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Steven Firkser, Esq. (ID # 029261983)
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Joseph A. Natale, Esq. (ID # 275622018)
GREENBAUM, ROWE, SMITH & DAVIS LLP
75 Livingston Avenue
Roseland, New Jersey 07068
Attorneys for Plaintiff
Meridia Toms River 40 Urban Renewal LLC

MERIDIA TOMS RIVER 40 URBAN
RENEWAL LLC,

Plaintiff,

v.

TOWNSHIP OF TOMS RIVER, DANIEL T.
RODRICK, Individually and in His Capacity as
Mayor of the Township of Toms River, and
JOHN DOES 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
OCEAN COUNTY: LAW DIVISION
DOCKET NO. OCN-L-2065-24 (CBLP)

Civil Action

**PLAINTIFF'S NOTICE OF MOTION
TO ENFORCE LITIGANT'S RIGHTS
AND ENFORCE COMPLIANCE WITH
THE SUBPOENA *DUCES TECUM* & *AD
TESTIFICANDUM* SERVED UPON
SHORE MEDIA & MARKETING LTD
LIABILITY CO. PURSUANT TO RULE
1:10-3**

**TO: Allan C. Zhang, Esq.
Rainone Coughlin Minchello, LLC
555 U.S. Highway 1 South, Suite 440
Iselin, New Jersey 08830
Attorneys for Defendants**

**Shore Media & Marketing Ltd Liability Co.
c/o Phil Stilton, Member
6 Kennedy Court
Jackson, New Jersey 08527**

PLEASE TAKE NOTICE that on May 23, 2025, at 9:00 am or as soon thereafter as counsel may be heard, Greenbaum, Rowe, Smith & Davis LLP, attorneys for Plaintiff Meridia Toms River 40 Urban Renewal LLC, shall move before Hon. Sean D. Gertner, J.S.C., Superior Court of New Jersey, Ocean County, at the Ocean County Courthouse, 118 Washington Street, Second Floor, Toms River, New Jersey 08754, for the entry of an Order: (1) adjudicating that non-

party Shore Media & Marketing Ltd Liability Co. (“Shore Media”) violated litigant’s rights by failing to comply with the subpoena served upon it; (2) compelling non-party Shore Media to produce documents and appear for its deposition as directed by the subpoena; and (3) awarding Plaintiff its costs and fees for having to bring the within motion.

PLEASE TAKE FURTHER NOTICE that in support of this motion, Defendants shall rely upon the accompanying Certification of Joseph A. Natale, Esq. A proposed form of Order is annexed hereto.

PLEASE TAKE FURTHER NOTICE that Plaintiff requests oral argument only if opposition to this motion is filed timely.

GREENBAUM, ROWE, SMITH & DAVIS LLP
Attorneys for Plaintiff

By: /s/ Steven G. Mlenak
STEVEN G. MLENAK

Dated: May 7, 2025

CERTIFICATION OF SERVICE

I hereby certify that on this date, Plaintiff's Notice of Motion, Certification of Joseph A. Natale, Esq. and proposed form of Order were electronically filed on eCourts.

Courtesy copies of the foregoing papers were sent to the chambers of the Hon. Sean D. Gertner, J.S.C., Ocean County Courthouse, 118 Washington Street, Second Floor, Toms River, New Jersey 08754, via Federal Express.

I further certify that on this date, copies of the foregoing papers were served on the following counsel of record via eCourts and e-mail:

Allan C. Zhang, Esq.
Rainone Coughlin Minchello, LLC
555 U.S. Highway 1 South, Suite 440
Iselin, New Jersey 08830
azhang@njrcmlaw.com

I further certify that on this date, copies of the foregoing papers were served on non-party Shore Media & Marketing Ltd Liability Co. via Federal Express, Certified Mail/R.R.R. and Regular Mail to:

Shore Media & Marketing Ltd Liability Co.
c/o Phil Stilton, Member
6 Kennedy Court
Jackson, New Jersey 08527

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

/s/ Joseph A. Natale
JOSEPH A. NATALE

Dated: May 7, 2025

Steven G. Mlenak, Esq. (ID # 025702011)
 Steven Firkser, Esq. (ID # 029261983)
 Judah Skoff, Esq. (ID # 03422007)
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 Meridia Toms River 40 Urban Renewal LLC

MERIDIA TOMS RIVER 40 URBAN
 RENEWAL LLC,

Plaintiff,

v.

TOWNSHIP OF TOMS RIVER, DANIEL T.
 RODRICK, Individually and in His Capacity as
 Mayor of the Township of Toms River, and
 JOHN DOES 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
 OCEAN COUNTY: LAW DIVISION
 DOCKET NO. OCN-L-2065-24 (CBLP)

Civil Action

**ORDER ENFORCING LITIGANT’S
 RIGHTS AND ENFORCING
 COMPLIANCE WITH THE
 SUBPOENA PURSUANT TO RULE
 1:10-3**

THIS MATTER having been opened to the Court by Greenbaum, Rowe, Smith & Davis LLP, attorneys for Plaintiff Meridia Toms River 40 Urban Renewal LLC (“Plaintiff”) on May 23, 2025, the return date of Plaintiff’s Motion to Enforce Litigant’s Rights and Enforce Compliance with the Subpoena *Duces Tecum & Ad Testificandum* (the “Subpoena”) that Plaintiff served upon non-party Shore Media & Marketing Ltd Liability Co. (“Shore Media”) pursuant to Rule 1:10-3 (the “Motion”), and the Court having considered the submissions and arguments of all interested parties and counsel, and good cause having been shown;

IT IS on this _____ day of _____ 2025 **ORDERED** as follows:

1. Plaintiff’s Motion be and the same hereby is granted.
2. Shore Media has violated Plaintiff’s rights as a litigant.

3. Plaintiff be and hereby is granted relief in aid of litigant's rights pursuant to Rule 1:10-3.

4. Shore Media be and hereby is compelled to comply with the Subpoena by, within five (5) days of the date hereof, providing Plaintiff's counsel with (i) any and all documents requested by the Subpoena that are in Shore Media's custody, control or possession, and (ii) at least three (3) dates on which Shore Media is available to appear for the deposition requested by the Subpoena, which deposition shall occur within twenty-one (21) days of the date hereof.

5. Plaintiff is awarded its costs and fees for bringing the within Motion.

6. The failure of Shore Media to comply with this Order shall subject it to further sanctions.

7. A copy of this Order shall be deemed to have been served on all counsel of record upon its posting to eCourts.

HON. SEAN D. GERTNER, J.S.C.

This Motion was:

___ Opposed

___ Unopposed

Steven G. Mlenak, Esq. (ID # 025702011)
Steven Firkser, Esq. (ID # 029261983)
Judah Skoff, Esq. (ID # 03422007)
Joseph A. Natale, Esq. (ID # 275622018)
GREENBAUM, ROWE, SMITH & DAVIS LLP
75 Livingston Avenue
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Attorneys for Plaintiff
Meridia Toms River 40 Urban Renewal LLC

MERIDIA TOMS RIVER 40 URBAN
RENEWAL LLC,

Plaintiff,

v.

