LAKITA D. MURRAY,

Plaintiff/Petitioner,

vs.

CHRISTOPHER B. PUNINA, CHRISTOPH PUNINA, NEW JERSEY PROPERTY LIABILITY GUARANTY ASSOCIATION, a/k/a NJPLIGA,

Defendants/Respondents,

and

ANTHONY MARRONE, II,

Defendant/Respondent.

SUPREME COURT OF NEW JERSEY
DOCKET NO.: 090246

ON APPEAL FROM FINAL DECISION OF THE SUPERIOR COURT OF NEW JERSEY, APPELLATE DIVISION
DOCKET NO. BELOW: A-000559-22

SAT BELOW:
HON. FRANCIS J. VERNOIA, P.J.A.D.
HON. KATIE A. GUMMER, J.A.D.
HON KAY WALCOTT-HENDERSON, J.A.D

SUBMITTED ON: AUGUST 7, 2025

AMENDED AMICUS CURIAE BRIEF ON BEHALF OF NEW JERSEY DEFENSE ASSOCIATION

Robert A. Cappuzzo - 006391995
CHASAN LAMPARELLO MALLON & CAPPUZZO, PC
300 Lighting Way, Suite 200
Secaucus, NJ 07094
(201) 348-6000
RCappuzzo@Chasanlaw.com
Attorneys for Amicus Curiae New Jersey Defense Association
(15131-1214)

TABLE OF CONTENTS

TABLE OF CONTENTS OF APPENDIX

TABLE OF CITATIONS

Cases **Page**

Statutes and Regulations

Rules of Court

Other Sources

PRELIMINARY STATEMENT

Amicus curiae New Jersey Defense Association ("NJDA") is an association of managerial level insurance industry personnel and insurance defense counsel throughout the State of New Jersey. NJDA is primarily an educational association organized to encourage the prompt, fair and just disposition of tort claims, promote improvements in the administration of justice, enhance the service of the legal profession to the public and work for the elimination of court congestion and delays in civil litigation. The members of the NJDA have a great deal of collective experience in the conduct of jury trials and a high level of expertise in applying constitutional, statutory and common law in such trials. The matter presently before the Court involves an issue of fundamental concern to the Association and the thousands of individuals represented on a daily basis by its members. Given the detrimental impact which the NJDA believes a reversal of the Appellate Division's decision will have upon the disposition of automobile liability claims presented to trial courts for resolution, it welcomes the opportunity to participate herein and present its views to the Court.

Of primary concern to the NJDA is the issue of how and whether to permit claims for future medical expenses made by plaintiffs who have not exhausted the medical expense benefits covered by the personal injury protection ("PIP")

limits of their respective automobile policies. Consistent with the Appellate Division's decision in this matter, the NJDA maintains that evidence of future medical expenses is barred by N.J.S.A. 39:6A-12. Plaintiff argues that N.J.S.A. 39:6A-12 has never served to bar evidence of future medical expenses, citing this Court's decision in Haines v Taft, 237 N.J. 271 (2019), and the subsequent amendment to N.J.S.A. 39:6A-12. Plaintiff maintains that the amendment's plain language reveals that medical expenses which are "unpaid," regardless of their collectability, can be offered into evidence at trial by an injured party. Consistent with the Appellate Division's rejection of that argument, the NJDA maintains that Plaintiff's position is not supported by the statute or caselaw. If this Court were to accept Plaintiff's argument and permit plaintiffs to "board" medical bills when PIP coverage was not exhausted, the result would be an increase in jury awards for both economic and non-economic damages and concomitant increase in the cost of insurance for New Jersey drivers.

Notwithstanding the argument set forth in the amicus brief submitted by the New Jersey Association for Justice ("NJAJ"), the PIP arbitration system is well-suited and statutorily authorized to deal with claims involving future medical expenses and should not be discounted as piecemeal or fragmented. Further, New Jersey law recognizes a "probable future treatment" exception to the 2-year statute of limitations for PIP claims when that carrier knew or should

have known that future treatment, causally related to the accident, would be required. A process already exists for a plaintiff to seek future medical treatment within the context of a PIP arbitration. Requiring a plaintiff to follow this process is in no way prejudicial.

The NJDA respectfully submits that the Appellate Division's application of N.J.S.A. 39:6A-12 to bar a plaintiff's claim for future medical expenses was entirely consistent with the both the statutory language and the intent of the Legislature and should be affirmed.

