

CHRISTOPHER LUONGO

ATTORNEY AT LAW
15 MOUNT KEMBLE AVENUE
MORRISTOWN, NEW JERSEY 07960

TELEPHONE: (973) 503-1414
FAX: (973) 503-0204

MAILING ADDRESS:
P.O. BOX 328
EAST HANOVER, NEW JERSEY 07936

October 31, 2018

BY REGULAR AND CERTIFIED MAIL NO.: 7018 0040 0000 9892 7605

Mitchell Hamline School of Law
875 Summit Avenue
Saint Paul, Minnesota 66105

Re: **Gorbaty v. Mitchell Hamline School of Law**
Docket No.: UNN-L-3674-18

Dear Mitchell Hamline School of Law:

I represent the plaintiff, Howard Mark Gorbaty, in the above entitled action, who is bringing this lawsuit against your law school.

Pursuant to New Jersey Court Rule 4:4-4[c], served herewith please find:

- Summons;
- Complaint; &
- Track Assignment Notice.

Please **immediately** submit this to your insurance company and/or file an answer to the Complaint within 35 days of service at the Clerk of the Court, 2 Broad Street, Elizabeth, New Jersey 07207.

Thank you.

Very truly yours,


CHRISTOPHER LUONGO, ESQ.

Enclosures

cc: Mr. Howard Mark Gorbaty

CHRISTOPHER LUONGO, ESQ.
ATTORNEY ID # 024581993
15 MOUNT KEMBLE AVENUE
MORRISTOWN, NEW JERSEY 07960
(973) 503-1414
Attorney for Plaintiff Howard M. Gorbaty

HOWARD M. GORBATY : SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, UNION COUNTY
: Docket No.: UNN-L-3674-18

Plaintiff, : Civil Action

v. :

MITCHELL HAMLINE SCHOOL OF LAW : SUMMONS


Defendant. :

STATE OF NEW JERSEY TO NAMED DEFENDANT: MITCHELL HAMLINE SCHOOL OF LAW

YOU ARE HEREBY SUMMONED in a Civil Action in the Superior Court of New Jersey, instituted by the above named plaintiff, and required to serve upon the attorney for the plaintiff, whose name and office address appears above, an answer to the annexed complaint within 35 days after the service of the summons and complaint upon you, exclusive of the day of service. If you fail to answer, judgment by default may be rendered against you for the relief demanded in the complaint. You shall promptly file your answer and proof of service thereof in duplicates with the Clerk of the Superior Court at 2 Broad Street, Elizabeth, New Jersey 07207, in accordance with the rules of civil practice.

If you cannot afford to pay an attorney, call a Legal Services Office. An individual not eligible for free legal assistance may obtain a referral to an attorney by calling a county lawyer referral service. These numbers may be listed in the yellow pages of your phone book and the phone numbers for the county in which this action is pending are: Union County Lawyer Referral Service at (908)353-4715 or Union County Legal Services at (908)354-4340.

Dated: October 31, 2018


MICHELLE SMITH, Clerk of the Superior Court

Name of Defendant to be served: **Mitchell Hamline School of Law**
875 Summit Avenue
Saint Paul, Minnesota 66105

CHRISTOPHER LUONGO, ESQ.
ATTORNEY ID # 024581993
15 MOUNT KEMBLE AVENUE
MORRISTOWN, NEW JERSEY 07960
(973) 503-1414
Attorney for Plaintiff Howard M. Gorbaty

HOWARD M. GORBATY	:	SUPERIOR COURT OF NEW JERSEY LAW DIVISION, UNION COUNTY Docket No.: UNN-L-3674-18
Plaintiff,	:	Civil Action
v.	:	
MITCHELL HAMLINE SCHOOL OF LAW	:	<u>COMPLAINT, JURY DEMAND</u> <u>& DESIGNATION OF TRIAL COUNSEL</u>
Defendant.	:	
	:	

Plaintiff, Howard M. Gorbaty, domiciled at 204 Twin Oaks Terrace, Westfield, Union County, New Jersey, complaining of the defendant, Mitchell Hamline School of Law, Saint Paul, Minnesota and/or their successors, by way of Complaint, says:

Facts:

1. On or about August 2018, the plaintiff, Howard M. Gorbaty, entered an agreement with the defendant Mitchell Hamline School of Law to be a student at the aforesaid law school.
2. The plaintiff's dream is to be a lawyer and his admission at the aforesaid law school was a significant step toward fulfilling this dream.
3. The defendant Mitchell Hamline School of Law was unique in that it offered a significant on-line component which allowed the plaintiff to take courses without being on campus.