TOWNSHIP OF TOMS RIVER, DANIEL T.
RODRICK, Individually and in His Capacity as
Mayor of the Township of Toms River, and
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Defendants.

SUPERIOR COURT OF NEW JERSEY
OCEAN COUNTY: LAW DIVISION
DOCKET NO. OCN-L-2065-24 (CBLP)

Civil Action

**CERTIFICATION OF
JOSEPH A. NATALE, ESQ.**

JOSEPH A. NATALE, ESQ., of full age, upon his Certification, says:

1. I am an attorney at law of the State of New Jersey and an associate with the law firm of Greenbaum, Rowe, Smith & Davis LLP, attorneys for Plaintiff Meridia Toms River 40 Urban Renewal LLC (“Plaintiff”). As such I have personal knowledge of the facts and circumstances of this matter.

2. I submit this Certification in support of Plaintiff’s Motion to Enforce Litigant’s Rights and Enforce Compliance with a Subpoena pursuant to Rule 1:10-3.

3. Plaintiff has filed a ten-count Complaint against Defendants, the Township of Toms River (the “Township”) and its Mayor, Daniel T. Rodrick (the “Mayor”) (collectively “Defendants”), alleging various causes of action, including breach of contract, tortious interference, and violations of state and federal civil rights arising out of Defendants’ alleged bad

faith conduct and refusal to honor their legal and contractual obligations in connection with a redevelopment project located in Toms River, New Jersey.

4. On March 17, 2023, Plaintiff directed a Subpoena *Duces Tecum* and *Ad Testificandum* (“Subpoena”) to non-party Shore Media & Marketing Ltd Liability Co. (“Shore Media”). A true and accurate copy of the Subpoena is annexed hereto as Exhibit A.

5. The Subpoena commanded Shore Media to provide a qualified representative to give testimony on March 31, 2025, in addition to providing all documents in its possession, custody or control that are responsive to Schedule A of the Subpoena. See Ex. A.

6. The Subpoena advised that no appearance would be necessary only if Shore Media provided this firm with the requested documents on the return date of March 31, 2025. Id.

7. The Subpoena further advised Shore Media that failure to appear and comply with the Subpoena would subject Shore Media to such penalties as are provided by law. Id.

8. The Subpoena was personally served on Shore Media, courtesy of its Registered Agent, on March 20, 2025. A true and accurate copy of the Affidavit of Service of the Subpoena is annexed hereto as Exhibit B.

9. Neither Shore Media, nor any party, filed a motion to quash or otherwise limit the Subpoena.

10. Notwithstanding, Shore Media did not appear for the subpoenaed deposition or produce any of the subpoenaed records to this firm on March 31, 2025.

11. As such, by correspondence dated April 7, 2025, which was delivered to Shore Media via Federal Express, Plaintiff’s undersigned counsel advised Shore Media that its response to the Subpoena was overdue and warned that if Shore Media did not comply with the Subpoena by April 11, 2025, Plaintiff would seek to compel compliance through the Court without further

notice. A true and accurate copy of the undersigned's April 7, 2025, correspondence, without exhibits, is annexed hereto as Exhibit C.

12. On April 9, 2025, the undersigned received an e-mail (the "April 9th E-mail") from Shore Media's member, Phil Stilton ("Mr. Stilton"), in which Mr. Stilton alleged, among other things, that "[t]here are no documents on file on my end as you requested." A true and accurate copy of Mr. Stilton's April 9, 2025, e-mail is annexed hereto as Exhibit D.

13. Mr. Stilton included with his April 9th E-mail, a thread of prior e-mails evidencing that: (1) on March 28, 2025, Mr. Stilton sent an e-mail regarding the Subpoena to the e-mail address "jnatale@greenbaumlaw.com" (the "March 28th E-mail"); and (2) on March 31, 2025, Mr. Stilton forwarded the March 28th E-mail to Defendants' counsel, Allan C. Zhang, Esq. (the "March 31st E-mail"). Id.

14. In his March 28th E-mail, Mr. Stilton does not appear to have attached any responsive records and, instead, provides a written explanation of alleged reasons why he felt that Shore Media was either unable or not required to produce any of the subpoenaed records. Id.

15. This is despite that, in the March 28th E-mail, Mr. Stilton indicated that that he "worked for the township from 1/1/2024 – 2/28/2024" and that Shore Media has "a media/consulting contract with the township that started in June of that year." Id.

16. Further, although Mr. Stilton indicated in the March 28th E-mail that there are purportedly "no emails, text messages, or correspondence between [himself] and [the Mayor] or any other township officials" regarding the subject matter specified in the Subpoena, id., the Subpoena was issued to Shore Media – not Mr. Stilton. See Ex. A.

17. To this end, Document Request No. 5 in the Subpoena asked for "[c]opies of any and all communications (including, but not limited to, text messages, e-mails and correspondence)

exchanged between you and the Township or the Mayor during the Relevant Period relating to Plaintiff, the Redevelopment Plan, the Redevelopment Agreement, the Project, the Property, or proposed or ongoing redevelopment in the Township,” and defined “you” in Definition No. 15 as Shore Media “including any and all present and former officers, executives, partners, directors, trustees, employees, attorneys, agents, representatives, and all other persons acting or purporting to act on its behalf[.]” See Ex. A at Document Request No. 5, Definition No. 15 (emphasis added).

18. Despite Mr. Stilton’s representations regarding a purported lack of written communications with the Mayor, Plaintiff located in a publicly available online news article that Shore News Network itself published on January 3, 2025, entitled “Toms River Mayor Slams Patch Reporter for Liberal Bias,” evidence of the Mayor engaging in a text message exchange with local media reporter Karen Wall of Patch. A true and accurate copy of this Shore News Network article, which Plaintiff included in its document production labeled P000886 through P000890, is annexed hereto as Exhibit E.

19. On April 17, 2025, the undersigned sent an e-mail (the “April 17th E-mail Response”) to Mr. Stilton acknowledging receipt of his April 9th E-mail but advising that this firm never received: (1) Mr. Stilton’s March 28th E-mail, as it was sent to “jnatale@greenbaumlaw.com,” rather than the undersigned’s correct e-mail address of “jnatale@greenbaumlaw.com”; or (2) Mr. Stilton’s March 31st E-mail, as it was sent only to Defendants’ counsel, Mr. Zhang. A true and accurate copy of the undersigned’s April 17, 2025, e-mail response is annexed hereto as Exhibit F.