PROCEDURAL HISTORY

The NJDA accepts as accurate the Procedural History set out in the defendant's briefs.

STATEMENT OF FACTS

Again, the NJDA accepts as accurate the Statement of Facts contained in the defendant's briefs.

LEGAL ARGUMENT

POINT I

THE PROBABLE FUTURE TREATMENT EXCEPTION TO THE PIP STATUTE OF LIMITATIONS WOULD APPLY TO PLAINTIFF'S FUTURE MEDICAL TREATMENT.

N.J.S.A. 39:6A-13.1 states:

> a. Every action for the payment of benefits payable under a standard automobile insurance policy pursuant to sections 4 and 10 of P.L.1972, c.70 (C.39:6A-4 and 39:6A-10), medical expense benefits payable under a basic automobile insurance policy pursuant to section 4 of P.L. 1998, c. 21 (C.39:6A-3.1) or benefits payable under a special automobile insurance policy pursuant to section 45 of P.L.2003, c.89 (C. 39:6A-3.3), except an action by a decedent's estate, shall be commenced not later than two years after the injured person or survivor suffers a loss or incurs an expense and either knows or in the exercise of reasonable diligence should know that the loss or expense was caused by the accident, or not later than four years after the accident whichever is earlier, provided, however, that if benefits have been paid before then an action for further benefits may be commenced not later than two years after the last payment of benefits.

New Jersey courts have precluded PIP carriers from using the statute of limitations to bar claims where the plaintiff's injuries were of a nature where the PIP carrier knew or should have known that future treatment, causally related to the subject accident, would be required. This well-recognized exception to the PIP statute of limitations originated with Lind v. Insurance Co. of North

America, 174 N.J. Super. 363 (Law Div. 1980), aff'd o.b. 193 N.J. Super. 303 (App. Div. 1983).

In Lind, the plaintiff, who was a young child, was injured while crossing a street, suffering a blow-out fracture of the facial bones and was treated for four months. At that point, the patient's doctor advised that future surgery would be needed but recommended deferring same due to the plaintiff's young age. Three years later, the patient presented to his doctor for follow-up examinations which were billed to the PIP carrier and denied under the statute of limitations. The court in Lind found that future treatment was contemplated and that the strict imposition of the statute of limitations would not serve the statutory goals of the No Fault Act. The court carefully noted that this was not a situation where the plaintiff "has slept on his rights." Id. at 369. The court recognized that the "injuries were of such a nature that future treatment was contemplated and reasonably necessary." Ibid. In a footnote, the Appellate Division acknowledged that it was unclear whether there was actual notice upon the PIP carrier of the need for future medical treatment, noting the report from the treating physician indicated that future surgery "may" be required. Id. at 365, n.1.

Lind opened the door to a line of cases which have consistently recognized that "probable future treatment" is an exception to the PIP statute of limitations. Zupo v. CNA Ins. Co., 193 N.J. Super. 374 (App. Div. 1983), aff'd as modified

98 N.J. 30 (1984), involved a plaintiff whose injuries resulted in her developing osteomyelitis, which recurred five years after the last payment of PIP benefits on her claim. In finding the claim was not barred by the PIP statute of limitations, the Appellate Division relied on Lind and held that "when a carrier has made PIP payments in connection with a compensable injury and is chargeable with knowledge at the time of its last payment that the injury will probably require future treatment, then the 'two-year after payment' provision of N.J.S.A. 39:6A-13.1 will not bar an action brought within a reasonable time after rejection of a prompt claim for payment of additional medical expenses for such treatment." Id. at 384. The Appellate Division observed that, after Lind, there was no legislative response to the decision. The Supreme Court affirmed the Appellate Division decision in Zupo, 98 N.J. at 33, which recognized that this exception "embraces a severely limited class of causally-related medical conditions, namely, those whose insidious nature is such that their recurrence after an extended period of apparent cure is probable." Zupo, id.

In Rahnefeld v. Security Ins. Co. of Hartford, 115 N.J. 628 (1989), this Court revisited the probable future treatment exception issue once more. In that matter, the plaintiff, who was an eighteen-year-old pedestrian, was severely injured with fractures to both legs when struck by an automobile. He received PIP coverage via his father's policy with Security Insurance Company of

Hartford ("Security"), which paid for his two-month post-accident hospital stay as well as follow-up treatment with an orthopedic surgeon, Dr. Ciccone. In November 1977, Dr. Ciccone advised the patient there was nothing more he could do, but indicated that, in the future, the plaintiff would need a brace or corrective shoe, with no recommendation for surgery at that point.

