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Our File No: CL-449-22-NJ

THE KOREAN CLEANERS
 MONTHLY, and JOHN CHUNG A/K/A
 SEUNG CHAE CHUNG

Plaintiffs,

v.

JAY J. RICE, ESQ., BRADLEY LEWIS
 RICE, ESQ. NAGEL RICE, LLP, JOHN
 DOES 1 -10 and ABC CORPORATIONS
 1-10,

Defendants.

**SUPERIOR COURT OF NEW JERSEY
 ESSEX COUNTY: LAW DIVISION**

DOCKET NO.:

CIVIL ACTION

COMPLAINT WITH JURY DEMAND

The Plaintiff, the Korean Cleaners Monthly (“KCM”) and John Chung a/k/a Seung Chae Chung (“Chung”) (hereinafter collectively "Plaintiffs"), by way of Complaint against Defendants Jay J. Rice, Esq. Bradley Lewis Rice, Esq. Nagel Rice, LLP, John Does 1 -10 and ABC Corporations 1-10 (hereinafter collectively "Defendants"), says:

PARTIES

1. Plaintiff the Korean Cleaners Monthly (“KCM”), at all times relevant herein, was a monthly trade publication with its principal place of business located at 542 Illingworth Avenue, Englewood, New Jersey 07631.
2. Plaintiff John Chung a/k/a Seung Chae Chung (“Chung”), at all times relevant herein,

was the owner of the KCM and has resided at 542 Illingworth Avenue, Englewood, New Jersey 07631.

3. Defendant Jay J. Rice, Esq. at all times relevant herein, was an attorney-at-law duly admitted and licensed to practice in the Courts of the State of New Jersey.

4. Defendant Jay J. Rice, Esq. at all times relevant herein, was the managing attorney of the law firm Defendant Nagel Rice, LLP.

5. Defendant Bradley Lewis Rice, Esq. at all times relevant herein, was an attorney-at-law duly admitted and licensed to practice in the Courts of the State of New Jersey.

6. Defendant Bradley Lewis Rice, Esq. at all times relevant herein, was the partner of the law firm Defendant Nagel Rice, LLP.

7. Defendant Nagel Rice, LLP, at all times relevant herein, was a law firm incorporated in the State of New Jersey which maintains an office at 103 Eisenhower Parkway Roseland, NJ 07068, and authorized to practice law in New Jersey.

8. Defendants JOHN DOES 1-10 and ABC CORPS. 1-10 are unknown persons and entities who contributed to the injuries sustained by Plaintiffs.

FACTS COMMON TO ALL COUNTS

9. On or about December 15, 2017, Plaintiffs retained the services of the present Defendants to act as their attorneys for a case filed in the United States District Court for the District of New Jersey, styled NY MACHINERY INC. et al v. THE KOREAN CLEANERS MONTHLY et al, Civil Docket No. 2:17-cv-12269-ESK (hereinafter "the underlying case").

10. Defendants represented Plaintiffs in defending an action brought against Plaintiffs by NY MACHINERY INC and KLEANERS LLC, the Plaintiffs in the underlying case

(hereinafter referred to as "NYM").

11. Defendants, having been retained by Plaintiffs, were fully aware of the claims asserted in the underlying case and agreed to diligently pursue the prosecution of these claims as attorneys for Plaintiffs.

12. Defendants thereupon prepared a retainer agreement, which Plaintiffs signed.

13. NYM published and disseminated false statements about Plaintiffs in May 2017, prior to the commencement of the underlying case.

14. The defendants, by exercising due diligence and skill, could and should have timely filed a counterclaim on behalf of the plaintiffs in the underlying case, or asserted a separate claim to remedy the damages caused by NYM's defamation action.

15. Defendants did not communicate adequately to Plaintiffs the status of the underlying cases. More often than not, despite Plaintiffs attempts at contact, were unavailable to discuss the particulars of his representation in the underlying case or the counterclaim action.

16. Defendants failed to take action to file the defamation *per se* counterclaim and for other appropriate relief in the underlying case until July 13, 2018.

17. On November 20, 2018, the United States District Court for the District of New Jersey dismissed the counterclaim action as time-barred pursuant to New Jersey's one-year statute of limitations for claims of defamation.

FIRST COUNT

Legal Malpractice

18. Plaintiffs repeat and reallege each and every allegation of paragraphs I through 17 of the Complaint as if set forth in full herein.

19. Defendants had a duty to protect the interests of Plaintiffs and to prosecute the underlying case with all due diligence and skill.

20. Defendants breached that duty to Plaintiffs by failing to adequately or properly represent Plaintiffs interest, including failing to timely file the counterclaim in the underlying case.

21. Defendants were well aware of, or with the exercise of reasonable diligence and skill would have been aware of, the one-year statute of limitations for defamation claims in New Jersey.

