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Attorneys for Plaintiff

J.B.,

Plaintiff,

v.

BAYONNE POLICE ATHLETIC LEAGUE
DAY CARE CENTER a/k/a BAYONNE POLICE
ATHLETIC LEAGUE,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, HUDSON COUNTY

DOCKET NO.:

Civil Action

SUMMONS

TO:

**BAYONNE POLICE ATHLETIC LEAGUE DAY CARE CENTER a/k/a BAYONNE
POLICE ATHLETIC LEAGUE**
550 Avenue A
Bayonne, NJ 07002

**THE STATE OF NEW JERSEY
TO THE DEFENDANTS NAMED ABOVE:**

The Plaintiff named above has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided). If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice

Complex, CN-971, Trenton, N.J. 08625. A filing fee payable to the Clerk of the Superior Court and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to Plaintiff's attorney whose name and address appear above, or to Plaintiff if no attorney is named above. A telephone call will not protect your rights: you must file and serve a written answer or motion (with fee and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion with 35 days, the court may enter a judgment against you for the relief plaintiff's demand, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the legal services office in the county where you live. A list of these offices is provided. If you do not have any attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the lawyer Referral Services. A list of these numbers is also provided.

Dated:

/s/ Michelle M. Smith
Superior Court Clerk
MICHELLE M. SMITH

Appendix A

List of County Bar Association Lawyer Referral Services in Counties Relevant to the Instant Action:

Hudson County Bar Association
Brennan Courthouse
583 Newark Ave, 4th Floor
Jersey City, NJ 07306
Tel: (201) 798-4708

List of New Jersey Legal Service Offices in Counties Relevant to the Instant Action:

Northeast New Jersey Legal Services
574 Summit Avenue, 2nd Floor
Jersey City, NJ 07306
Tel: (201) 792-6363

Legal Services of New Jersey statewide toll-free hotline 1-888-576-5529

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**COMPLAINT, JURY DEMAND,
NOTICE TO PRESERVE and
DEMAND FOR INTERROGATORIES
AND DOCUMENTS**

Plaintiff, J.B. (“Plaintiff”), by and through his attorneys, Levy Konigsberg LLP, alleges for his Complaint the following:

INTRODUCTION

1. This action arises out of the sexual abuse of Plaintiff by Mr. John Hunter (“Hunter”), a former basketball coach at Defendant Bayonne Police Athletic League Day Care Center a/k/a Bayonne Police Athletic League (“Bayonne PAL”).
2. Plaintiff files this action under the pseudonym “J.B.” pursuant to N.J.S.A § C.2A:61-B(f).
3. The emotional and psychological trauma associated with his sexual abuse has haunted Plaintiff for his entire life. He has been and remains confused, traumatized, and

ashamed as a result of the acts alleged herein. The abuse by Hunter and the failures of Defendant Bayonne PAL have left Plaintiff broken, and deeply emotionally scarred.

4. Plaintiff seeks compensatory and punitive damages for the injuries he has suffered, as well as reasonable attorneys' fees and the costs and disbursements of bringing this action with interest.

PARTIES

5. Plaintiff is an individual who currently resides in Union County in the State of New Jersey. Plaintiff was a minor at the time the abuse alleged herein occurred.

6. Defendant Bayonne PAL, at all relevant times, is, was, and continues to be a domestic non-profit organization duly existing under and by virtue of the law of the State of New Jersey with its principal place of business at 550 Avenue A, Bayonne, NJ 07002. Bayonne PAL is a day care center, which seeks out the participation of minors in its various recreational programs, such as summer camp, basketball, and boxing, as well as for its educational program, which is provided to children enrolled in their after-school program.¹

FACTS

A. Facts Common to All Counts

7. At all times relevant, and to the present day, Defendant Bayonne PAL was and is a domestic not-for-profit organization duly existing under and by virtue of the law of the State of New Jersey with a principal place of business located at 550 Avenue A, Bayonne, NJ 07002.

