

ZAZZALI, FAGELLA, NOWAK
 KLEINBAUM & FRIEDMAN, P.C.
 One Riverfront Plaza
 Newark, New Jersey 07102
 (973) 623-1822
 Attorneys for Plaintiffs

ESSEX COUNTY CORRECTIONS	:	SUPERIOR COURT OF NEW JERSEY
OFFICERS PBA LOCAL NO. 382,	:	ESSEX COUNTY: LAW DIVISION
NEW JERSEY STATE POLICEMEN'S	:	
BENEVOLENT ASSOCIATION,	:	
JOSEPH AMATO and ANTHONY WIENERS,	:	
	:	DOCKET NO.: ESX-L-
Plaintiffs,	:	
	:	
v.	:	
	:	
COUNTY OF ESSEX, a body politic	:	
And corporate of the State of	:	
New Jersey, BOARD OF CHOSEN	:	
FREEHOLDERS OF THE COUNTY OF	:	VERIFIED COMPLAINT
ESSEX, a body politic and	:	FOR DECLARATORY JUDGMENT
corporate of the State of	:	
New Jersey, EDUCATION AND HEALTH	:	
CENTERS OF AMERICA, INC., and	:	
COMMUNITY EDUCATION CENTERS, INC.:	:	
	:	
Defendants.	:	
	:	

Plaintiffs, Essex County Corrections Officers PBA Local No. 382, New Jersey State Policemen's Benevolent Association, Joseph Amato and Anthony Wieners, all residing in or having a principal place of business in the County of Essex, by way of Verified Complaint against the Defendants, County of Essex, Board of Chosen Freeholders of the County of Essex, Education and Health Centers of America, Inc. and Community Education Centers, Inc., hereby say:

PRELIMINARY STATEMENT

This is an action pursuant to the Declaratory Judgment Act, N.J.S.A. 2A:16-50, et seq. seeking a judicial declaration that defendant Essex County's continued utilization of private facilities operated by defendants Education Health Centers of America, Inc. and Community Education Centers, Inc., to house and incarcerate inmates under the custody and control of Essex County, is void, ultra vires, and in violation of applicable law.

THE PARTIES

1. Plaintiff, Essex County Corrections Officers PBA Local No. 382 ("PBA Local 382") is the duly recognized collective negotiations representative for over 500 corrections officers employed by the defendant County of Essex at the Essex County Jail.

2. Plaintiff, New Jersey State Policemen's Benevolent Association ("State PBA") is an incorporated labor organization which is the parent body of plaintiff PBA Local 382. The State PBA represents the interests of over 30,000 law enforcement officers in New Jersey, including virtually all county corrections officers in this State.

3. Plaintiff, Joseph Amato, is a resident and taxpayer of the County of Essex, and is also the President of PBA Local No. 382.

4. Plaintiff, Anthony Wieners, is a resident and taxpayer of the County of Essex and President of the New Jersey State PBA.

5. Defendant, County of Essex ("County") is a body corporate and politic of the State New Jersey operating and existing under the laws of the State of New Jersey, which operates and oversees the Essex County Department of Corrections and the Essex County Correctional Facility.

6. Defendant, Board of Chosen Freeholders of the County of Essex ("Board of Freeholders") is a body corporate and politic of the State New Jersey operating and existing under the laws of the State of New Jersey, and which serves as the governing body of Essex County. The Board of Freeholders exercises budgetary and policy supervision of the Essex County Department of Corrections and the Essex County Correctional Facility.

7. Defendant, Education and Health Centers of America, Inc. ("EHCA") is incorporated as a nonprofit corporation under laws of the State of New Jersey, with its principal place of business in New Jersey. At all relevant times, EHCA has purported to be a nonprofit corporation organized exclusively for charitable, religious, educational and scientific purposes, formed with the object of providing educational and health services to the residents of New Jersey.

8. Defendant, Community Education Centers, Inc. ("CEC") is incorporated as a for-profit corporation under the laws of the

State of Delaware, with its principal place of business in New Jersey. At all relevant times, CEC has been engaged in the business of operating halfway houses, prisons and "re-entry centers" in seventeen states, including the State of New Jersey.