20. Also in this April 17th E-mail Response, the undersigned explained that: (1) “[t]he Subpoena instructed that a personal appearance would only not be necessary if the documents requested were forwarded to our firm, as Plaintiff’s counsel, on March 31, 2025”; and (2) “[g]iven

that no documents were produced, Plaintiff w[ould] be proceeding with the subpoenaed deposition of Shore Media” and, “[i]n an effort to secure a mutually convenient date,” was requesting “a few dates throughout the next 2 to 3 weeks on which a representative of Shore Media [would] be available to appear for a deposition.” Id.

21. By correspondence dated April 18, 2025, which was sent to Shore Media via Federal Express, the undersigned advised that, immediately after sending the April 17th E-mail Response, the undersigned received an automated e-mail indicating that our message could not be delivered to Mr. Stilton’s e-mail address of “pstilton@shorenewsnetwork.com” because the mailbox was full. A true and accurate copy of this April 18, 2025, correspondence is annexed hereto as Exhibit G.

22. In this April 18, 2025, correspondence, the undersigned attached as exhibits both the April 17th E-mail Response as well as the automated e-mail message received after it was sent. Id.

23. In addition, the undersigned requested in the April 18, 2025, correspondence that, as requested in the April 17th E-mail Response, Shore Media “please provide [Plaintiff’s counsel] with a few dates throughout the next two to three weeks on which a representative of Shore Media [would] be available to appear for the subpoenaed deposition.” Id.

24. On April 21, 2025, the undersigned received a voicemail message from Mr. Stilton requesting that the undersigned call him back to discuss the Subpoena. In this voicemail message, Mr. Stilton stated, among other things, “I don’t have time to really come there and take a whole day on this, it’s kind of nonsense[.]”

25. After receiving this voicemail message, the undersigned, on April 24, 2025, called Mr. Stilton back and explained that, in the interest of convenience, Plaintiff’s counsel would be

willing to travel to Mr. Stilton to conduct the subpoenaed deposition and again requested that Mr. Stilton provide available dates for the same.

26. During this discussion, Mr. Stilton indicated that he would e-mail the undersigned back to provide available deposition dates.

27. Following this discussion, Mr. Stilton contacted the undersigned by e-mail correspondence dated April 24, 2025, to, among other things, request another copy of the Subpoena and share his belief that, because he allegedly “already provided the documents,” a deposition would be “outside the scope of [the Subpoena’s] original intent.” A true and accurate copy of Mr. Stilton’s April 24, 2025 e-mail correspondence is annexed hereto as Exhibit H.

28. By e-mail correspondence dated April 25, 2025, the undersigned, copying all counsel of record, replied to Mr. Stilton’s April 24, 2025, e-mail and indicated, among other things, that: (1) “Shore Media ha[d] not provided any documents in response to the Subpoena”; (2) “[a]ll that ha[d] been provided is e-mail correspondence from [Mr. Stilton] containing a written explanation as to why [he] believe[d] that no document production is necessary”; and (3) because Mr. Stilton failed to provide any deposition dates in his April 24, 2025, e-mail and instead alleged that a deposition was “outside the scope” of the Subpoena, Plaintiff’s counsel understood from all of this that Shore Media did not intend to comply with the Subpoena’s deposition command and would be filing a motion to enforce litigant’s rights. A true and accurate copy of the undersigned’s April 25, 2025 e-mail correspondence to Mr. Stilton is annexed hereto as Exhibit I.

29. By reply e-mail correspondence dated April 25, 2025, Mr. Stilton responded and indicated, among other things, that because he understood the Subpoena to ask for “[d]ocuments or [a] deposition,” he believed that Shore Media was “complying,” despite that Mr. Stilton again

failed in this reply e-mail to provide any available deposition dates. A true and accurate copy of Mr. Stilton's reply e-mail of April 25, 2025, is annexed hereto as Exhibit J.

30. To date, over thirty (30) days have elapsed since the March 31, 2025, return date in the Subpoena and Plaintiff has yet to receive from Shore Media: (1) physical copies of any of the subpoenaed records; (2) any dates on which Shore Media is available for the subpoenaed deposition; or (3) any signed Affidavit of Completeness relative to the Subpoena.

31. Rule 4:14-7 permits a party to subpoena a non-party witness for documents and for deposition testimony on notice. The Rule provides that the evidence sought, and the scope of examination, are the same as party discovery as permitted by Rule 4:10-2.

32. Pursuant to Rule 1:9-5, "[f]ailure without adequate excuse to obey a subpoena served upon any person may be deemed contempt of the court from which the subpoena issued." Id. In turn, Rule 1:10-3, entitled "Contempt of Court; Enforcement of Litigant's Rights," provides litigants with relief from acts or omissions which "constitute a contempt of court," which includes the failure to properly respond to a duly issued Subpoena. Id.

33. Plaintiff respectfully submits that, by virtue of Shore Media's failure to produce any subpoenaed records or appear for the subpoenaed deposition, the Court should, in accordance with Rule 1:10-3, grant Plaintiff's Motion to Enforce Litigant's Rights and Enforce Compliance with the Subpoena served on Shore Media.

34. Rule 1:10-3 provides for an award of attorneys' fees for failure to abide by a Subpoena. See also R. 4:23-1(c). As such, Plaintiff also seeks its costs and fees for having to bring this motion.

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

/s/ Joseph A. Natale
JOSEPH A. NATALE

Dated: May 7, 2025

Steven G. Mlenak, Esq. (ID # 025702011)
Steven Firkser, Esq. (ID # 029261983)
Judah Skoff, Esq. (ID # 03422007)
Joseph A. Natale, Esq. (ID # 275622018)
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75 Livingston Avenue
Roseland, New Jersey 07068
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Attorneys for Plaintiff,
Meridia Toms River 40 Urban Renewal LLC

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TOWNSHIP OF TOMS RIVER, DANIEL T.
RODRICK, Individually and in His Capacity
as Mayor of the Township of Toms River,
and JOHN DOES 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
OCEAN COUNTY: LAW DIVISION
DOCKET NO. OCN-L-2065-24 (CBLP)

Civil Action

**SUBPOENA *DUCES TECUM* AND *AD*
TESTIFICANDUM TO SHORE MEDIA &
MARKETING LTD LIABILITY CO.**

**TO: Shore Media & Marketing Ltd Liability Co.
c/o Republic Registered Agent LLC
155 Willowbrook Boulevard, Suite 110
Wayne, New Jersey 07470**

YOU ARE HEREBY COMMANDED to attend and give testimony on March 31, 2025,
at 10:00 am, via Zoom videoconference, before a person authorized by the laws of the State of
New Jersey to administer oaths, in the above-captioned matter.

YOU ARE FURTHER COMMANDED to bring with you and produce at the time and
place specified above the documents in your possession, custody or control that are responsive to
the categories listed in Schedule A attached hereto.

YOU ARE HEREBY ADVISED that, in accordance with Rule 4:14-7(c), the documents requested shall not be produced or released until the date specified for the taking of the deposition. If you are notified that a motion to quash the subpoena has been filed, you are not to produce or release the subpoenaed documents until ordered to do so by the Court or until release is consented to by all parties in this action.