8. As part of its programs, the Bayonne PAL offers "a year-round program of quality child care for the families of Bayonne."² According to its website, the Bayonne PAL

¹ Bayonne PAL, Services, <https://www.bayonnepal.org/services>

² Bayonne PAL, About - History, <https://www.bayonnepal.org/about>

“provides a program of diverse recreational activities for children from 5 to 13 years of age...[and] offer[s] an educational program for children enrolled in [their] after school program.”³ At the Bayonne PAL, children have the opportunity to participate in activities such as summer camp, basketball and boxing.⁴

9. At all relevant times alleged herein, Hunter was a basketball coach affiliated, employed and/or an agent of Defendant Bayonne PAL.

10. At all relevant times alleged herein, and during all sexual crimes committed against the Plaintiff, Hunter was under the direct employ, supervision, control, and agency of Defendant Bayonne PAL.

B. Plaintiff Was Repeatedly Sexually Abused by Hunter at the Bayonne PAL

11. In approximately 1968 or 1969, when Plaintiff was between ten (10) and eleven (11) years old, Plaintiff was a member of Defendant Bayonne PAL’s basketball team, coached by Hunter.

12. Shortly after joining the basketball team, Plaintiff noticed that Hunter began acting suspicious and unusual with him, as the Plaintiff would notice Hunter watching him use the restroom in the boys’ locker room. Hunter then proceeded to groom the Plaintiff—luring him to his home to watch New York Knicks games and drink soda.

13. Upon Plaintiff’s arrival to Hunter’s home, Hunter would sexually abuse the Plaintiff—forcibly removing the Plaintiff’s clothes, touching and fondling the Plaintiff’s genitals, and forcing the Plaintiff to participate in oral sex against his will.

14. In order to participate in his team’s basketball games at the Bayonne PAL, the Plaintiff was required by Hunter to appear at his home before every game and subject

³ *Id.*

⁴ Bayonne PAL, Services, <https://www.bayonnepal.org/services>

himself to sexual abuse. On a few occasions, Plaintiff was also abused by Hunter in the rear of Hunter's vehicle.

15. Hunter sexually abused Plaintiff in this manner on at least ten (10) to fifteen (15) occasions over the course of one (1) year.

16. Upon information and belief, Hunter also abused other minors and was arrested, and convicted, for child molestation approximately three (3) to four (4) years after Plaintiff's abuse.

17. As a direct and proximate result of Hunter's sexual abuse, Plaintiff suffered severe emotional distress, humiliation, anguish, trauma, and mental suffering.

18. Plaintiff has suffered with depression, sexual orientation issues, and suicidal ideations.

19. Plaintiff has sought therapy and mental health treatment as a result of the abuse he suffered at a young age at the hands of Hunter.

20. He has suffered from this trauma and anguish throughout his entire life and will continue to do so.

CAUSES OF ACTION

COUNT I: VIOLATIONS OF N.J.S.A. 2A:61B-1 – THE CHILD SEX ABUSE ACT AGAINST ALL DEFENDANTS

21. Plaintiff re-alleges and incorporates by reference each and every previous allegation above as if fully stated in this Count.

22. Defendant Bayonne PAL is a "person" within the meaning of N.J.S.A. 2A:61B-1.

23. Defendant Bayonne PAL stood *in loco parentis* to Plaintiff with the Bayonne PAL being a "household" environment under N.J.S.A. 2A:61B-1.

24. Defendant Bayonne PAL did commit an act of sexual abuse as defined under the law by knowingly permitting or acquiescing in the sexual abuse of Plaintiff by one of its employees.

25. Additionally, pursuant to N.J.S.A. 2A:61B-1, et. seq., Defendant Bayonne PAL also owed a non-delegable duty to protect minor children, including Plaintiff, from sexual abuse at the hands of its employees who had supervisory authority over such minor children.

26. Defendant Bayonne PAL authorized and granted supervisory authority to Hunter over Plaintiff while he was entrusted in Defendants' care.