FACTUAL ALLEGATIONS

9. On or about October 18, 2011 the defendant County of Essex, through its Office of Purchasing, publicly advertised and issued a Request for Proposal ("RFP") for a vendor to provide alternative incarceration services for certain inmates who would otherwise be incarcerated at the Essex County Correctional Facility. See Exhibit "A."

10. The RFP required a successful bidder to house and provide a wide variety of custody services for up to 1000 inmates. See id.

11. On or about November 22, 2011, EHCA submitted a Proposal in Response to the County's Request for a Proposal. See Exhibit "B."

12. EHCA was awarded the contract by the County, effective January 1, 2012 through December 31, 2017, despite the fact that EHCA has a staff of only approximately six (6) employees. See Exhibit "C."

13. Pursuant to its contractual agreement with EHCA, the County houses approximately 1000 of the inmates remanded to its

custody and control at private facilities, known as Delaney Hall and Logan Hall. See Exhibit "A," "B" and "C."

14. The vast majority of the Essex County inmates assigned to these private facilities are pretrial detainees awaiting arraignment and/or trial proceedings, and presumably not in need of services necessary for their reintegration into society. Criteria adopted by the County Jail Administrators authorize the transfer of inmates facing serious charges, with bail amounts up to \$100,000.00, to Delaney Hall and Logan Hall. See Exhibit "J."

15. The County's agreement with EHCA provides for payments to EHCA "in an amount not to exceed \$129,785,750.00 for the first three years" in exchange for the provision of Alternative Incarceration/Residential Treatment for "inmates who otherwise would be incarcerated at the Essex County Correctional Facilities." The contract also provides that that EHCA will house federal Immigration and Custom Enforcement Detainees. See Exhibit "C."

16. Notwithstanding this agreement, EHCA has provided virtually none of the services required under its contract with the County. See Exhibit "F."

17. EHCA is incapable of itself providing the services required pursuant to its contract with the County because it only employs a staff of six (6) employees, a number far short of the hundreds of employees deemed necessary by the County to adequately

staff Delaney Hall and Logan Hall and provide all of the services set forth in its agreement with the County. See Exhibit "A," "B" and "F."

18. In order to meet its obligations under its contract with the County, EHCA "subcontracts" all of its obligations under its agreement with the County to defendant CEC, a for-profit corporation with over 800 employees, pursuant to a "Support Services Provider Agreement" ("Provider Agreement") dated August 7, 1996, as amended. See Exhibit "D."

19. By its own terms, the Provider Agreement between EHCA and CEC will continue in effect until the "end of the term of the last Government Contract" between EHCA and any New Jersey governmental entity. See id.

20. Pursuant to that Provider Agreement, the responsibilities and obligations performed by CEC, instead of EHCA as required by the contract with the County, include: (a) management and supervision of each Facility; (b) the implementation of clinical policies and procedures for clinical management; (c) the direct supervision and administration of patient care services; (d) training of clinical staff; (e) general administration of each facility where residential substance abuse services are provided; (f) employing adequate staff of competent and fully trained personnel; (g) maintaining complete and accurate records of operation, including financial and accounting records;

(h) securing each facility; and (i) maintaining each facility.
See id.

21. CEC is also the lessee of both Delaney Hall and Logan Hall, where the Essex inmates are housed. Because EHCA does not own any real property suitable for correctional services, CEC alone provides the physical structures necessary to house Essex County inmates pursuant to EHCA's agreement with the County. See Exhibit "G," "H," and "M."

22. Pursuant to the Support Services Agreement, EHCA pays CEC all of the monies it receives from the County, less a nominal holdback equivalent to approximately 1% of the total fee. As a result, CEC provides all of the services, and receives through EHCA all of the money, contemplated by the County's contract with EHCA. See Exhibit "B," "D," "G" and "H."

23. The corporate structures of EHCA and CEC confirm that EHCA has no purpose other than obtaining governmental contracts for CEC and making money for CEC's shareholders.

24. Of the approximately six (6) individuals employed by EHCA, four (4) of them simultaneously work for CEC in management capacities. See Exhibit "B" and "G."

25. John Clancy ("Clancy") is the President/CEO of both EHCA and CEC. See Exhibit "B."

26. As President of EHCA, Mr. Clancy is paid \$350,000.00 per year in salary. Mr. Clancy is also the principal owner of CEC,

serves as its President and earns a considerable income from CEC. See Exhibit "B," "G" and "H."