4. Throughout the majority of his brief time of his enrollment at the aforesaid school, the plaintiff made significant contributions to the legal educational process at the Mitchell Hamline School of Law.
5. Shockingly, for reasons that are presently unknown, the defendant dug deeply into plaintiff's application and apparently discovered several minor discrepancies regarding the plaintiff's past youthful indiscretions.
6. Further, the defendant alleges that the plaintiff called a professor a derogatory name, which the plaintiff vehemently denies.
7. Defendant allegedly allowed the plaintiff an opportunity to explain these minor issues but he was not provided a formal opportunity, with counsel, to explain the same nor was the process fair.
8. Had he been able to clarify these past minor indiscretions, most of or almost all of these alleged charges were either dismissed or were legally insignificant, this matter would have been resolved.
9. Unfortunately, in late August 2018 or September 2018, defendant brutally ejected the plaintiff from its law school.
10. It's alleged that the defendant has unjustly and illegally denied the plaintiff the ability to continue his legal education at the aforesaid school for reasons described herein.

11. The right to formally appeal and/or to receive a fair hearing is not only a hallmark of American Jurisprudence, but it is essential to a law student in a competitive academic environment with professors who carry political biases and petty grudges against students, such as the plaintiff, who challenge the status quo.
12. Specifically, the plaintiff was not given an opportunity by the defendant to review the charges against him and/or failed to allow him to formally appeal his expulsion and/or was not given proper notice and/or fair hearing before he was expelled.
13. As a result, the plaintiff was arbitrarily denied admission to and was heartlessly expelled from the defendant's school.
14. As a result of his actions and inactions, the defendant Mitchell Hamline School of Law has frustrated the essential purpose of the contract, which was to provide him a high quality legal education, in return for his tuition payments.
15. As a direct and proximate result of the aforesaid actions of the defendant, Mitchell Hamline School of Law, the plaintiff, Howard M. Gorbaty, has sustained significant damages, including but not limited to, present and prospective income; damages; attorney's fees and costs.
16. Plaintiff seek several forms of relief, including injunctive relief as defined herein, equitable relief, compensatory and punitive damages, attorney's fees and costs.

FIRST COUNT
(Specific Performance)

1. Plaintiff, Howard M. Gorbaty, repeats the allegations stated aforesaid as if stated herein in length.
2. It's alleged and averred that the defendant Mitchell Hamline School of Law has violated the letter and spirit of its agreement with the plaintiff and by actions and conduct described aforesaid.
3. It's averred that the actions and conduct of the defendant stated aforesaid resulted in a breach of the aforesaid contract for which the plaintiff were damaged.
4. Thus, the plaintiff seeks a Court Order compelling the defendants to honor its agreement with plaintiff.

WHEREFORE, the plaintiff, Howard M. Gorbaty, demands judgment for relief against the defendant Mitchell Hamline School of Law:

- A. Immediately allowing the Plaintiff, Howard M. Gorbaty, to be re-admitted to the aforesaid law school;
- B. In the alternative, allowing the plaintiff an opportunity to be re-admitted to the law school with certain conditions attached;
- C. In the alternative, allowing the plaintiff an opportunity to re-apply for admission next year without penalty or prejudice;
- D. Damages, attorney's fees, interest and costs; &
- E. Granting such other relief as the Court deems just.

SECOND COUNT
(Breach of Contract)

1. Plaintiff, Howard M. Gorbaty, repeats all of the allegations in the First and Second Counts of the Complaint as if more fully set forth herein at length.
2. The actions of the defendant described aforesaid constituted breach of contract in which the Plaintiff sustained damages for which he seeks relief.