22. As a direct and proximate result of the negligence of Defendants' negligent, careless and reckless acts and omissions, the Plaintiffs suffered damages as they lost their counterclaim against defamation.

WHEREFORE, Plaintiffs demand:

- a. A trial by jury;
- b. That judgment be entered against Defendants for damages in an amount reasonable and just by the evidence;
- c. That all costs in this action be assessed against Defendants, including attorney's fees, costs and expenses of this action; and
- d. That Plaintiffs be awarded all other relief as this Court deems just and proper.

SECOND COUNT

Breach of Contract/Failure to Perform

23. Plaintiffs repeat and reallege each and every allegation of paragraphs 1 through 22 of the Complaint as if set forth in full herein.

24. A contract existed between Plaintiffs and Defendants for the representation of

Plaintiffs and prosecution of their claims in the underlying case in a competent, diligent and skillful manner.

25. Defendants breached their contract with Plaintiffs by failing to adequately or properly represent Plaintiffs interests in advising Plaintiffs and responding in the underlying case.

26. As a direct and proximate result of Defendants' negligent, careless and reckless acts and omissions, Plaintiffs have suffered damages, including, but not limited to, actual, compensatory, and consequential damages, as well as legal fees and costs.

WHEREFORE, Plaintiffs demand:

- a. A trial by jury;
- b. That judgment be entered against Defendants for damages in an amount reasonable and just by the evidence;
- c. That all costs in this action be assessed against Defendants, including attorney's fees, costs and expenses of this action; and
- d. That Plaintiffs be awarded all other relief as this Court deems just and proper.

THIRD COUNT

Malpractice - Negligence in Failing to Report an Error to Client

27. Plaintiffs repeats and realleges each and every allegation of paragraphs 1 through 26 of the Complaint as if set forth in full herein.

28. Defendants' acts, as set forth above, constitute malpractice.

29. Defendants had an ethical obligation to advise Plaintiffs that they might have a claim against Defendants.

30. Defendants failed to report their errors to Plaintiffs, in breach of their ethical duty to their

client under R.P.C. 1.7(b)(2).

31. As a direct and proximate result of Defendants' failure to report their errors to Plaintiffs, Plaintiff was damaged.

WHEREFORE, Plaintiffs demand:

- a. A trial by jury;
- b. That judgment be entered against Defendants for damages in an amount reasonable and just by the evidence;
- c. That all costs in this action be assessed against Defendants, including attorney's fees, costs and expenses of this action; and
- d. That Plaintiffs be awarded all other relief as this Court deems just and proper.

JURY TRIAL DEMAND

Plaintiffs hereby demand a trial by jury on all issues.

CERTIFICATION PURSUANT TOR. 5-1 AND 4:6-1

I hereby certify to the best of my knowledge, information, and belief:

1. The matter in controversy is not the subject of any other pending Court or arbitration proceeding. I am not aware of any other contemplated Court or arbitration proceeding.
2. I am not aware at the present time of any other party that should be joined in this litigation.
3. A copy of the Complaint will be served within the time provided by Rule 4:6-1 and all extensions thereto.

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.

Dated: June 22, 2023

SONG LAW FIRM, LLC

By: */s/ Roy H. Mossi*

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THE KOREAN CLEANERS MONTHLY,
and JOHN CHUNG A/K/A SEUNG CHAE : SUPERIOR COURT OF NEW
CHUNG : NEW JERSEY, LAW DIVISION
: ESSEX COUNTY

Plaintiffs,

:

v.

JAY J. RICE, ESQ., BRADLEY LEWIS : DOCKET NO,
RICE, ESQ.NAGEL RICE, LLP, JOHN :
DOES 1 -10 and ABC CORPORATIONS :
1-10,

CIVIL ACTION

Defendants

AFFIDAVIT OF MERIT

County of Essex)

State of New Jersey)

I, Andrew Rubin, Esq., being duly sworn, aver as follows:

1. I am an attorney at law of the State of New Jersey and make this affidavit on my own knowledge.
2. I have been a member of the bar of the State of New Jersey for more than 43 years. I devote a substantial portion of my practice, and have for more than the last five years to civil litigation, civil appeals, and legal malpractice litigation.

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3. I have reviewed portions of the within file including but not limited to the proposed complaint in this matter, pleadings and motion papers in the underlying matter, the decision of Judge Wigenton, correspondence, motions, and orders.
4. Based on my understanding of the facts involved in the underlying case, it appears to me that there exists a reasonable probability that the skill or knowledge exercised or exhibited by the defendant lawyers, Jay Rice, Nagel Rice, Esq, Bradley Lewis Rice, Esq. which is the subject of the within action fell outside the acceptable professional standards as they apply to them, and were a deviation from the standard of practice, and a substantial contributing factor in any harm caused to the plaintiffs.
5. I have no financial interest in this matter.



Andrew Rubin

Sworn to and Subscribed before
me this 18 day of May 2023



Keith McKenna
Attorney at Law of New Jersey