27. The CEC Senior Vice-President, Robert Mackay, is also a high ranking official of EHCA, and receives significant income from both organizations. See Exhibit "B."

28. Maria Carnevale is employed as EHCA's Assistant to the President for Finance and is also listed as the Assistant to the Director for Finance at CEC. See Exhibit "B."

29. Dr. Stephen Manocchio is the Medical Director of EHCA, and is simultaneously employed by CEC as its Corporate Medical Director. See Exhibit "B" and "Q" at 10.

30. While EHCA is organized as a charitable nonprofit corporation under New Jersey law, and as a 501(c)(3) tax exempt organization under Federal Tax law, it does not receive any income from charitable contributions. See Exhibit "G" and "H."

31. All of EHCA's income is derived from its contracts with governmental entities in New Jersey, including the County, and virtually all income it receives is promptly paid over to CEC. See id.

32. EHCA's sole corporate function is to serve as a conduit to obtain government contracts for CEC.

FIRST COUNT

33. Pursuant to N.J.S.A. 30:8-19, the defendant Board of Chosen Freeholders has the obligation under law to provide for the custody, care and control of all Essex County inmates.

34. Prior to the events described herein, the County provided these custody services at the Essex County Correctional Facility which employs trained corrections officers who are represented by plaintiff PBA Local 382 to perform these services.

35. The defendant Board of Chosen Freeholders' authority regarding the custody and location of its inmates is limited to those powers expressly granted to it by the Legislature.

36. While N.J.S.A. 30:8-19 authorizes a County Board of Chosen Freeholders to assume from the Sheriff of that same County the custody, rule, keeping and charge of all County Jail Facilities and of the prisoners therein, it does not authorize a County Board of Chosen Freeholders to transfer or delegate these powers and duties to a private entity.

37. No other statute or regulation authorizes the defendant Board of Chosen Freeholders to transfer its responsibility for the custody, care and control of Essex County inmates to a private entity.

38. In the absence of specific legislation authorizing the defendant Board of Chosen Freeholders to transfer its responsibility for the custody, care and control of Essex County

inmates to a private entity, its agreement with EHCA to house Essex County inmates at a private facility is without legal authority and void as a matter of law.

39. The action taken by the County and the County Freeholders in transferring their responsibility for the custody, care and control of Essex County inmates to EHCA, a private entity, is without legal authority and void as a matter of law.

40. Pursuant to the New Jersey Declaratory Judgment Law, N.J.S.A. 2A:16-50 et seq., plaintiffs are entitled to a declaratory judgment that the County Defendants' agreement with EHCA to provide alternative incarceration and residential treatment services for Essex County inmates is without legal authority and void as a matter of law.

WHEREFORE, Plaintiffs demand judgment:

- A. Finding and declaring that there is neither statutory nor regulatory authority which authorizes the defendant County to enter into a contract with defendant EHCA for the operation of alternative incarceration services and residential treatment for Essex County inmates.
- B. Finding and declaring that the defendant, Board of Chosen Freeholders, has exceeded its lawful authority by contracting with defendant EHCA, a private entity, to operate alternative incarceration facilities and provide residential treatment for Essex County inmates;
- C. Finding and declaring that the defendant Board of Chosen Freeholders' award of a contract to defendant EHCA for the operation of alternative incarceration facilities and provision of residential treatment for Essex County inmates constitutes an ultra vires act that is void as a matter of law;
- D. Finding and declaring that the contract between the defendant

County of Essex and the defendant EHCA is void as a matter of law and without force and effect;

- E. Finding and declaring that the continued obligations and/or performance of the contract between the defendant County of Essex and EHCA is void as a matter of law and without force and effect; and
- F. Granting such other and further legal and equitable relief as this Court may deem just.

SECOND COUNT

41. Plaintiffs repeat and incorporate all of the foregoing allegations of the Verified Complaint as if set forth herein at length.

42. EHCA and CEC created and utilize their arrangement of nominal compliance with N.J.S.A. 30:4-91.2 in order to procure for CEC lucrative governmental contracts to operate private correctional facilities, which CEC, as a for-profit corporation, is barred from receiving.

