

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SHORE MEDIA & MARKETING LTD
LIABILITY CO. d/b/a SHORE NEWS
NETWORK,

Plaintiff,

v.

TOWNSHIP OF TOMS RIVER, and
THOMAS NIVISON and DAVID
CICCOZZI, in their personal capacities,

Defendants.

Civil Action No. 3:26-cv-06206-RK-RLS

MOTION DATE: NOVEMBER 2, 2026

**NOTICE OF AMENDED MOTION FOR DEFAULT
JUDGMENT PURSUANT TO FED. R. CIV. P. 55(b)(2)**

TO TOWNSHIP OF TOMS RIVER, 33 WASHINGTON STREET, TOMS RIVER, NEW JERSEY 08753; THOMAS NIVISON; AND DAVID CICCOZZI:

PLEASE TAKE NOTICE that on the next available motion day, or as soon thereafter as counsel may be heard, Plaintiff Shore Media & Marketing Ltd Liability Co. d/b/a Shore News Network (“Shore News”), by and through its undersigned counsel, shall move before the Honorable Robert Kirsch, at the Clarkson S. Fisher Building & U.S. Courthouse, 402 East State Street, Trenton, New Jersey, for the entry of default judgment against Defendants Township of Toms River, Thomas Nivison, and David Ciccozzi (“Defendants”) pursuant to Federal Rule of Civil Procedure 55(b)(2).

PLEASE TAKE FURTHER NOTICE that in support of this Motion, Shore News shall rely upon the accompanying Amended Brief in Support, the Certification of Marc J. Randazza, Esq. Pursuant to L. Civ. R. 54.2, the Certification of Vincent S. Verdiramo, Esq. Regarding the Reasonableness of Attorneys’ Fees, the Declaration of Marc J. Randazza Regarding Military Status and Age of Defendants Nivison and Ciccozzi, the Amended Declaration of Phillip Stilton,

and the exhibits annexed thereto, the pleadings and record on file in this action, and such other and further argument as may be presented to the Court.

PLEASE TAKE FURTHER NOTICE that a proposed form of Order is submitted herewith pursuant to L. Civ. R. 7.1.

PLEASE TAKE FURTHER NOTICE that Shore News requests oral argument only in the event that this Motion is opposed.

Dated: October 12, 2026

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CERTIFICATE OF SERVICE

I hereby certify that on October 12, 2026, the foregoing document was served on all parties or their counsel of record through the CM/ECF system.

/s/ Vincent S. Verdiramo
Vincent S. Verdiramo, 024691986

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**BRIEF IN SUPPORT OF PLAINTIFF'S
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RANDAZZA | LEGAL GROUP

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**BRIEF IN SUPPORT OF PLAINTIFF'S
AMENDED MOTION FOR DEFAULT JUDGMENT**

1.0 INTRODUCTION

Freedom of the Press is sacrosanct in New Jersey, and all across the United States. A government actor may not censor the press to try and suppress criticism. Nor may it try to bully a press critic by threatening to withhold duly owed funds unless the publication changes how it reports on the government. That is what happened here – Toms River's Township Council did not like that the press covered it in an unflattering way, so the Township Council voted to withhold payments that were due to the news publication.

Plaintiff, Shore News, is a news publication that sold advertising to Defendant, Township of Toms River. Shore News did its part and then invoiced the Township for that work of publishing Township advertising. Rather than pay the bill as required, four members of the Township Council voted to withhold payment because they disliked what Shore News published – unflattering news coverage about them. They said so on the record, on video, and they did so after both the Mayor and the Township Attorney warned them on the record, while deliberations were ongoing, that what they were about to do was unconstitutional. They did it anyway.

Defendants Township of Toms River, Thomas Nivison, and David Ciccozzi ("Defendants") were properly served (ECF Nos. 6-8), and they have not filed a responsive pleading of any kind. The Clerk entered default on July 9, 2026. See ECF No. 9 Docket Entry of July 9, 2026. By default, the well-pled facts in the Complaint are admitted. Those duly admitted facts prove First Amendment retaliation, the application of an unconstitutional condition, along with a straightforward breach of contract and violations of the New Jersey Constitution.

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On July 15, 2026, the Mayor of Toms River caused the \$20,417.55 (five unpaid invoices of \$4,083.51) to be paid. However, Plaintiff lost the time-value of those funds during the two months and reasonably fears future non-payment on account of protected speech. Shore News seeks: (1) compensatory damages for the two-month deprivation; (2) prejudgment and post-judgment interest; (3) at least nominal damages on its federal and state constitutional claims; (4) punitive damages of \$100,000 against Defendants Nivison and Ciccozzi in their personal capacities; (5) declaratory and injunctive relief; and (6) reasonable attorneys' fees and costs incurred in bringing this action, pursuant to 42 U.S.C. § 1988(b) and N.J.S.A. 10:6-2(f).

2.0 STATEMENT OF FACTS AND PROCEDURAL HISTORY

Shore News is a New Jersey LLC that publishes news covering New Jersey and the surrounding region, including coverage of local politics in Toms River. ECF No. 1, Compl. ¶¶ 1, 8, 15. Shore News also sells advertising, and Toms River was one of its advertising customers.¹ Compl. ¶¶ 9–11.

Between January and May 2026, Shore News issued monthly invoices to Toms River, each of the five of those invoices were for \$4,083.51. This was for advertising and promotional notices covering Township programs such as the Winding River Skating Center, Township hiring notices, Bey Lea Golf Course, snow-storm public safety messaging, summer camps, beach badges, and similar offerings. Compl. ¶ 13 & Compl., Exhibit A. The total outstanding balance was \$20,417.55. Compl. ¶ 13. Shore News fully performed and published every advertisement. Compl. ¶¶ 14, 67. There is no reason not to pay the bill, except for what the Council said on the record – it wants to punish disobedient press.

¹ Although the facts set forth in the Complaint are taken as true, they are verified by **Exhibit 1**, the Declaration of Phillip Stilton (“Stilton Decl.”). All references to “Compl.”, including the exhibit thereto, mean the documents appearing at ECF No. 1.

Defendant Councilman-at-Large Thomas Nivison disliked Shore News’s coverage of Toms River politics. Nivison feels that the publication favored Mayor Daniel Rodrick in its coverage of disputes with the Council. Compl. ¶¶ 16–17. At the Council’s May 13, 2026, public meeting (recorded and published by the Township on YouTube), the Council took up “Approval of Bills.” Compl. ¶¶ 19–21. On a motion brought by Nivison, the Council voted 4–3 to withhold payment from Shore News on Invoice PO26-02071. This payment was for the outstanding bills for advertising services Shore News had already rendered. Compl. ¶¶ 22–24.

The Council openly stated why it refused to pay. Nivison stated on the record that he believed Shore News was being used to attack the Council, politically. Compl. ¶ 25. Based on this belief, Nivison voted no to paying the invoice. Id. Defendant Council President David Ciccozzi objected to paying Shore News as he believed it had not given “the opposing side the equal amount of time,” and stated that Shore News would have to give the Council an opportunity to respond. Compl. ¶ 26. This was despite being advised, on camera, that this was unconstitutional.

Both Mayor Rodrick and Township Attorney Jonathan Penney warned the Council, on the record, before the vote, that refusing to pay Shore News for its work was unconstitutional. The Mayor cautioned that the Township could not refuse to pay a vendor on the basis of its political coverage. Compl. ¶¶ 28–31. The Township Attorney confirmed that Shore News’s coverage was protected speech, there was a Freedom of the Press issue at stake, and that retaliating against Shore News was illegal. Compl. ¶¶ 32–35. The Council voted to withhold payment from Shore News anyway. Compl. ¶ 36. The outstanding invoices were not paid until July 15, 2026, after this suit was filed and on account thereof. Stilton Decl. at ¶¶ 8-9.

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Shore News filed its Complaint on May 28, 2026, asserting: (1) First Amendment retaliation, unconstitutional conditions, and compelled speech under 42 U.S.C. § 1983, against all Defendants; (2) violation of the Contracts Clause, against Toms River; (3) violation of the New Jersey Constitution and the New Jersey Civil Rights Act, N.J.S.A. 10:6-1 to 10:6-2, against all Defendants; and (4) breach of contract, against Toms River. (ECF No. 1).

Defendants were served on June 10, 2026. See Exs. 5-7; ECF Nos. 6–8. No answer or other responsive pleading was filed within the time allowed by Fed. R. Civ. P. 12(a). On July 8, 2026, Plaintiff requested the Clerk enter a default against Defendants pursuant to Fed. R. Civ. P. 55(a). (ECF No. 9). The default was entered by the Clerk on July 9, 2026. Default is not precluded by 50 U.S.C. § 3931(b)(1). See Declaration of Marc J. Randazza Regarding Military Status and Age of Defendants Nivison and Ciccozzi (“Randazza Decl.”) attached as Exhibit 3.

On July 13, 2026, counsel for the Township asked for consent to vacate the entry of default; counsel for Plaintiff readily assented as a courtesy. See Exhibit 8. It was not until a courtesy message sent on August 25, 2026, by counsel for Plaintiff that any update was heard from Attorney Gelfand in which, the next day, he asked for a few more days. See Exhibit 9. Defendants never filed a stipulation or motion to vacate the default, and nearly three months have since passed. Plaintiff’s conditional courtesy consent was never acted upon, has lapsed, and is withdrawn. No action to set aside the default or otherwise defend has been taken, and Plaintiff should not be made to countenance further delay.

3.0 LEGAL STANDARD

Under Federal Rule of Civil Procedure 55, a default judgment will be granted where: (1) the Clerk enters default against a party that has failed to plead or otherwise defend and (2) the party seeking relief has applied to the Court for entry of default judgment. Fed. R. Civ. P. 55(a), (b)(2). Chamberlain v. Giampapa, 210 F.3d 154, 164 (3d Cir. 2000).

“When a district court enters a default judgment, the factual allegations of the complaint, except those relating to the amount of damages, will be taken as true.” PPG Indus. Inc. v. Jiangsu Tie Mao Glass Co., 47 F.4th 156, 161 (3d Cir. 2022) (internal citations omitted); Depth Charge Marine, Ltd. v. F/V C.Ann, 2025 U.S. Dist. LEXIS 69873, at *12 (D.N.J. Apr. 11, 2025) (same). The Plaintiff will satisfy the Court that (1) it has subject-matter and personal jurisdiction; (2) the defendant was properly served; (3) the complaint states a legitimate cause of action; and (4) the Chamberlain factors favor entry of judgment. See Depth Charge Marine, 2025 U.S. Dist. LEXIS 69873 at *7 (citing Days Inns Worldwide, Inc. v. Jinisha Inc., 2015 U.S. Dist. LEXIS 96513, at *3 (D.N.J. July 24, 2015) (citing Chamberlain, 210 F.3d at 164) (the source of the “Chamberlain factors” used by this Circuit)). The Chamberlain factors are: “(1) prejudice to the plaintiff if default is denied; (2) whether the defendant appears to have a litigable defense; and (3) whether the defendant’s delay is due to culpable conduct.” 210 F.3d at 164. All factors support the award of damages sought.

Consistent with the Court’s September 28, 2026, Text Order (ECF No. 13), this Brief addresses, in turn, each of the six requirements for entry of default judgment under Rule 55(b)(2): (1) personal jurisdiction over Defendants (Section 4.1.1); (2) subject-matter jurisdiction (Section 4.1.1); (3) proper service under federal and state law (Section 4.1.2); (4) that the well-pleaded allegations of the Complaint plausibly allege each element of each cause of action on which judgment is sought (Section 4.2); (5) the Chamberlain factors (Section 4.3); and (6) the amount of damages for each legally viable claim (Section 4.4).

4.0 ARGUMENT

4.1 Defendants are Properly Before the Court and in Default.

4.1.1 The Court Has Jurisdiction Over the Parties and the Subject Matter.

Personal jurisdiction exists as to Toms River as it is a municipal corporation organized under New Jersey law and situated in this District. Personal jurisdiction exists for Nivison and Ciccozzi because they are New Jersey citizens and residents, see N.J. Stat. Ann. § 40A:9-1.12 (requiring all elected city officials to reside in the elected office's local unit), who committed the complained-of acts in New Jersey. Compl. ¶¶ 2–4, 6; see also Daimler AG v. Bauman, 571 U.S. 117, 137 (2014). Venue is proper under 28 U.S.C. § 1391(b)(1) and (2).

Subject-matter jurisdiction exists under 28 U.S.C. § 1331 because Counts I and II arise under 42 U.S.C. § 1983 and the United States Constitution. The Court has supplemental jurisdiction over the state-law claims under 28 U.S.C. § 1367 as they arise from the same case or controversy, the Council's May 13, 2026, vote and the underlying advertising contract.

4.1.2 Service of Process Was Proper and Default Was Properly Entered.

Service on the Township of Toms River was effected pursuant to Fed. R. Civ. P. 4(j)(2) and N.J. Ct. R. 4:4-4(a)(8), by delivering the Summons and Complaint to Hirschblond Conference Room, Town Hall, 33 Washington Street, Toms River, NJ 08753, on the Clerk of Toms River. See Exhibit 5; ECF No. 8. Service on Nivison and Ciccozzi was effected on June 10, 2026, by delivering a copy of the Summons and Complaint to each of them personally, pursuant to Fed. R. Civ. P. 4(e)(2)(A) and N.J. Ct. R. 4:4-4(a)(1). See Exhibit 6-7; ECF Nos. 6–7. Neither Nivison nor Ciccozzi are minors nor incompetent persons. See Fed. R. Civ. P. 55(b)(2); N.J. Ct. R. 4:43-2(b).

The time to answer or otherwise respond under Fed. R. Civ. P. 12(a)(1)(A)(i) expired. Counsel for the Township entered his appearance on June 26, 2026. ECF No. 5. Counsel for the Township has been made well aware of the intent to seek default, but no defendant has acted.

No personal-capacity Defendant has appeared, and none of the Defendants answered, moved, or sought an extension. The Clerk properly entered default under Rule 55(a) on July 9, 2026.

