may include reference to forwarding a carbon copy of the letter and its enclosures upon the author's adversaries.

<sup>12</sup>. To check for updates to the Consumer Fraud Act Statute, visit <http://www.nj.gov/oag/ca/ocp/statsregs.htm>.