43. N.J.S.A. 30:4-91.2 authorizes the Commissioner of the New Jersey State Department of Corrections ("NJDOC") to "designate as a place of confinement any available, suitable, and appropriate institution or facility whether owned by the State or otherwise and may at any time transfer a person from one place of confinement to another."

44. N.J.S.A. 30:4-91.2 defines a "facility" to "include [] nonprofit community-based residential treatment centers which

provide for the care, custody subsistence, education, training and welfare of inmates."

45. N.J.S.A. 30:4-91.2 does not authorize a county, or a county's Board of Chosen Freeholders, to designate or utilize private facilities to house inmates under their custody and control. Such authority is limited to the Commissioner of the NJDOC.

46. N.J.S.A. 30:4-91.2 also specifically requires that any privately operated place of confinement be operated by a "nonprofit" entity.

47. The Attorney General of New Jersey has adopted this interpretation. In A.G. Opinion No. 86-0155, the Attorney General opined that, in enacting N.J.S.A. 30:4-91.2, "the Legislature contemplated and authorized a delegation of correctional responsibilities and authority to a private entity only in the context of a non-profit 'facility.'" See Exhibit "E" (emphasis supplied).

48. Because EHCA does not itself perform any of the custody services required under the contract with the County, EHCA does not "provide for the care, custody subsistence, education, training and welfare of inmates" within the meaning of N.J.S.A. 30:4-91.2.

49. Accordingly, even if N.J.S.A. 30:4-91.2 could be construed as authorizing the County to designate a private

facility operated by a nonprofit to house inmates under its custody and control, the contract between the County and EHCA is contrary to the statute because EHCA does not perform any of the responsibilities under the contract.

WHEREFORE, Plaintiffs demand judgment:

- A. Finding and declaring that neither N.J.S.A. 30:4-91.2 nor any other statute authorizes the defendant County to enter into a contract with defendant EHCA for the operation of alternative incarceration services and residential treatment for Essex County inmates.
- B. Finding and declaring that the defendant, Board of Chosen Freeholders, has exceeded its lawful authority by contracting with defendant EHCA, a private entity, to operate alternative incarceration facilities and provide residential treatment for Essex County inmates;
- C. Finding and declaring that the defendant Board of Chosen Freeholders' award of a contract to defendant EHCA for the operation of alternative incarceration facilities and provision of residential treatment for Essex County inmates constitutes an ultra vires act that is void as a matter of law;
- D. Finding and declaring that the contract between the defendant County of Essex and the defendant EHCA is void as a matter of law and without force and effect;
- E. Finding and declaring that the continued obligations and/or performance of the contract between the defendant County of Essex and EHCA is void as a matter of law and without force and effect; and
- F. Granting such other and further legal and equitable relief as this Court may deem just.

THIRD COUNT

50. Plaintiffs repeat and incorporate all of the foregoing allegations of the Verified Complaint as if set forth herein at length.

51. As a sham nonprofit corporation engaged solely in activities designed to generate income for CEC, and which does not itself provide any of the custody services required under the contract with the County, EHCA does not constitute a "nonprofit community-based residential treatment center" within the meaning of N.J.S.A. 30:4-91.2.

52. Accordingly, even if EHCA is deemed to be performing the contract with the County despite subcontracting its responsibilities to CEC, EHCA is not a "nonprofit" entity within the meaning of the statute.

53. Because N.J.S.A. 30:4-91.2 does not authorize the County's contract with EHCA, the County defendants exceeded their powers when they contracted with EHCA to provide alternative incarceration facilities for Essex County inmates.

54. Pursuant to the New Jersey Declaratory Judgment Law, N.J.S.A. 2A:16-50 et seq., plaintiffs are entitled to a declaratory judgment that the County Defendants' agreement with EHCA to provide alternative incarceration and/or residential treatment services for Essex County inmates to EHCA is without

legal authority, contrary to N.J.S.A. 30:4-91.2, and void as a matter of law.