27. Defendant Bayonne PAL and employee, Hunter, committed multiple acts of sexual abuse as defined under N.J.S.A. 2A:61B-1, et. seq., upon Plaintiff while he was under the care of his supervisory authority.

28. The authority and supervision delegated by Defendant Bayonne PAL to Hunter aided him in sexually abusing Plaintiff.

29. Defendant Bayonne PAL is vicariously liable for the actions and conduct of Hunter for harm and damages suffered by Plaintiff as a result of the aforementioned sexual abuse.

WHEREFORE, Plaintiff demands judgment against Defendant Bayonne PAL, jointly and severally, or in the alternative for damages, including all damages permitted by N.J.S.A. 2A:61B-1(h), punitive damages, interest, costs of suit, attorney's fees, and such other relief as the Court deems just and equitable.

**COUNT II: NEGLIGENCE
AGAINST ALL DEFENDANTS**

30. Plaintiff re-alleges and incorporates by reference each and every previous allegation above as if fully stated in this Count.

31. Defendant owed Plaintiff a duty of reasonable care to protect Plaintiff from injury.

32. Defendant owed Plaintiff a duty of care because Defendant had a special relationship with the Plaintiff.

33. Defendant also had a duty arising from the special relationship that existed with Plaintiff, Plaintiff's parents, and other parents of young, innocent, vulnerable children to properly train and supervise its employees. This special relationship arose because of the high degree of vulnerability of the children entrusted to their care. As result of this high degree of vulnerability and risk of sexual abuse inherent in such a special relationship, Defendant had a duty to establish measures of protection not necessary for persons who are older and better able to safeguard themselves.

34. Defendant owed Plaintiff a duty to protect Plaintiff from harm because Defendant had a special relationship with Hunter.

35. Defendant owed Plaintiff a duty to control the conduct of Hunter because Defendant had complete ability to control Hunter's access to children, including Plaintiff, and to prevent the foreseeable harm associated with childhood sexual abuse, giving rise to the special relationship with Hunter and a duty to control Hunter's conduct.

36. Defendant owed Plaintiff a duty of reasonable care as Defendant undertook custody of minor children, ages 5 to 13, including Plaintiff, and promoted their programs as being safe for children. Defendant held their agents, including Hunter, out as safe to work with children, encouraged parents and children to spend time with their agents, and/or encouraged their agents, including Hunter, to spend time with children, including Plaintiff.

37. By accepting custody of the minor Plaintiff, Defendant established an *in loco parentis* relationship with Plaintiff and in so doing, owed Plaintiff a duty of protect Plaintiff

from injury. Further, Defendant entered into a fiduciary relationship with Plaintiff by undertaking the custody, supervision of, and/or care and guidance of the Plaintiff. Defendant also held a position of empowerment over Plaintiff. Further, Defendant by holding themselves out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. Defendant, through their employees, exploited this power over Plaintiff and, thereby put the minor Plaintiff at risk for sexual abuse.

38. By establishing and/or operating the Bayonne PAL, accepting the minor Plaintiff as a member, holding their facilities and programs out to be a safe environment for Plaintiff, accepting custody of the minor Plaintiff *in loco parentis*, and by establishing a fiduciary relationship with Plaintiff, Defendant entered into an express and/or implied duty to properly supervise Plaintiff and provide a reasonably safe environment for children, who participated in their programs and attended their programs. Defendant owed Plaintiff a duty to properly supervise Plaintiff and to prevent harm from foreseeable dangers. Defendant had the duty to exercise the same degree of care over minors under their control as a reasonably prudent person would have exercised under similar circumstances.

39. By establishing and operating the Bayonne PAL and by accepting the enrollment and participation of the minor Plaintiff as a member of the program, Defendant owed Plaintiff a duty to properly supervise Plaintiff and to prevent harm from generally foreseeable dangers.

40. Defendant owed Plaintiff a duty to protect from harm because Defendant invited Plaintiff onto their property and Hunter posed a dangerous condition on Defendant's property.