4.1.3 The Claims are Not Moot.

Although the Mayor of Toms River caused payment to be made long after (and because) the complaint was filed, the claims are not moot. Plaintiff is entitled to compensatory damages for the loss of use of the funds/the time-value of the unpaid monies under all counts. In other contexts, the courts recognize that “[t]he award of prejudgment interest is compensatory in nature; it serves to compensate a plaintiff for the loss of the use of money that the plaintiff otherwise would have” received. Booker v. Taylor Milk Co., 64 F.3d 860, 868 (3d Cir. 1995). This is true under New Jersey law as well, as “[i]nterest is not punitive, ... here it is compensatory, to indemnify the claimant for the loss of what the moneys due him would presumably have earned if payment had not been delayed.” Busik v. Levine, 63 N.J. 351, 358, 307 A.2d 571, 575 (1973). Under the reasonable rates of 28 U.S.C. § 1961, the interest rate on May 13, 2026, was 3.76%.² At the federal rate, that is a loss of use of \$132.51. Under New Jersey’s 4.5% rate,³ it is a loss of \$158.59. Such amounts (under the respective claims) should be awarded as compensatory damages. And, Plaintiff

² Bd. of Governors, *Market Yield on U.S. Treasury Securities at 1-Year Constant Maturity, Quoted on an Investment Basis*, Fed. Rsrv. Bank of St. Louis: FRED <https://fred.stlouisfed.org/data/WGS1YR> (Oct. 5, 2026)

³ N.J. Courts: Notice to the Bar: Post-Judgment Interest Rate for Calendar Year 2026 from Administrative Director of the Courts (July 10, 2025) <https://www.njcourts.gov/notices/notice-post-judgment-interest-rate-calendar-year-2026-rule-442-11>

is otherwise entitled to nominal damages for the past injury, as discussed below, rendering the claims non-moot. See Rd.-Con, Inc. v. City of Phila., 120 F.4th 346, 356 (3d Cir. 2024).

Additionally, as in Rd.-Con, Plaintiff seeks equitable, prospective relief, rendering it a live matter. Id. at 357. And because Defendants have not repudiated their misconduct, and the instant litigation was the cause of the payment, there is no assurance that non-payment will not recur, thus mootness should be rejected under the voluntary cessation doctrine. Id. at 357-58. To demonstrate mootness, defendants must show that it is “absolutely clear” that the events giving rise to the matter will not recur. Id. (internal citations omitted).

4.2 Plaintiff is Entitled to Judgment on Counts I, III, and IV.

4.2.1 Count I — First Amendment Retaliation (42 U.S.C. § 1983).

To state a First Amendment retaliation claim, a plaintiff must plead (1) constitutionally protected conduct, (2) retaliatory action sufficient to deter a person of ordinary firmness from exercising their rights, and (3) a causal link between the two. Thomas v. Independence Twp., 463 F.3d 285, 296 (3d Cir. 2006); see also McKee v. Hart, 436 F.3d 165, 170 (3d Cir. 2006) (quoting Suppan v. Dadonna, 203 F.3d 228, 235 (3d Cir. 2000)). A retaliation claim asks “whether the Government is punishing the plaintiffs for exercising their rights.” Miller v. Mitchell, 598 F.3d 139, 148 n.9 (3d Cir. 2010). Plaintiff met these requirements and is entitled to recover for Defendants’ punishment of Plaintiff for its exercise of its First Amendment rights. See Crawford-El v. Britton, 523 U.S. 574, 589 n.10 (1998) (“The reason why such retaliation offends the Constitution is that it threatens to inhibit exercise of the protected right.”).

Each element is admitted by the default. However, even if defended, the facts are incontrovertible. First, Shore News’s news coverage of Toms River politics is at the core of what the First Amendment protects. This is well established and obvious to the extent that as the violation was happening, the Township Attorney stated as much on the record. Compl. ¶¶ 15, 32.

Second, the retaliatory action⁴ (withholding \$20,417.55 of earned funds) would deter a publisher of ordinary firmness from criticizing the government. Refusal to pay a debt on account of protected First Amendment activity is actionable retaliation. See Ramirez v. Arlequin, 447 F.3d 19 (1st Cir. 2006) (First Amendment claim premised on an alleged breach of contract because of the political affiliation of plaintiffs, who had a right to payment for work already performed). Third, causation of the \$20,417.55 in damages and deprivation of rights requires no inference. The Defendants confessed to it on camera. Nivison stated on the record, with no shame at all, that he voted against payment because Shore News wrote negatively about the Council and Ciccozzi stated that he voted against payment because Shore News did not give the Council equal time on their broadcasts. Compl. ¶ 25-26. This is an on the record admission of a First Amendment violation. But for the votes of Nivison and Ciccozzi, the outstanding invoice would have been timely paid.

Relatedly, conditioning payment upon Shore News surrendering editorial control is both an unconstitutional condition and compelled speech. A newspaper cannot be compelled to publish a reply it does not wish to publish. Miami Herald Publ'g Co. v. Tornillo, 418 U.S. 241, 258 (1974). Ciccozzi's demand for "equal time" as a condition of receiving payment is forbidden by that case. See Ramirez v. Arlequin, 447 F.3d at 22–23.

Municipal liability attaches under Monell v. Department of Social Services, because the challenged unconstitutional act was enacted by a formal vote of the Township Council. 436 U.S. 658 (1978). The Council is the Township's final policymaking authority on the approval of bills. See N.J. Stat. Ann. § 40A:5-17. A single decision by a municipality's final policymaker is itself official policy. Pembaur v. City of Cincinnati, 475 U.S. 469, 480–81 (1986) ("municipal liability

⁴ The Third Circuit has long held that government retaliation need not take the form of a formal sanction to be actionable. Anderson v. Davila, 125 F.3d 148, 161-62 (3d Cir. 1997).

may be imposed for a single decision by municipal policymakers under appropriate circumstances”). Here, the policy was clearly pronounced. In essence the Defendants said, “tilt your coverage to what we consider to be ‘balanced’ and allow for compelled speech in the way of a right to reply, or media parties will not get paid for the work they do.” Pembaur made clear that Monell liability attaches to “acts ‘of the municipality’ – that is, acts which the municipality has officially sanctioned or ordered.” Id. at 479-80. This was an act of the Township choosing to retaliate against Plaintiff on account of its protected speech.

Neither individual Defendant enjoys immunity. Absolute legislative immunity does not shield the decision to withhold payment on a single invoice, as the act was administrative and not legislative in substance. In re Montgomery Cnty., 215 F.3d 367, 377 (3d Cir. 2000). Qualified immunity does not apply to Nivison nor Ciccozzi either. Here, the right at issue was clearly established and, uniquely, its clarity was communicated to Nivison and Ciccozzi by the Township’s own attorney immediately before they acted. Compl. ¶¶ 32–38. A defendant who is told by counsel that their contemplated act is unconstitutional, and proceeds anyway, cannot claim that a reasonable official would not have known. See Hope v. Pelzer, 536 U.S. 730, 739–41 (2002). In sum, Plaintiff is entitled to judgment as to liability against all Defendants under Count I, with compensatory loss-of-use damages of \$132.51 against the Township and, as discussed below, nominal damages of \$1.00 against each Defendant.

4.2.2 Count II — Contracts Clause.

Toms River Council’s vote constitutes a state action that impaired the contractual obligations of the Shore News contract within the meaning of Article I, Section 10, Clause 1. Plaintiff recognizes, however, that whether a discrete municipal vote on a single invoice is a “Law” within the meaning of the Contracts Clause is an open question, and Plaintiff does not ask the Court to resolve it on a default record. Because Plaintiff obtains on Counts I, III, and IV every

item of relief it could obtain on Count II, Plaintiff withdraws Count II, does not seek default judgment on it, and requests that the Court dismiss Count II without prejudice in the Order entering default judgment.

4.2.3 Count III — New Jersey Constitution and New Jersey Civil Rights Act.

The New Jersey Civil Rights Act, N.J.S.A. 10:6-2(c), is construed in parallel with § 1983 and provides a cause of action for deprivation of rights secured by the New Jersey Constitution. Trafton v. City of Woodbury, 799 F. Supp. 2d 417, 443–44 (D.N.J. 2011). Article I, Paragraph 6 of the New Jersey Constitution is broader than the First Amendment. It provides a positive right to every person to freely speak, write, and publish on all subjects, affirmatively guaranteeing those positive rights, not merely acting as a check on government power. See State v. Schmid, 84 N.J. 535 (1980). Because the conduct here violates the First Amendment, it also violates the state Constitution, and this is proven en passant.

However, the New Jersey Constitution provides another extra layer of protection. Even if the Defendants seek to moot this action by a belated payment, that does not extinguish their liability under the New Jersey Constitution. The New Jersey Constitutional claims are subject to “catalyst theory.” The New Jersey Supreme Court provides a two-part test to determine whether a litigant who has not acquired a judgment or enforceable consent decree is nevertheless a prevailing party under the catalyst theory. Mason v. City of Hoboken, 196 N.J. 51, 73-76 (2008). If, (1) there is a factual causal nexus between the litigation and the relief ultimately achieved; and (2) the relief ultimately secured had a basis in law, then plaintiffs may still recover fees otherwise available. Id. at 73, 76 (quoting Singer v. State, 95 N.J. 487, 494, 472 A.2d 138 (1984)); see also Wahab v. New Jersey, 818 F. App’x 136, 137 (3d Cir. 2020) (applying catalyst theory under the state constitution in federal court).

Thus, Plaintiff is entitled to judgment as to liability against all Defendants under Count III, with compensatory loss-of-use damages of \$158.59 against the Township (in lieu of, not in addition to, the \$132.51 figure under Count I), nominal damages of \$1.00 against each Defendant, and attorneys' fees. While other counts could be potentially (although not certainly) mooted by a belated payment, that this lawsuit created the occasion for delivery of the payment demonstrates the "causal nexus" necessary to apply catalyst theory, meaning attorneys' fees and damages remain available. See Wahab, 818 F. App'x at 138.

4.2.4 Count IV — Breach of Contract.

Under New Jersey law, a breach of contract claim requires: (1) a valid contract, (2) deficient performance by the defendant, (3) resulting damages, and (4) the party claiming a breach performed their contractual obligations. See Frederico v. Home Depot, 507 F.3d 188, 203 (3d Cir. 2007). The Complaint and the invoices attached as Exhibit A thereto (ECF No. 1) establish all four undisputable elements. There was a valid contract between the Township and Plaintiff, and even if this court found that said contract was made in violation of N.J.S.A. § 40A:11-1, Plaintiff should still recover. See Wanaque Borough Sewerage Auth. v. Twp. of W. Milford, 144 N.J. 564, 576 (1996) (recognizing implied-in-fact contracts made with municipalities provide the same rights as express contracts). Plaintiff fully performed the services. The Township chose not to pay without lawful excuse. And Plaintiff suffered harm: the deprivation of \$20,417.55 due and owing. Compl. ¶¶ 66–70 & Compl. Ex. A; **Exhibit 13**. Thus, Plaintiff is entitled to judgment against the Township under Count IV in the amount of \$158.59, the same loss-of-use sum sought under Count III, which is recoverable only once.

4.3 The Chamberlain Factors Favor Default Judgment.

4.3.1 Shore News is Prejudiced Absent Default Judgment.

Shore News has no other means of vindicating its rights or recovering the time-value of the money it was owed. Where a defendant fails to respond, the plaintiff is prejudiced because it is left without recourse. Gowan v. Cont'l Airlines, Inc., 2012 U.S. Dist. LEXIS 95135, at *7 (D. N.J. Jul. 9, 2012). The prejudice is compounded here because the deprivation is ongoing: the time-value for the loss of use remains unpaid. Further, Shore News is now chilled in its speech, lest it find even greater retaliation to come to it at the hands of the municipality. Even a momentary loss of First Amendment freedoms constitutes irreparable injury. Elrod v. Burns, 427 U.S. 347, 373 (1976); Compl. ¶ 46.

4.3.2 Defendants Have No Litigable Defense.

The second Chamberlain factor asks whether the defendant appears to have a litigable defense. 210 F.3d at 164. A defendant's failure to respond, despite awareness of the suit, prevents the court from analyzing a defendant's responsive pleadings, decreasing the likelihood of a meritorious defense. See Farmlind Produce, LLC v. Sickles Mkt., LLC, Civil Action No. 24-3746, 2024 U.S. Dist. LEXIS 129489, at *19 (D.N.J. Jul. 23, 2024). Here, no such defense appears. Liability is established by Defendants' own recorded statements and the Township's own attorney advising, on the record, that the conduct was illegal. This is not a case in which the record hints at a defense the defaulting party might have raised. Here, the invoices are documented, Shore News's services were undisputedly rendered, and the municipality clearly acted to retaliate for Shore News' press coverage and its refusal to violate its own rights under Miami Herald v. Tornillo, 418 U.S. at 258. Nor, as discussed above, is the matter moot.

4.3.3 Defendants' Default is the Result of Culpable Conduct.

Culpable conduct is action taken willfully or in bad faith. Chamberlain, 210 F.3d at 164 (citing Gross v. Stereo Component Sys., Inc., 700 F.2d 120, 124 (3d Cir. 1983)). Defendants were properly served, are represented in the ordinary course by municipal counsel, and an attorney has even appeared. ECF No. 5. He has been reminded of the default multiple times, and Plaintiff has repeatedly accommodated his informal requests for additional time. See **Exhibits 8 and 9**. This is not a situation where there is some surprise or even excusable neglect. Where a defendant is served and fails to respond without explanation, courts in this District presume culpability. Slover v. Live Universe, Inc., 2009 U.S. Dist. LEXIS 17919, at *6 (D. N.J. Mar. 9, 2009). However, even being most generous to the Defense, the Plaintiff has tried to get them to respond, even reminded them, but no response is on file. No further grace is necessary or proper.

4.4 The Relief Requested Should be Awarded.

4.4.1 The Loss of Use of Funds are a Sum Certain Requiring no Hearing.

Default establishes liability, but damages require work on the plaintiff's part. Comdyne I, Inc. v. Corbin, 908 F.2d 1142, 1149 (3d Cir. 1990). Damages may nonetheless be awarded without a hearing where the amount is a sum certain or is capable of mathematical calculation from affidavits and documentary evidence. Fed. R. Civ. P. 55(b)(1); Days Inns Worldwide, Inc. v. Panchal, No. 15-1459 (WHW)(CLW), 2015 U.S. Dist. LEXIS 112737, *4 (D. N.J. Aug. 25, 2015) (quoting Transatlantic Marine Claims Agency, Inc. v. Ace Shipping Corp., 109 F.3d 105, 111 (2d Cir. 1997)). A hearing is not necessary where the record establishes the amount with a reasonable degree of certainty. See Durant v. Husband, 28 F.3d 12, 15 (3d Cir. 1994); J & J Sports Prods. v. Jaquez, 2014 U.S. Dist. LEXIS 138051, *4 (E.D. Pa. Sept. 24, 2014).

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The loss of use damages meets the standard for a sum certain. The agreement called for \$4,083.51 per month. Five invoices were sent, each for that amount for January-May 2026. This adds up to \$20,417.55. The invoices are Exhibit A to the Complaint and authenticated by Phillip Stilton's Declaration (**Exhibit 1**). Shore News did everything it said it would. Toms River enjoyed the benefits of the advertising it took out, and then punished Shore News for its journalism by refusing to pay its incurred debt. The number is not unclear. Shore News was deprived of the funds and is owed \$132.51 for the federal claim and \$158.59 for the state law claims.