WHEREFORE, Plaintiffs demand judgment:

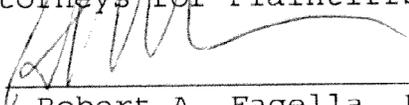
- A. Finding and declaring that neither N.J.S.A. 30:4-91.2 nor any other statute authorizes the defendant County to enter into a contract with defendant EHCA for the operation of alternative incarceration services and residential treatment for Essex County inmates.
- B. Finding and declaring that the defendant, Board of Chosen Freeholders, has exceeded its lawful authority by contracting with defendant EHCA, a private entity, to operate alternative incarceration facilities and provide residential treatment for Essex County inmates;
- C. Finding and declaring that the defendant Board of Chosen Freeholders' award of a contract to defendant EHCA for the operation of alternative incarceration facilities and provision of residential treatment for Essex County inmates constitutes an ultra vires act that is void as a matter of law;
- D. Finding and declaring that the contract between the defendant County of Essex and the defendant EHCA is void as a matter of law and without force and effect;
- E. Finding and declaring that the continued obligations and/or performance of the contract between the defendant County of Essex and EHCA is void as a matter of law and without force and effect; and

F. Granting such other and further legal and equitable relief as this Court may deem just.

Respectfully submitted,

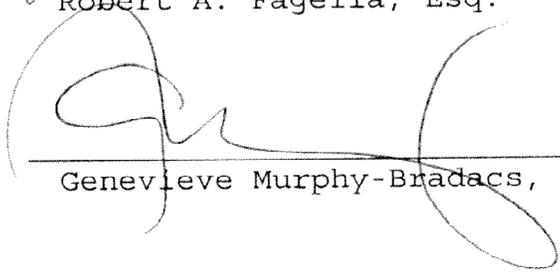
ZAZZALI, FAGELLA, NOWAK
KLEINBAUM & FRIEDMAN
Attorneys for Plaintiffs

By:



Robert A. Fagella, Esq.

By:



Genevieve Murphy-Bradacs, Esq.

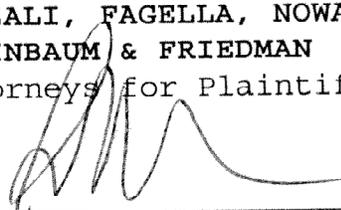
Dated: August 17, 2012

TRIAL ATTORNEY DESIGNATION

Robert A. Fagella, Esq. is hereby designated as trial attorney.

Respectfully submitted,

ZAZZALI, FAGELLA, NOWAK
KLEINBAUM & FRIEDMAN
Attorneys for Plaintiffs

By: 

Robert A. Fagella, Esq.

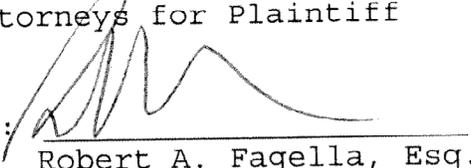
Dated: August 17, 2012

CERTIFICATION PURSUANT TO R. 4:5-1

Pursuant to Rule 4:5-1, the undersigned certifies that to the best of his knowledge, the within matter in controversy is not the subject of any other action pending in any other Court or of a pending arbitration proceeding nor is any action or arbitration proceeding contemplated nor are other parties required to be joined in this action.

Respectfully submitted,

ZAZZALI, FAGELLA, NOWAK
KLEINBAUM & FRIEDMAN
Attorneys for Plaintiff

By: 
Robert A. Fagella, Esq.

Dated: August 7, 2012

VERIFICATION OF COMPLAINT

I, Joseph Amato, of full age, certify as follows:

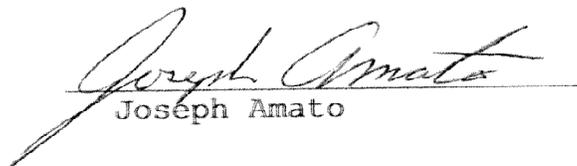
1. I am the President of plaintiff PBA Local 382 in this action and am fully familiar with the facts set forth above.

