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Attorneys for Plaintiff Shaun Kennedy

4-24-18

<p>SHAUN KENNEDY,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">- v -</p> <p>WEINBERGER DIVORCE AND FAMILY LAW GROUP, LLC, ERIN BRUECHE, CAREY KENNEDY, JOHN DOE, and BARBARA DOE</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: MORRIS COUNTY</p> <p>DOCKET NO.:</p> <p>CIVIL ACTION</p> <p>COMPLAINT AND JURY DEMAND</p>
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Plaintiff Shaun Kennedy, by and through his undersigned attorneys, by way of
 Complaint against the below named defendants, alleges as follows:

THE PARTIES

1. Plaintiff Shaun Kennedy ("Plaintiff" or "Shaun") is a natural person who resides in Caldwell, New Jersey.
2. Upon information and belief, defendant Weinberger Divorce and Family Law Group, LLC (the "Weinberger Law Group" or "Weinberger") is a limited liability company organized under the laws of New Jersey whose business includes, *inter alia*, the practice of law.
3. Upon information and belief, defendant Erin Brueche ("Brueche") is an attorney licensed to practice law in New Jersey and is affiliated with the Weinberger Law Group.

4. Defendant Carey Kennedy ("Carey") is a natural person who is the ex-wife of Shaun and resides in this State.

ALLEGATIONS COMMON TO ALL COUNTS

5. Upon information and belief, defendant Gregory D.R. Behringer ("Behringer") is an attorney licensed to practice law in New Jersey and is affiliated with the Laufer Firm.

6. Upon information and belief, defendant Laufer, Dalena, Cadicina, Jensen & Bradley, LLC (the "Laufer Firm" or "Laufer") is a limited liability company organized under the laws of New Jersey whose business includes, *inter alia*, the practice of law.

7. Shaun and Carey married in June of 2008. Their marriage ended by a Final Judgment of Divorce dated December 11, 2017 in a matrimonial matter captioned, *Kennedy v. Kennedy*, FM-07-144-16 (the "Matrimonial Action").

8. Starting in or about November 2015, Shaun retained the Weinberger Law Group to represent him in connection with the Matrimonial Action and ancillary matters as set forth below. In connection therewith, Brueche was the Weinberger attorney that handled a major part of the representation.

9. Carey retained the Laufer Firm to represent her in the Matrimonial Action. In connection therewith, Behringer was the Laufer attorney that handled the majority if not the entirety of the representation on her behalf.

The Domestic Violence Proceeding And Subsequent False Arrest

10. During the course of the Matrimonial Action, Brueche advised Shaun that the outcome of the Domestic Violence proceedings would be potentially more beneficial to him if he had obtained photographic evidence that Carey was using drugs and/or being unfaithful.

11. Upon Brueche's advice, Shaun caused another individual to go to Carey's residence who took photographs of an individual believed to be Carey's paramour entering the residence.

12. Based on the foregoing, Carey brought a domestic violence complaint against Shaun accusing Shaun of stalking.

13. In or about February 2016, a hearing was held before the Honorable Craig R. Harris, J.S.C. (the "Domestic Violence Hearing").

14. Ultimately, Shaun was found guilty of the lesser offense of harassment, which resulted in the imposition of a restraining order that severely limited his civil and human rights.

15. Upon the advice of Brueche, Shaun did not testify at the Domestic Violence as per advice of counsel, and subsequently she failed to follow up on open matters on or about November 1, 2017 and subsequent to October 27, 2017 and thereafter, which required counseling to the client at that time and attention to her conflict of interest and that of the Weinberger Law Group regarding the best interests of the plaintiff.

16. In or about September of 2017, Shaun came into contact coincidentally with Carey while Carey was with the children while attending a public afternoon fair on Bloomfield Avenue, Caldwell, NJ when the children saw their father.

17. Carey Kennedy wrongfully and willfully caused a complaint to be issued alleging violations of the restraining order of February 2016 then in effect which restraints were non-existent.

18. Upon information and belief, Carey initially went to several police departments and was informed that there was no bases to file a complaint or seek arrest.

19. Upon information and belief, and notwithstanding Carey thereafter persisted and went to a third police department and misrepresented the substance of the content of the restraining order. Based on the foregoing, on or about October 1, 2017, Shaun was arrested and incarcerated in the Essex County Correctional Facility located in Newark, New Jersey and very strict temporary restraints were then wrongfully placed upon him until a hearing could be scheduled pursuant to the not guilty plea of Shaun Kennedy and he was released on bail pending a hearing.