Years later, the patient returned to Dr. Ciccone in April 1984 with complaints of pain in his right leg which had slowly worsened and spread throughout his leg. In June 1984, plaintiff consulted with orthopedic specialist Dr. Marvin P. Rosenberg, who conducted an examination and concluded the plaintiff suffered "serious, permanent injuries which included comminuted fractures involving the articulating surfaces of the knee joints; serious compression of the popliteal artery and branches; severe trauma to the left tibial nerve; and other injuries." Id. at 631. Dr. Rosenberg opined that the plaintiff's injuries were such that deterioration would follow and "future treatment would of necessity be required." Ibid. Bills for the April and June 1984 examinations by Dr. Ciccone and Dr. Rosenberg were submitted to Security for payment via its PIP claim. Security denied both providers' bills, claiming they were barred by the applicable statute of limitations since they were rendered more than two years after the last PIP payment and more than four years after the accident.

The trial court conducted an "abbreviated trial" which considered the

deposition testimony of the plaintiff, his mother, Dr. Ciccone and the certification of Dr. Rosenberg in support of the plaintiff's claim. The trial court also considered the report of Ira A. Roschelle, an orthopedic surgeon who examined the plaintiff at the PIP carrier's request. Dr. Roschelle found "'significant permanent partial impairment of both knees' that '[might] very well, in the future, require [him] to seek a high tibial osteotomy' or 'a total knee replacement.'" Id. at 632. The trial court found the facts of this case fit within the Zupo exception to the "two years after payment" PIP statute of limitations and awarded judgment in favor of the plaintiff.

The Appellate Division affirmed the trial court's ruling. In upholding the Appellate Division's affirmance, the Supreme Court noted the Lind and Zupo cases and acknowledged that a too-literal reading of those decisions falls short of accommodating the circumstances of plaintiff's injury and sequalae. Id. at 634. The Court highlighted that Security's defense here was Rahnefeld was afflicted with a "known condition [that] merely worsened," and the carrier argued he failed to seek prompt medical assistance, choosing, instead, to suffer with his leg injuries. Id. at 635. The Supreme Court endorsed the finding of the Appellate Division that, based upon Dr. Ciccone's deposition testimony:

> Security knew or should have known that recurrence of medical difficulties for which it would be responsible was 'probable.' That is at the heart of the Zupo decision. In our view, the fact that Rahnefeld suffered

> in silence over the years made it no less probable that future treatment would be required.

Id. at 636.

In the present case, as noted by Defendant's counsel, it is undisputed that: (a) Plaintiff was eligible for $250,000 in PIP coverage through NJPLIGA; (2) those benefits were not exhausted at the time of trial; and (3) payment of the maximum amount forecasted by Dr. Perry for future care, $160,000, would not exhaust the remainder of the PIP benefits available to Plaintiff. Here, Dr. Perry's testimony regarding the likelihood of future surgery, coupled with Plaintiff's testimony of her intention to proceed with future scar revision surgery quells any doubt as to the foreseeability of probable future treatment.

Applying the Court's analyses from Lind, Zupo and Rahnefeld, as well as N.J.S.A. 39:6A-12, it is clear that the Appellate Division correctly found Plaintiff's possible future procedures were "covered" by the "limits" available through NJPLIGA, and found the trial court below erred in permitting the jury to hear and consider the possible future costs in awarding damages for those costs. Plaintiff's proper recourse for that probable future treatment and medical expenses is against NJPLIGA, not against the liability defendant. As held in the Appellate Division, this result precludes double recovery since Plaintiff can claim these medical expenses against her PIP carrier and will not be barred by the two year statute of limitations.

POINT II

THE PIP ARBITRATION PROCESS PERMITS AND FACILITATES CLAIMS FOR FUTURE MEDICAL TREATMENT.

Although not addressed by Plaintiff, NJAJ urges that "requiring an injured plaintiff to file a PIP complaint to compel PIP benefits because the injured plaintiff was barred from seeking damages for future medical expenses from the tortfeasor in the personal injury action runs contrary to New Jersey's strong public policy against piecemeal and fragmented litigation." (NJAJb2) But this ignores the plain wording of AICRA.