4.4.2 Shore News is Entitled to (at Least) Nominal Damages for the Constitutional Claims

Plaintiff recognizes that it only gets one recovery. Nevertheless, full damages are appropriate for any and all counts. The Court may also award Plaintiff full damages under the breach of contract claim and then award nominal damages and fees for the constitutional violations. Nominal damages are available even if the injury cannot be quantified in clear dollars and cents. See Baldeo v. City of Paterson, 2019 U.S. Dist. LEXIS 9636, at *33 (D.N.J. Jan. 18, 2019) ("§ 1983 allows for the recovery of nominal damages where a plaintiff's constitutional rights were violated"); Carter v. Bentley Motors, Inc., 489 F. Supp. 3d 316, 323 (D.N.J. 2020) (vindicating constitutional claims under § 1981). See also Carey v. Piphus, 435 U.S. 247, 266 (1978); Uzuegbunam v. Preczewski, 592 U.S. 279, 291–92 (2021) (nominal damages provide redress for constitutional violations). Shore News requests an award, therefore, of at least nominal damages in the amount of \$1.00 against each Defendant on Counts I and III, although the full measure of the compensatory damages should be awarded. No evidentiary proceeding is required.

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4.4.3 Punitive Damages of \$100,000 Should be Imposed Upon Defendants Nivison and Ciccozzi, Individually, to Deter Future Violations.

Punitive damages are available under 42 U.S.C. § 1983 when a defendant's conduct is "motivated by evil motive or intent, or when it involves reckless or callous indifference to the federally protected rights of others." Smith v. Wade, 461 U.S. 30, 56 (1983). Punitive damages awards are meant to punish the wrongdoer and to deter them from doing it again., as well as to stand as a deterrent warning to other officials who might otherwise believe that the Constitution does not need to be obeyed if the government dislikes media coverage. Id. at 49. Even if compensatory or nominal damages are not awarded, this does not preclude recovery of punitive damages for violations of the plaintiff's Constitutional rights. See Alexander v. Riga, 208 F.3d 419, 430 (3d Cir. 2000). Punitive damages resemble criminal fines and may be imposed on an individual basis. See Loughman v. Consol-Pennsylvania Coal Co., 6 F.3d 88, 100-01 (3d Cir. 1993).

To be clear, Shore News seeks punitive damages only against Defendants Nivison and Ciccozzi in their personal capacities. The Court may not award punitive damages against the Township of Toms River. City of Newport v. Fact Concerts, Inc., 453 U.S. 247, 271 (1981) (municipality immune from punitive damages under § 1983); see also N.J.S.A. 59:9-2(c) (barring punitive damages against public entities). No punitive award should fall upon the taxpayers of Toms River. The Council members themselves shoulder the responsibility for their behavior.

The facts establish the mental state required to support punitive damages. This is not a case where an official acted in a fog of legal uncertainty or haste. Before the vote, Mayor Rodrick warned the Council (including Nivison and Ciccozzi) that it could not refuse to pay a vendor because of what the vendor wrote in their news publication. He told Nivison directly that this would get the Township sued. Compl. ¶¶ 28–31. The Township's Attorney also said on the same

record that Shore News’s coverage was protected speech, that there was a constitutional right at stake, and that retaliating against Shore News was “illegal.” Compl. ¶¶ 32–35. Nivison and Ciccozzi voted to withhold payment anyway. Compl. ¶ 36. And they advocated for the position of retaliation. But for their votes, Plaintiff would have been paid.

Officials who are told by counsel before acting (with TV cameras fixed on them) that they are about to violate the Constitution, yet then proceed to violate the Constitution, act with far more than reckless indifference. They act with actual knowledge and contempt for the First Amendment. And they do so in plain view of the citizenry, making the clear announcement that dissent will be punished by the government. Punitive damages against this contempt for our rights are just and appropriate. The Complaint pleads, and the default admits, that Nivison and Ciccozzi were motivated by an evil motive and intent to harm Shore News because of its exercise of its constitutional rights. The constitutional violations were, if not intentional, reckless or callously indifferent to Shore News’s First Amendment rights. Compl. ¶¶ 48, 62.

An award of \$100,000 against each of Nivison and Ciccozzi, severally, is appropriate. The reprehensibility of the conduct, the ratio between compensatory and punitive damages, and the disparity between the award and comparable civil penalties favor this figure. See BMW of N. Am., Inc. v. Gore, 517 U.S. 559, 574–75 (1996); See also State Farm Mut. Auto. Ins. Co. v. Campbell, 538 U.S. 408, 418 (2003).

As to reprehensibility, which is the most important factor, the conduct was intentional, involved the deliberate use of state power to punish dissenting speech, was committed in open defiance of prior and recorded legal advice, and was directed at a core constitutional right – Freedom of the Press. See Gore, 517 U.S. at 575. Where the injury is to a First Amendment freedom rather than to a purely economic interest, the ordinary ratio analysis for punitive damages

is not as important. This is because the harm is difficult to quantify monetarily as the right is, well, priceless. Campbell, 538 U.S. at 425 (quoting Gore, 517 U.S. at 582) (recognizing higher ratio may be justified where “the injury is hard to detect or the monetary value of noneconomic harm might have been difficult to determine”).

Plaintiff acknowledges that, measured against the loss-of-use sum or against nominal damages, the ratio here is high. But that ratio is a product of the smallness of the compensatory figure, not of any excess in the punitive figure. In that circumstance the Supreme Court has directed courts to give controlling weight to the reprehensibility of the conduct rather than to arithmetic, Campbell, 538 U.S. at 419, 425, and the Third Circuit has confirmed that an award of only nominal damages does not foreclose a meaningful punitive award, Alexander, 208 F.3d at 430–34. Nor is there any comparable civil penalty that would make the requested sum anomalous; the only sanction the Constitution contemplates for an official’s knowing retaliation against the press is the one Plaintiff seeks here.

Deterrence is not merely theoretical here. Defendants are still in office. They continue to wield the power to vote on payment to Shore News for future invoices, and on the invoices of every other publisher in Toms River (who will be chilled if they see the fate that Shore News met for being politically “disloyal”). A judgment for only the loss of use would teach Defendants that there are no real consequences for unlawful retaliation against the Freedom of the Press (and presumably none of the other four freedoms protected by the First Amendment either). Should the worst outcome be nothing more than to be ordered to pay what was always owed, only after the aggrieved news publication expended significant fees and effort? An award that lands on Nivison and Ciccozzi personally, rather than on the Township’s insurer or its taxpayers, is the only remedy that will have any degree of deterrence.

The Court may fix the amount of punitive damages on the admitted allegations of the Complaint and the declarations submitted, without a hearing. See Comdyne I, 908 F.2d at 1149; see also Pension Benefit Guar. Corp. v. Commercial Investigation & Adjustment Co., 2023 U.S. Dist. LEXIS 224457, at *19 (D.N.J. Dec. 18, 2023). In the alternative, and to the extent the Court concludes that a record is required to fix the amount, Shore News requests that the Court enter judgment on all remaining relief and schedule a limited hearing to address the amount of punitive damages only, pursuant to Fed. R. Civ. P. 55(b)(2).

4.4.4 Declaratory and Injunctive Relief.

Shore News requests a declaration that Defendants’ withholding of payment to retaliate against Shore News’s protected speech violates the First and Fourteenth Amendments and Article I, ¶ 6 of the New Jersey Constitution. Shore News also requests an injunction prohibiting further retaliation against Shore News for the exercise of its clearly established rights under the First Amendment and the New Jersey Constitution. Both the public interest and the balance of equities favor injunctive relief. “There is a strong public interest in upholding the requirements of the First Amendment.” Amalgamated Transit Union Local 85 v. Port Auth. of Allegheny Cty., 39 F.4th 95, 109 (3d Cir. 2022). And a government entity “suffers no legitimate harm from not enforcing an unconstitutional policy.” Id. Thus, equitable relief should be awarded.

Permanent injunctions are available to a plaintiff who shows (1) irreparable injury, (2) insufficiency of legal remedies, (3) equitable remedies are proper after balancing interests of plaintiff, and defendant, and (4) that such injunction would not harm public interest. See eBay Inc. v. MercExchange, L.L.C., 547 U.S. 388, 391 (2006). The movant must show a causal connection between the injury and the defendant’s infringement, which is often the “same inquiry” as to whether equitable remedies are available to plaintiff. See TD Bank N.A. v. Hill, 928 F.3d 259, 281 (3d Cir. 2019).

An injunction against further retaliatory action is the only way to protect Shore News's interest in continuing to report on local government affairs. While compensatory damages and punitive damages exist for the recovery of lost profits and to prevent individual violations, neither mechanism protects Shore News's ability to continue its journalistic endeavors. The interests of the citizenry to be informed and up to date about local governance, and the Constitutional protection under which Shore News operates far outweigh any governmental interest that may exist in maintaining an uninformed populace. An injunction would promote the public's ability to remain informed by further reporting from Shore News. For these reasons an injunction preventing further retaliatory action is just and proper.

4.4.5 Shore News is a Prevailing Party Entitled to its Attorneys' Fees and Costs.

Section 1988(b) permits the court, in its discretion, to allow the prevailing party in a § 1983 action a reasonable attorney's fee as part of the costs. The New Jersey Civil Rights Act contains a parallel provision. N.J.S.A. 10:6-2(f). However, as discussed above, the New Jersey provision is even stronger – maintaining the “catalyst theory” long since lost in Federal court. A prevailing plaintiff “should ordinarily recover an attorney's fee unless special circumstances would render such an award unjust.” Hensley v. Eckerhart, 461 U.S. 424, 429 (1983).

Shore News qualifies. A party prevails when it obtains a judicially sanctioned, material alteration of the legal relationship of the parties. Buckhannon Bd. & Care Home, Inc. v. W. Va. Dep't of Health & Human Res., 532 U.S. 598, 604–05 (2001). A default judgment awarding nominal and punitive damages, declaratory relief, and an injunction is this kind of alteration. Indeed, an award of nominal damages alone suffices to confer prevailing-party status. Farrar v. Hobby, 506 U.S. 103, 112 (1992). And as discussed, fees are available even if the Defendants seek to moot this action by a belated payment. Mason, 196 N.J. at 76; Wahab, 818 F. App'x at 137.

The fee is calculated under the lodestar method: reasonable hours multiplied by a reasonable hourly rate. Interfaith Cmty. Org. v. Honeywell Int'l, Inc., 426 F.3d 694, 703 n.5 (3d Cir. 2005). A fee may be awarded on the papers without a hearing in cases where the record supports it. See Bell v. United Princeton Props., Inc., 884 F.2d 713, 720 (3d Cir. 1989). Further, if damages are certain, evidentiary hearings may not be necessary. See Comdyne I, 908 F.2d at 1149. Shore News has provided a Certification of Counsel in Support of Attorneys' Fees, with contemporaneous time records and a lodestar summary, to comply with L. Civ. R. 54.2, together with the Certification of Vincent S. Verdiramo, Esq. (**Exhibit 4**), a member of the New Jersey bar for four decades, attesting that the rates and hours sought are reasonable and consistent with those prevailing in this District. See also Rendine v. Pantzer, 141 N.J. 292 (1995) (reasonableness of fees under New Jersey law assessed by reference to the factors in RPC 1.5(a)). In the alternative, if the Court is not convinced that it can tabulate the fees on this record, Shore News requests leave to file a fee application within 30 days of the entry of judgment.

5.0 CONCLUSION

The Council was told, before it acted, that it could not do what it was about to do because it was unconstitutional. Despite those explicit legal warnings, the Council acted anyway, on camera, in blatant disregard for the message sent to the citizenry, and then declined even to appear and defend itself in the current action. For the foregoing reasons, Shore News respectfully requests that the Court enter default judgment against Defendants Township of Toms River, Thomas Nivison, and David Ciccozzi and award: (1) compensatory loss-of-use damages of \$158.59 against the Township of Toms River (or, alternatively, \$132.51 under Count I), recoverable only once and calculated under N.J. Ct. R. 4:42-11 and post-judgment interest under 28 U.S.C. § 1961; (2) at least nominal damages of \$1.00 against each Defendant for the constitutional violations; (3) punitive damages in the amount of \$100,000 against each of Defendants Nivison and Ciccozzi,

severally, in their personal capacities; (4) dismissal of Count II without prejudice; (5) the declaratory and injunctive relief set forth in the proposed Order; and (6) Shore News's reasonable attorneys' fees and costs incurred in bringing this action pursuant to 42 U.S.C. § 1988(b) and N.J.S.A. 10:6-2(f).

Dated: October 12, 2026

/s/ Vincent S. Verdiramo
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Counsel for Plaintiff

CERTIFICATE OF SERVICE

I hereby certify that on October 12, 2026, the foregoing document was served on all parties or their counsel of record through the CM/ECF system.

/s/ Vincent S. Verdiramo

Vincent S. Verdiramo, 024691986

RANDAZZA | LEGAL GROUP

Exhibit 1

Declaration of Philip Stilton

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SHORE MEDIA & MARKETING LTD
LIABILITY CO. d/b/a SHORE NEWS
NETWORK,

Plaintiff,

v.

TOWNSHIP OF TOMS RIVER, and
THOMAS NIVISON and DAVID
CICCOZZI, in their personal capacities,

Defendants.

Civil Action No. 3:26-cv-06206-RK-RLS

AMENDED DECLARATION OF PHILLIP STILTON
IN SUPPORT OF PLAINTIFF’S AMENDED
MOTION FOR DEFAULT JUDGMENT

I, Phillip Stilton, of full age, hereby declare as follows:

1. I am the CEO and Editor of Shore Media & Marketing Ltd Liability Co. d/b/a Shore News Network (“Shore News”), Plaintiff in the above-captioned matter. I make this Declaration based upon my personal knowledge and my review of Shore News’s business records. It amends and replaces the declaration I signed in support of Plaintiff’s original Motion for Default Judgment (ECF No. 10), and I submit it in support of Plaintiff’s Amended Motion for Default Judgment.

2. I have reviewed the Complaint filed in this action on May 28, 2026. ECF No. 1. The factual allegations in the Complaint are true and correct, based on my personal knowledge, my review of Shore News’s records, and my review of the recording described in paragraph 6 below. I do not offer any opinion on the legal conclusions stated in the Complaint.

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3. Exhibit A to the Complaint (ECF No. 1) is a true and correct copy of five invoices that Shore News issued to the Township of Toms River (“Toms River” or the “Township”), each in the amount of \$4,083.51, bearing invoice numbers TRNJ-2026-001 through TRNJ-2026-005, and dated the first day of each month from January 2026 to May 2026. Together they total \$20,417.55. A copy is also attached hereto as **Exhibit 13**. Shore News prepares and keeps its invoices in the regular course of its business, and each of these invoices was prepared at or near the time of the advertising it covers by a person with knowledge of the matters recorded.