PLEASE TAKE NOTICE that a personal appearance will not be necessary if you advise the attorneys for the plaintiff in writing prior to March 31, 2025, that the documents requested in this subpoena will be forwarded to said attorneys on March 31, 2025. This subpoena is for the production of records only. If records are furnished, there is no need to appear personally on the date set forth above.

PLEASE TAKE FURTHER NOTICE that failure to comply with this subpoena will subject you to such penalties as are provided by law.

/s/ Michelle M. Smith
MICHELLE M. SMITH
Clerk of the Superior Court of New Jersey

GREENBAUM, ROWE, SMITH & DAVIS LLP
Attorneys for Plaintiff,
Meridia Toms River 40 Urban Renewal LLC

By: /s/ Joseph A. Natale
JOSEPH A. NATALE

Dated: March 17, 2025

SCHEDULE A**DEFINITIONS**

As used herein:

1. “Document” or “documents” means, without limitation, the original and all copies, prior drafts and translations of information in any written, typed, printed, recorded or graphic form, however produced or reproduced, of any type or description, regardless of origin or location, including without limitation all correspondence, e-mails, facsimile transmissions, records, tables, plans, proposals, charts, analyses, graphs, schedules, reports, memoranda, notes, lists, calendar and diary entries, letters (sent or received), telegrams, telexes, messages (including but not limited to reports of telephone conversations and conferences) electronically recorded communications, text messages, messages through any social media or other application, studies, books, periodicals, magazines, booklets, circulars, bulletins, instructions, papers, files, minutes, other communications (including but not limited to inter office and intra office communications), questionnaires, contracts, memoranda or agreements, assignments, licenses, ledgers, books of account, orders, invoices, statements, bills, checks, vouchers, notebooks, receipts, acknowledgments, data processing cards, computer disc, computer tape, other computer generated matter, microfiche, microfilm, photographs, motion pictures, video tapes, photographic negatives, phonograph records, tape recordings, wire recordings, other mechanical recordings, transcripts or logs of any such recordings, all other data compilations from which information can be obtained, or translated if necessary, and any other tangible things of a similar nature.
2. “Communication” means the transmission of information, however produced or reproduced, whether by Document as herein defined, or orally, and includes, but is not limited to, correspondence, e-mails, voicemails, internal or external memos, oral statements, telephone conversations, text messages, messages or posts on any social media applications, negotiations, conferences, or meetings, however formal or informal.
3. “Person” means any person and includes natural persons, corporations, proprietorships, partnerships, associations, joint ventures and other business enterprises or legal entities, including any officers, directors, employees, agents or representatives thereof.
4. “And,” “or,” and “and/or” shall be construed conjunctively or disjunctively as necessary to make the request inclusive rather than exclusive.
5. “Relating to” shall be construed in its broadest sense to require the production of documents that directly or indirectly pertain to, embody, mention, reflect, describe, constitute, refer or evidence the subject of these requests.
6. “Plaintiff” means Plaintiff Meridia Toms River 40 Urban Renewal LLC, and any members, officers, agents, employees (current or former), attorneys, affiliates, experts, owner’s

representatives, related entities, managers, directors, consultants, and anyone else acting on behalf of Plaintiff.

7. “Defendants” means Defendants Township of Toms River and Daniel T. Rodrick, collectively as well as individually.
8. “Township” means Defendant Township of Toms River and any current or former council members, members, officers, agents, employees, attorneys, accountants, professionals, affiliates, experts, related entities, managers, directors, consultants, and anyone else acting on behalf of the Township.
9. “Mayor” means Defendant Daniel T. Rodrick and any current or former members, officers, agents, employees, attorneys, affiliates, experts, related entities, managers, directors, consultants, and anyone else acting on behalf of the Mayor.
10. “Property” means the property in the Township of Toms River at 40 & 48 West Water Street and 511 Irons Street, formally designated as Block 569, Lots 3, 4, 5, 5.01, 10 and 11 on the tax map of the Township of Toms River.
11. “Project” means Plaintiff’s project to develop on the Property, pursuant to the Redevelopment Agreement, a mixed use development with a maximum of ten (10) stories providing approximately 242 market-rate units and 43 affordable units, a minimum of 16,000 square feet of retail and commercial components, and appropriate amenities and related project improvements.
12. “Redevelopment Plan” means the Redevelopment Plan for the Phase 1 Downtown Waterfront Redevelopment Area, which was adopted by the Township’s municipal council on December 26, 2017, and was further amended on July 13, 2021 and December 14, 2021.
13. “Redevelopment Agreement” means the redevelopment agreement that the Township entered into with Plaintiff on August 25, 2021, as amended on December 21, 2022, and July 12, 2023, copies of which are annexed as Exhibits A through C to the Complaint.
14. “Lawsuit” means the lawsuit filed in the Superior Court of New Jersey, Law Division, Ocean County, styled Meridia Toms River 40 Urban Renewal LLC v. Township of Toms River, Daniel T. Rodrick, Individually and in His Capacity as Mayor of the Township of Toms River, and bearing docket number OCN-L-2065-24.
15. “You” or “Your” means Shore Media & Marketing Ltd Liability Co., including any and all present and former officers, executives, partners, directors, trustees, employees, attorneys, agents, representatives, and all other persons acting or purporting to act on its behalf, and any of its parent corporations, subsidiaries, affiliates, divisions, predecessors and successors in interest.
16. “Relevant Period” means January 1, 2018, to the present.

INSTRUCTIONS

1. Refer to the Definitions contained in Schedule A.
2. You are to produce all responsive documents within your possession, custody or control or in the possession, custody and/or control of your employees, agents, attorneys and all other persons acting or purporting to act on your behalf.
3. You are to produce each document requested with an indication of the particular paragraph or subparagraph hereof to which the document is responsive.
4. You are to provide a brief description of the responsive documents, including:
 - a. the date of each such document;
 - b. the number of pages, attachments and appendices;
 - c. the names of its author(s), preparer(s) with an identification by employment and title of each such person;
 - d. the name of each person who was sent, shown, blind copied, or carbon copied the document, or had access to or custody of the document, together with an identification of each such person;
 - e. the present custodian; and
 - f. the subject matter of the document and in the case of any document relating to or referring to a meeting or conversation, the identification of such meeting or conversation.
5. Each request for a document or documents shall be deemed to call for the production of the original document or documents to the extent that they are in or subject to, directly or indirectly, your possession, custody and/or control of or any of your officers, directors, employees, agents or attorneys. In addition, each request should be considered as including all copies and preliminary drafts of documents which, as to content, differ in any respect from the original or final draft or from each other (e.g., by reason of handwritten notes or comments having been added to one copy of a document but not on the original or other copies thereto).
6. If any request for documents is deemed by you to call for the production of privileged or work product materials, and such privilege or work product is asserted, identify in writing each document so withheld and provide the following information:
 - a. the reason for withholding the document;
 - b. a statement for the basis for the claim of privilege, work product or other ground of nondisclosure;
 - c. a brief description of the document, including:
 - i. the date of the document;
 - ii. the number of pages, attachments and appendices;

