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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
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

<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 2-009	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
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
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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.

<sup>5</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 4-002	Letter to Plaintiff’s Counsel Transmitting Proposed Stipulation Extending Time to File Responsive Pleading
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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
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**

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Form 5-003	Plaintiff’s First Set of Interrogatories Directed to Defendants—CFA Violations in Sale of Goods and/or Services
Form 5-004	Plaintiff’s First Notice to Produce Directed to Defendants—CFA Violation in Sale of Goods and/or Services
Form 5-005	Plaintiff’s First Set of Interrogatories Directed to Defendant—CFA Violations in Sale of Preowned Home with Defective Septic System
Form 5-006	Plaintiff’s First Notice to Produce Directed to Defendants—CFA Violations in Sale of Preowned Home with Defective Septic System
Form 5-007	Letter Transmitting Defendant’s Discovery Demands to Plaintiffs’ Counsel
Form 5-008	Defendant’s Demand for Statement of Damages to Plaintiffs
Form 5-009	Defendant’s Demand for Copies of Documents Referred to in Complaint Pursuant to Rule 4:18-2
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Form 5-018	Letter to Opponent Transmitting Discovery Responses
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Form 6-003	Order Granting Motion to Suppress Responsive Pleading for Failure to Make Discovery
Form 6-004	Certification of Counsel in Support of Motion to Suppress Responsive Pleading for Failure to Make Discovery
Form 6-005	Certification of Service to Motion to Suppress Responsive Pleading for Failure to Make Discovery
Form 6-006 <sup>7</sup>	Universal Letter for Filing and/or Service of Process of Pleadings and Papers
Form 6-007	Notice of Motion to Dismiss Complaint for Failure to Make Discovery
Form 6-008	Order Granting Motion to Dismiss Complaint for Failure to Make Discovery
Form 6-009	Certification of Counsel in Support of Motion to Dismiss Complaint for Failure to Make Discovery
Form 6-010	Certification of Service to Motion to Dismiss Complaint for Failure to Make Discovery

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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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Form 8-007	Proposed Order Confirming Arbitration Award, Entering Award of Fees and Costs and Entering Judgment

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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.

<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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- Form 8-008 Certification of Service to Plaintiffs' Motion to Confirm Arbitration Award, to Enter an Award of Counsel Fees and to Enter Judgment
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- Form 9-002 Letter Transmitting Notice in Lieu of Subpoena for Appearance at Trial
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- Form 9-005 Letter Transmitting Subpoena for Trial Testimony to Nonparty
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- Form 10-008 Warrant to Satisfy Judgment
- Form 10-009 Letter Transmitting Warrant to Satisfy Judgment Never Recorded as Lien to Court for Filing
- Form 10-010 Warrant to Satisfy Judgment Never Recorded as Lien
- Form 10-011 Letter Serving Time Stamped Copy of Warrant to Satisfy Judgment on Defense Counsel

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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

Appendix A	Consumer Fraud Act Subsections Index Organized by Order of Citation
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>.