4. Shore News sells advertising as part of its business. Toms River hired Shore News to place advertisements in Shore News’s publication, at the rate of \$4,083.51 per month. The advertisements covered Township programs and notices, such as the Winding River Skating Center, Township hiring notices, the Bey Lea Golf Course, snow-storm public safety messaging, summer camps, and beach badges. Shore News published every advertisement Toms River hired it to publish and fully performed its side of the agreement. Toms River never noted dissatisfaction to me about the quality of work completed until the current matter.

5. Shore News also publishes news, including news about Toms River and its governance. Some members of the Toms River Council do not like what Shore News has published about Toms River politics. They believe Shore News favors Toms River Mayor Daniel Rodrick in his political disputes with the Township Council.

6. The Township Council held a public meeting on May 13, 2026. The Township recorded the meeting and published the recording on YouTube. I have watched the recording. At that meeting, the Council voted 4–3 not to pay PO26-02071, the then-outstanding bill for advertising services Shore News had already rendered to Toms River. Defendant Thomas Nivison stated on the recording that he believed Shore News was being used to attack the Council

politically, and he voted not to pay. Defendant David Ciccozzi, the Council President, stated on the recording that he objected to paying Shore News because it had not given “the opposing side the equal amount of time,” and that Shore News would have to give the Council an opportunity to respond. He also voted not to pay.

7. Before the Council voted, Mayor Rodrick and Township Attorney Jonathan Penney each spoke on the record. The Mayor cautioned that the Township could not refuse to pay a vendor because of its political coverage. The Township Attorney stated that Shore News’s coverage was protected speech, that a Freedom of the Press issue was at stake, and that retaliating against Shore News would be illegal.

8. On July 15, 2026, the Mayor of Toms River caused the outstanding bills to be paid, and Shore News received the \$20,417.55 that had been outstanding on the five invoices described in paragraph 3. I am unaware of the legal authority that permitted the Mayor to do so, and I have no reason to believe that any future payments that come due will be made.

9. Shore News filed this action on May 28, 2026, and the payment came 48 days later. I believe the payment was made on account of this suit.

10. From May 13, 2026, when the Council voted not to pay, until July 15, 2026, a period of 63 days, Shore News did not have the use of the \$20,417.55 it was owed. Shore News has not received any interest or other compensation for that period.

11. Because of Defendants’ actions, I am concerned that if further coverage in Shore News gains the negative attention of the Township Council, there will be further retaliation against me and my business. While I have continued to publish, my reporting has been at least somewhat affected by this concern. To my knowledge, none of the Defendants has repudiated their May 2026 actions.

12. Defendants Nivison and Ciccozzi remain members of the Toms River Township Council as of the date of this Declaration, and as Council members they continue to vote on the approval of bills.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: 10 / 12 / 2026



Phillip Stinson

Exhibit 2

Certification of Marc J. Randazza
Pursuant to L. Civ. R. 54.2

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SHORE MEDIA & MARKETING LTD
LIABILITY CO. d/b/a SHORE NEWS
NETWORK,

Plaintiff,

v.

TOWNSHIP OF TOMS RIVER, and
THOMAS NIVISON and DAVID
CICCOZZI, in their personal capacities,

Defendants.

Civil Action No. 3:26-cv-06206-RK-RLS

**CERTIFICATION OF COUNSEL IN SUPPORT OF
ATTORNEYS' FEES PURSUANT TO L. CIV. R. 54.2**

I, Marc J. Randazza, of full age, hereby certify as follows:

1. I submit this Certification pursuant to L. Civ. R. 54.2 in support of Plaintiff's application for an award of reasonable attorneys' fees and costs under 42 U.S.C. § 1988(b) and N.J.S.A. 10:6-2(f) in connection with the accompanying Amended Motion for Default Judgment.

2. I am counsel to Plaintiff Shore Media & Marketing Ltd Liability Co. d/b/a Shore News Network in the above-captioned matter, representing it through my firm, Randazza Legal Group, PLLC. I am admitted to practice *pro hac vice* in this matter.

3. On May 28, 2026, Plaintiff filed its Complaint in this action. ECF No. 1.

4. Defendant Township of Toms River was served with the Summons and Complaint on June 10, 2026, by James Donnelly. **Exhibit 5** is a true and correct copy of the executed proof of service.

5. Defendant David Ciccozzi was served with the Summons and Complaint on June 10, 2026, by James Donnelly. **Exhibit 6** is a true and correct copy of the executed proof of service.

6. Defendant Thomas Nivison was served with the Summons and Complaint on June 10, 2026, by James Donnelly. **Exhibit 7** is a true and correct copy of the executed proof of service.

7. The time within which Defendants Township of Toms River, David Ciccozzi, and Thomas Nivison were required to answer, move, or otherwise respond to the Complaint has expired. No answer, motion, or other responsive pleading has been filed, and no motion or other request for an extension of time has been made to the Court.

8. On July 9, 2026, upon Plaintiff's request, the Clerk of the Court entered default against Defendants Township of Toms River, David Ciccozzi, and Thomas Nivison pursuant to Fed. R. Civ. P. 55(a). A true and correct copy is annexed hereto as **Exhibit 10**.

9. The nature of the services rendered by my firm in this matter consisted of: pre-suit investigation, including review of the recorded May 13, 2026, Township Council meeting; legal research concerning First Amendment retaliation, unconstitutional conditions, compelled speech, municipal liability, and qualified and legislative immunity; drafting and filing of the Complaint; effecting service of process; obtaining entry of default; preparing the original Motion for Default Judgment (ECF No. 10); and, following the Court's September 28, 2026 Text Order (ECF No. 13), preparing this Amended Motion and supporting papers, along with counseling the client throughout this process.

10. A record of the dates on which services were performed, the timekeeper who performed them, a description of the services, and the time expended, all recorded contemporaneously, is annexed hereto as **Exhibit 11**.

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11. It is my understanding that the Court will consider the rates for attorneys of comparable skill, experience, and reputation performing similar work. See Interfaith Cmty. Org. v. Honeywell Int'l, Inc., 426 F.3d 694, 705 (3d Cir. 2005); Rode v. Dellarciprete, 892 F.2d 1177, 1183 (3d Cir. 1990).

12. The hourly rates set forth below are the customary rates charged by each timekeeper and, upon information and belief, are consistent with the prevailing market rates in the District of New Jersey for attorneys of comparable skill, experience, and reputation performing similar First Amendment and civil rights litigation.

13. The qualifications of each timekeeper are as follows:

14. I am an attorney licensed in the States of Nevada, California, Arizona, Massachusetts, and Florida, and have over 24 years of experience as an attorney.

15. I am the managing partner of Randazza Legal Group, PLLC ("RLG").

16. The primary focus of my practice is Free Speech and First Amendment litigation.

17. As managing partner of RLG, I oversee the billing entries for the firm on this case. **Exhibit 11** is the billing entries for RLG's attorneys and staff in spreadsheet format. The fee spreadsheet contains a true and correct account of the time RLG's attorneys and staff spent on the case, and the customary hourly rates for this work.

18. RLG attempted to work more efficiently on this matter by having attorney Jay M. Wolman, whose billing rate is lower than mine, perform work such as research and drafting legal memoranda, and by assigning the drafting of the Amended Brief to law clerk Jake Studebaker at a rate of \$250 per hour, while I was largely relegated to making strategic decisions.

19. RLG is a small, First Amendment boutique firm that is not able to take on a large volume of clients. Representing Shore News in this matter has precluded RLG from taking on other paying clients.

20. My customary billing rate is \$1,000 per hour. Courts have repeatedly approved my rates and those of my colleagues in contested fee proceedings. In June 2020, in an anti-SLAPP matter, the Eighth Judicial District Court of Nevada found my then-rate of \$800 per hour reasonable, together with \$200 per hour for law clerks and \$175 per hour for paralegals, and awarded \$184,955.55 in fees. Guo v. Cheng, No. A-18-779172-C (Nev. Eighth Jud. Dist. Ct. June 5, 2020). The same court approved the same rates in a subsequent \$68,800 post-judgment fee award in that matter (Feb. 8, 2021) and again in Las Vegas Resort Holdings, LLC v. Roeben, No. A-20-819171-C (Nev. Eighth Jud. Dist. Ct. Dec. 30, 2020). From 2021 through 2023 my customary rate was \$900 per hour, which I sought and supported in contested fee litigation in the United States District Court for the District of Nevada. A decade ago, the United States District Court for the Southern District of Florida approved my then-rate of \$650 per hour and awarded \$223,598.75 in fees for the defense of defamation-based claims. Tobinick v. Novella, 207 F. Supp. 3d 1332 (S.D. Fla. 2016).

21. My current rate of \$1,000 per hour is, in real terms, lower than the \$800 rate approved in 2020. According to the Bureau of Labor Statistics, the Consumer Price Index for All Urban Consumers rose from 257.797 in June 2020 to 334.980 in August 2026, an increase of 29.9%. Adjusted for inflation alone, the \$800 rate approved in 2020 is approximately \$1,039 today, before accounting for six additional years of experience. My rate has thus progressed in measured steps, from \$650 in 2016, to \$800 in 2020, to \$900 in 2021, to \$1,000 today, and each step has tracked or lagged inflation and experience. The \$750 rate charged by Attorney Wolman, a litigator

with 25 years of experience, is likewise conservative: in Guo, the same court approved \$550 per hour for a partner with substantially less experience than Attorney Wolman has now, and \$450 per hour for a then-associate with roughly six years of experience. The \$250 law-clerk rate and \$200 paralegal rate sought here are modest increases over the \$200 and \$175 rates approved in 2020.

22. My hourly rate is further justified by my experience. I focus my practice on First Amendment litigation and am licensed to practice in Nevada, California, Arizona, Florida, and Massachusetts. In Guo, the court recognized me as a nationally recognized expert on anti-SLAPP legislation and free speech issues who has assisted the judiciary committees in Nevada and Pennsylvania on anti-SLAPP legislation.

23. I was instrumental in the passage of Nevada's 2013 Anti-SLAPP legislation and played a significant role in shaping the statute's 2015 amendments.

24. When Nevada's Anti-SLAPP statute was amended in 2015, I successfully led the lobbying effort to save the statute from effectively being repealed, and I was instrumental in crafting the language in the statute today.

25. I am a nationally recognized expert on Anti-SLAPP legislation, defamation, and free-speech issues, and I have assisted the legislatures in Nevada, Pennsylvania, Ohio, New York, Massachusetts, New Hampshire, and Wyoming with Anti-SLAPP legislation.

26. I have been a commentator for both Fox News and CNN on Free Speech issues.

27. I earned my J.D. from Georgetown University Law Center, a Master's in Mass Communications from the University of Florida (with a media law focus), and an international degree in the form of an LL.M. from the University of Turin, Italy, where I wrote and published a thesis on freedom of expression issues.

28. I have been a practicing attorney for over 24 years.

29. I have taught First Amendment law at the law school level.

30. I give presentations to attorneys in CLE courses on how to handle Anti-SLAPP litigation, including teaching at the University of Torino every year in an International Freedom of Expression and intellectual property rights course.

31. Attorney Jay M. Wolman's customary billing rate is \$750 per hour. Attorney Wolman earned his J.D. from Georgetown University Law Center, is licensed in Connecticut, New York, and D.C., and has 25 years of litigation experience. He has over a decade of experience with intellectual property and Free Speech cases.

32. Attorney Ronald D. Green's customary billing rate is \$750 per hour. Attorney Green earned his J.D. from the University of Pittsburgh School of Law and is licensed in Nevada. He is well-versed in nearly all aspects of commercial litigation, particularly in the areas of contract enforcement, defamation, and fraud, and has lectured and written articles on such topics as domain name litigation and electronic discovery.

33. Jake Studebaker's billing rate is \$250 per hour. He is a law clerk employed with RLG, and his work on this matter, performed under the supervision of Attorney Wolman and me, consisted principally of researching and drafting the Amended Brief in support of this Motion.

34. Cassie Curran's billing rate is \$200 per hour. She is a paralegal employed with RLG and has approximately 6 years of experience as a paralegal.

35. Casey Spring's billing rate is \$200 per hour. She is a paralegal employed with RLG and has approximately 2 years of experience as a paralegal.

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36. The lodestar, and the total requested including the anticipated additional time described in paragraph 37, is summarized as follows:

Timekeeper	Role	Rate	Hours	Lodestar
Marc J. Randazza	Partner	\$ 1,000	5.1	\$ 5,100
Jay M. Wolman	Partner	\$ 750	14.5	\$ 10,875
Ronald D. Green	Partner	\$ 750	0.1	\$ 75
Jake Studebaker	Law Clerk	\$ 250	8.9	\$ 2,225
Casey Spring	Paralegal	\$ 200	21.3	\$ 4,260
Cassie Curran	Paralegal	\$ 200	8.7	\$ 1,740
TOTAL LODESTAR			58.6	\$24,275.00
Anticipated additional time (J. Wolman)	Partner	\$ 750	4.0	\$ 3,000
Anticipated additional time (M. Randazza)	Partner	\$ 1,000	2.0	\$ 2,000
TOTAL REQUESTED			64.6	\$29,275.00

37. Plaintiff has exercised billing judgment and has excluded from this application any time that was excessive, redundant, or otherwise unnecessary. As reflected in **Exhibit 11**, RLG recorded 4.7 hours of additional time (with a value of \$1,525.00 at the timekeepers' customary rates) that it wrote off as no-charge and does not seek to recover. In addition to the time already recorded, I estimate that approximately six additional hours of attorney time will reasonably be required to bring this matter to judgment: four hours at Attorney Wolman's \$750 rate (\$3,000.00) and two hours of my own time at \$1,000 (\$2,000.00), for a total of \$5,000.00, covering final review and revision of this Motion, review of any submission by Defendants, preparation of any reply, and attendance at any hearing the Court may set. Plaintiff requests that this amount be included in the award or, in the alternative, that Plaintiff be granted leave to supplement its fee application within 30 days of the entry of judgment to reflect the time actually incurred. See Hensley v. Eckerhart, 461 U.S. 424, 434 (1983).

38. Plaintiff further seeks taxable and out-of-pocket costs in the amount of \$705.00, itemized in **Exhibit 12** annexed hereto, consisting of the filing fee and the service of process fees.

39. No portion of the fees or costs sought herein has been paid or reimbursed by any person.

40. There is no agreement between Plaintiff and counsel providing for a fee other than as described herein.

41. **Exhibit 8** to the Brief in Support of Plaintiff's Amended Motion for Default Judgment is a true and accurate copy of emails between Attorney Verdiramo, and Attorney Gelfand (counsel for Defendant Toms River), and myself.