- iii. the names of its author(s), or preparer(s) with an identification by employment and title of each such person;
 - iv. the name of each person who was sent, shown, blind copied, or carbon copied the document, or has access to or custody of the document, together with an identification of each such person;
 - v. the present custodian; and
 - vi. the subject matter of the document and in the case of any document relating or referring to a meeting or conversation, the identification of such meeting or conversation.
- 7. If any documents requested herein were formerly in your possession, custody or control, or have been lost or destroyed, state the following with respect to each and every document:
 - a. the type of each such document;
 - b. the subject matter and contents of each such document;
 - c. the author(s), or preparer(s) of the document, with an identification by employment and title of each such person;
 - d. each person to whom the original or a copy of the document was sent;
 - e. the date on which the document was prepared or transmitted; and
 - f. the date on which the document was lost or destroyed and, if destroyed, the condition of, and reason for such destruction and the person requesting and performing the destruction.
- 8. You are to produce all documents in the form and in the same order within each file in which they existed prior to production and that the file folders, boxes or other containers or bindings in which documents are found should also be produced in tact, including the titles, labels or other descriptions of each such folder, box or other binding or container. All electronic documents are to be produced in their native searchable electronic format.
- 9. This request shall be deemed continuing so as to require prompt, further and supplemental production (without further requests) if you locate or obtain possession, custody or control of additional responsive documents at any time prior to a hearing or a trial herein.
- 10. A request for a document shall be deemed to include a request for any and all transmittal sheets, cover letters, exhibits, enclosures, and attachments to the document or related communications, in addition to the document itself.

DOCUMENT REQUESTS

1. Copies of any and all invoices exchanged between you and the Township or the Mayor during the Relevant Period.
2. Copies of any and all contracts entered into between you and the Township or the Mayor during the Relevant Period.
3. Copies of any and all checks exchanged between you and the Township or the Mayor during the Relevant Period.
4. Copies of any and all receipts exchanged between you and the Township or the Mayor during the Relevant Period.
5. Copies of any and all communications (including, but not limited to, text messages, e-mails and correspondence) exchanged between you and the Township or the Mayor during the Relevant Period relating to Plaintiff, the Redevelopment Plan, the Redevelopment Agreement, the Project, the Property, or proposed or ongoing redevelopment in the Township.

Steven G. Mlenak, Esq. (ID # 025702011)
 Steven Firkser, Esq. (ID # 029261983)
 Judah Skoff, Esq. (ID # 03422007)
 Joseph A. Natale, Esq. (ID # 275622018)
GREENBAUM, ROWE, SMITH & DAVIS LLP
 75 Livingston Avenue
 Roseland, New Jersey 07068
 (732) 549-5600
 Attorneys for Plaintiff,
 Meridia Toms River 40 Urban Renewal LLC

MERIDIA TOMS RIVER 40 URBAN
 RENEWAL LLC,

Plaintiff,

v.

TOWNSHIP OF TOMS RIVER, DANIEL T.
 RODRICK, Individually and in His Capacity
 as Mayor of the Township of Toms River,
 and JOHN DOES 1-10,

Defendants.

SUPERIOR COURT OF NEW JERSEY
 OCEAN COUNTY: LAW DIVISION
 DOCKET NO. OCN-L-2065-24 (CBLP)

Civil Action

**CERTIFICATION OF AUTHENTICITY
 AND COMPLETENESS OF RECORDS**

I, the undersigned, being of full age, hereby certify that I have reviewed the Subpoena *Duces Tecum* and *Ad Testificandum* served on Shore Media & Marketing Ltd Liability Co. by the plaintiff in the above-captioned action (the “Subpoena”) and that I am authorized to respond to the same.

I further certify that the attached records are originals or exact copies of the records kept on file at the offices of Shore Media & Marketing Ltd Liability Co.

I further certify that I do not know of the existence of any other records responsive to the Subpoena and that if such records later become known, I shall promptly notify the plaintiff’s counsel.

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

(Signature)

(Printed Name and Title)

Dated: _____



Plaintiff
MERIDIA TOMS RIVER 40 URBAN RENEWAL LLC

Defendant
TOWNSHIP OF TOMS RIVER, ET AL

Person to be served: SHORE MEDIA & MARKETING LTD
LIABILITY CO. C/O REPUBLIC REGISTERED AGENT LLC, REGISTERED

AGENT
Address:
155 WILLOWBROOK BOULVARD
SUITE 110
WAYNE NJ 07470

Attorney:
GREENBAUM ROWE SMITH & DAVIS
75 LIVINGSTON AVENUE 3RD FLOOR.
ROSELAND NJ 07068

Papers Served:
COVER LETTER SUBPOENA DUCES TECUM AND AD TESTIFICANDUM

SUPERIOR COURT OF NEW
JERSEY
LAW DIVISION:
OCEAN COUNTY

DOCKET NO. OCN-L-002065-24

AFFIDAVIT OF SERVICE
(for use by Private Service)

Cost of Service pursuant to R4:4-30

\$ _____

Service Data:

Served Successfully X Not Served _____ Date: 3-20-25 Time: 10:45 AM Attempts: _____

_____ Delivered a copy to him/her personally

Name of Person Served and relationship/title

_____ Left a copy with a competent household
member over 14 years of age residing therein at place of abode.

LAUREN C. (Last name Refused)

X Left a copy with a person authorized to accept
service, e.g. managing agent, registered agent, etc.

PERSON IN CHARGE AT THE
OFFICE OF THE REGISTERED
AGENT OF THE CORPORATION

Description of Person Accepting Service:

Age: 50 Height: 5'5" Weight: 135 Hair: BROWN Sex: FEMALE Race: WHITE

Non-Served:

- () Defendant is unknown at the address furnished by the attorney
() All reasonable inquiries suggest defendant moved to an undetermined address
() No such street in municipality
() No response on: _____ Date _____ Time _____
_____ Date _____ Time _____
_____ Date _____ Time _____

() Other: _____ Comments or Remarks _____

Subscribed and Sworn to me this

20th day of March 2025

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

Patricia Knapp

Michael Gialanella 3-20-25

Notary Signature

Signature of Process Server

Date



DGR LEGAL, INC.
1359 Littleton Road, Morris Plains, NJ 07950-3000
(973) 403-1700 Fax (973) 403-9222

Work Order No. 767129

File No. OCN-L-002065-24



Joseph A. Natale
Associate
75 Livingston Avenue
Suite 301
Roseland, NJ 07068
P: (973) 577-1782
F: (973) 577-1783
jnatale@greenbaumlaw.com

April 7, 2025

VIA FEDERAL EXPRESS

Shore Media & Marketing Ltd Liability Co.
c/o Phil Stilton, Member
6 Kennedy Court
Jackson, New Jersey 08527

RE: *Meridia Toms River 40 Urban Renewal LLC v. Twp. of Toms River, et al.*
Docket No. OCN-L-2065-24 (CBLP)

Dear Sir/Madam:

This firm is counsel to plaintiff Meridia Toms River 40 Urban Renewal LLC ("Plaintiff") in the above-captioned action.