In accordance with the applicable statute, N.J.S.A. 39:6A-5.1, the parties to a PIP claim may request arbitration of any claims for unpaid PIP benefits:

> a. Any dispute regarding the recovery of medical expense benefits or other benefits provided under personal injury protection coverage pursuant to section 4 of P.L.1972, c.70 (C.39:6A-4), section 4 of P.L.1998, c.21 (C.39:6A-3.1) or section 45 of P.L.2003, c.89 (C.39:6A-3.3) arising out of the operation, ownership, maintenance or use of an automobile may be submitted to dispute resolution on the initiative of any party to the dispute, as hereinafter provided.

In New Jersey, a strong policy exists in favor of resolving disputes by way of arbitration. See Habick v. Liberty Mut. Fire Ins. Co., 320 N.J. Super. 244, 248 (App. Div.), cert. denied, 161 N.J. 149 (1999). Jurisprudence addressing this issue underscores the Legislature's intent in enacting N.J.S.A. 39:6A-5.1.

In Allstate Ins. Co. v. Sabato, 380 N.J. Super. 463, 469 (App. Div. 2005), the court held:

> We commence our analysis with a discussion of the relevant principles established by AICRA and applicable statutory provisions for dispute resolution. From its beginning, the no-fault statutory scheme reflected the legislative intent 'to eliminate minor personal-injury-automobile-negligence cases from the court system in order to achieve economy and provide lower insurance premiums to the public.' New Jersey Coalition of Health Care Prof'ls, Inc. v. New Jersey Dept. of Banking and Ins., 323 N.J. Super. 207, 218 (App. Div.), certif. denied, 162 N.J. 485 (1999). Further 'comprehensive changes' made by the adoption of AICRA in May 1998 included several amendments to the law governing PIP benefits. Id. at 218. These were to some extent embodied in the provisions of N.J.S.A. 39:6A-5.1.

(Alternate citations omitted.)

The court in Sabato, 380 N.J. Super. at 469-70, expressly ruled:

> Prior to AICRA, only a claimant had the option to choose in the first instance to submit a PIP dispute to arbitration or the court. Under the AICRA scheme, either party is able to control the forum by choosing dispute resolution rather than an action in Superior Court. **In other words, under AICRA the option to choose alternative dispute resolution was extended to the insurer.** See Coalition for Quality Health Care v. New Jersey Dept. of Banking and Ins., 348 N.J. Super. 272, 311 (App. Div.), certif. denied, 174 N.J. 194 (2002) (Coalition II). As a result, insurance carriers can now create a 'blanket policy' to choose alternative dispute resolution in all PIP disputes by including the exercise of its option in a provision of its policy. We observed in Coalition II that under N.J.S.A. 39:6A-3.1a

> the adoption and approval of language that 'steer[s] PIP disputes to dispute resolution is consistent with the policy goals of AICRA in that it will foster prompt resolution of disputes without resort to protracted litigation, ease court congestion and reduce costs to the automobile insurance system.'

(Emphasis added.)

The Appellate Division's ruling in Delpome v Travelers Ins. Co., No. A-4017-11T4, 2012 WL 6632802 (N.J. App. Div. Dec. 21, 2012), confirmed the PIP carrier's policy language permits the insurer to demand arbitration.[1] In further support of this argument, the NJDA also cites Cooper Hospital Univ. Med. Ctr. v. Templeton, No. A-5692-10T2, 2012 WL 1758206 (N.J. App. Div. May 18, 2012),[2] in which the Appellate Division held:

> Cooper's voluntary dismissal in order to pursue arbitration of its claim against Cure is consistent with the legislative policy expressed in N.J.S.A. 39:6A-1 to encourage binding arbitration of PIP disputes. See Coalition for Quality Health Care v. N.J. Dep't of Banking & Ins., 348 N.J. Super. 272, 309-13 (App. Div. 2002). Such arbitration also promotes the legislative objective 'to minimize the workload placed upon the courts' in resolving disputes regarding PIP benefits. Gambino v. Royal Globe Ins. Co., 86 N.J. 100, 107 (1981) (quoting Automobile Insurance Study Commission, Reparation Reform for New Jersey Motorists at 24 (December 1971)). Thus, the trial court properly recognized that the judiciary's interest in

[1] Pursuant to R. 1:36-3, this unpublished opinion is attached. Counsel knows of no opinions with contrary holdings.