42. **Exhibit 9** to the Brief in Support of Plaintiff's Amended Motion for Default Judgment is a true and accurate copy of text messages between Attorney Gelfand (counsel for Defendant Toms River) and myself.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 12, 2026.

/s/ Marc J. Randazza
Marc J. Randazza

Exhibit 3

Declaration of Marc J. Randazza
Regarding DMDC

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SHORE MEDIA & MARKETING LTD
LIABILITY CO. d/b/a SHORE NEWS
NETWORK,

Plaintiff,

v.

TOWNSHIP OF TOMS RIVER, and
THOMAS NIVISON and DAVID
CICCOZZI, in their personal capacities,

Defendants.

Civil Action No. 3:26-cv-06206-RK-RLS

**DECLARATION OF MARC J. RANDAZZA
REGARDING MILITARY STATUS AND AGE
OF DEFENDANTS NIVISON AND CICCOZZI**

I, Marc J. Randazza, of full age, hereby declare as follows:

1. I am an attorney admitted pro hac vice in this matter and counsel for Plaintiff Shore Media & Marketing Ltd Liability Co. d/b/a Shore News Network. I make this Declaration based upon my personal knowledge and my review of the file, and I submit it under the Servicemembers Civil Relief Act, 50 U.S.C. § 3931(b)(1), in support of Plaintiff's Amended Motion for Default Judgment.

2. Plaintiff seeks default judgment against all three Defendants: the Township of Toms River, Thomas Nivison, and David Ciccozzi. The Clerk entered default against Defendants on July 9, 2026. ECF No. 9 (docket entry of July 9, 2026).

3. Defendant Township of Toms River is a municipality. It is not an individual and therefore cannot serve in the military.

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4. On October 9, 2026, my office searched the Department of Defense Manpower Data Center (“DMDC”) Servicemembers Civil Relief Act website for Defendant Thomas Nivison, using his last name and date of birth. The DMDC status report generated by that search is attached as **Exhibit 14**. Mr. Nivison is not on active duty, did not leave active duty within the preceding 367 days, and has not been notified of a future call-up to active duty, as of the date shown on the report.

5. On October 9, 2026, my office performed the same search for Defendant David Ciccozzi, using his last name and date of birth. The DMDC status report generated by that search is attached as **Exhibit 15**. The report states that Mr. Ciccozzi, likewise, is not on active duty, did not leave active duty within the preceding 367 days, and has not been notified of a future call-up to active duty, as of the date shown on the report.

6. Based on those DMDC reports, neither Defendant Thomas Nivison nor Defendant David Ciccozzi is in military service within the meaning of 50 U.S.C. § 3911.

7. Mr. Nivison and Mr. Ciccozzi are adults who serve as elected members of the Toms River Township Council. Neither is an infant or an incompetent person.

I declare under penalty of perjury that the foregoing is true and correct.

Dated: October 12, 2026.

/s/ Marc J. Randazza
Marc J. Randazza

Exhibit 4

Verdiramo Certification

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

SHORE MEDIA & MARKETING LTD
LIABILITY CO. d/b/a SHORE NEWS
NETWORK,

Plaintiff,

v.

TOWNSHIP OF TOMS RIVER, and
THOMAS NIVISON and DAVID
CICCOZZI, in their personal capacities,

Defendants.

Civil Action No. 3:26-cv-06206-RK-RLS

CERTIFICATION OF VINCENT S. VERDIRAMO, ESQ.
REGARDING THE REASONABLENESS OF
PLAINTIFF'S ATTORNEYS' FEES

I, Vincent S. Verdiramo, of full age, hereby certify as follows:

1. I am an attorney at law of the State of New Jersey. I was admitted to the bar of this State in 1986 (N.J. Attorney ID No. 024691986) and am admitted to the bar of the United States District Court for the District of New Jersey. I received my B.A. from Tulane University in 1983 and my J.D. from New York Law School in 1986. Since 1986 I have been the managing partner of Verdiramo & Verdiramo Esqs. P.A., 3163 Kennedy Boulevard, Jersey City, New Jersey, and I am counsel of record for Plaintiff Shore Media & Marketing Ltd Liability Co. d/b/a Shore News Network in this action. I make this Certification on personal knowledge in support of Plaintiff's application for attorneys' fees and costs under 42 U.S.C. § 1988(b) and N.J.S.A. 10:6-2(f).

2. I have practiced law in New Jersey for forty years. My practice is concentrated in civil and criminal litigation in the Superior Court of New Jersey and in this Court, including civil-rights claims, business and commercial litigation, and constitutional and First Amendment matters in the state and federal trial and appellate courts. I have been a member of the First Amendment

Lawyers Association since 2003, and I am a member of the New Jersey State Bar Association, the Hudson County Bar Association, and the Morris County Bar Association, and was a member of the Hudson American Inn of Court. Over four decades I have regularly negotiated, charged, paid, and reviewed hourly rates for litigation counsel in this State, and I am familiar with the rates customarily charged in the District of New Jersey by attorneys of comparable skill, experience, and reputation for litigation of the kind at issue here.

3. The relevant legal market for this litigation is the District of New Jersey, and in particular its northern vicinage, which forms part of the New York metropolitan area. Hudson, Bergen, Essex, and Union Counties sit directly across the Hudson River from Manhattan, and the rates charged by experienced litigators in this market are shaped by that proximity. Senior partners at firms in Newark, Jersey City, Hackensack, and Morristown, and at New York-based firms that routinely appear in this Court, customarily charge from several hundred dollars to well in excess of \$1,000 per hour for complex civil litigation, and rates at or above \$1,000 per hour for senior partners with specialized, nationally recognized expertise are neither unusual nor at the top of the market here.

4. I have known Marc J. Randazza, Esq., lead counsel for Plaintiff, for approximately twenty years, including through our shared work in the First Amendment bar. During that time I have become familiar with his practice, his reputation among lawyers who practice in the areas of defamation, free speech, and the First Amendment, and the quality of his work. I have worked directly with Mr. Randazza and his firm as local counsel in this action and have reviewed the pleadings and motion papers they have prepared.

5. Mr. Randazza is a nationally recognized First Amendment practitioner. He has practiced law for twenty-four years and is admitted in Nevada, California, Arizona, Florida, and

Massachusetts. He holds a J.D. from the Georgetown University Law Center, a Master's degree in Mass Communications from the University of Florida with a media-law concentration, and an LL.M. from the University of Turin, Italy, where he published a thesis on freedom of expression. He was instrumental in the enactment of Nevada's 2013 anti-SLAPP statute and its 2015 amendments, has assisted legislatures in Nevada, Pennsylvania, Ohio, New York, Massachusetts, New Hampshire, and Wyoming on anti-SLAPP legislation, has published in the Nevada Law Journal and Nevada Lawyer on free-speech topics, has taught First Amendment law at the law-school level, presents continuing legal education courses on anti-SLAPP litigation, and has served as a commentator on free-speech issues for national news outlets. Courts in other jurisdictions have expressly recognized him as a nationally recognized expert on anti-SLAPP legislation and free-speech issues.

6. It is my professional opinion, based on my experience in this market, that an hourly rate of \$1,000 for an attorney of Mr. Randazza's experience, reputation, and specialized expertise is reasonable and consistent with the rates prevailing in the District of New Jersey for lead counsel in complex constitutional and civil-rights litigation. It is my further opinion that the rates of \$750 per hour charged by his partners Jay M. Wolman, a litigator with twenty-five years of experience, and Ronald D. Green, a commercial and defamation litigator of comparable seniority, is within, and in my judgment below, the range customarily charged by partners of that experience in this market. The rate of \$250 per hour for law-clerk time and \$200 per hour for paralegal time are modest and are consistent with the rates charged for such timekeepers by litigation firms in northern New Jersey.

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7. I have reviewed the contemporaneous time records of Randazza Legal Group, PLLC (**Exhibit 11**) and the lodestar summary set forth in **Exhibit 2**. The hours recorded are reasonable for the work performed. This matter required the investigation and pleading of First Amendment retaliation, unconstitutional-conditions, compelled-speech, and New Jersey Civil Rights Act claims against a municipality and two of its elected officials; service upon and default of three defendants; the preparation of a motion for default judgment; and, following the Court's September 28, 2026 Text Order, the preparation of an amended motion addressing each of the six requirements the Court identified. The records reflect that the bulk of the drafting was assigned to a law clerk and to a partner billing at a rate lower than Mr. Randazza's, and that 4.7 hours of recorded time were written off and are not sought. In my experience that staffing reflects sound billing judgment.

8. Having considered the factors set forth in RPC 1.5(a), including the time and labor required, the novelty and difficulty of the constitutional questions presented, the skill required to perform the legal services properly, the fees customarily charged in this locality for similar services, the results obtained, and the experience, reputation, and ability of the attorneys performing the services, it is my opinion that the attorneys' fees sought by Plaintiff in this Motion are reasonable.

9. I have no financial interest in the fee award sought in this Motion other than as counsel of record for Plaintiff, and I have not been compensated for preparing this Certification.

I certify under penalty of perjury 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: _____

Vincent S. Verdiramo, Esq.

Exhibit 5

Proof of Service of
Defendant Township of Toms River



20260609160859

AO 440 (Rev. 06/12) Summons in a Civil Action

RETURN OF SERVICE

SERVICE OF:
EFFECTED (1) BY ME: **SUMMONS AND COMPLAINT, EXHIBITS**
TITLE: **JAMES DONNELLY**
PROCESS SERVER

DATE: 6/10/2026 8:18:53 PM

CHECK ONE BOX BELOW TO INDICATE APPROPRIATE METHOD OF SERVICE:

☐ Served personally upon the defendant

TOWNSHIP OF TOMS RIVER, NJ C/O CLERK OF TOMS RIVER

Place where served:

HIRSCHBLOND CONFERENCE ROOM, TOWN HALL 33 WASHINGTON STREET TOMS RIVER NJ 08753

☒ Left copies thereof at the defendant's dwelling house or place of business with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left:

THOMAS NIVISON C/O CLERK OF TOMS RIVER

Relationship to defendant **MANAGING AGENT**

Description of Person Accepting Service:

SEX: M AGE: 65+ HEIGHT: 5'9"-6'0" WEIGHT: 161-200 LBS. SKIN: WHITE HAIR: GRAY OTHER: _____☒ To the best of my knowledge, said person was not engaged in the U.S. Military at the time of service

STATEMENT OF SERVER

TRAVEL\$ _____

SERVICES \$ _____

TOTAL \$ _____

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in this Return of Service and Statement of Server is true and correct.

Served Data:

Subscribed and Sworn to me this

10th day of June, 2026

Notary Signature _____

Rosemary Ramos

Name of Notary

September 25th, 2028

My Commission Expires

I, **JAMES DONNELLY**,

was at the time of service a competent adult, over the age of 18 and not having direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

06/10/2026

Date

ATTORNEY: VINCENT S. VERDIRAMO, ESQ.
PLAINTIFF: SHORE MEDIA & MARKETING LTD LIABILITY CO. D/B/A SHORE NEWS NETWORK
DEFENDANT: TOWNSHIP OF TOMS RIVER, ET AL
VENUE: DISTRICT
DOCKET: 3 26 CV 06206 RK RLS
COMMENT:

Exhibit 6

Proof of Service of
Defendant David Ciccozzi



20260609160827

AO 440 (Rev. 06/12) Summons in a Civil Action

RETURN OF SERVICE

SERVICE OF: **SUMMONS AND COMPLAINT, EXHIBITS**
 EFFECTED (1) BY ME: **JAMES DONNELLY**
 TITLE: **PROCESS SERVER**

DATE: 6/10/2026 8:17:03 PM

CHECK ONE BOX BELOW TO INDICATE APPROPRIATE METHOD OF SERVICE:

☒ Served personally upon the defendant

DAVID CICCOTZI C/O CLERK OF TOMS RIVER

Place where served:

TOMS RIVER TOWNSHIP, HIRSCHBLOND CONFERENCE ROOM, TOWN HALL 33 WASHINGTON STREET TOMS RIVER NJ 08753

☐ Left copies thereof at the defendant's dwelling house or place of business with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left:

DAVID CICCOTZI C/O CLERK OF TOMS RIVER

Relationship to defendant SELF

Description of Person Accepting Service:

SEX: M AGE: 65+ HEIGHT: 5'9"-6'0" WEIGHT: 161-200 LBS. SKIN: WHITE HAIR: GRAY OTHER: BALDING☒ To the best of my knowledge, said person was not engaged in the U.S. Military at the time of service

STATEMENT OF SERVER

TRAVEL \$ _____

SERVICES \$ _____

TOTAL \$ _____

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in this Return of Service and Statement of Server is true and correct.

Served Data:

Subscribed and Sworn to me this

10th day of June, 2026

Notary Signature

Rosemary Ramos
 Name of Notary

September 25th, 2028
 My Commission Expires

I, JAMES DONNELLY,

was at the time of service a competent adult, over the age of 18 and not having direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

06/10/2026
 Date

ATTORNEY: VINCENT S. VERDIRAMO, ESQ.
 PLAINTIFF: SHORE MEDIA & MARKETING LTD LIABILITY CO. D/B/A SHORE NEWS NETWORK
 DEFENDANT: TOWNSHIP OF TOMS RIVER, ET AL
 VENUE: DISTRICT
 DOCKET: 3 26 CV 06206 RK RLS
 COMMENT:

Exhibit 7

Proof of Service of
Defendant Thomas Nivison



20260609160309

AO 440 (Rev. 06/12) Summons in a Civil Action

RETURN OF SERVICE

SERVICE OF:
EFFECTED (1) BY ME: **SUMMONS AND COMPLAINT, EXHIBITS**
TITLE: **JAMES DONNELLY**
PROCESS SERVER

DATE: 6/10/2026 8:17:47 PM

CHECK ONE BOX BELOW TO INDICATE APPROPRIATE METHOD OF SERVICE:

☒ Served personally upon the defendant

THOMAS NIVISON C/O CLERK OF TOMS RIVER

Place where served:

TOMS RIVER TOWNSHIP, HIRSCHBLOND CONFERENCE ROOM, TOWN HALL 33 WASHINGTON STREET TOMS RIVER NJ 08753

☐ Left copies thereof at the defendant's dwelling house or place of business with a person of suitable age and discretion then residing therein. Name of person with whom the summons and complaint were left:

THOMAS NIVISON C/O CLERK OF TOMS RIVER

Relationship to defendant SELF

Description of Person Accepting Service:

SEX: M AGE: 65+ HEIGHT: 5'9"-6'0" WEIGHT: 161-200 LBS. SKIN: WHITE HAIR: GRAY OTHER: _____☒ To the best of my knowledge, said person was not engaged in the U.S. Military at the time of service

STATEMENT OF SERVER

TRAVEL \$ _____

SERVICES \$ _____

TOTAL \$ _____

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in this Return of Service and Statement of Server is true and correct.