41. Defendant breached their duties to Plaintiff. Defendant failed to use ordinary care in determining whether their facilities were safe and/or determining whether they had sufficient information to represent their facilities as safe. Defendant's breach of their duties include but are not limited to: failure to protect Plaintiff from a known danger, failure to have sufficient policies and procedures in place to prevent child sex abuse, failure to properly implement policies and procedures to prevent child sex abuse, failure to take reasonable measures to ensure that policies and procedures to prevent child sex abuse were working, failure to adequately inform families and children of the risk of child sex abuse, failure to investigate risks of child molestation, failure to properly train the employees at institutions and programs within the Bayonne PAL, failure to train the minors within the Bayonne PAL about the dangers of sexual abuse by any and all coaches, staff members, employees and/or others, failure to have any outside agency test their safety procedures, failure to protect the children in their programs from child sex abuse, failure to adhere to the applicable standard of care for child safety, failure to investigate the amount and type of information necessary to represent the programs and people as safe, and/or failure to train their employees to properly identify signs of child molestation by fellow employees.

42. Defendant also breached their duty to Plaintiff by failing to warn Plaintiff and Plaintiff's family of the risk that Hunter posed and the risks of child sexual abuse within its programs.

43. Defendant breached their duties to Plaintiff by failing to use reasonable care. Defendant's failures include, but are not limited to, failing to properly supervise Hunter, failing to properly supervise Plaintiff, and failing to protect Plaintiff from a known danger.

44. Defendant additionally violated a legal duty by failing to report known and/or suspected abuse of children, including Plaintiff, by Hunter and/or its other agents to the police and law enforcement.

45. Defendant knew or should have known that Hunter was a danger to children before he sexually abused Plaintiff.

46. Prior to the sexual abuse of Plaintiff, Defendant learned or should have learned that Hunter was not fit to work with children. Defendant, by and through their agents, servants, and/or employees, became aware, or should have become aware of Hunter's propensity to commit sexual abuse and the risk to Plaintiff's safety. At the very least, Defendant knew or should have known that they did not have sufficient information about whether or not their leaders and people working at the Bayonne PAL, including Hunter, were safe.

47. Defendant knew or should have known that there was a risk of child sex abuse for children enrolled in their programs within the Bayonne PAL. At the very least, Defendant knew or should have known that they did not have sufficient information about whether or not there was a risk of child sex abuse for children enrolled in their programs within the Bayonne PAL.

48. However, despite this knowledge, Defendant negligently deemed that Hunter was fit to work with children, and/or that any previous suitability problems Hunter had were fixed and cured, and/or that Hunter would not sexually molest and/or injure children.

49. Defendant's actions created a foreseeable risk of harm to Plaintiff. As a vulnerable child enrolled in the Bayonne PAL, Plaintiff was a foreseeable victim. Additionally, as a vulnerable child who Hunter had access to through Defendant's facilities and programs, Plaintiff was a foreseeable victim.

50. As a direct and proximate result of the negligence and carelessness of Defendant Bayonne PAL, Plaintiff sustained severe and permanent injuries, including but not limited to pain, suffering, emotional and psychological trauma and humiliation.

WHEREFORE, Plaintiff demands judgment against Defendant Bayonne PAL, or in the alternative for damages, punitive damages, interest, costs of suit, attorney's fees, and such other relief as the Court deems just and equitable.

**COUNT III: NEGLIGENT HIRING, TRAINING, SUPERVISION, AND RETENTION
AGAINST ALL DEFENDANTS**

51. Plaintiff re-alleges and incorporates by reference each and every previous allegation above as if fully stated in this Count.

52. At all times material, Hunter was employed by Defendant and was under Defendant's supervision, employ, and control when he committed the wrongful acts alleged herein. Hunter engaged in the wrongful conduct while acting in the course and scope of his employment with Defendant and/or accomplished the sexual abuse by virtue of his job-created authority.