2. I have read the contents of the Verified Complaint in for Declaratory Judgment and I hereby verify that the allegations contained therein are true to the best of my knowledge and belief.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

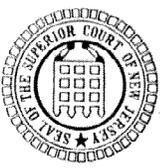
Dated:

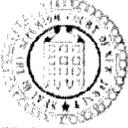
8-16-12



Joseph Amato

Appendix XII-B1

	<h2>CIVIL CASE INFORMATION STATEMENT (CIS)</h2> <p>Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed</p>		FOR USE BY CLERK'S OFFICE ONLY	
			PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA	
			CHG/CK NO.:	
			AMOUNT:	
			OVERPAYMENT:	
				BATCH NUMBER:
1. ATTORNEY / PRO SE NAME Robert A. Fagella		2. TELEPHONE NUMBER (973) 623-1822		3. COUNTY OF VENUE Essex
4. FIRM NAME (if applicable) Zazzali Fagella Nowak Kleinbaum & Friedman			5. DOCKET NUMBER (when available)	
6. OFFICE ADDRESS One Riverfront Plaza, Suite 320 Newark, New Jersey 07102			7. DOCUMENT TYPE Verified Complaint	
			8. JURY DEMAND <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
9. NAME OF PARTY (e.g., John Doe, Plaintiff) Essex County Corrections Officers PBA Local No. 382, et al., Plaintiffs		10. CAPTION See attached		
11. CASE TYPE NUMBER (See reverse side for listing) 999 - Declaratory Judgment		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:53 A -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. 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 type="checkbox"/> FRIEND/NEIGHBOR <input checked="" type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
18. DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> Yes <input type="checkbox"/> No				
19. USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION Explanation for Question 17: Plaintiff, PBA Local 382 is the duly recognized collective bargaining representative for corrections officers employed by the defendant County of Essex at the Essex County Jail.				
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. 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 <i>Rule 1:38-7(b)</i> .				
23. ATTORNEY SIGNATURE:				



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)
Declaratory judgment

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT - OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Centrally Managed Litigation (Track IV)

- | | |
|--|---|
| 285 STRYKER TRIDENT HIP IMPLANTS | 291 PELVIC MESH/GYNECARE |
| 288 PRUDENTIAL TORT LITIGATION | 292 PELVIC MESH/BARD |
| 289 REGLAN | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| | 623 PROPECIA |

Mass Tort (Track IV)

- | | |
|---------------------------------------|--|
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL |
| 271 ACCUTANE/ISOTRETINOIN | 282 FOSAMAX |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 284 NUVARING |
| 278 ZOMETA/AREXIA | 286 LEVAQUIN |
| 279 GADOLINIUM | 287 YAZ/YASMIN/OCELLA |
| | 601 ASBESTOS |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category Putative Class Action Title 59

EXHIBIT A TO CIVIL CASE INFORMATION STATEMENT

ESSEX COUNTY CORRECTIONS :
OFFICERS PBA LOCAL NO. 382, :
NEW JERSEY STATE POLICEMEN'S :
BENEVOLENT ASSOCIATION, :
JOSEPH AMATO and ANTHONY WIENERS, :

Plaintiffs, :

v. :

COUNTY OF ESSEX, a body politic :
and corporate of the State of :
New Jersey, BOARD OF CHOSEN :
FREEHOLDERS OF THE COUNTY OF :
ESSEX, a body politic and :
corporate of the State of :
New Jersey, EDUCATION AND HEALTH :
CENTERS OF AMERICA, INC., and :
COMMUNITY EDUCATION CENTERS, INC. :

Defendants. :

ZAZZALI, FAGELLA, NOWAK
 KLEINBAUM & FRIEDMAN, P.C.
 One Riverfront Plaza
 Newark, New Jersey 07102
 (973) 623-1822
 Attorneys for Plaintiffs

ESSEX COUNTY CORRECTIONS	:	SUPERIOR COURT OF NEW JERSEY
OFFICERS PBA LOCAL NO. 382,	:	ESSEX COUNTY: LAW DIVISION
NEW JERSEY STATE POLICEMEN'S	:	
BENEVOLENT ASSOCIATION,	:	
JOSEPH AMATO and ANTHONY WIENERS	:	
	:	DOCKET NO.: ESX-L-
Plaintiffs,	:	
	:	
v.	:	
	:	
COUNTY OF ESSEX, a body politic	:	
And corporate of the State of	:	
New Jersey, BOARD OF CHOSEN	:	
FREEHOLDERS OF THE COUNTY OF	:	CERTIFICATION OF
ESSEX, a body politic and	:	ROBERT A. FAGELLA
corporate of the State of	:	
New Jersey, EDUCATION AND HEALTH	:	
CENTERS OF AMERICA, INC., and	:	
COMMUNITY EDUCATION CENTERS, INC.	:	
	:	
Defendants.	:	

