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JOHN DOE HF,

Plaintiff,

-against-

**MARIST HIGH SCHOOL, MARIST
BROTHERS PROVINCE OF THE UNITED
STATES,**

Defendants.

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

DOCKET NO.

CIVIL TORT ACTION

**COMPLAINT AND
DEMAND FOR JURY TRIAL**

Plaintiff, John Doe HF, by and through undersigned counsel, complaining of the Defendants, upon information and belief, alleges as follows:

PARTIES

1. This Complaint arises from the sexual abuse of Plaintiff John Doe HF by Br. Damian Victor during the 1965 – 1967 school years, when Plaintiff was fourteen 14 - 15 years-old. These incidents occurred while Plaintiff was a student at Marist High School. The sexual abuses consisted of Br. Damian Victor touching Plaintiff's genitals.

2. Plaintiff John Doe HF is an adult resident of the State of New Jersey and is otherwise *sui juris*. Given the nature of the allegations, Plaintiff has elected to proceed using the pseudonym John Doe HF in this matter because disclosure of Plaintiff's identity would cause additional injury to the Plaintiff. John Doe HF's identity has been or soon will be made known to Defendants under separate cover.

3. Defendant Marist Brothers Province of the United States is a Province of a Roman

Catholic Religious Order and is an unincorporated nonprofit business entity licensed to and doing business in the State of New Jersey with a principal place of business at 1241 Kennedy Blvd., Bayonne New Jersey 07002. Defendant Marist Brothers Province of the United States is a successor nonprofit business entity to the unincorporated nonprofit business entity of the Marist Brothers Province of Esopus. Hereafter, the term “Marists” will be used to refer to the Defendant Marist Brothers Province of the United States and its predecessors.

4. Defendant Marist High School is a Roman Catholic high school that is owned and operated by the Marists and is an unincorporated New Jersey business entity with a principal place of business at 1241 Kennedy Blvd., Bayonne New Jersey 07002.

JURISDICTION

5. Jurisdiction is proper because the sexually abusive acts and related negligence occurred in Hudson County and the Defendants are domiciled in Hudson County.

VENUE

6. Venue is proper in this Court because the acts and omissions giving rise to this Complaint occurred in Hudson County and the Defendants are domiciled in Hudson County.

BACKGROUND FACTS

7. Plaintiff brings this suit within the extended time period as provided for in N.J.S.A. 2A:14-2b and New Jersey Stat. Sections 208 and 214-G of the Civil Practice Law.

8. At all times material, Br. Damian Victor a/k/a Br. Damian Galligan (hereafter “Br. Damian Victor”) was an ordained Roman Catholic Brother employed by and an agent of Defendant Marist Brothers Province of the United States and the Defendant Marist High School as a teacher.

9. At all times material, Br. Damian Victor remained under the direct supervision of the Defendant Marist Brothers Province of the United States, or its predecessors.

10. At all times material, Br. Damian Victor remained under the control of the Defendant Marist Brothers Province of the United States, or its predecessors.

11. At all times relevant, Defendant Marist Brothers Province of the United States was the legal owner, tenant and/or occupier of the Marist High School.

12. From 1953 through 1954, Br. Damian Victor was a teacher at Mount St. Michael Academy in Bronx, New York.

13. From 1959 through 1964, Br. Damian Victor was a teacher at St. Joseph's Academy in Laredo, Texas.

14. From 1965 through 1967, Br. Damian Victor was a teacher at Defendant Marist High School in Bayonne, New Jersey.

15. It is not know where Br. Damian Victor was assigned from 1967 through 1977.

16. From 1977 through 1987, Br. Damian Victor was assigned to the Church of the Nativity of Our Blessed Lady in Bronx, New York under the name Br. Damian Galligan.

17. At least three (3) lawsuits have been filed relating to sexual abuse of children while Br. Damian Victor was at the Church of the Nativity of Our Blessed Lady.

18. By holding Br. Damian Victor out as safe to work with children, and by undertaking the custody, supervision of, and/or care of the minor Plaintiff, Defendants entered into a special relationship with the minor Plaintiff. As a result of Plaintiff being a minor, and by Defendant's undertaking the care and guidance of the then vulnerable Plaintiff, Plaintiff was uniquely vulnerable, without his parents and incapable of self-protection.