20. Subsequently, the matter was referred to the Essex County Prosecutors Office (the "Prosecutors Office") for processing, which office reviewed the complaint that was caused to be submitted by Carey and the Prosecutor recognized the misrepresentation of Carey. Upon that review, the Prosecutors Office made a motion, without any need for a hearing or taking of any testimony, to dismiss Carey's defective complaint.

21. On or about November 17, 2017, the Honorable Thomas A. Callahan, Jr., J.S.C. received the matter and dismissed Carey's complaint based upon "the entire facts" and findings as represented by the Prosecutor to the Court.

22. Accordingly, as a matter of law and fact, Shaun was completely exonerated of any wrongdoing that was set forth as alleged in Carey's complaint and all previous rights denied to Shaun resulting from the wrongful arrest which were then restored immediately.

The Unlawful Access and Dissemination of Shaun's Confidential Information

23. On or about September 12, 2017, and in connection with the Matrimonial Action, Brueche sent an email to Mr. Behringer of the Laufer Law Firm, the adversary's attorney regarding a routine scheduling matter (the "September Email"). This e-mail and that

which was forwarded by Behringer and Carey Kennedy contained in the following form of the following notification:

“*IMPORTANT NOTICE*****

This e-mail, plus any attachment, is intended only for the exclusive use of the person to whom it is addressed. The information contained herein is confidential, privileged and exempt from disclosure under applicable law. If the reader of this e-mail is neither the intended recipient nor an agent responsible for delivering the message to the intended recipient, be advised that any use, copying, dissemination, or distribution hereof is strictly prohibited. If this communication was received in error, please immediately notify the sender by telephone or e-mail and delete all copies of this e-mail and any attachments.”

24. Brueche negligently and without due care included in the September 12, 2017 Email a link (password) to Behringer with related information that allowed any recipient of the email to access and receive all the confidential electronic files that were stored in the Weinberger Law Group’s confidential files pertaining to their representation of Shaun.

25. Upon information and belief, those files were subject to the attorney-client privilege and were otherwise of a highly confidential and personal nature. Upon information and belief, the September Email nevertheless contained automatically generated language that informed the recipient that if anything was sent to recipient in error to notify the sender and to return, destroy and/or otherwise not access any information or materials that were not intended for the recipient.

26. Upon information based upon documentary evidence, Behringer, upon receiving the September Email, forwarded the same directly to his client, Carey. In so doing, Behringer disregarded the disclaimer in the September Email notice set forth above in paragraph 23 that any information contained therein not intended for the recipient should be returned or destroyed "immediately".

27. Unknown to plaintiff, and Weinberger Firm and Brueche until October 26, 2017, Carey Kennedy invaded the Weinberger files, extracted and disseminated the contents of the Weinberger Law Group confidential, attorney-client privileged files.

28. On October 26, 2017, Brueche first came to realize that the September Email allowed any recipient to access confidential and personal information contained in Shaun's file as a result of her negligent conduct. Upon information and belief, Brueche also learned that the September Email had been forwarded to Carey on September 12, 2017 and that Carey had access to the confidential and personal information contained therein. Nevertheless, Brueche failed to comply with her ethical obligations as an attorney as did the principal management attorney at the Weinberger Law Firm, and did not promptly advise Shaun that third parties, including but not limited to, Behringer and Carey, were in possession of privileged, confidential and personal information that belonged to him and had gotten into the hands of Carey Kennedy wrongfully. In addition, Brueche, while representing Shaun Kennedy, did not seek any relief from the Court that would have mitigated the effect of Brueche's negligence and possession and access by Carey regarding the further dissemination by Carey Kennedy, including, but not limited to a protective order that would have required that Behringer and Carey return, destroy and not make use of any the materials obtained via the September Email, and did not counsel with plaintiff or obtain the disseminated material.

29. As indicated above, Behringer (or another individual acting on behalf of the Laufer Firm) forwarded the September Email to Carey notwithstanding the notice contained therein that the sender should be notified if any materials that were sent in error. Thereafter, Carey was able to and, in fact, did access the information and materials contained in Shaun's files with the Weinberger Law Group. Indeed, Carey did so by utilizing computers belonging to the Board of Education of the Township of Wayne and accessed Shaun's confidential files at least and not less than 570 separate times.

