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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
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Form 1-002 Plaintiff's Contingent Fee Agreement for Attorney's Fees Only

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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[1] Universal Letter for Filing and/or Service of Process of Pleadings and Papers
Form 2-004[2] 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

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1. 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.

2. To check for an updated version of this form, go to http://www.judiciary.state.nj.us/forms.htm.

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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[3] 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[4] 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[5] 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

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3. To check for an updated version of this form, go to http://www.judiciary.state.nj.us/forms.htm.

4. 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 4-004 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
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
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
Form 5-010 Defendant's First Set of Interrogatories Directed to Plaintiff in a Consumer Fraud Case—CFA Violation in Sale of Goods and/or Services
Form 5-011 Defendants' First Notice to Produce Directed to Plaintiffs—CFA Violation in Sale of Goods and/or Services
Form 5-012 Defendant's First Set of Interrogatories Directed to Plaintiff in a Consumer Fraud Case (Fraud in Real Property Sale Relative to Defective Septic System)

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Form 5-013 Defendant's First Notice to Produce Directed to Plaintiffs—CFA Violation in Preowned Home Relative to Defective Septic System
Form 5-014 Letter Transmitting Notice in Lieu of Subpoena for Deposition
Form 5-015 Notice in Lieu of Subpoena for Deposition
Form 5-016 Defense Counsel's Letter Transmitting Subpoena for Records Deposition upon Nonparty
Form 5-017 Letter to Client Forwarding Adversary's Discovery Demands for Completion
Form 5-018 Letter to Opponent Transmitting Discovery Responses
Form 5-019 Draft Interrogatory Answers with General Objections Interposed
Form 5-020 Letter to Opponent Transmitting Amendments to Discovery Responses
Form 5-021 Letter Demanding Overdue Responses to Interrogatories and Notice to Produce
Form 5-022 Subpoena for Records Deposition of Nonparty
Form 5-023 First Set of Interrogatories to Third Party Defendants (Automobile Auction Purchase)
Form 5-024 First Notice to Produce to Third Party Defendants (Automobile Auction Purchase)

PRETRIAL MOTION PRACTICE

Form 6-001[6] Universal Letter for Filing and/or Service of Process of Pleadings and Papers
Form 6-002 Notice of Motion to Suppress Responsive Pleading for Failure to Make Discovery
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

[6] 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 6-006[7] 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
Form 6-011 Letter to Client Pursuant to Rule R. 4:23-5(a)(1)
Form 6-012 Letter to Pro Se Party Pursuant to Rule R. 4:23-5(a)(1)
Form 6-013 Letter to Client Pursuant to Rule R. 4:23-5(a)(2)
Form 6-014 Letter to Pro Se Party Pursuant to Rule R. 4:23-5(a)(2)
Form 6-015 Letter to Opponent Requesting Consent to Extend Discovery 60 Days
Form 6-016 Letter to Court Requesting 60 Day Extension of Discovery
Form 6-017[8] Universal Letter for Filing and/or Service of Process of Pleadings and Papers
Form 6-018 Notice of Motion to Extend Discovery Pursuant to Rule 4:24-1(C)
Form 6-019 Order Granting Motion to Extend Discovery Pursuant to Rule 4:24-1(C)
Form 6-020 Certification of Counsel in Support of Motion to Extend Discovery Pursuant to Rule 4:24-1(C)
Form 6-021 Certification of Service to Motion to Extend Discovery Pursuant to Rule 4:24-1(C)
Form 6-022 Order Extending Discovery for Joinder of New Party and Setting new Discovery End Date Pursuant to R.4:24-1(b)

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7. 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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MEDIATION DOCUMENTS
Form 7-001 Letter to Plaintiffs Advising Same of Mediation
Form 7-002 Letter Transmitting Mediation Statement
Form 7-003 Mediation Settlement