19. Furthermore, Defendants, by holding themselves out as being able to provide a safe environment for children, solicited and/or accepted this position of empowerment. This empowerment prevented the Plaintiff from effectively protecting himself, and Defendants thus

entered into a special relationship with Plaintiff. By holding themselves out as a safe, moral, and trusted institution to Plaintiff's parents, Defendants induced Plaintiff's parents to entrust their child to Defendants and thereby deprived Plaintiff of the protection of his family.

20. At all times material, Br. Damian Victor's sexual abuse of Plaintiff was foreseeable. The problem of clergy sexual abuse of minors is well-documented throughout the history of the Roman Catholic Church. As far back as 1051, St. Peter Damian wrote in the *Book of Gomorrah* that clergy who defiled boys should be dismissed from holy orders. (*Book of Gomorrah*, Ch. 6). Later, St. Peter Damian wrote in his *Rule of the Monastery of Compludo*, about the punishment for "A cleric or monk who seduces youths or young boys" being public flogging, loss of tonsure and six months in jail, among other punishment. In 1143 or 1144, a professor at the University of Bologna named Gratian, known as the "Father of the Science of Canon Law," identified in his work the *Decretum*, the sexual sin by a priest that he called *stuprum pueri*, which is the sexual use of boys by an adult male.

21. In 1961, the Vatican issued an instruction on the training of candidates for the priesthood, which was based upon the 1917 Code of Canon Law which stated:

Advancement to religious vows and ordination should be barred to those who are afflicted with evil tendencies to homosexuality or pederasty, since for them the common life and priestly ministry would constitute serious dangers.

22. This knowledge that Catholic clergy were sexually abusing minors continued through the middle ages and into recent history. In 1962, Pope John XXIII approved the publication *De Modo Procedendi in Causis Solicitationis*, a special procedural law for solicitation of sex in the confessional. This document contained prohibitions prohibiting clergy from having sex with minors under the age of sixteen. This document was distributed to every bishop and

major religious superior in the world and was to be kept by them with the deepest secrecy. In addition, this document reflected the Catholic Church's insistence on maintaining the highest degree of secrecy regarding the worst sexual crimes perpetrated by clergy.

23. In 1947, a priest named Fr. Gerald Fitzgerald founded a religious order of priests called the Servants of the Paracletes. This religious order was founded in order to assist and treat Catholic clergy who experienced mental health problems. By 1952, Fr. Fitzgerald wrote that he had already treated a handful of priests who had sexually abused minors. By 1963, the Paracletes were treating so many sexually abusive clergy that they developed a shorthand code, "code 3," to describe the offense. By 1966, the Paracletes began specializing in treatment of pedophile Catholic clergy.

24. As early as 1971, the issue of sexual misconduct by clergy was being discussed in the Commonwealth of Massachusetts. Bishop Bernard Flanagan, Bishop of Worcester (Massachusetts) testified that as early as February 1971, there had been discussions about sexual misconduct among priests. According to Bishop Flanagan, "I think by 1971 I had heard of other cases of this type [sic] sexual misconduct and I knew that they were taking place in other dioceses too."

25. That same year, Dr. Conrad Baars and Dr. Anna Terruwe presented a scholarly paper titled *The Role of the Church in the Causation, Treatment and Prevention of the Crisis in the Priesthood* to the 1971 Synod of Bishops at the Vatican and to the U.S. Conference of Catholic Bishops about psychiatric problems in Catholic clergy and how psychosexual immaturity manifested itself in heterosexual and homosexual activity.

26. In 1990, psychologist and priest, A.W. Richard Sipe, published a study involving 1,500 priests that concluded that six (6) percent of priests were sexually involved with minors.

27. In 1985, the public prosecution of a priest in Lafayette, Louisiana led to the creation of the 100-page document titled “*The Problem of Sexual Molestation by Roman Catholic Clergy: Meeting the Problem in a Comprehensive and Responsible Manner*” by Fr. Thomas Doyle, F. Ray Mouton and Fr./Dr. Michael Peterson. This document was distributed to every Catholic Bishop and religious order ordinary in the United States. A significant portion of this document describes how significant that the sexual abuse of children by Catholic clergy had become.

28. Defendants allowed Br. Damian Victor to have unsupervised and unlimited access to the minor Plaintiff, at Marist High School in Bayonne, New Jersey, located at the time within the Marist Brothers Province of the United States, or its predecessors.

29. Upon information and belief, before Plaintiff was sexually abused by Br. Damian Victor, Defendants had actual or constructive knowledge of material facts regarding Br. Damian Victor’s sexual misconduct, impulses, and behavior.