[2] Pursuant to R. 1:36-3, this unpublished opinion is attached. Counsel knows of no opinions with contrary holdings.

> diverting PIP disputes to arbitration militated in favor of granting Cooper's motion.

Finally, the NJDA suggests that another unpublished Appellate Division decision, Boyd v. Plymouth Rock Assurance Corp., No. A-1379-12T1, 2013 WL 2300950 (N.J. App. Div. May 28, 2013),[3] is instructive on this issue. In that matter, Plymouth Rock sought to compel PIP arbitration when the plaintiff had already filed a Superior Court action to dispute the payment of PIP benefits. The court in Boyd, id. at *2-3, held that the trial court's denial of the motion was wrong for several reasons:

> First, the trial court misconstrued the relevant section of AICRA, which provides that '[a]ny dispute regarding the recovery of medical expense benefits or other benefits provided under [PIP] coverage … may be submitted to dispute resolution on the initiative of any party to the dispute.' N.J.S.A. 39:6A-5.1(a) (emphasis added). We interpreted that section in a seminal decision construing the then-recently enacted AICRA. Coal. for Quality Health Care v. N.J. Dep't of Banking and Ins., 348 N.J. Super. 272 (App. Div.), certif. denied, 174 N.J. 194 (2002).
>
> ….
>
> Against that historical backdrop, we concluded that the word 'may' in N.J.S.A. 6A-5.1(a) was intended to give either party **an absolute right to require that a PIP dispute be submitted to arbitration.**
>
> ….
>
> **Thus, contrary to the trial court's interpretation, the word 'may' in N.J.S.A. 6A-5.1(a) does not imply that either party can require**

[3] Pursuant to R. 1:36-3, this unpublished opinion is attached. Counsel knows of no opinions with contrary holdings.

> **litigation of a PIP claim merely by winning the proverbial race to the courthouse. Rather, even if one party files a PIP Complaint in Superior Court, the other party has a statutory right, under AICRA, to remove the matter to binding arbitration.**

(Emphasis added.)

The Appellate Division further noted that "New Jersey law recognizes the same strong presumption in favor of arbitration. Id. at *4, (citing Curtis v Cellco P'ship, 413 N.J. Super. 26, 34 (App. Div.), certif. denied, 203 N.J. 94 (2010)). Based upon the foregoing, the NJDA submits arbitration is the favored venue for the adjudication of Plaintiff's PIP dispute.

The Appellate Division in Allstate N.J. Ins. Co. et al. v. Carteret Comprehensive Med. Care, PC, 480 N.J. Super. 566, 579 (App. Div. 2025), acknowledged that AICRA delegated to the Department of Banking and Insurance Commissioner the responsibility to promulgate rules and regulations regarding PIP dispute resolution and also to designate an organization to administer those proceedings. The New Jersey No-Fault PIP Arbitration Program is currently administered by Forthright consistent with N.J.S.A. 39:6A-5.1. Id. at 580 (citing Citizen United Reciprocal Exch. v. N. NJ Orthopedic Specialists, 445 N.J. Super. 371, 376-77 (App. Div. 2016) (recognizing that Forthright currently serves as the arbitration forum for PIP disputes); Kimba Med. Supply v. Allstate Ins. Co. of NJ, 431 N.J. Super. 463, 468 (App. Div.

2013)). In describing the PIP Arbitration process, the Appellate Division in Kimba, id. at 580-81, summarized that:

> Under AICRA's regulations, insurers are required to adopt a Decision Point Review Plan (DPR Plan). DPR Plans outline the insurer's oversight of the payment of PIP benefits to medical providers. See N.J.A.C. 11:3-4.7. DPR Plans are also required to have an arbitration provision, which requires disputes for PIP benefits to be resolved through arbitration under AICRA. See N.J.A.C. 11:3-4.7B(b) ('Insurers shall only require a one-level appeal procedure for each appealed issue before making a request for alternate dispute resolution in accordance with N.J.A.C. 11:3-5. That is, each issue shall only be required to receive one internal appeal review by the insurer prior to making a request for alternate dispute resolution.').
>
> 'The goal of PIP is to provide prompt medical treatment for those who have been injured in automobile accidents without having that treatment delayed because of payment disputes.' Selective Ins. Co. of Am. v. Hudson E. Pain Mgmt. Osteopathic Med., 210 N.J. 597, 609 (2012). In that regard, N.J.S.A. 39:6A-5.1 'establish[ed] an expeditious non-judicial procedure for resolving any dispute regarding the payment of PIP benefits, in furtherance of the No-Fault Act's objectives of facilitating 'prompt and efficient provision of benefits for all accident injury victims' and 'minimiz[ing] resort to the judicial process.'' Endo Surgi Ctr., PC v. Liberty Mut. Ins. Co., 391 N.J. Super. 588, 594 (App. Div. 2007) (second alteration in original) (quoting Gambino v. Royal Globe Ins. Cos., 86 N.J. 100, 105, 107 (1981)).

Forthright's New Jersey No-Fault PIP Arbitration Rules contemplate and permit the filing of claims (like the one in dispute here) involving future medical

treatment. Forthright, New Jersey No-Fault Arbitration Rules (rev. 2022).[4] Despite NJAJ's contention to the contrary, the New Jersey PIP arbitration process exists, and is equipped, to address precisely this type of case involving future medical treatment and expenses. (NJAJb5) In fact, a plaintiff seeking future medical expenses has the option to file a regular Demand for Arbitration via Forthright Rule 7 or can opt to proceed via an "Application for Emergent In-Person Hearing" pursuant to Forthright Rule 34:

> 7. Demand for Arbitration
>
> Any party may file a written Demand for Arbitration with Forthright online, by U.S. mail or by personal delivery at Forthright's office. All Demands for Arbitration must be accompanied by the administrative fee.
>
> A case that would otherwise be required to be filed as an on-the-papers case may be filed as an in-person case if (1) an insurer denies approval for medical treatment or testing as not medically necessary and the treatment or testing has not occurred, and (2) **the claimant completes and includes with its Demand the Future Treatment or Testing Claim Certification. A copy of the form is available online at www.nj-no-fault.com.**
>
> ...
>
> 34. Application for Emergent In-Person Hearing
>
> At the time of the filing of its Demand for Arbitration, a party may request emergent hearing relief on the grounds that immediate and irreparable loss or

[4] The Rules are included in the NJDA Appendix and are also available online at https://www.nj-no-fault.com/rules. (NJDA10a)

> damage will result in the absence of such relief. A Demand for Arbitration that includes a claim for emergent hearing relief shall be served on Forthright and all named parties by certified mail return receipt requested or by personal service, or by means of electronic service as may be designated by the parties to be served. The party requesting emergent hearing relief shall first notify Forthright and all other parties by a telephone call of its intended filing. **The requesting party must also submit a completed Future Treatment or Testing Claim Certification** and a separate certification stating (a) the nature of the relief sought, (b) the reasons why such relief is required on an emergent basis, (c) the method and place of service of the Demand for Arbitration on all other parties and (d) the steps taken in good faith to telephonically notify all other parties of the intended filing. This filing must be complete and consistent with all other applicable rules and be accompanied by all applicable administrative fees and an additional application fee of $100 pursuant to Rule F-1. A copy of the Future Treatment or Testing Claim Certification is available online at http://www.nj-no-fault.com.

(Emphases added.) (NJDA10a)

The NJDA maintains that this process exists specifically and **exclusively** for the purpose of determining claims for future medical expenses when PIP coverage is not exhausted. The clear intent set forth by the Legislature in N.J.S.A. 39:6A-5.1 and the cases construing this statute overwhelmingly rebut NJAJ's argument.

As a matter of public policy and in alignment with the intent of AICRA, the decision by the Appellate Division in this matter should be affirmed and

Plaintiff's future medical expenses should be barred from her personal injury action where PIP coverage was not exhausted.

CONCLUSION

Based upon the reasons set out above, amicus curiae the NJDA respectfully submits that the Appellate Division's application of N.J.S.A. 39:6A-12 to bar plaintiff's claim for future medical expenses was entirely consistent with the terms of that statute and the intent of the Legislature. The judgment and reasoning of the Appellate Division should be affirmed.

Respectfully submitted,

CHASAN LAMPARELLO MALLON & CAPPUZZO, PC
Attorneys for Amicus Curiae New Jersey Defense Association

By: 

ROBERT A. CAPPUZZO