Served Data:

Subscribed and Sworn to me this

10th day of June, 2026

Notary Signature

Rosemary Ramos
Name of Notary

September 25th, 2028
My Commission Expires

I, JAMES DONNELLY,

was at the time of service a competent adult, over the age of 18 and not having direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

06/10/2026
Date

ATTORNEY: VINCENT S. VERDIRAMO, ESQ.
PLAINTIFF: SHORE MEDIA & MARKETING LTD LIABILITY CO. D/B/A SHORE NEWS NETWORK
DEFENDANT: TOWNSHIP OF TOMS RIVER, ET AL
VENUE: DISTRICT
DOCKET: 3 26 CV 06206 RK RLS
COMMENT:

Exhibit 8

Emails Between Plaintiffs' Counsel and
Counsel for Toms River Township



Marc Randazza <mjr@randazza.com>

Fwd: Shore Media v. Toms River

6 messages

Vincent Verdiramo <vincent@verdiramolaw.com>
To: Marc Randazza <mjr@randazza.com>

Mon, Jul 13, 2026 at 8:02 AM

For all Real Estate matters, please copy my Paralegal paralegal@verdiramolaw.com

For Civil, Municipal, Personal Injury and Tenancy matters, please copy my Paralegal Debra Sikora at debra@verdiramolaw.com

Vincent S. Verdiramo, Esq.

Verdiramo & Verdiramo, P.A.
[3163 Kennedy Boulevard](#)
[Jersey City, New Jersey 07306](#)
Tel: 201-798-7082
Fax: 201-918-6536
Cell: 201-920-9367

vincent@verdiramolaw.com



----- Forwarded message -----

From: **Todd Gelfand** <tgelfand@barkerlawfirm.net>
Date: Mon, Jul 13, 2026, 7:56AM
Subject: Shore Media v. Toms River
To: vincent@verdiramolaw.com <vincent@verdiramolaw.com>
Cc: Kay Reichel <kreichel@barkerlawfirm.net>

Vincent S. Verdirano,

Mr. Verdirano,

I am writing regarding the Clerk's Entry of Default entered on July 9, 2026, in the above captioned matter.

Defendants intend to appear and defend this, and we would like to avoid motion practice over the default. Please advise whether Plaintiff will consent to vacating the Clerk's Entry of Default and permitting Defendants to file an answer, motion, or other response to the Complaint within fourteen days of entry of a consent order.

If Plaintiff consents, I have copied my staff for preparation of, and filing, a proposed consent order vacating the default and setting the response deadline.

Please let us know your position at your earliest convenience.

Thank you,

Todd

-Todd J. Gelfand

Barker, Gelfand, James and Sarvas

Direct: Todd: 609-833-0249

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tgelfand@barkerlawfirm.net

image001.gif
1K

Vincent Verdiramo <vincent@verdiramolaw.com>

Tue, Jul 14, 2026 at 10:00 AM

To: Todd Gelfand <tgelfand@barkerlawfirm.net>, Marc Randazza <mjr@randazza.com>

Cc: Kay Reichel <kreichel@barkerlawfirm.net>

Good morning Todd,

I was out yesterday, thus this reply today.

Yes, of course, we will consent and extend that courtesy.

If you'd like to discuss merits prior to filing the answer fell free to reach out and we can set up a zoom meeting with lead counsel Marc Randazza.

VSV

On Mon, Jul 13, 2026 at 7:56 AM Todd Gelfand <tgelfand@barkerlawfirm.net> wrote:

Vincent S. Verdirano,

Mr. Verdirano,

I am writing regarding the Clerk's Entry of Default entered on July 9, 2026, in the above captioned matter.

Defendants intend to appear and defend this, and we would like to avoid motion practice over the default. Please advise whether Plaintiff will consent to vacating the Clerk's Entry of Default and permitting Defendants to file an answer, motion, or other response to the Complaint within fourteen days of entry of a consent order.

Exhibit 9

Texts Between Plaintiffs' Counsel and
Counsel for Toms River Township

To: +1 (856) 745-0345



iMessage
Tue, Aug 25 at 11:22

Todd, Marc Randazza here — your friendly opposing counsel in the Shore Media v. Toms River case.

Wed, Aug 26 at 15:21

I've been in touch w ciccozi and have a call in to nivvason and got some needed background from Tom's River otherwise. I had in mind trying to quickly settle and will still try but it certainly isn't going to be quite as easy as i thought it might be on first glance. might i ask you if i could get an Answer filed by Tuesday? my initial inclination was a motion in lieu of answer if we can't get settled real quick but i've reconsidered and am inclined to Answer if you can give me a few more days thanks for your patience

Of course.

Read 8/26/26

ty



iMessage



Exhibit 10

Default Entered on July 9, 2026

[Query](#) [Reports](#) [Utilities](#) [Help](#) [Log Out](#)

**U.S. District Court
District of New Jersey [LIVE] (Trenton)
CIVIL DOCKET FOR CASE #: 3:26-cv-06206-RK-RLS**

SHORE MEDIA & MARKETING LTD LIABILITY CO. v.
TOWNSHIP OF TOMS RIVER et al
Assigned to: Judge Robert Kirsch
Referred to: Magistrate Judge Rukhsanah L. Singh
Cause: 42:1983 Civil Rights Act

Date Filed: 05/28/2026
Jury Demand: Plaintiff
Nature of Suit: 440 Civil Rights: Other
Jurisdiction: Federal Question

Plaintiff

**SHORE MEDIA & MARKETING LTD
LIABILITY CO.**
doing business as
SHORE NEWS NETWORK

represented by **VINCENT SAVINO VERDIRAMO**
VERDIRAMO & VERDIRAMO
3163 KENNEDY BLVD.
JERSEY CITY, NJ 07306
(201) 798-7082
Email: vincent@verdiramolaw.com
ATTORNEY TO BE NOTICED

V.

Defendant

TOWNSHIP OF TOMS RIVER

represented by **TODD J. GELFAND**
BARKER, GELFAND & JAMES
LINWOOD GREENE
SUITE 12
210 NEW ROAD
LINWOOD, NJ 08221
609-601-8677
Fax: 609-601-8577
Email: tgelfand@barkerlawfirm.net
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

DAVID CICCOTZI
in their personal capacities

Defendant

THOMAS NIVISON
in their personal capacities

Date Filed	#	Docket Text
05/28/2026	1	COMPLAINT against TOWNSHIP OF TOMS RIVER (Filing and Admin fee \$ 405 receipt number ANJDC-17472181) with JURY DEMAND, filed by SHORE MEDIA & MARKETING LTD LIABILITY CO D/B/A SHORE NEWS NETWORK. (Attachments: # 1 Civil Cover Sheet, # 2 Corporate Disclosure Statement)(VERDIRAMO, VINCENT) (Entered: 05/28/2026)
05/28/2026	2	First MOTION for Leave to Appear Pro Hac Vice <i>Marc J. Randazza</i> by SHORE MEDIA & MARKETING LTD LIABILITY CO D/B/A SHORE NEWS NETWORK. (Attachments: # 1 Certification Attorney Certification, # 2 Exhibit Attorney Certification Exhibits, # 3 Text of Proposed Order Proposed Order)(VERDIRAMO, VINCENT) (Entered: 05/28/2026)
05/28/2026		Judge Robert Kirsch and Magistrate Judge Rukhsanah L. Singh added. (mlh) (Entered: 05/28/2026)
05/28/2026		Notice of Judicial Preferences. Click here for the Judge's Individual Procedure Requirements. (mlh) (Entered: 05/28/2026)
05/28/2026		CLERK'S QUALITY CONTROL MESSAGE - The 2 - (1) "CERTIFICATION OF MARC J. RANDAZZA" submitted by VINCENT SAVINO VERDIRAMO on 5/28/2026 contains an improper signature. Only Local Counsel are permitted to sign electronically filed documents with an s/. Pro Hac Vice Attorneys may hand sign documents. PLEASE RESUBMIT THE DOCUMENT WITH A PROPER ELECTRONIC OR SCANNED SIGNATURE USING THE EVENT: Civil Events -> Other Filings -> Other Documents -> Exhibit (to Document). This submission will remain on the docket unless otherwise ordered by the court. (mlh) (Entered: 05/28/2026)
05/28/2026	3	SUMMONS ISSUED as to DAVID CICOZZI, THOMAS NIVISON, and TOWNSHIP OF TOMS RIVER. Attached is the official court Summons, please fill out Defendant and Plaintiffs attorney information and serve. (mlh) (Entered: 05/28/2026)
05/28/2026		Set Deadlines as to 2 First MOTION for Leave to Appear Pro Hac Vice <i>Marc J. Randazza</i> . Motion set for 7/6/2026 before Magistrate Judge Rukhsanah L. Singh. Unless otherwise directed by the Court, this motion will be decided on the papers and no appearances are required. Note that this is an automatically generated message from the Clerk`s Office and does not supersede any previous or subsequent orders from the Court. (mlh) (Entered: 05/28/2026)
05/28/2026	4	Exhibit to QC - Document contains an Electronic Signature of a Non-Attorney,, 2 Motion for Leave to Appear Pro Hac Vice, <i>Marc J. Randazza</i> by All Plaintiffs. (Attachments: # 1 Exhibit Exhibits to Certification)(VERDIRAMO, VINCENT) (Entered: 05/28/2026)
06/26/2026	5	NOTICE of Appearance by TODD J. GELFAND on behalf of TOWNSHIP OF TOMS RIVER (GELFAND, TODD) (Entered: 06/26/2026)
06/30/2026	6	SUMMONS Returned Executed by SHORE MEDIA & MARKETING LTD LIABILITY

		CO.. THOMAS NIVISON served on 6/10/2026, answer due 7/1/2026. (VERDIRAMO, VINCENT) (Entered: 06/30/2026)
06/30/2026	7	SUMMONS Returned Executed by SHORE MEDIA & MARKETING LTD LIABILITY CO.. SHORE MEDIA & MARKETING LTD LIABILITY CO. served on 6/10/2026, answer due 7/1/2026. (VERDIRAMO, VINCENT) (Entered: 06/30/2026)
06/30/2026	8	SUMMONS Returned Executed by SHORE MEDIA & MARKETING LTD LIABILITY CO.. TOWNSHIP OF TOMS RIVER served on 6/10/2026, answer due 7/1/2026. (VERDIRAMO, VINCENT) (Entered: 06/30/2026)
07/08/2026	9	Request for Clerk's Entry of Default by SHORE MEDIA & MARKETING LTD LIABILITY CO. against Defendants. (Attachments: # 1 Declaration Declaration of C.S. Flavin, # 2 Exhibit Exhibits 1 - 5)(VERDIRAMO, VINCENT) (Entered: 07/08/2026)
07/09/2026		Clerk's ENTRY OF DEFAULT as to TOWNSHIP OF TOMS RIVER, DAVID CICCOTZI, and THOMAS NIVISON for failure to plead or otherwise defend. (mlh) (Entered: 07/09/2026)

PACER Service Center			
Transaction Receipt			
09/14/2026 13:34:08			
PACER Login:	marcorandazza	Client Code:	shorenews
Description:	Docket Report	Search Criteria:	3:26-cv-06206-RK-RLS Start date: 1/1/1980 End date: 9/14/2026
Billable Pages:	2	Cost:	0.20

Exhibit 11

Billing Entries for Randazza Legal Group

Date	Timekeeper	Description	Hours	Rate	Amount
05/20/2026	Marc Randazza	Responding to messages, and confer with client	0.3	\$1,000.00	\$300.00
05/21/2026	Marc Randazza	Confer re claims	0.3	\$1,000.00	\$300.00
05/27/2026	Cassie Curran	Prepare civil cover sheet and initiating documents for complaint filing preparation	0.4	\$200.00	\$80.00
05/27/2026	Marc Randazza	Drafting complaint	1.4	\$1,000.00	\$1,400.00
05/27/2026	Jay Wolman	Call with paralegal regarding cover sheet	0.1	\$750.00	\$75.00
05/27/2026	Jay Wolman	Confer with team re filing needs.	0.1	\$750.00	\$75.00
05/27/2026	Jay Wolman	Confer with team re complaint.	0.1	\$750.00	\$75.00
05/27/2026	Jay Wolman	Confer with team re case.	0.1	\$750.00	\$75.00
05/27/2026	Jay Wolman	Correspond with client re agreement.	0.1	\$750.00	\$75.00
05/27/2026	Jay Wolman	Begin researching and strategizing complaint	1.4	\$750.00	\$1,050.00
05/27/2026	Jay Wolman	Continue researching and drafting complaint.	2.9	\$750.00	\$2,175.00
05/27/2026	Jay Wolman	Review invoices and revise complaint to address	0.3	\$750.00	\$225.00
05/27/2026	Ron Green	Discussion of Complaint with JMW and team.	0.1	\$750.00	\$75.00
05/28/2026	Cassie Curran	Prepare pleading template to reduce future billable hours	0.3	\$200.00	\$60.00
05/28/2026	Cassie Curran	Drafting of MJR PHV motion, certification, and proposed order; prepare exhibits to same; memo to team	0.8	\$200.00	\$160.00
05/28/2026	Casey Spring	Sending MJR PHV cert to MJR to sign for filing	0.2	\$200.00	\$40.00
05/28/2026	Marc Randazza	Finalize filing, review of final complaint, confer with local	0.6	\$1,000.00	\$600.00
05/28/2026	Casey Spring	NO CHARGE: Participation in strategy meeting about client file	0.1	No charge	\$0.00
05/28/2026	Jay Wolman	Attention to finalization and filing of complaint	0.1	\$750.00	\$75.00
05/28/2026	Casey Spring	Finalizing complaint and sending complaint and PHV to local counsel	0.5	\$200.00	\$100.00
05/28/2026	Marc Randazza	Review and revise complaint.	0.7	\$1,000.00	\$700.00
05/28/2026	Jay Wolman	Confer with team re revised complaint.	0.1	\$750.00	\$75.00