On March 17, 2025, Plaintiff directed a Subpoena *Duces Tecum* and *Ad Testificandum* ("Subpoena") to Shore Media & Marketing Ltd Liability Co. ("Shore Media"), requiring the production of documents on March 31, 2025. A copy of the Subpoena is attached as Exhibit A. The Subpoena was served on Shore Media, courtesy of its Registered Agent, on March 20, 2025. A copy of the Affidavit of Service is attached as Exhibit B.

No party filed a motion to quash or otherwise limit the Subpoena. Notwithstanding, Shore Media failed to comply with the Subpoena or produce any documents on its return date of March 31, 2025. Accordingly, Shore Media's response to the Subpoena is now overdue. If Shore Media does not comply with the Subpoena by or before Friday, April 11, 2025, Plaintiff will seek to compel compliance through the Court without further notice.

The subpoenaed documents may be produced by sending them via e-mail to jnatale@greenbaumlaw.com. If you are represented by counsel, please forward them a copy of this letter and have them contact the undersigned.

Thank you for your anticipated compliance.

Very truly yours,

/s/ Joseph A. Natale

Joseph A. Natale

Encl.

cc via e-mail: Allan C. Zhang, Esq. (azhang@njrcmlaw.com)

Joseph A. Natale

From: pstilton@shorenewsnetwork.com
Sent: Wednesday, April 9, 2025 3:18 PM
To: azhang@njrcmlaw.com
Cc: Joseph A. Natale; Ellen Amon
Subject: RE: Subpoena

***** External Email Message *****

I am in receipt of your second request, which is dishonest and disingenuous as I did respond to your subpoena as instructed.

There are no documents on file on my end as you requested.

This is our THIRD response.

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Subject: FW: Subpoena

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Subject: Subpoena

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I worked for the township from 1/1/2024 – 2/28/2024. We do have a

media/consulting contract with the township that started in June of that year.

Per your document request:

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2. The contract is also on file with Toms River. (see below)
3. I do not make or keep 'copies' of checks. I can assume they are also on file with the township of Toms River. It is not our policy to photocopy and retain checks. However the township payments to Shore Media and Marketing are clearly identified in the public record bills and claims during each council meeting. Those files should be on public record with the township.
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 - I refer you to N.J.S.A. 2A:84A-21.3, N.J.S.A. 2A:84A-21, N.J.S.A.2A:84A-21a , 2A:84A-21.1 for any request prior to 1/1/2024. However, no such documents exist.
 - While no such documents exist regarding emails, text messages, exchanges between myself and the township during the entire period requested, if such documents did exist, not revealing sources, contacts, etc, during our newsgathering activities is our right protected under state law. I can affirm however that none exist.

- For the period of 1-1-2-2024 through 2-28-2024 and 6/1/2024 to present:
 - There are no emails, text messages, or correspondence between myself and mayor Dan Rodrick or any other township officials on the subject of:
 - Redevelopment Plan
 - Redevelopment Agreement
 - No documents related to the plaintiff.
 - No documents related to the property.
 - No documents related to the ‘ongoing development’ in Toms River.
 - For the period of 1-1-2024 and 2-28-24, I was an employee of the Township of Toms River and did not retain any correspondence, documents, devices, etc obtained during that employment period. All devices and accounts were returned to the township upon departure.
 - For a complete record, you can freely search all published comments on www.shorenewsnetwork.com for any comments provided to us by the township, mayor etc, regarding our news articles. Those documents are freely available to the public.
 - Simply go to www.shorenewsnetwork.com and click on ‘search’. That is our complete repository of documents related to this matter. It is a free and available public resource. Please provide this as adequate for fulfilling this request. Those publicly accessible web server files serve as the only documents we retain regarding this matter.

Please note that we had a hard drive failure on one our servers that

held all of our contracts/invoices/billing system that required a complete rebuild. That is why I am unable to provide the other documents which DO exist, but they do not exist on our servers. They should all be available through the township (invoices/contracts/checks).

Please also note, I do not use zoom, I do not use microphones and cameras on any of our computers that are connected to the internet for security/privacy concerns. Due to the inherent security risks with both, it is my policy to not utilize video sharing/conferencing apps.

Sincerely,
Phil Stilton

Toms River Mayor Slams Patch Reporter for Liberal Bias



Karen Wall - Patch - Facebook

TOMS RIVER, NJ – In a recent press release, Mayor Rodrick took aim at Patch reporter Karen Wall, condemning what he described as her persistent liberal bias and irresponsible reporting regarding the township and its leadership. The mayor expressed his frustration over Wall's tendency to write stories that cast the township in a negative light while failing to provide fair coverage of important events and developments.

"Karen Wall's reporting consistently shows a disregard for the facts and a clear bias against me and other Republicans," Mayor Rodrick stated. He pointed out instances where Wall has failed to reach out for comments from him or the township prior to publishing her stories. When comments are included, he noted, they often appear buried at the end of her articles, effectively minimizing any contribution from the mayor's office.

One of the key criticisms from the mayor revolves around Wall's coverage of legal issues involving the township. Notably, she reports on lawsuits against the township but fails to mention critical details.

"Karen rarely includes statements from the Township's council, and when these suits are thrown out of court, Ms. Wall never writes a follow-up article," Rodrick said.

One of the lawsuits, Rodrick noted, challenges the repeal of the downtown redevelopment plan and is spearheaded by the Meridia group, the developer of the now-canceled twin tower project.

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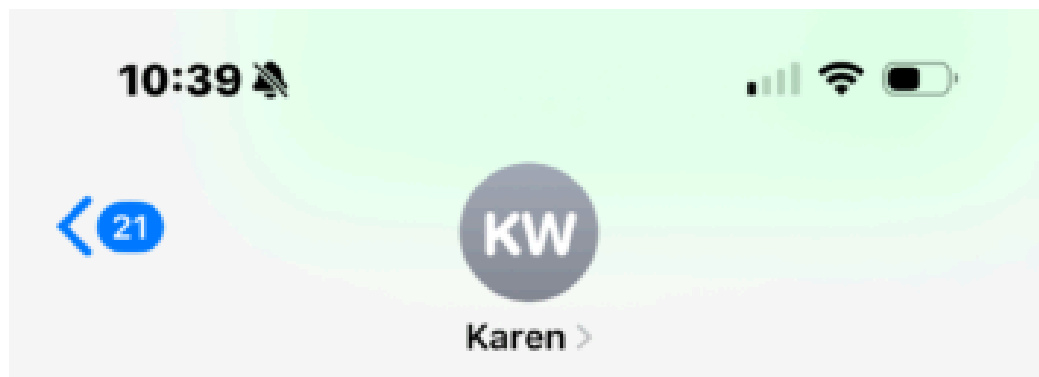
Energy Bill Program

[Learn More](#)

Mayor Rodrick insisted that Wall neglected to include vital context regarding the frivolous nature of the lawsuit, which the township attorney claimed had no basis in state law.