30. The notice in the Brueche e-mail provided as follows:

*****IMPORTANT NOTICE*****

This e-mail, plus any attachment, is intended only for the exclusive use of the person to whom it is addressed. The information contained herein is confidential, privileged and exempt from disclosure under applicable law. If the reader of this e-mail is neither the intended recipient nor an agent responsible for delivering the message to the intended recipient, be advised that any use, copying, dissemination, or distribution hereof is strictly prohibited. If this communication was received in error, please immediately notify the sender by telephone or e-mail and delete all copies of this e-mail and any attachments.

31. By virtue of the notices contained in the September Email as well as common sense, Carey knew or should have known that it was illegal for her to access Shaun's electronic attorney-client confidential files. Indeed, Carey's actions constituted a criminal offense pursuant to *N.J.S.A.* § 2C:20-25 (Computer Criminal Activity and other Federal civil and criminal statutes). Upon information and belief, Carey then made use of the information she illegally accessed in an attempt to embarrass and humiliate Shaun and to prevent his rights

of communication and visitation with his children and compromise his confidential attorney right to fair representation and disseminated the wrongfully obtained information.

COUNT I
**(Legal Malpractice Against Weinberger Law Group And Brueche Based On
Dissemination of Confidential Information)**

32. Plaintiff repeats and re-alleges all of the foregoing allegations as if fully set forth herein.

33. At all relevant times, Brueche was and is duly licensed to practice law in the State of New Jersey.

34. At all relevant times, Brueche was under the employ and otherwise acting under the auspices of the Weinberger Law Group and its managing partner.

35. At all relevant times, Brueche and the Weinberger Law Group, on the one hand, and Plaintiff, on the other, had an attorney-client relationship which was memorialized, by among other things, a binding written retainer agreement by which they obtained fees in excess of \$160,000.

36. As attorneys for Plaintiff, Brueche and the Weinberger Law Group had a professional and ethical obligation to exercise reasonable care to act in the representation of Plaintiff's interests, including a duty to safeguard confidential information belonging to Plaintiff as set forth in Rule 1.6(a) and (f) of the New Jersey Rules of Professional Conduct and to help him fully and adequately and to follow-up on other circumstances as well as to perform other legal services.

37. Brueche and the Weinberger Law Group breached their duties to Plaintiff by causing known sensitive confidential information belonging to Plaintiff to be transmitted to third-parties by virtue of, among other things, sending the September Email to Behringer who,

in turn, sent that email to Carey who subsequently made excessive invasions and transmissions of the confidential documents which could not have been exposed otherwise.

38. Brueche and the Weinberger Law Group continued to breach their professional duties to Plaintiff by not informing Plaintiff that his confidential information had been compromised and by otherwise failing to take necessary action to timely prevent further dissemination of Plaintiff's confidential information and thereby not revealing their improper conduct.

39. By virtue of the foregoing, Plaintiff has suffered damages in an amount to be determined at trial.

WHEREFORE, plaintiff Shaun Kennedy demands damages against defendants Erin Brueche and the Weinberger Law Group in an amount to be determined at trial and return of previously paid counsel fees, together with punitive damages, cost of suit, attorneys' fees and such other and further relief as the Court may deem just, equitable and proper.

COUNT II

(Breach of Fiduciary Duty Against Brueche And Weinberger Law Firm Arising Out Of Dissemination of Confidential Information)

40. Plaintiff repeats and re-alleges all of the foregoing allegations as if fully set forth herein.

41. By virtue of the attorney-client relationship between Brueche and the Weinberger Law Group, on the one hand, and Plaintiff, on the other, Brueche and the Weinberger Law Group each had a fiduciary duty owed to Plaintiff as part of the attorney client relationship to protect the legal, civil and human rights to the client.

42. Among other things, that fiduciary duty included an obligation to use reasonable care in maintaining the confidentiality of documents, information and other materials contained in Plaintiff's files, whether in paper or electronic form and to timely

advise plaintiff of their mistakes, conflicts of interest to him and undertake appropriate timely actions.

43. Brueche and the Weinberger Law Group breached that duty by causing the means to access Plaintiff's electronic files to be transmitted to unauthorized third-parties, who include, but are not limited to, Behringer and Carey and consequently to third parties.

44. As a result of Brueche's and the Weinberger Law Group's breach of their fiduciary duties, Plaintiff has suffered damages in an amount to be determined at trial.

WHEREFORE, plaintiff Shaun Kennedy demands consequential damages against defendants Erin Brueche and the Weinberger Law Group in an amount to be determined at trial, plus return of counsel fees together with interest, punitive damages, cost of suit, attorneys' fees and such other and further relief as the Court may deem just, equitable and proper.