Date	Timekeeper	Description	Hours	Rate	Amount
05/28/2026	Jay Wolman	Review and confer with team re 5/27 town meeting.	0.1	\$750.00	\$75.00
05/28/2026	Jay Wolman	Review filing status. Confer with team re same. No charge.	0.1	No charge	\$0.00
05/29/2026	Jay Wolman	Attention to matter status. No charge	0.1	No charge	\$0.00
06/04/2026	Jay Wolman	Attention to matter management. No charge	0.1	No charge	\$0.00
06/05/2026	Cassie Curran	Receipt of issued summons for Defendants; prepare summonses for each Defendant and prepare service packet; transmit same to client to initiate service	0.7	\$200.00	\$140.00
06/05/2026	Jay Wolman	Attention to matter status. No charge	0.1	No charge	\$0.00
06/09/2026	Casey Spring	Discussing service status with MJR	0.2	\$200.00	\$40.00
06/10/2026	Jay Wolman	Attention to matter status. No charge.	0.1	No charge	\$0.00
06/11/2026	Jay Wolman	Attention to typographical issue. No charge.	0.1	No charge	\$0.00
06/11/2026	Casey Spring	NO CHARGE: Discussing case status with team	0.1	No charge	\$0.00
06/29/2026	Marc Randazza	Communicating with Phil Stilton and reviewing activity re service and potential default.	0.4	\$1,000.00	\$400.00
06/30/2026	Cassie Curran	Receipt and review of returns of service; prepare documents for filing; transmit same to co-counsel for filing	0.7	\$200.00	\$140.00
06/30/2026	Cassie Curran	Confer with MJR re case and Defendants' answer deadline	0.1	\$200.00	\$20.00
06/30/2026	Cassie Curran	Calendaring of answer deadline	0.1	\$200.00	\$20.00
07/01/2026	Cassie Curran	Review online docket and pull recent filings; internal docketing of same and memo to team; calendar court's ex- parte hearing on PHV	0.2	\$200.00	\$40.00
07/02/2026	Jay Wolman	Attention to matter management. No charge.	0.1	No charge	\$0.00
07/06/2026	Cassie Curran	Edits to request for default; drafting of declaration in support of same and prepare exhibits	0.7	\$200.00	\$140.00
07/06/2026	Jay Wolman	Review declaration and confer with paralegal re same.	0.1	\$750.00	\$75.00

Date	Timekeeper	Description	Hours	Rate	Amount
07/06/2026	Jay Wolman	Obtain SCRA statuses and revise request for default.	0.3	\$750.00	\$225.00
07/06/2026	Jay Wolman	Confer with team re requesting default	0.1	\$750.00	\$75.00
07/06/2026	Cassie Curran	Review of online docket and attention to updates; confer with MJR and drafting of motion for entry of default against Defendants; transmit same to team	1.2	\$200.00	\$240.00
07/06/2026	Jay Wolman	Review request for entry of default and confer with team re same.	0.1	\$750.00	\$75.00
07/07/2026	Jay Wolman	Attention to motion status. No charge	0.1	No charge	\$0.00
07/07/2026	Cassie Curran	Review online docket to ensure answer remains unfiled	0.1	\$200.00	\$20.00
07/07/2026	Cassie Curran	Transmit documents to co-counsel for approval and filing; memo to team re same	0.1	\$200.00	\$20.00
07/07/2026	Cassie Curran	Edits to and finalize request for default; memos to JMW re same	0.2	\$200.00	\$40.00
07/07/2026	Jay Wolman	Attention to correspondence with local counsel re request for default. No charge	0.1	No charge	\$0.00
07/07/2026	Jay Wolman	Review default request and confer with team re same.	0.1	\$750.00	\$75.00
07/08/2026	Casey Spring	NO CHARGE: Participation in strategy meeting about client file	0.1	No charge	\$0.00
07/08/2026	Cassie Curran	Receipt of filed request for default; organize and internal docketing of same; memos to team; review online docket for status and activity	0.2	\$200.00	\$40.00
07/08/2026	Cassie Curran	Confer with MJR re status of case and filing	0.1	\$200.00	\$20.00
07/08/2026	Cassie Curran	Update request for default per co-counsel email; finalize and transmit same for filing	0.2	\$200.00	\$40.00
07/08/2026	Jay Wolman	Attention to request for default	0.1	\$750.00	\$75.00
07/09/2026	Marc Randazza	Attention to default	0.9	\$1,000.00	\$900.00
07/09/2026	Jay Wolman	Attention to request for default. No charge.	0.1	No charge	\$0.00
07/10/2026	Casey Spring	Discussing next steps with MJR	0.2	\$200.00	\$40.00
07/10/2026	Casey Spring	Updating and doing legal research re notice motion for default judgment	0.4	\$200.00	\$80.00

Date	Timekeeper	Description	Hours	Rate	Amount
07/10/2026	Casey Spring	Updating and doing legal research re brief in support of default judgment	2.6	\$200.00	\$520.00
07/10/2026	Casey Spring	Updating and doing legal research re L. Civ. R. 54.2 Certification	0.1	\$200.00	\$20.00
07/10/2026	Casey Spring	Updating and doing legal research re proposed order for default judgment	0.1	\$200.00	\$20.00
07/10/2026	Casey Spring	Updating and doing legal research re Verdiramo cert	0.1	\$200.00	\$20.00
07/10/2026	Jay Wolman	Review docket and confer with team re default.	0.1	\$750.00	\$75.00
07/12/2026	Casey Spring	Updating and doing legal research re proposed order	0.2	\$200.00	\$40.00
07/12/2026	Casey Spring	Updating and doing legal research re Verdiramo certification for default judgment motion	0.2	\$200.00	\$40.00
07/13/2026	Casey Spring	Updating and doing legal research re brief in support of default judgment	1.2	\$200.00	\$240.00
07/13/2026	Jay Wolman	NO CHARGE: Attention to matter status. No charge	0.1	No charge	\$0.00
08/03/2026	Jay Wolman	Attention to matter management.	0.1	No charge	\$0.00
08/25/2026	Cassie Curran	Confer with MJR and attention to docket; discuss default judgment strategy and next steps thereto	0.2	\$200.00	\$40.00
08/28/2026	Jay Wolman	Attention to matter status.	0.1	No charge	\$0.00
09/11/2026	Jay Wolman	Attention to matter status.	0.1	No charge	\$0.00
09/14/2026	Cassie Curran	Prepare fee spreadsheet for use in motion; confer with CTS re requirements for summary judgment and next steps thereto	0.5	\$200.00	\$100.00
09/14/2026	Casey Spring	Editing proposed order for default judgment	0.1	\$200.00	\$20.00
09/14/2026	Casey Spring	Calling local counsel to get information re fees and costs	0.2	\$200.00	\$40.00
09/14/2026	Casey Spring	Editing MJR cert in support of fees request re motion for default judgment	1.6	\$200.00	\$320.00
09/14/2026	Casey Spring	Preparing and saving exhibits for motion for default judgment including attorney's fees exhibits	0.6	\$200.00	\$120.00

Date	Timekeeper	Description	Hours	Rate	Amount
09/14/2026	Casey Spring	Editing brief in support of motion for default judgment	0.6	\$200.00	\$120.00
09/14/2026	Casey Spring	Editing Verdiramo cert in support of motion for default judgment	0.3	\$200.00	\$60.00
09/14/2026	Casey Spring	Drafting memo re Stilton dec in support of motion for default judgment.	0.5	\$200.00	\$100.00
09/14/2026	Casey Spring	NO CHARGE: Training with Cassie re exhibits and info needed for fee declaration	0.4	No charge	\$0.00
09/14/2026	Casey Spring	Editing notice of motion for default judgment	0.2	\$200.00	\$40.00
09/14/2026	Casey Spring	NO CHARGE: Participation in strategy meeting about client file	0.1	No charge	\$0.00
09/14/2026	Jay Wolman	Confer with paralegal re fee affidavit	0.1	\$750.00	\$75.00
09/14/2026	Jay Wolman	Further direction to paralegal re DJ motion	0.1	\$750.00	\$75.00
09/14/2026	Jay Wolman	Confer with team re judgment motion	0.2	\$750.00	\$150.00
09/14/2026	Jay Wolman	Review and revise default judgment motion.	1.8	\$750.00	\$1,350.00
09/14/2026	Jay Wolman	Direct paralegal re exhibits.	0.1	\$750.00	\$75.00
09/15/2026	Casey Spring	NO CHARGE: Participation in strategy meeting about client file	0.1	No charge	\$0.00
09/15/2026	Casey Spring	Updating fees chart and MJR dec ISO mtn for default judgment, checking legal citations for same	1.7	\$200.00	\$340.00
09/15/2026	Casey Spring	Editing and citation checking brief ISO motion for default judgment, reviewing local rules re same.	2.4	\$200.00	\$480.00
09/15/2026	Casey Spring	Editing Stilton dec ISO motion for default judgment.	0.2	\$200.00	\$40.00
09/15/2026	Casey Spring	Discussing strategy and status re default judgment brief and related files with team	0.5	\$200.00	\$100.00
09/15/2026	Casey Spring	Editing Verdiramo dec ISO motion for default judgment.	0.1	\$200.00	\$20.00
09/15/2026	Casey Spring	Editing Notice of Motion for Default Judgment	0.1	\$200.00	\$20.00
09/15/2026	Casey Spring	Editing proposed order	0.1	\$200.00	\$20.00
09/15/2026	Casey Spring	Updating exhibits to brief, MJR dec and Verdiramo dec	0.2	\$200.00	\$40.00
09/15/2026	Cassie Curran	Assist team with motion for default judgment documents and financials	0.4	\$200.00	\$80.00

Date	Timekeeper	Description	Hours	Rate	Amount
09/15/2026	Cassie Curran	Confer with CTS and attention to inclusions in declaration to support motion for default judgment and fees.	0.3	\$200.00	\$60.00
09/15/2026	Jay Wolman	Attention to status of declaration. Strategize next steps.	0.1	\$750.00	\$75.00
09/15/2026	Jay Wolman	Review exhibits and draft comporting language re o/c for brief.	0.2	\$750.00	\$150.00
09/15/2026	Jay Wolman	Attention to exhibits in support of motion.	0.1	\$750.00	\$75.00
09/15/2026	Jay Wolman	Confer with team re motion for judgment	0.1	\$750.00	\$75.00
09/15/2026	Jay Wolman	Confer with paralegal re citations. No charge.	0.1	No charge	\$0.00
09/15/2026	Jay Wolman	Confer with paralegal re bluebooking.	0.1	\$750.00	\$75.00
09/15/2026	Jay Wolman	Review and revise brief and declarations. Confer with team re same.	0.5	\$750.00	\$375.00
09/15/2026	Jay Wolman	Direct paralegal re concatenation of declarations.	0.1	\$750.00	\$75.00
09/16/2026	Casey Spring	Discussing status of case and new strategies since invoices were paid by mayor	0.2	\$200.00	\$40.00
09/16/2026	Casey Spring	NO CHARGE: Participation in strategy meeting about client file	0.3	No charge	\$0.00
09/16/2026	Cassie Curran	Confer with team re new information and attention to next steps thereto	0.2	\$200.00	\$40.00
09/16/2026	Jay Wolman	Confer with team re revisions to motion.	0.1	\$750.00	\$75.00
09/16/2026	Alex Shepard	NO CHARGE: Meeting with team re: status of matter and new factual developments.	0.3	No charge	\$0.00
09/16/2026	Jay Wolman	Strategize revisions to motion for judgment by default.	0.2	\$750.00	\$150.00
09/16/2026	Jay Wolman	Attention to correspondence with client re declaration.	0.1	\$750.00	\$75.00
09/16/2026	Jay Wolman	Review client update and strategize implications.	0.2	\$750.00	\$150.00
09/16/2026	Jay Wolman	Review draft client declaration and confer with team re same.	0.1	\$750.00	\$75.00

Date	Timekeeper	Description	Hours	Rate	Amount
09/16/2026	Casey Spring	Adding TOC and TOA to Brief re default judgment, proofreading and finalizing brief, accompanying declarations and exhibits	1.3	\$200.00	\$260.00
09/17/2026	Casey Spring	NO CHARGE: Participation in strategy meeting about client file	0.1	No charge	\$0.00
09/17/2026	Marc Randazza	NO CHARGE: review file	0.1	No charge	\$0.00
09/17/2026	Jay Wolman	Revise motion for judgment to address nonmootness	1.7	\$750.00	\$1,275.00
09/17/2026	Jay Wolman	Attention to matter status.	0.1	No charge	\$0.00
09/17/2026	Jay Wolman	Confer with team re motion for judgment by default	0.1	\$750.00	\$75.00
09/18/2026	Jay Wolman	Attention to motion needs.	0.1	\$750.00	\$75.00
09/18/2026	Jay Wolman	Review and revise motion for judgment. Confer with team re same	0.1	\$750.00	\$75.00
09/18/2026	Marc Randazza	Review and revise motion for default judgment	0.5	\$1,000.00	\$500.00
09/18/2026	Jay Wolman	Confer with Team regarding motion and direct paralegal regarding filing needs	0.1	\$750.00	\$75.00
09/20/2026	Casey Spring	Updating and formatting for filing proposed order	0.1	\$200.00	\$20.00
09/20/2026	Casey Spring	Updating and formatting for filing MJR dec re fees	0.1	\$200.00	\$20.00
09/20/2026	Casey Spring	Updating fee exhibits	0.7	\$200.00	\$140.00
09/20/2026	Casey Spring	Updating and formatting for filing notice of motion	0.1	\$200.00	\$20.00
09/20/2026	Casey Spring	Updating and formatting for filing brief in support of motion for default judgment and exhibits too same	1.3	\$200.00	\$260.00
09/20/2026	Jay Wolman	Attention to execution of declaration and confer with Team regarding the same	0.1	\$750.00	\$75.00
09/21/2026	Casey Spring	Call with local re filing motion for default	0.2	\$200.00	\$40.00
09/21/2026	Casey Spring	Finalizing motion for default, decs, and exhibits for filing and sending to local to file	0.5	\$200.00	\$100.00
09/21/2026	Cassie Curran	Assist with documents for filing and confer with CTS re same	0.3	\$200.00	\$60.00

Date	Timekeeper	Description	Hours	Rate	Amount
09/21/2026	Jay Wolman	Attention to finalization and filing of motion for default judgment. Confer with team re same	0.1	\$750.00	\$75.00
09/21/2026	Casey Spring	Updating client dec re motion for default judgment, sending to client to send, and memo to client re same	0.1	\$200.00	\$20.00
09/22/2026	Casey Spring	Saving docketed case doc, memo to attorneys re same	0.1	\$200.00	\$20.00
09/22/2026	Casey Spring	Calendaring opposition and reply deadlines, creating shells for replies	0.4	\$200.00	\$80.00
09/22/2026	Jay Wolman	Attention to matter status.	0.1	No charge	\$0.00
09/23/2026	Casey Spring	Calling clerk re MJR PHV admission	0.2	\$200.00	\$40.00
09/23/2026	Casey Spring	Drafting request for e-filing permission for MJR and discussing same with team	0.2	\$200.00	\$40.00
09/23/2026	Jay Wolman	Confer with paralegal re enotice draft.	0.1	No charge	\$0.00
09/23/2026	Jay Wolman	Direct paralegal re preparation of electronic notice request.	0.1	\$750.00	\$75.00
09/23/2026	Jay Wolman	Attention to anticipatory needs for reply memorandum.	0.1	\$750.00	\$75.00
09/24/2026	Cassie Curran	Finalize PHV fee appearance documents and transmit to co-counsel for filing; review of requirements for same	0.2	\$200.00	\$40.00
09/24/2026	Cassie Curran	Call to co-counsel re PHV filing fee, left message	0.1	\$200.00	\$20.00
09/28/2026	Casey Spring	NO CHARGE: Discussing amended motion for default judgment with team	0.2	No charge	\$0.00
09/28/2026	Jay Wolman	Attention to motion status.	0.1	\$750.00	\$75.00
09/28/2026	Jay Wolman	Call with Atty Randazza re court order.	0.1	\$750.00	\$75.00
09/28/2026	Jay Wolman	Further direction to paralegal re amended motion.	0.1	\$750.00	\$75.00
09/28/2026	Jay Wolman	Review order on motion for default judgment. Strategize implications. Direct paralegal re same.	0.3	\$750.00	\$225.00
09/29/2026	Cassie Curran	Attention to amended motion	0.1	\$200.00	\$20.00
09/29/2026	Jay Wolman	Attention to amended motion.	0.1	\$750.00	\$75.00