53. Defendant had a duty, arising from their employment of Hunter, to ensure that Hunter did not sexually molest children.

54. Further, Defendant owed a duty to train and educate employees and administrators and establish adequate and effective policies and procedures calculated to detect, prevent, and address inappropriate behavior and conduct between their employees and children.

55. Defendant breached their duties to Plaintiff by actively maintaining and employing Hunter in a position of power and authority through which Hunter had access to children, including Plaintiff, and power and control over children, including Plaintiff.

56. Defendant was negligent in the training, supervision, and instruction of their employees. Defendant failed to timely and properly educate, train, supervise, and/or monitor their agents or employees with regard to policies and procedures that should be followed when sexual abuse of a child is suspected or observed. Defendant was additionally negligent in failing to supervise, monitor, chaperone, and/or investigate Hunter and/or in failing to create, institute, and/or enforce rules, policies, procedures, and/or regulations to prevent Hunter's sexual abuse of Plaintiff. In failing to properly supervise Hunter, and in failing to establish such training procedures for employees and administrators, Defendant failed to exercise the degree of care that a reasonable prudent person would have exercised under similar circumstances.

57. Defendant negligently retained Hunter with actual and/or constructive knowledge of his propensity for the type of behavior which resulted in Plaintiff's injuries in this action. Defendant failed to investigate Hunter's past and/or current history of sexual abuse and, through the exercise of reasonable diligence, should have known of Hunter's propensity for child sex abuse. Defendant should have made appropriate investigation of Hunter and failed to do so. An appropriate investigation would have revealed the unsuitability of Hunter for continued employment and it was unreasonable for Defendant to retain Hunter in light of the information they knew or should have known.

58. Defendant negligently retained Hunter in a position where he had access to children and could foreseeably cause harm which Plaintiff would not have been subjected to had Defendant taken reasonable care.

59. In failing to timely remove Hunter from working with children or terminate the employment of Hunter, Defendant failed to exercise the degree of care that a reasonably prudent person would have exercised under similar circumstances.

60. Defendant breached the aforesaid duty, and their actions and inactions damaged Plaintiff.

61. As a direct and proximate result of the negligence and carelessness of the Defendant Bayonne PAL, Plaintiff sustained severe and permanent injuries, including but not limited to pain, suffering, emotional and psychological trauma and humiliation.

WHEREFORE, Plaintiff demands judgment against Defendant Bayonne PAL, or in the alternative for damages, punitive damages, interest, costs of suit, attorney's fees, and such other relief as the Court deems just and equitable.

**COUNT IV: FAILURE TO WARN AND IMPLEMENT ADEQUATE CHILD SEX
ABUSE POLICIES
AGAINST ALL DEFENDANTS**

62. Plaintiff re-alleges and incorporates by reference each and every previous allegation above as if fully stated in this Count.

63. At all times relevant, Defendant Bayonne PAL had a duty to (i) warn minors and parents about the risks of child sexual abuse by employees, including Hunter, and (ii) to implement effective policies and procedures to train minors and staff to identify, prevent and report instances of child sexual abuse and other sexually inappropriate conduct.

64. At all times relevant, Defendant Bayonne PAL failed to exercise reasonable care and failed to take reasonable precautions for the safety and well-being of the minors attending the Bayonne PAL, including, but not limited to Plaintiff.

65. At all times relevant, Defendant Bayonne PAL failed to enact and/or enforce adequate written and/or verbal policies, procedures, and regulations to educate, identify, prevent, and stop child sexual abuse from occurring to the children under their care.

66. Defendant Bayonne PAL was negligent and breached the aforesaid duties, and their actions and inactions were unreasonable.

67. Defendant Bayonne PAL's actions and inactions, including, but not limited to, their failure to take appropriate remedial action to prevent and/or address the aforesaid conduct, failure to have an appropriate written procedure to prevent and/or address said conduct, and failure to propound and disseminate policies to educate, identify, prevent, and stop child sexual abuse from occurring, were negligent, improper and careless.