30. Plaintiff was raised in a devout Roman Catholic family, regularly celebrated mass, altar boy, received the sacraments, and participated in church-related activities. Plaintiff, therefore, developed great admiration, trust, reverence, and respect for the Roman Catholic Church and its agents, the Marist Brothers Province of the United States and its agents, including Br. Damian Victor.

31. Defendants held Br. Damian Victor out as a qualified Roman Catholic brother, and undertook the education, religious instruction, and spiritual and emotional guidance of Plaintiff. The Provincial for the Marianists exercised a direct role over Plaintiff. Accordingly, Plaintiff placed trust in Defendants so that Defendants and their agents gained superiority and influence over Plaintiff. Defendants entered into a special relationship with the Plaintiff and his family.

**COUNT 1 - NEGLIGENCE AGAINST THE DEFENDANT MARISTS AND
DEFENDANT MARIST HIGH SCHOOL**

32. Plaintiff realleges, incorporates and restates all previous paragraphs as if set forth fully herein.

33. At all material times, Defendants Marist Brothers Province of the United States and Marist High School, by and through their agents, managers, employees, and directors owed a duty to Plaintiff to use reasonable care to protect his safety, care, well-being and health while he was under the care, custody or in the presence of the Defendants. These duties encompassed the use of reasonable care in the retention and supervision of Br. Damian Victor and otherwise providing a safe environment for children.

34. Defendants owed Plaintiff a duty of reasonable care because it assumed duties owed to Plaintiff and had superior knowledge about the risk that Br. Damian Victor posed to Plaintiff, the risk of abuse in general in its programs, and/or the risks that their facilities posed to minor children. Defendants had the duty to protect the moral purity of Plaintiff and other Roman Catholic children within the Marist Brothers Province of the United States.

35. Defendants owed Plaintiff a duty of reasonable care because they assumed that duty and because they solicited youth and parents for participation in its youth programs.

36. Defendants owed Plaintiff a duty of reasonable care because they undertook custody of minor children, including Plaintiff.

37. Defendants owed Plaintiff a duty of reasonable care because they promoted its facilities and programs as being safe for children.

38. Defendants owed Plaintiff a duty of reasonable care because they held out its agents including Br. Damian Victor as safe to work with children.

39. Defendants owed Plaintiff a duty of reasonable care because they encouraged

parents and children to spend time with its agents; and/or encouraged its agents, including Br. Damian Victor, to spend time with, interact with, and recruit children.

40. Defendants had a duty to Plaintiff to protect him from harm because Defendants' actions created a foreseeable risk of harm to Plaintiff.

41. Defendants breached their duties by exposing Plaintiff to pedophiles.

42. Defendants breached their duties by exposing Plaintiff to a Brother Defendants knew or should have known were pedophiles.

43. Defendants breached their duties by recruiting, hiring, and maintaining Br. Damian Victor in a position of authority over children.

44. Defendants breached their duties by exposing Br. Damian Victor to children.

45. Defendants breached their duties by leaving Br. Damian Victor alone with children unsupervised.

46. Defendants breached their duties by inducing Plaintiff and his parents to entrust Plaintiff to Br. Damian Victor.

47. Defendants breached their duties by failing to follow policies and procedures designed to prevent child sex abuse and/or failing to implement sufficient policies and procedures to prevent child sex abuse.

48. Defendants breached their duties by failing to take reasonable measures to make sure that policies and procedures to prevent child sex abuse were working.

49. Defendants breached their duties by failing to adequately inform families and children of the known risks of child sex abuse within the Marist Brothers Province of the United States.

50. Defendants breached their duties by holding out their employees and agents,

including Br. Damian Victor, as safe and wholesome for children to be with.

51. Defendants breached their duties by failing to investigate risks of child molestation.

52. Defendants breached their duties by failing to properly train the workers at institutions and programs within Defendants' geographical confines.

53. Defendants breached their duties by failing to have any outside agency test their safety procedures.

54. Defendants breached their duties by failing to protect the children in their programs from child sex abuse; failing to adhere to the applicable standard of care for child safety.

55. Defendants breached their duties by failing to investigate the amount and type of information necessary to represent the institutions, programs, and leaders and people as safe.

56. Defendants breached their duties by failing to respond to and/or investigate information of improper conduct of employee or agent with children, including Br. Damian Victor.

57. Defendants breached their duties by failing to properly train their employees to identify signs of child molestation by fellow employees.

58. Defendants breached their duty to use ordinary care in determining whether their facilities were safe and/or to determine whether they had sufficient information to represent their facilities as safe.