ROBERT A. FAGELLA, of full age, upon his oath hereby certifies as follows:

1. I am a member of the firm of Zazzali, Fagella, Nowak, Kleinbaum & Friedman, the attorneys for Plaintiffs in the above-entitled matter. I am fully familiar with the facts of this case.
2. Attached hereto as Exhibit "A" is a true and accurate copy of a Request for Proposal issued by Essex County for the

operation of facilities to house County inmates dated October 18, 2011.

3. Attached hereto as Exhibit "B" is a true and accurate copy of a proposal by Educational and Health Centers of America ("EHCA") dated November 22, 2011 in response to the October 18, 2011 Request for Proposal.

4. Attached hereto as Exhibit "C" is a true and accurate copy of the Memorandum of Agreement between the County of Essex and EHCA, and the December 14, 2011 Resolution of the Board of Chosen Freeholders adopting same, related to the County's October 18, 2011 Request for Proposal.

5. Attached hereto as Exhibit "D" is a true and accurate copy of a Support Services Provider Agreement dated August 7, 1996 between EHCA and Community Education Centers ("CEC") for the performance of services related to the contract indicated in paragraph 4 above.

6. Attached hereto as Exhibit "E" is a true and accurate copy of Opinion 86-155 of Attorney General W. Cary Edwards dated March 12, 1987.

7. Attached hereto as Exhibit "F" is a true and accurate copy of correspondence from Dorothy Donnelly, Director of the Office of State Comptroller Procurement Division, to DOC Commissioner Lanigan dated June 15, 2011.

8. Attached hereto as Exhibit "G" is a true and accurate copy of the Federal Form 990 filed by ECHA for the 2010 tax year, beginning July 1, 2010 and ending June 30, 2011.

9. Attached hereto as Exhibit "H" is a true and accurate copy of the Federal Form 990 filed by ECHA for the 2009 tax year, beginning July 1, 2009 and ending June 30, 2010.

10. Attached hereto as Exhibit "I" are true and accurate copies of the first page of each Federal Form 990 filed by ECHA for the 2008, 2007, and 2006 tax years.

11. Attached hereto as Exhibit "J" is a true and accurate copy of the Delaney Hall and Logan Hall Eligibility Program criteria promulgated by Essex County Department of Corrections effective February 1, 2007.

12. Attached hereto as Exhibit "K" is a true and accurate copy of information provided on CEC's website regarding Delaney Hall.

13. Attached hereto as Exhibit "L" is a true and accurate copy of information provided on CEC's website regarding Logan Hall.

14. Attached hereto as Exhibit "M" is a true and accurate copy of an article available on CEC's website entitled "Centracore Properties Trust Announces 286 Bed Expansion of Delaney Hall."

15. Attached hereto as Exhibit "N" is a true and accurate copy of an article entitled "As Escapees Stream Out, a Penal

Business Thrives," published in the New York Times on June 16, 2012.

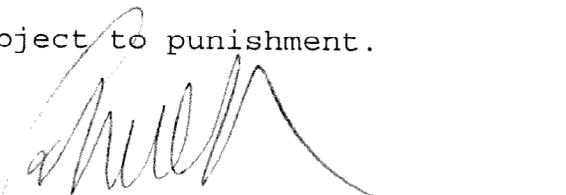
16. Attached hereto as Exhibit "O" is a true and accurate copy of an article entitled "At Penal Unit, a Volatile Mix Fuels a Murder," published in the New York Times on June 18, 2012.

17. Attached hereto as Exhibit "P" is a true and accurate copy of an article entitled "Money Woes Plague Penal business Linked to Christie," published in the New York Times on July 16, 2012.

18. Attached hereto as Exhibit "Q" is a true and accurate copy of excerpts from the publication "Inside CEC" dated "Summer 2011," available on CEC's website.

19. I hereby certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements by me are willfully false, I am subject to punishment.

By:


Robert A. Fagella

Dated: August 17, 2012