68. As a direct and proximate result of the negligence and carelessness of Defendant Bayonne PAL, Plaintiff sustained severe and permanent injuries, including but not limited to pain, suffering, emotional and psychological trauma and humiliation.

WHEREFORE, Plaintiff demands judgment against Defendant Bayonne PAL, or in the alternative for damages, punitive damages, interest, costs of suit, attorney's fees, and such other relief as the Court deems just and equitable.

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, Matthew J. Shock, Esq. has been designated as trial counsel in connection with the above-captioned matter.

DEMAND FOR INTERROGATORIES

Pursuant to R. 4:17-1 and R. 4:10-2, Plaintiff hereby demands that each defendant provide Answers to Interrogatories prescribed by Form C, the relevant portions of Form C2, and all other relevant forms as set forth in the Rules Governing the Court of the State of New Jersey, Appendix II, Interrogatory Forms.

DEMAND FOR PRODUCTION OF DOCUMENTS

PLEASE TAKE NOTICE that pursuant to Rule 4:18-1, Plaintiff demands the production for purposes of inspection and copying at the offices of Levy Konigsberg LLP, 101 Grovers Mill Road, Suite 200, Lawrenceville, NJ 08648, within 30 days after service of the within pleadings, of the following items pertaining to the allegations of this Complaint:

1. All documents relating to or referring to Defendant's awareness or knowledge of child sex abuse, including, but not limited to, John Hunter.
2. All documents relating to or referring to Defendants' awareness or knowledge of alleged child sex abuse by its agents, including, but not limited to, John Hunter.
3. All transcripts or recordings of testimony, pleadings and discovery responses in any civil case, administrative action, or insurance action arising in whole or in part from the acts or conduct of any and all coaches, leaders, staff members and/or employees accused of sexually molesting minors, including, but not limited to, John Hunter.
4. All documents identifying, referring or relating to any and all coaches, leaders, staff members and/or employees who have worked or continue to work for the Bayonne PAL who have been accused of sexually assaulting minors.
5. The complete employment files of John Hunter.

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to Rule 4:10-2(b), demand is hereby made that Defendant discloses to Plaintiff's attorneys whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and provide Plaintiffs' attorney with true copies of those agreements or policies, including, but not limited to, any and all declaration sheets. This demand shall include and cover not only primary coverage, but also any and all excess catastrophe and umbrella policies.

NOTICE TO PRESERVE EVIDENCE AND ELECTRONICALLY STORED INFORMATION

Please take notice that Plaintiff during the course of this lawsuit will request from the Defendant the discovery of electronically stored information (ESI). ESI may be present on home and business computers, cell phones, hard drives, floppy discs, DVDs and CDs, flash memory, voice mail systems, e-mail programs, PDAs, tablets, web pages, server backup tapes, etc. Defendant should not destroy any such materials, which may be relevant to this case. Defendants should take steps to preserve *all* information related in any way to Plaintiff and/or this lawsuit, irrespective of how it is stored. Storage and retention policies for all systems should be reviewed, and any automatic purges, deletions or write-overs must be stopped until this litigation is concluded.

Failure to ensure that all currently existing ESI is maintained and protected may subject the Defendant to sanctions and adverse inferences for spoliation of evidence. Counsel for the respective parties can discuss how ESI will be exchanged.

Dated: March 31, 2021

LEVY KONIGSBERG, LLP

/s/ Matthew J. Shock
Matthew J. Shock, Esq.
Anna Kull, Esq.

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Attorneys for Plaintiff

ATTORNEY CERTIFICATION

Pursuant to Rule 4:5-1, the undersigned hereby certifies that at the time of filing this Complaint, the matter in controversy is not the subject of any other action pending in any court and/or arbitration proceeding. The undersigned is unaware of any non-party who should be joined in this action.

I hereby 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: March 31, 2021

LEVY KONIGSBERG, LLP
Attorneys for Plaintiff

/s/ Matthew J. Shock
Matthew J. Shock, Esq.