59. Defendants breached their duty of care by recruiting, hiring, and maintaining Br. Damian Victor at their facilities.

60. Defendants breached their duty of care by maintaining a dangerous condition on the premises of their facilities (i.e., a Brother Defendants knew or should have known posed a risk of pedophilic harm to children).

61. Defendants breached their duty of care by holding out their facilities as a safe and

moral place for children, which they were not.

62. Defendants breached their duty of care by failing to have sufficient policies and procedures to prevent abuse at their facilities.

63. Defendants breached their duty of care by failing to investigate risks at their facilities.

64. Defendants breached their duty of care by failing to properly train the workers at their facilities.

65. Defendants breached their duty of care by failing to investigate the amount and type of information necessary to represent their facilities as safe.

66. Defendants breached their duties to Plaintiff by holding out clergy members, including Br. Damian Victor, as safe, moral, and trustworthy people and by failing to warn Plaintiff and his family of the risk that Br. Damian Victor posed and the known risks of child sexual abuse by clerics in general.

67. Defendants also failed to warn Plaintiff about any of the knowledge that the Defendants had about child sex abuse perpetrated by clergy or Br. Damian Victor.

68. Defendants further breached their duties by hiding a pedophile and engaging in a cover-up of abuse perpetrated by Br. Damian Victor.

69. Defendants knew or should have known that some of the leaders and people working at Catholic institutions within the Marist Brothers Province of the United States were not safe for children.

70. Defendants knew or should have known that they did not have sufficient information about whether or not their leaders and people working at Catholic institutions within the Marist Brothers Province of the United States were safe around children.

71. Defendants knew or should have known that there was a risk of child sex abuse for children participating in Catholic programs and activities within the Marist Brothers Province of the United States.

72. Defendants 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 participating in Catholic programs and activities within the Marist Brothers Province of the United States.

73. Defendants knew or should have known that they had other agents who had sexually molested children. Defendants knew or should have known that child molesters have a high rate of recidivism. Defendants knew or should have known that there was a specific danger of child sex abuse for children participating in Defendants' youth programs.

74. Defendants held their leaders and agents out as people of high morals, as possessing immense power, teaching families and children to obey these leaders and agents, teaching families and children to respect and revere these leaders and agents, soliciting youth and families to their programs, schools, marketing to youth and families, recruiting youth and families, and holding out the people that worked in the programs as safe for children/youth.

75. Defendants made negligent representations to Plaintiff and his family during each and every year of his minority. Plaintiff and/or his family relied upon these representations, which resulted in Plaintiff being put in a vulnerable situation with Br. Damian Victor who harmed him.

76. In approximately 1965 - 1967, when Plaintiff was approximately 14 -15 years old, Plaintiff was a student at Marist High School. At about this same time, Br. Damian Victor sexually abused Plaintiff.

77. Br. Damian Victor engaged in unpermitted, harmful, and offensive sexual contact with the Plaintiff on the physical premises of and around Marist High School. Br. Damian Victor

sexually assaulted Plaintiff when Plaintiff was a minor.

78. Defendants allowed Br. Damian Victor to have unsupervised and unlimited access to young children at Marist High School located at the time within the Marist Brothers Province of the United States.

79. At all times material, Br. Damian Victor was on duty as a brother 24 hours per day, 7 days per week.

80. At all times material, Defendants had the right to control the means and manner of Br. Damian Victor's performance.

81. At all times material, Defendants paid Br. Damian Victor's salary.

82. At all times material, Defendants paid for Br. Damian Victor's health insurance and other benefits.

83. At all times material, Defendants furnished an office and other materials, supplies, and tools required for Br. Damian Victor to perform in position as a brother and teacher.

84. At all times material, Defendants controlled the premises where Br. Damian Victor performed as a Brother.

85. At all times material, Defendants had the power to terminate the employment of Br. Damian Victor.

86. Upon information and belief, before Plaintiff was sexually abused by Br. Damian Victor, Defendants had actual or constructive knowledge of material facts regarding Br. Damian Victor's sexual misconduct, impulses, and behavior, but failed to act on that knowledge and exposed Plaintiff as a child to Br. Damian Victor, thereby increasing the likelihood that Plaintiff would be harmed.