COUNT III

(Legal Malpractice Against Brueche And Weinberger Law Group Arising Out Of Domestic Violence Proceeding)

45. Plaintiff repeats and re-alleges all of the foregoing allegations as if fully set forth herein.

46. At all relevant times, Brueche was and is duly licensed to practice law in the State of New Jersey.

47. At all relevant times, Brueche was under the employ and otherwise acting under the auspices of the Weinberger Law Group.

48. At all relevant times, Brueche and the Weinberger Law Group, on the one hand, and Plaintiff, on the other, had an attorney-client relationship that was memorialized, by among other things, a binding retainer agreement.

49. Brueche and the Weinberger Law Group had a duty to exercise reasonable care in representing Plaintiff and breached said agreement.

50. Brueche and the Weinberger Law Group breached that duty by advising Plaintiff not to testify during the Domestic Violence Proceeding and not producing relevant evidence in her knowledge on plaintiff's behalf of substantial relevancy.

51. As a result, Plaintiff was made the subject of a restraining order that eventually led to his false arrest and other injuries out of which he has suffered damages in an amount to be determined at trial.

WHEREFORE, plaintiff Shaun Kennedy demands damages against defendants Erin Brueche and the Weinberger Law Group in an amount to be determined at trial, together with interest, previously paid counsel fees, punitive damages, cost of suit, attorneys' fees and such other and further relief as the Court may deem just, equitable and proper.

COUNT IV

(Invasion of Privacy/Intrusion On Seclusion Against Carey)

52. Plaintiff repeats and re-alleges all of the foregoing allegations as if fully set forth herein.

53. By accessing the confidential, personal and privileged electronic files belonging to Plaintiff in the manner set forth above, Carey intentionally intruded and/or pried into Plaintiff's seclusion without permission or authority.

54. The intrusions are clearly highly offensive and compromising and constitute a denial of personal civil and human rights to which reasonable people have a right to expect.

55. The matters and/or activities on which Carey intruded and publicized were private.

56. The intrusion has caused Plaintiff substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiff Shaun Kennedy demands damages against defendant Carey Kennedy in an amount to be determined at trial, together with interest, punitive damages, cost of suit, attorneys' fees and such other and further relief as the Court may deem just, equitable and proper.

COUNT V

(Invasion of Privacy/Publicity Given To Private Life Against Carey)

57. Plaintiff repeats and re-alleges all of the foregoing allegations as if fully set forth herein shall set forth hereinafter in Count VI and Count VII.

58. By accessing the confidential, personal and privileged electronic files belonging to Plaintiff and later publicizing the sum and substance of said materials in the manner set forth above, Carey publicized information concerning the private life of Plaintiff without Plaintiff's consent and the privacy and ascertainment could not have been obtained other than by violation of civil and/or criminal activity by Carey Kennedy.

59. A reasonable person in Plaintiff's position would consider the publication of said information highly offensive.

60. The private information that Carey publicized was not of legitimate public concern.

61. The publication has caused Plaintiff substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiff Shaun Kennedy demands damages against defendant Carey Kennedy in an amount to be determined at trial, together with interest, punitive damages, cost

of suit, attorneys' fees and such other and further relief as the Court may deem just, equitable and proper.

COUNT VI
**(Violation of *N.J.S.A. § 2A:38A-1, et seq.* For Unlawful Access
Of Computer Network and Data Against Carey)**

62. Plaintiff repeats and re-alleges all of the foregoing allegations as if fully set forth herein.

63. *N.J.S.A. § 2A:38A-1, et seq.* imposes civil liability, including compensatory damages, punitive damages and cost of suit, including reasonable attorneys' fees on any person that damages another person by virtue of, among other things, the knowingly unauthorized access of any computer or computer system.

64. By virtue of knowingly gaining unauthorized access to the Weinberger Law Firm's electronic files pertaining to Plaintiff, Carey violated *N.J.S.A. § 2A:38A-1, et seq.* This access was obtained notwithstanding the "Notice" to Carey as recipient.

*****IMPORTANT NOTICE*****

This e-mail, plus any attachment, is intended only for the exclusive use of the person to whom it is addressed. The information contained herein is confidential, privileged and exempt from disclosure under applicable law. If the reader of this e-mail is neither the intended recipient nor an agent responsible for delivering the message to the intended recipient, be advised that any use, copying, dissemination, or distribution hereof is strictly prohibited. If this communication was received in error, please immediately notify the sender by telephone or e-mail and delete all copies of this e-mail and any attachments.