"Despite the lawsuit's lack of merit, my comments explaining the issue were omitted from her initial report," Mayor Rodrick remarked. "When I reached out to her, she admitted to not including my insights but added a brief statement only after I protested. However, that statement didn't clarify the reasons behind our belief that the suit was frivolous."

A text message exchange between Wall and Mayor Rodrick can be read below.



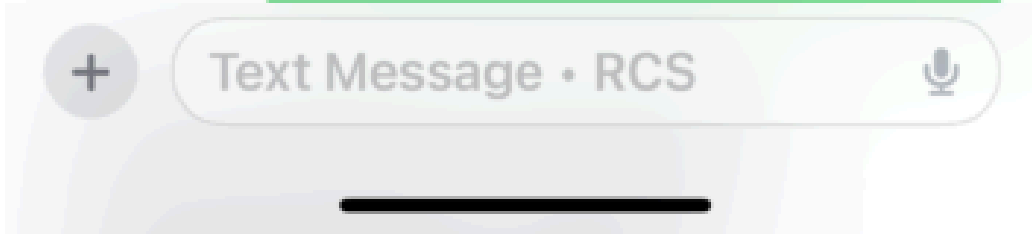
Although I'm accustomed to it already, I'm wondering why you didn't include any of what I said at the meeting as to why this is frivolous?

Text Message • RCS

i just have to add it.

So you're saying you published a story, knowing that you were not including the Township's position? Karen, I'm sorry to say I'm going to reach out to your supervisor, editor and folks at corporate headquarters. Your coverage continues to be very irresponsible and while I have no proof as to the motivating factors, it's really irrelevant at this point. Anyone who reviews

your stories will see that.



The mayor also highlighted the broader implications of Wall's coverage, pointing to her connections with the political opposition. "It's worth noting that Patch has taken campaign advertising money from my adversaries, including former Mayor Mo Hill. This relationship raises serious questions about her credibility and objectivity."

"Reporting should provide a comprehensive view of the story, not just pieces that serve a particular agenda," Rodrick stated. "It's crucial for journalists to present the facts responsibly and without bias to ensure the community is accurately informed."

As tensions rise between local government and media coverage, Mayor Rodrick reaffirmed his commitment to transparency and accountability, urging reporters like Wall to engage in more balanced and fact-based journalism.

Joseph A. Natale

From: Joseph A. Natale
Sent: Thursday, April 17, 2025 5:21 PM
To: pstilton@shorenewsnetwork.com
Cc: Steven Mlenak; Judah Skoff; AZHANG@NJRCMLAW.COM
Subject: RE: Subpoena - Meridia Toms River 40 Urban Renewal LLC v. Twp. of Toms River, et al., No. OCN-L-2065-24 (CBLP)
Attachments: 2025.03.17 Corr. to Shore Media encl. Subpoena(9684926.1).pdf

Dear Mr. Stilton:

This firm is counsel to Plaintiff Meridia Toms River 40 Urban Renewal LLC ("Plaintiff") in the above-captioned matter.

We are in receipt of your below e-mail dated April 9, 2025.

As an initial matter, we never received your below e-mail dated March 28, 2025, which contains a misspelling in the recipient e-mail address. That e-mail was sent to "jnatale@greenbaumlaw.com". My e-mail address is "jnatale@greenbaumlaw.com". We also never received your below e-mail dated March 31, 2025, which appears to have only been sent to Mr. Zhang.

I am re-attaching the Subpoena *Duces Tecum* and *Ad Testificandum* (the "Subpoena") that Plaintiff directed to Shore Media & Marketing Ltd Liability Co. ("Shore Media") on March 17, 2025. As you will note, the Subpoena, in addition to requesting documents, commanded that Shore Media appear and give deposition testimony on March 31, 2025. The Subpoena instructed that a personal appearance would only not be necessary if the documents requested were forwarded to our firm, as Plaintiff's counsel, on March 31, 2025.

Given that no documents were produced, Plaintiff will be proceeding with the subpoenaed deposition of Shore Media. In an effort to secure a mutually convenient date, please provide us with a few dates throughout the next 2 to 3 weeks on which a representative of Shore Media will be available to appear for a deposition. If Shore Media is represented by counsel, please forward them a copy of this e-mail and have them contact us.

Thank you for your anticipated cooperation and attention to this matter.

Very truly yours,

Joseph A. Natale | Associate, Litigation Department

Greenbaum, Rowe, Smith & Davis LLP
75 Livingston Avenue | Roseland, NJ | 07068
T: 973.577.1782 | F: 973.577.1783
[vCard](#) | [Bio](#) | [LinkedIn](#)



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is our right protected under state law. I can affirm however that none exist.

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 - For a complete record, you can freely search all published comments on www.shorenewsnetwork.com for any comments provided to us by the township, mayor etc, regarding our news articles. Those documents are freely available to the public.
 - Simply go to www.shorenewsnetwork.com and click on 'search'. That is our complete repository of documents related to this matter. It is a free and available public resource. Please provide this as adequate for fulfilling this request. Those publicly accessible web server files serve as the only documents we retain regarding this matter.

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Sincerely,
Phil Stilton



Joseph A. Natale
Associate
75 Livingston Avenue
Suite 301
Roseland, NJ 07068
P: (973) 577-1782
F: (973) 577-1783
jnatale@greenbaumlaw.com

April 18, 2025

VIA FEDERAL EXPRESS

Shore Media & Marketing Ltd Liability Co.
c/o Phil Stilton, Member
6 Kennedy Court
Jackson, New Jersey 08527

RE: *Meridia Toms River 40 Urban Renewal LLC v. Twp. of Toms River, et al.*
Docket No. OCN-L-2065-24 (CBLP)

Dear Mr. Stilton:

This firm is counsel to plaintiff Meridia Toms River 40 Urban Renewal LLC (“Plaintiff”) in the above-captioned action.

By e-mail correspondence dated April 17, 2025, we acknowledged receipt of your e-mail dated April 9, 2025, sent in response to the Subpoena *Duces Tecum* and *Ad Testificandum* (“Subpoena”) that Plaintiff directed to Shore Media & Marketing Ltd Liability Co. (“Shore Media”) on March 17, 2025. A copy of our April 17, 2025, e-mail is attached as Exhibit A. Immediately after sending our e-mail, we received an automated e-mail indicating that our message could not be delivered to your e-mail address of “pstilton@shorenewsnetwork.com” because the mailbox was full. A copy of this e-mail response is attached as Exhibit B.