ARBITRATION DOCUMENTS
Form 8-001 Letter to Plaintiffs Advising Same of Arbitration Hearing
Form 8-002 Letter Transmitting Uniform Commercial Arbitration Statement
Form 8-003 Plaintiff's Uniform Commercial Arbitration Statement
Form 8-004 Defendant's Uniform Commercial Arbitration Statement
Form 8-005[9] Universal Letter for Filing and/or Service of Process of Pleadings and Papers
Form 8-006 Plaintiff's Notice of Motion to Confirm Arbitration Award, Enter Award of Fees and Costs and Enter Judgment
Form 8-007 Proposed Order Confirming Arbitration Award, Entering Award of Fees and Costs and Entering Judgment
Form 8-008 Certification of Service to Plaintiffs' Motion to Confirm Arbitration Award, to Enter an Award of Counsel Fees and to Enter Judgment
Form 8-009 Certification of Counsel in Support of Motion to Confirm Arbitration Award, to Enter Award of Fees and Costs and to Enter Judgment*

TRIAL DOCUMENTS
Form 9-001 Letter to Plaintiff Advising Same of Trial
Form 9-002 Letter Transmitting Notice in Lieu of Subpoena for Appearance at Trial
Form 9-003 Notice in Lieu of Subpoena for Appearance at Trial
Form 9-004 Notice in Lieu of Subpoena for Appearance at Trial
Form 9-005 Letter Transmitting Subpoena for Trial Testimony to Nonparty
Form 9-006 Subpoena to Nonparty for Trial Testimony and the Production of Documents
Form 9-007 Letter Transmitting Pretrial Information Exchange to Opponent
Form 9-008 Plaintiff's Pretrial Information Exchange

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9. 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 9-009 Defendant's Pretrial Information Exchange
Form 9-010[10] Jury Charges
Form 9-011 Jury Interrogatories—CFA in Sale of Goods/Services
Form 9-012 Consent Order for Expedited Jury Trial
Form 9-013 Consent Order or Summary Jury Trial
Form 9-014 Plaintiff's Pretrial Memorandum Submitted Pursuant to R. 4:25-3

SETTLEMENT AND POST TRIAL DOCUMENTS
Form 10-001 Letter to Court Reporting Settlement
Form 10-002 Stipulation of Dismissal without Prejudice as to One Defendant Only
Form 10-003 Stipulation of Dismissal with Prejudice as to All Parties
Form 10-004 Letter Forwarding Stipulation of Dismissal to Court for Filing
Form 10-005 Plaintiff's Attorney's Letter Confirming Terms of Settlement with Client and Forwarding Release of Claims (w/encl.)
Form 10-006 Release of Claims
Form 10-007 Letter Transmitting Warrant to Satisfy Judgment Recorded as Lien to Court for Filing
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
Form 10-012 Plaintiff's Attorney's Letter to Client Forwarding Closing Statement
Form 10-013 Closing Statement
Form 10-014 Plaintiff's Attorney's Letter to Client Closing File

POST JUDGMENT COLLECTION DOCUMENTS
Form 11-001 Letter Serving Judgment on Opponent
Form 11-002 Letter Transmitting Judgment to Court for Recording as Statewide Lien
Form 11-003 Letter Serving Information Subpoena on Opponent
Form 11-004 Information Subpoena Directed to Debtor Defendant

[10]. The model jury charges have been renumbered and the latest version of the model CFA charge may be found at http://www.judiciary.state.nj.us/civil/civindx.htm.

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Form 11-005[11] Universal Letter for Filing and/or Service of Process of Pleadings and Papers
Form 11-006 Notice of Motion to Enforce Litigant's Rights
Form 11-007 Order Granting Motion to Enforce Litigant's Rights
Form 11-008 Certification of Counsel in Support of Motion to Enforce Litigant's Rights
Form 11-009 Certification of Counsel for Arrest Warrant Relative to Motion to Enforce Litigant's Rights
Form 11-010 Writ of Execution

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[12] New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1 through N.J.S.A. 56:8-195.

11. 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.

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

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