65. As a result of Carey's violation of the aforementioned statute, Plaintiff has been damaged in an amount to be determined at trial.

66. Plaintiff also seeks injunctive relief, pursuant to *N.J.S.A. § 2A:38A-5*, to prevent Carey from engaging in any further acts that would violate *N.J.S.A. § 2A:38A-1*, *et seq.*

WHEREFORE, (1) plaintiff Shaun Kennedy demands damages against defendant Carey Kennedy in an amount to be determined at trial, together with interest, punitive damages, cost of suit, attorneys' fees and such other and further relief as the Court may deem just, equitable and proper; (2) a turnover of copies of all copies of documents obtained by Carey Kennedy and copies of all documents disseminated by Carey Kennedy; and (3) Permanent injunction of her disseminating to third parties any information or documents received from files of the Weinberger Firm.

COUNT VII
(Intentional Infliction Of Emotional Distress Against Carey)

67. Plaintiff repeats and re-alleges all of the foregoing allegations as if fully set forth herein.

68. In knowingly accessing and disclosing personal and confidential materials that belonged to Plaintiff and were maintained on the Weinberger Law Group's computer systems, Carey intentionally sought to embarrass and humiliate Plaintiff.

69. A reasonable person would know that this conduct by Carey was unreasonable and likely to cause emotion harm.

70. Accordingly, Carey intentionally sought to produce emotional distress on Plaintiff or, alternatively, Carey acted recklessly in deliberate disregard of a high probability that emotional distress would follow.

71. As a result of the foregoing, Plaintiff has suffered substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiff Shaun Kennedy demands damages against defendant Carey Kennedy in an amount to be determined at trial, together with interest, punitive damages, cost of suit, attorneys' fees and such other and further relief as the Court may deem just, equitable and proper.

COUNT VIII
(Malicious Use of Process Against Carey)

72. Plaintiff repeats and re-alleges all of the foregoing allegations as if fully set forth herein.

73. As set forth above, Carey sought to and did, in fact, have Plaintiff arrested knowing that there was no probable cause to believe that Shaun had violated any valid restraining order.

74. Carey's actions were motivated solely by malice.

75. The matter was terminated in Plaintiff's favor as the Essex County Prosecutor moved to have the case dismissed and the court terminated the case in Plaintiff's favor based on the "entire facts."

76. Plaintiff suffered a special grievance from Carey's malicious use of process by being incarcerated and publicly humiliated.

77. As a result of the foregoing, Plaintiff has suffered damages in an amount to be determined at trial.

WHEREFORE, plaintiff Shaun Kennedy demands damages against defendant Carey Kennedy in an amount to be determined at trial, together with interest, punitive damages, cost of suit, attorneys' fees and such other and further relief as the Court may deem just, equitable and proper.

COUNT IX
(Malicious Abuse of Process Against Carey)

78. Plaintiff repeats and re-alleges all of the foregoing allegations as if fully set forth herein.

79. Carey maliciously used the restraining order she obtained against Plaintiff in order to knowingly have Plaintiff arrested and incarcerated without probable cause.

80. In maliciously making use of said process, Carey committed further acts by knowingly submitting false information to the authorities, which was illegitimate as well as further actions in furtherance of injuring the Plaintiff.

81. As a result of the foregoing, Plaintiff has suffered damages in an amount to be determined at trial.

WHEREFORE, plaintiff Shaun Kennedy demands damages against defendant Carey Kennedy in an amount to be determined at trial, together with interest, punitive damages, cost of suit, attorneys' fees and such other and further relief as the Court may deem just, equitable and proper.

COUNT X
(Causing False Arrest/Imprisonment Against Carey)

82. Plaintiff repeats and re-alleges all of the foregoing allegations as if fully set forth herein.

83. On or about October 1, 2017, Carey caused Plaintiff to be arrested and incarcerated against his will, without probable cause or justification.

84. Carey acted solely with malice when doing so as she was aware she submitted false information to the authorities.

85. The prosecutor moved to dismiss Carey's complaint without even a need for a hearing or testimony and the court dismissed the case on "the entire facts," as wrongfully

alleged; Plaintiff was completely exonerated and various restraints were immediately dissolved by the Court.