87. As a direct result of Defendants' negligence, breached duties, the sexual abuse,

sexual exploitation, and Defendants' conduct, Plaintiff has suffered and will continue to suffer great pain of mind and body, severe and permanent emotional distress, physical manifestations of emotional distress, embarrassment, loss of self-esteem, humiliation and psychological injuries, was prevented and will continue to be prevented from performing his normal daily activities and obtaining the full enjoyment of life, has incurred and will continue to incur expenses for medical and psychological treatment, therapy, and counseling all to this Plaintiff's damage in excess of the jurisdiction of all lower courts.

**COUNT 2 - RESPONDEAT SUPERIOR/VICARIOUS LIABILITY AGAINST
THE DEFENDANT MARIANISTS AND DEFENDANT MARIST HIGH
SCHOOL**

88. Plaintiff realleges, incorporates, and restates all previous paragraphs as if set forth fully herein.

89. Among other duties, Defendants employed Br. Damian Victor to operate programs, including youth and spiritual counseling programs at Marist High School.

90. Defendants created a master-servant relationship with Br. Damian Victor, employing him to interact and supervise children participating in programs at Marist High School.

91. The unwanted contact by Br. Damian Victor upon Plaintiff occurred during his regular working hours and at the place of his employment with Defendants while performing duties of a Brother on behalf of his employers.

92. The sexual contact by Br. Damian Victor occurred in the course and scope of his employment with Defendants.

93. The sexual contact by Br. Damian Victor occurred when Br. Damian Victor purported to act on behalf of the Defendants, upon which the Plaintiff and his family relied.

94. The sexual contact by Br. Damian Victor occurred as a result of the authority from

and the agency relationship with the Defendants.

95. The sexual contact by Br. Damian Victor was generally foreseeable to Defendants.

96. The sexual contact by Br. Damian Victor was closely connected to what they were employed to do as a Brother with Defendants, and/or was otherwise naturally incidental to his job duties.

97. Br. Damian Victor's conduct was motivated, at least in part, by a desire to serve his employer's business interests or otherwise meet the objectives of his employment, however misguided.

98. Alternatively, Br. Damian Victor's conduct constituted an authorized, minor deviation from his employment that was authorized and/or ratified by Defendants.

99. As a direct and proximate result of Br. Damian Victor's conduct, Plaintiff has suffered damages for which his employer is now liable.

COUNT 3 - NEGLIGENCE RETENTION AND SUPERVISION AGAINST THE DEFENDANT MARIANISTS AND DEFENDANT MARIST HIGH SCHOOL

100. Plaintiff realleges, incorporates, and restates all previous paragraphs as if set forth fully herein.

101. Defendants had a duty to use reasonable care in supervising and retaining their employees.

102. Defendants had a duty to not retain an employee who was unfit for the position to which the employee was assigned.

103. Prior to the sexual misconduct perpetrated by Br. Damian Victor upon Plaintiff, Defendants Marist Brothers Province of the United States and Marist High School knew, or in the exercise of reasonable care, should have known, of the general problem of Catholic clergy engaging in sexual misconduct with children who were in Marist Brothers Province of the United

States and Marist High School programs.

104. Prior to the sexual misconduct perpetrated by Br. Damian Victor upon Plaintiff, Defendants Marist Brothers Province of the United States and Marist High School knew, or in the exercise of reasonable care, should have known, that Br. Damian Victor were unfit for the duties assigned to him, that he did not exhibit appropriate behavior with children, and otherwise posed a risk of perpetrating unwanted sexual contact upon children.

105. Given actual or constructive knowledge of Br. Damian Victor's dangerous propensities specifically, the Defendants had a duty to act reasonably in all decisions relating to his supervision, and retention as employees.

106. Defendants failed to exercise reasonable care in one or more of their decisions to supervise and retain Br. Damian Victor and therefore exposed Plaintiff to an unreasonable risk of harm.

107. Defendants Marist Brothers Province of the United States and Marist High School affirmed and ratified Br. Damian Victor's misconduct with Plaintiff. Given the actual and constructive knowledge of the likelihood that Br. Damian Victor and/or other clergy would engage children in unwanted sexual contact, the unwanted sexual contact of Plaintiff was reasonably foreseeable to Defendants Marist Brothers Province of the United States and Marist High School.

108. Defendants Marist Brothers Province of the United States and Marist High School and their agents had superior knowledge of the likelihood that Br. Damian Victor would engage in unwanted sexual contact with children that they encountered in his position as a brother and teacher, and had a duty to take precautions to lessen the risk that Plaintiff would be the victim of unwanted sexual contact.

109. At all relevant times, Defendants Marist Brothers Province of the United States' and Marist High School's acts and omissions created an environment which fostered unwanted sexual contact and exploitation against the people it had a duty to protect, including Plaintiff.