Date	Timekeeper	Description	Hours	Rate	Amount
09/29/2026	Casey Spring	Drafting memo re amended motion for default, notice of, proposed order and MJR decs in support of same	0.2	\$200.00	\$40.00
09/30/2026	Jake Studebaker	Reviewing Mtn. for Def. Judg.	0.4	No charge	\$0.00
09/30/2026	Jake Studebaker	Confer with JMW re: Amending Mtn. for Def. Judg.	0.3	\$250.00	\$75.00
09/30/2026	Jay Wolman	Attention to motion status.	0.1	\$750.00	\$75.00
09/30/2026	Jay Wolman	Meeting with law clerk to review amended motion requirements.	0.3	\$750.00	\$225.00
10/01/2026	Jake Studebaker	Review Amended Proposed Order, Notice of Amended Mtn.	0.6	\$250.00	\$150.00
10/01/2026	Cassie Curran	Memo to MJR re renewed motion status	0.1	\$200.00	\$20.00
10/01/2026	Jay Wolman	Attention to matter status. No charge	0.1	No charge	\$0.00
10/01/2026	Casey Spring	Saving docketed case doc, memo to attorneys and client re same	0.1	\$200.00	\$20.00
10/01/2026	Jay Wolman	Attention to correspondence with client re order	0.1	\$750.00	\$75.00
10/01/2026	Jay Wolman	Confer with team re client update	0.1	\$750.00	\$75.00
10/02/2026	Cassie Curran	Further confer with team re settlement	0.1	\$200.00	\$20.00
10/02/2026	Cassie Curran	Attention to settlement and case fees	0.1	\$200.00	\$20.00
10/02/2026	Jay Wolman	Attention to matter management. No charge.	0.1	No charge	\$0.00
10/02/2026	Jake Studebaker	Researching New Jersey statutes and court rules, drafting Am. Brief for Plaintiff's Mtn. for Def. Judg.	1.4	\$250.00	\$350.00
10/02/2026	Jay Wolman	Attention to status of amended motion and strategize next steps.	0.1	\$750.00	\$75.00
10/02/2026	Casey Spring	Discussing settlement offer with team	0.1	\$200.00	\$20.00
10/04/2026	Jay Wolman	NO CHARGE: Communicate with Team regarding amended motion	0.1	No charge	\$0.00
10/05/2026	Casey Spring	NO CHARGE: Participation in strategy meeting about client file	0.1	No charge	\$0.00
10/05/2026	Jay Wolman	Attention to matter management. No charge.	0.1	No charge	\$0.00
10/05/2026	Jake Studebaker	Drafting Am. Brief for Plaintiff's Mtn. for Def. Judg. (Settlement Timeline/Train)	1.4	\$250.00	\$350.00

Date	Timekeeper	Description	Hours	Rate	Amount
10/07/2026	Jake Studebaker	Revise Amend. Brief in Supp. of Mtn. for Def. Judg.	5.2	\$250.00	\$1,300.00
10/07/2026	Jay Wolman	Communicate with Team regarding amended motion needs	0.1	\$750.00	\$75.00
10/09/2026	Jay Wolman	NO CHARGE: Communicate with Team regarding amended motion	0.1	No charge	\$0.00
		TOTAL NO-CHARGE TIME (not sought)	4.7		\$0.00
		TOTAL BILLED TIME (lodestar)	58.6		\$24,275.00

Entries marked “No charge” were recorded contemporaneously but written off by the firm and are not included in the lodestar. Hourly rates: M. Randazza \$1,000; J. Wolman and R. Green \$750; J. Studebaker (law clerk) \$250; C. Spring and C. Curran (paralegals) \$200.

Exhibit 12

Out of Pocket Expenses

Payer	Date	Description	Cost
Verdiramo & Verdiramo Esqs. PA	5/28/26	Fee to open case and file Complaint with the U.S. District Court for the District of New Jersey.	\$405.00
Philip Stilton	6/19/26	Process server to serve the Complaint on David Ciccozzi.	\$240.00
Philip Stilton	6/19/26	Process server to serve the Complaint on Thomas Nivison.	\$30.00
Philip Stilton	6/19/26	Process server to serve the Complaint on Township of Toms River.	\$30.00
			\$705.00

Exhibit 13

Composite of Invoices
Initially Filed as “Exhibit A” to the Complaint

Shore Media & Marketing LLC

6 Kennedy Ct.
Jackson, NJ
08527
732-575-4891
www.shorenewsnetwork.com

Advertisement Invoice

Invoice #	TRNJ-2026-001
Invoice Date	JAN 1, 2026
Due Date	JAN 31, 2026

Bill To

Township of Toms River
Accts.
33 Washington Street
Toms River, NJ 08527
732-341-1000

TERMS

NET 30

PERIOD – JAN 2026

Description

Amount

Advertising and marketing services for Township of Toms River -- Display advertising on Shore News Network

Winding River Skating Center – Party room/rental advertisement and promotion

Winding River Skating Center – January 2026 Skating Schedule Promotion

Toms River Township Now Hiring Advertisement and Promotion

Marine Science Mondays Advertisement

Bey Lea Golf Course Promotion – Discount on off-season cards sale advertisement

Nexplore Drone Voyage Program advertisement

Advertising Audience

Facebook: Shore News Network / Toms River News / Toms River Magazine – 195,000 followers – Pinned advertisement posts on all platforms.

Newsbreak: 174,000 followers – Advertisement features for above advertisements.

Shore News Network Display Ad Features (website): 75,372 impressions for month.

Thank you for your business!

Make all checks payable to Shore Media and Marketing LLC

Subtotal	\$4083.51
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Tax	\$0*
-----	------

Shipping	\$0.00
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Total	\$4083.51
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Shore Media & Marketing LLC

6 Kennedy Ct.
Jackson, NJ
08527
732-575-4891
www.shorenewsnetwork.com

Advertisement Invoice

Invoice #	TRNJ-2026-002
Invoice Date	FEB 1, 2026
Due Date	FEB 28, 2026

Bill To

Township of Toms River
Accts.
33 Washington Street
Toms River, NJ 08527
732-341-1000

TERMS

NET 30

PERIOD – FEB 2026

Description

Amount

Advertising and marketing services for Township of Toms River -- Display advertising on Shore News Network

Advertisement - Winding River Skating Center – Party room/rental advertisement and promotion - Continued

Advertisement - Winding River Skating Center – FEBRUARY 2026 Skating Schedule Promotion

Notice – Book your party at Winding River Skating Center

Toms River Township Now Hiring Advertisement and Promotion - Continued

Marine Science Mondays Advertisement - Reminder Notice

Advertisement - Bey Lea Golf Course Promotion – Early registration advertisement

Article – Bey Lea Golf Course – Book Now for Savings

Notice - February Snow Storm – Pre Storm Public Service Message – Blizzard warning/safety message

Notice - February Snow Storm – Post Storm Cleanup Messages (2)

Article – Lego Camp

Article – Hand on Cooking and Science Camp

Notice – Park Upgrades

Notice – Tennis Lessons for Kids

Advertising Audience

Facebook: Shore News Network / Toms River News / Toms River Magazine – 195,000 followers – Pinned advertisement posts on all platforms.

Newsbreak: 174,000 followers – Advertisement features for above advertisements.

Shore News Network Display Ad Features (website): 75,372 impressions for month.

Thank you for your business!

Make all checks payable to Shore Media and Marketing LLC

Subtotal	\$4083.51
Tax	\$0*
Shipping	\$0.00
Total	\$4083.51

Shore Media & Marketing LLC

6 Kennedy Ct.
Jackson, NJ
08527
732-575-4891
www.shorenewsnetwork.com

Advertisement Invoice

Invoice #	TRNJ-2026-003
Invoice Date	MAR 1, 2026
Due Date	MAR 28, 2026

Bill To

Township of Toms River
Accts.
33 Washington Street
Toms River, NJ 08527
732-341-1000

TERMS

NET 30

PERIOD – MAR 2026

Description

Amount

Advertising and marketing services for Township of Toms River -- Display advertising on Shore News Network

Advertisement - Winding River Skating Center – Party room/rental advertisement and promotion - Continued
Advertisement - Winding River Skating Center – March 2026 Skating Schedule Promotion

Toms River Township Now Hiring Advertisement and Promotion - Continued
Advertisement – Kayak Storage Rentals
Article – Kayak Storage Rentals
Advertisement – Spring Yog
Article – Spring Yoga
Advertisement – Easter Egg Hunt
Article – Easter Egg Hunt
Advertisement – Pickleball Classes
Article – Pickleball Classes

Advertising Audience

Facebook: Shore News Network / Toms River News / Toms River Magazine – 195,000 followers – Pinned advertisement posts on all platforms.

Newsbreak: 174,000 followers – Advertisement features for above advertisements.

Shore News Network Display Ad Features (website): 75,372 impressions for month.

Thank you for your business!

Make all checks payable to Shore Media and Marketing LLC

Subtotal	\$4083.51
Tax	\$0*
Shipping	\$0.00
Total	\$4083.51

Shore Media & Marketing LLC

6 Kennedy Ct.

Jackson, NJ

08527

732-575-4891

www.shorenewsnetwork.com

Advertisement Invoice

Invoice #

TRNJ-2026-004

Invoice Date

APRIL 1, 2026

Due Date

APRIL 30, 2026

Bill To

Township of Toms River

Accts.

33 Washington Street

Toms River, NJ 08527

732-341-1000

TERMS

NET 30

PERIOD – APRIL 2026

Description

Amount

Advertising and marketing services for Township of Toms River -- Display advertising on Shore News Network

Advertisement- Special Needs Camp

Article – Special Needs Camp

Advertisement – Spring Tennis

Article – Spring Tennis

Advertisement – Beach Badges on Sale

Article – Beach Badges on Sale

Toms River Township Now Hiring Advertisement and Promotion – Continued

Advertisement – Kayak Storage Rentals

Advertisement – Spring Yog

Advertisement – Easter Egg Hunt - Continued

Article – Easter Egg Hunt – Reposted as event neared

Advertisement – Pickleball Classes

Article – Pickleball Classes

Announcement – Riverwood Basketball Court Resurfacing

Advertising Audience

Facebook: Shore News Network / Toms River News / Toms River Magazine – 195,000 followers – Pinned advertisement posts on all platforms.

Newsbreak: 174,000 followers – Advertisement features for above advertisements.

Shore News Network Display Ad Features (website): 75,372 impressions for month.

Thank you for your business!

Make all checks payable to Shore Media and Marketing LLC

Subtotal	\$4083.51
Tax	\$0*
Shipping	\$0.00
Total	\$4083.51

Shore Media & Marketing LLC

6 Kennedy Ct.
Jackson, NJ
08527
732-575-4891
www.shorenewsnetwork.com

Advertisement Invoice

Invoice #	TRNJ-2026-004
Invoice Date	MAY 1, 2026
Due Date	MAY 30, 2026

Bill To

Township of Toms River
Accts.
33 Washington Street
Toms River, NJ 08527
732-341-1000

TERMS

NET 30

PERIOD – MAY 2026

Description

Amount

Advertising and marketing services for Township of Toms River -- Display advertising on Shore News Network

Advertisement- Summer Camp Registration Opens

Article – Summer Camp

Advertisement – New Spring Yogo

Article – New Spring Yoga Bulletin

Advertisement – Pickleball Classes

Article – Pickleball Classes

Advertisement – Summer Theater Camp

Bulletin – Summer Theater Camp

Advertisement – Spring Tennis

Article – Spring Tennis

Advertisement – Beach Badges on Sale

Article – Beach Badges on Sale

Repost – Beach Badges on Sale

Toms River Township Now Hiring Advertisement and Promotion – Continued

Advertisement – Kayak Storage Rentals

Advertisement – Spring Yog

Announcement – Riverwood Basketball Court Resurfacing

Advertisement – Chef it Up

Advertisement – Chess Camp

Advertisement – Beach Yoga – Shelter Cover

Advertisement - Fitness Class with Pepper

Advertisement - Zumba with Anne

Advertising Audience

Facebook: Shore News Network / Toms River News / Toms River Magazine – 195,000 followers – Pinned advertisement posts on all platforms.

Newsbreak: 174,000 followers – Advertisement features for above advertisements.

Shore News Network Display Ad Features (website): 75,372 impressions for month.

Thank you for your business!

Make all checks payable to Shore Media and Marketing LLC

Subtotal	\$4083.51
Tax	\$0*
Shipping	\$0.00
Total	\$4083.51

Exhibit 14

Status Report Pursuant to Servicemembers Civil Relief Act
for Thomas Nivison

Status Report

Pursuant to Servicemembers Civil Relief Act

SSN:

Birth Date: Apr-XX-1960

Last Name: NIVISON

First Name: THOMAS

Middle Name:

Status As Of: Oct-12-2026

Certificate ID: WQHYSG7L8RC1JQ9

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty. HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/#!/faqs>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

Exhibit 15

Status Report Pursuant to Servicemembers Civil Relief Act
for David Ciccozzi



Status Report

Pursuant to Servicemembers Civil Relief Act

SSN:

Birth Date: Oct-XX-1956

Last Name: CICCOTZI

First Name: DAVID

Middle Name:

Status As Of: Oct-12-2026

Certificate ID: OPMH1VZ8Y76VJG3

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individuals' active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, Space Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty. HOWEVER, WITHOUT A SOCIAL SECURITY NUMBER, THE DEPARTMENT OF DEFENSE MANPOWER DATA CENTER CANNOT AUTHORITATIVELY ASSERT THAT THIS IS THE SAME INDIVIDUAL THAT YOUR QUERY REFERS TO. NAME AND DATE OF BIRTH ALONE DO NOT UNIQUELY IDENTIFY AN INDIVIDUAL.

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. § 3901 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q35) via this URL: <https://scra.dmdc.osd.mil/scra/faq>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. § 3921(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC § 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.