86. As a result of the foregoing, Plaintiff has suffered substantial damages in an amount to be determined at trial.

WHEREFORE, plaintiff Shaun Kennedy demands damages against defendant Carey Kennedy in an amount to be determined at trial, together with interest, punitive damages, cost of suit, attorneys' fees and such other and further relief as the Court may deem just, equitable and proper.

FRANZBLAU DRATCH, P.C.

April 24, 2018

By: 
S.M. Chris Franzblau

JURY DEMAND

Plaintiff demands a trial by jury on all issues and causes of action alleged herein that are so triable.

DESIGNATION OF TRIAL COUNSEL

In accordance with R. 4:25-4, S.M. Chris Franzblau, Esq. is hereby designated as trial counsel for the plaintiff in this matter, Shaun Kennedy.

FRANZBLAU DRATCH, P.C.

Dated: April 24, 2018

By: 
S.M. Chris Franzblau

CERTIFICATION PURSUANT TO R. 4:5-1


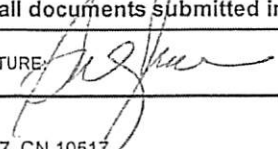
I hereby certify that to the best of my knowledge the matter in controversy in the within action is not the subject of any other action pending in any Court, or of any of any pending arbitration proceeding, nor is any such action or proceeding contemplated. I further certify that there is no other party who should be joined in this action.

FRANZBLAU DRATCH, P.C.

Dated: April 24, 2018

By: 
S.M. Chris Franzblau

Appendix XII-B1

	CIVIL CASE INFORMATION STATEMENT (CIS)		FOR USE BY CLERK'S OFFICE ONLY	
	Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule</i> 4:5-1 Pleading will be rejected for filing, under <i>Rule</i> 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed		PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO. _____ AMOUNT: _____ OVERPAYMENT: _____ BATCH NUMBER: _____	
	ATTORNEY / PRO SE NAME S. M. Chris Franzblau, Esq.		TELEPHONE NUMBER (973) 992-3700	
	COUNTY OF VENUE Morris		DOCKET NUMBER (when available)	
FIRM NAME (if applicable) Franzblau Dratch, P.C.			OFFICE ADDRESS 354 Eisenhower Parkway, Livingston, NJ 07039	
DOCUMENT TYPE Complaint			JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
NAME OF PARTY (e.g., John Doe, Plaintiff) SHaun Kennedy, Plaintiff		CAPTION Kennedy v Weinberger Divorce, Erin Brueche, Carey Kennedy, and John and Barbara Doe		
CASE TYPE NUMBER (See reverse side for listing) 607, 699		HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
IS THIS A PROFESSIONAL MALPRACTICE CASE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
IF YES, LIST DOCKET NUMBERS		DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input type="checkbox"/> UNKNOWN		THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.		
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION				
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS		
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> Yes <input type="checkbox"/> No				
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION				
DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION		
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?		
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule</i> 1:38-7(b).				
ATTORNEY SIGNATURE: 				

Side 2



CIVIL CASE INFORMATION STATEMENT (CIS)

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

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

Track I - 150 days' discovery

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

Track II - 300 days' discovery

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

Track III - 450 days' discovery

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

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

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

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 271 ACCUTANE/ISOTRETINOID | 292 PELVIC MESH/BARD |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 282 FOSAMAX | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR |
| 287 YAZ/YASMIN/OCELLA | 300 TALC-BASED BODY POWDERS |
| 289 REGLAN | 601 ASBESTOS |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 623 PROPECIA |
| 291 PELVIC MESH/GYNECARE | 624 STRYKER LFIT CoCr V40 FEMORAL HEADS |

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

Please check off each applicable category ☐ Putative Class Action ☐ Title 59

Civil Case Information Statement

Case Details: MORRIS | Civil Part Docket# L-000778-18

Case Caption: KENNEDY SHAUN VS WEINBERGER DIV
& FAM ILY LAW

Case Initiation Date: 04/24/2018

Attorney Name: S M FRANZBLAU

Firm Name: FRANZBLAU DRATCH, PC

Address: PLAZA ONE - 354 EISENHOWER PARKWAY
P.O. BOX 472

LIVINGSTON NJ 07039

Phone:

Name of Party: PLAINTIFF : Kennedy, Shaun

Name of Defendant's Primary Insurance Company

(if known): None

Case Type: OTHER malpractice and tortious invasions of privacy

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Hurricane Sandy related? NO

Is this a professional malpractice case? YES

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule 1:38-7(b)*

04/24/2018

Dated

/s/ S M FRANZBLAU

Signed