WHEREFORE, the plaintiff, Howard M. Gorbaty, demands judgment for compensatory and punitive damages and equitable relief against the defendant Mitchell Hamline School of Law together with interest, attorney's fees and costs.

THIRD COUNT
(Implied Covenant of Good Faith)

1. Plaintiff, Howard M. Gorbaty, repeats all of the allegations in the First and Second Counts of the Complaint as if more fully set forth herein at length.
2. The actions of the defendant described aforesaid violated the implied covenant of good faith and fair dealing which is contained in every contract.

WHEREFORE, the plaintiff, Howard M. Gorbaty, demands judgment for damages and equitable relief against the defendant, Mitchell Hamline School of Law, together with interest, attorney's fees and costs.

FOURTH COUNT
(Unjust Enrichment)

1. Plaintiff, Howard M. Gorbaty, repeats all of the allegations as if set forth herein at length.
2. The actions of the defendant described resulted in his being unjustly enriched at the Plaintiff's expense.

WHEREFORE, the plaintiff, Howard M. Gorbaty, demands judgment for compensatory damages and equitable relief against the defendant, Mitchell Hamline School of Law, together with interest and costs.

FIFTH COUNT
(New Jersey Consumer Fraud Act)
N.J.S.A. 56:8-1, et seq.

1. Plaintiff, Howard M. Gorbaty, repeats all of the allegations stated aforesaid as if more fully set forth herein at length.
2. The actions of the defendant described aforesaid constitutes a violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et seq., for which the Plaintiff is seeking treble damages.

WHEREFORE, the plaintiff, Howard M. Gorbaty, demands judgment for treble damages under the New Jersey Consumer Fraud Act, N.J.S.A. 56:8-1, et seq., against the defendant Mitchell Hamline School of Law together with interest, attorney's fees and costs.

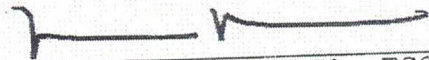
SIXTH COUNT
(Fraud)

1. Plaintiff, Howard M. Gorbaty, repeats all of the allegations stated aforesaid as if sets forth herein at length.

2. The actions of the defendant described aforesaid constitutes equitable and legal fraud for which the Plaintiff is seeking damages.

WHEREFORE, the Plaintiff, Howard M. Gorbaty, demands judgment for compensatory and punitive damages against the defendant Mitchell Hamline School of Law together with interest, attorney's fees and costs.


Dated: October 29, 2018

By: 
CHRISTOPHER LUONGO, ESQ.
Attorney for Plaintiff

DEMAND FOR JURY

On behalf of the plaintiff, demand is hereby made for trial by a jury of six persons on all issues triable as of right by a jury.


Dated: October 29, 2018

By: 
CHRISTOPHER LUONGO, ESQ.
Attorney for Plaintiff

DESIGNATION OF TRIAL COUNSEL

Pursuant to the Rules Governing the Courts of the State of New Jersey, the undersigned is hereby designated as trial counsel.

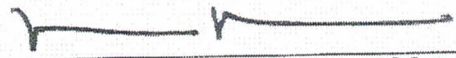
Dated: October 29, 2018

By: 
CHRISTOPHER LUONGO, ESQ.
Attorney for Plaintiff

CERTIFICATION

I hereby certify that pursuant to R. 4:5-1, to the best of my knowledge and based on the information available to me at this time, the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding and that no additional parties are known at this time who should be added.

Dated: October 29, 2018

By: 
CHRISTOPHER LUONGO, ESQ.
Attorney for Plaintiff

UNION COUNTY SUPERIOR COURT
2 BROAD STREET
CIVIL DIVISION
ELIZABETH NJ 07207

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (908) 787-1650
COURT HOURS 8:30 AM - 4:30 PM

DATE: OCTOBER 29, 2018
RE: GORBATY HOWARD VS MITCHELL HAMLINE SCH OOL OF LA
DOCKET: UNN L -003674 18

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 2.

DISCOVERY IS 300 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON ALAN G. LESNEWICH

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (908) 659-4820.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: CHRISTOPH P. LUONGO
CHRISTOPHER LUONGO

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ECOURTS