To ensure your receipt of our April 17, 2025, e-mail correspondence, we have attached it as Exhibit A to this correspondence. As requested in our e-mail, please provide us with a few dates throughout the next two to three weeks on which a representative of Shore Media will be available to appear for the subpoenaed deposition.

If Shore Media is represented by counsel, please forward them a copy of this correspondence and have them contact the undersigned.

Thank you for your anticipated compliance.

Very truly yours,

/s/ Joseph A. Natale

Joseph A. Natale

Encl.

cc via e-mail: Allan C. Zhang, Esq. (azhang@njrcmlaw.com)

EXHIBIT A

Joseph A. Natale

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 - For the period of 1-1-2024 and 2-28-24, I was an employee of the Township of Toms River and did not retain any correspondence, documents, devices, etc obtained during that employment period. All devices and accounts were returned to the township upon departure.
 - For a complete record, you can freely search all published comments on www.shorenewsnetwork.com for any comments provided to us by the township, mayor etc, regarding our news articles. Those documents are freely available to the public.
 - Simply go to www.shorenewsnetwork.com and click on 'search'. That is our complete repository of documents related to this matter. It is a free and available public resource. Please provide this as adequate for fulfilling this request. Those publicly accessible web server files serve as the only documents we retain regarding this matter.

Please note that we had a hard drive failure on one of our servers that held all of our contracts/invoices/billing system that required a complete rebuild. That is why I am unable to provide the other documents which DO exist, but they do not exist on our servers. They should all be available through the township (invoices/contracts/checks).

Please also note, I do not use zoom, I do not use microphones and cameras on any of our computers that are connected to the internet for security/privacy concerns. Due to the inherent security risks with both, it is my policy to not utilize video sharing/conferencing apps.

Sincerely,
Phil Stilton

EXHIBIT B

Joseph A. Natale

From: Mail Delivery System <MAILER-DAEMON@mx.netsol.xion.oxcs.net>
To: pstilton@shorenewsnetwork.com
Sent: Thursday, April 17, 2025 5:22 PM
Subject: Undeliverable: Subpoena - Meridia Toms River 40 Urban Renewal LLC v. Twp. of Toms River, et al., No. OCN-L-2065-24 (CBLP)

*** External Email Message ***

This is the mail system at host mx.netsol.xion.oxcs.net.

I'm sorry to have to inform you that your message could not be delivered to one or more recipients. It's attached below.

For further assistance, please send mail to postmaster.

If you do so, please include this problem report. You can delete your own text from the attached returned message.

The mail system

<pstilton@shorenewsnetwork.com>: host 127.0.0.2[127.0.0.2] said: 552 5.2.2
<pstilton@shorenewsnetwork.com> Quota exceeded (mailbox for user is full)
(in reply to end of DATA command)

Joseph A. Natale

From: pstilton@shorenewsnetwork.com
Sent: Thursday, April 24, 2025 12:21 PM
To: Joseph A. Natale
Subject: Subpoena

***** External Email Message *****

Mr. Natale,

Thanks for calling today. Can you please resend me a copy of that subpoena via mail. You mentioned “Shore News Network” several times today and I had been under the impression previously that it was for me personally. Like all documents here, once we respond (which we did), it is tossed.

I believe the subpoena asked for the documents (which were provided) OR a deposition. At minimum, please send me your affidavit so I can sign and return ‘formally’ since it appears my email response to you was not sufficient in your opinion. I have already provided the documents but now you are asking for a deposition, which is outside the scope of this subpoena’s original intent.

I will sign and return as soon as possible.

Sincerely,
Phil Stilton
Owner/Shore News Network

Joseph A. Natale

From: Joseph A. Natale
Sent: Friday, April 25, 2025 4:17 PM
To: pstilton@shorenewsnetwork.com
Cc: Steven Mlenak; Judah Skoff; AZHANG@NJRCMLAW.COM
Subject: RE: Subpoena
Attachments: 2025.03.17 Corr. to Shore Media encl. Subpoena.pdf

Dear Mr. Stilton:

I am copying all counsel of record and re-attaching the Subpoena *Duces Tecum* and *Ad Testificandum* (the "Subpoena"). As you will note, the Subpoena was directed to Shore Media & Marketing Ltd Liability Co. ("Shore Media").

Initially, Shore Media has not provided any documents in response to the Subpoena. All that has been provided is e-mail correspondence from you containing a written explanation as to why you believe that no document production is necessary.

When we spoke yesterday morning, you indicated that you would e-mail us back to provide available dates for the subpoenaed deposition. We understand from your below e-mail of yesterday afternoon, in which you failed to provide the promised deposition dates and contended that a deposition is allegedly "outside the scope" of the Subpoena, that Shore Media does not intend to comply with the Subpoena's deposition command.

This being so, we are left with no choice but to pursue judicial enforcement of the Subpoena by filing a motion to enforce litigant's rights.

Thank you,

Joseph A. Natale | Associate, Litigation Department

Greenbaum, Rowe, Smith & Davis LLP
 75 Livingston Avenue | Roseland, NJ | 07068
 T: 973.577.1782 | F: 973.577.1783
[vCard](#) | [Bio](#) | [LinkedIn](#)

Greenbaum Rowe
 Smith & Davis LLP
 COUNSELORS AT LAW
greenbaumlaw.com   

From: pstilton@shorenewsnetwork.com <pstilton@shorenewsnetwork.com>
Sent: Thursday, April 24, 2025 12:21 PM
To: Joseph A. Natale <jnatale@greenbaumlaw.com>
Subject: Subpoena

***** External Email Message *****

Mr. Natale,

Thanks for calling today. Can you please resend me a copy of that subpoena via mail. You mentioned “Shore News Network” several times today and I had been under the impression previously that it was for me personally. Like all documents here, once we respond (which we did), it is tossed.

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I will sign and return as soon as possible.

Sincerely,

Phil Stilton

Owner/Shore News Network

Joseph A. Natale

From: pstilton@shorenewsnetwork.com
Sent: Friday, April 25, 2025 7:43 PM
To: Joseph A. Natale
Cc: Steven Mlenak; Judah Skoff; azhang@njrcmlaw.com
Subject: RE: Subpoena

***** External Email Message *****

You have been provided all of the documents we have. In cases where there are no documents, I have directed you to the source. Checks/Emails/Contracts are ALL on file with the township of Toms River.

As I pointed out, we had a drive crash earlier this year. But again, those documents are not gone forever as I'm sure the township has copies.

Your subpoena is clear. Documents or deposition.

Please do not email me. Please use mail service/fed ex for all future correspondence.

I will be responding to your subpoena in writing with the attached affidavit as originally requested. I am complying, you are not operating within the intent of the original subpoena.