110. At all relevant times, Defendants had inadequate policies and procedures to protect children entrusted to their care and protection, including Plaintiff, which substantially contributed to the creation of a dangerous environment.

111. Under the circumstances described herein, it was foreseeable to Defendants that Br. Damian Victor posed a risk of harm to students, including Plaintiff.

112. As a direct and proximate result of the negligence of Defendants, Plaintiff suffered severe and permanent psychological, emotional and physical injuries, shame, humiliation and the inability to lead a normal life, and has incurred and/or will incur costs for treatment and will continue to do so in the future. These injuries are permanent and ongoing in nature.

**COUNT 4 - NEGLIGENCE/PREMISES LIABILITY AGAINST DEFENDANT
MARIANISTS AND DEFENDANT MARIST HIGH SCHOOL**

113. Plaintiff realleges, incorporates, and restates all previous paragraphs as if set forth fully herein.

114. Plaintiff was a business invitee of Defendants when Br. Damian Victor engaged him in unwanted sexual contact.

115. Defendants owed Plaintiff a duty to protect him from dangerous conditions on their premises that they knew about, or in the exercise of reasonable care could have discovered.

116. Defendants owed Plaintiff a duty to provide a reasonably safe environment where he would be free from the threat of unwanted sexual contact while on Defendants' premises.

117. Defendants owed Plaintiff a duty to take reasonable precautions to ensure him safety while on the premises of Defendants.

118. Prior to the sexual misconduct perpetrated by Br. Damian Victor upon Plaintiff, Defendants knew, or in the exercise of reasonable care, should have known, of the general problem of priests and other clergy engaging in sexual misconduct with children.

119. Prior to the sexual misconduct perpetrated by Br. Damian Victor upon Plaintiff, Defendants knew, or in the exercise of reasonable care, should have known, that Br. Damian Victor was unfit for the intimate duties assigned to them, that they did not exhibit appropriate behavior with children, and otherwise posed a risk of perpetrating unwanted sexual contact upon children.

120. Defendants breached the duty owed to Plaintiff by failing to make the premises reasonably safe for Plaintiff despite what they knew or should have known about the existence of a potential threat of harm to Plaintiff on their premises.

121. Defendants breached the duty they owed to Plaintiff by failing to warn Plaintiff of the dangers and risks involved in participating in programs at Marist High School given their superior knowledge of the potential risk of harm to Plaintiff.

122. At all relevant times, Defendants had inadequate policies and procedures to protect children entrusted to their care and protection, including Plaintiff, which substantially contributed to the creation of a dangerous environment.

123. As a direct and proximate result of the negligence of Defendants, Plaintiff suffered severe and permanent psychological, emotional and physical injuries, shame, humiliation and the inability to lead a normal life, and has incurred and/or will incur costs for treatment and will continue to do so in the future. These injuries are permanent and ongoing in nature.

DEMAND FOR COMPLIANCE WITH RULES 1:5-1(a) AND 4:17-4(c)

TAKE NOTICE that the undersigned attorney, counsel for the plaintiff, hereby demands, pursuant to the provisions of Rules 1:5-1(a) and 4:17-4(a), that each party serving pleadings or

interrogatories and receiving responses there too shall serve copies of all such pleadings, interrogatories, and responses there to upon the undersigned, and further

TAKE NOTICE that this is a continuing demand.

NOTICE OF OTHER ACTIONS

Pursuant to the provisions of Rule 4:5-1, I certify as follows:

- a. The matter in controversy is neither the subject of any other action pending in any other court nor of a pending arbitration proceeding.
- b. It is not anticipated that the matter in controversy will become the subject of any other action pending in any other court or of a pending arbitration proceeding.
- c. All parties who should have been joined in this action have been so joined.

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

DESIGNATION OF TRIAL ATTORNEY

PLEASE TAKE NOTICE that pursuant to the provisions of Rules Governing the Courts of the State of New Jersey, Patrick Noaker, is hereby designated as the attorney who will try this case.

DEMAND FOR TRIAL BY JURY

PLEASE TAKE NOTICE that plaintiff demands a trial by jury of 12 to all issues pursuant to the Rules of this Court.

WHEREFORE, Plaintiff demands judgment against the Defendants for a sum in excess of the jurisdictional limits of all lower courts on each and every Cause of Action stated above, together with the costs and disbursements and other expenses necessary in this action.

Dated: November 11, 2020

Respectfully,



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