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**Attorney(s) for Plaintiffs Estate of Anthony S. Martino, Jr. and Anthony J. Martino
Attorney ID#: 004291998**

ESTATE OF ANTHONY S. MARTINO, JR. and ANTHONY J. MARTINO,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION: ESSEX COUNTY
	:	
	:	DOCKET NO.: ESX-L- -22
	:	
Plaintiffs,	:	<u>CIVIL ACTION</u>
	:	
v.	:	
	:	COMPLAINT
THE CANTERBURY AT CEDAR GROVE, CARE AND REHABILITATION; WINDSOR HEALTHCARE; HYMAN JACOBS, JOHN AND JANE DOES 1-10 (DOCTORS, NURSES, PHYSICIAN'S ASSISTANTS, NURSE PRACTITIONERS, ETC.); and ABC AND XYZ CORPORATIONS 1-10,	:	
	:	
Defendants.	:	

Plaintiffs, Estate of Anthony S. Martino, Jr. and Anthony J. Martino, by and through their attorney(s) do say:

PARTIES

1. Plaintiff Anthony J. Martino is the son of the deceased, Anthony S. Martino, Jr., and is a resident of the State of New Jersey and has applied to become administrator of the Estate of Anthony S. Martino, Jr. Anthony J. Martino brings this action on behalf of the Estate of Anthony S. Martino, Jr., in his own right and on behalf of all "others similarly situated," whether deceased or next of kin and/or heirs of the deceased.

2. Plaintiff(s) are representing all “others similarly situated,” in this Class Action, such as those residents and/or patients that died as a result of the Defendants’ failures in protecting them from the Covid-19 virus during and throughout the outbreak and pandemic, and their heirs, survivors and next of kin.

3. Defendant “The Canterbury at Cedar Grove, Care and Rehabilitation” is located at: 398 Pompton Ave, Cedar Grove, NJ 07009, and is owned by Defendants Windsor Healthcare and Hyman Jacobs (collectively hereinafter referred to as “Windsor Healthcare”).

4. JOHN and JANE Does 1-10 are as yet unnamed health care professionals (medical doctors, nurses, physician’s assistants and other medical professionals duly licensed to practice medicine under the laws of the State of New Jersey), and/or administrators, and/or aides, and/or sanitation workers, and/or orderlies and/or food preparation employees, and/or security officers, who worked at Defendants The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare facility; ABC and XYZ CORPORATIONS 1-10 are as yet unnamed entities, agents, managers, owners, operators that owned and/or operated Defendants The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare.

STATEMENT OF FACTS

5. In or about January of 2020, Defendants were made aware of a virus spreading world-wide and nationally, known as Covid-19, that caused severe medical distress and death in individuals who caught the disease, especially the elderly.

6. COVID-19 can spread rapidly in long-term residential care facilities and persons with chronic underlying medical conditions are at greater risk for COVID-19.

7. In fact, in February 2020, at a health care facility in Washington State, residents and/or patients there were the first in the nation to suffer from and die as a result

of the Covid-19 virus; news of the dire situation and the first deaths in the United States at the Life Care Center in Kirkland, Washington was widespread.

8. Defendants The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare first declared a Covid-19 outbreak in late March of 2020.

9. Despite these facts, Defendants failed to take the proper steps to protect the residents and/or patients at their facility from the Covid-19 virus.

10. Evidently, at first, Defendants' management provided masks only to registered nurses, not to others who also interacted with residents, including housekeepers, recreation therapists and nursing assistants, among other potential miscues.

11. As a consequence of Defendants' failures in this regard, Anthony S. Martino, Jr., a resident/patient, died on April 4, 2020, with his cause of death confirmed as "acute respiratory failure likely from Covid-19 infection."

12. In the wake of the outbreak and the aforementioned failures, other patients were infected and died at Defendants' facility from Covid-19 infections, and there may be more deaths.

13. Mr. Martino's death and that of the other residents/patients were a direct result of Defendants' failures to take measures to protect them at the facility from the deadly Covid-19 virus, and/or medical malpractice.

14. As a direct and foreseeable consequence of the Defendants' failures in taking safety precautions during the Covid-19 outbreak (pandemic), members of the Class sustained loss, damages, injury and death, and their survivors and/or heirs have also sustained loss and damages as a direct consequence of the same.

15. The claims asserted herein are premised on negligence and gross negligence, wrongful death and medical malpractice. Plaintiffs also seek recovery of damages, replete with punitive damages, from all of the Defendants based upon the

aforementioned causes of action, and, conduct that was grossly reckless, willful, and wanton, in the face of the Covid-19 outbreak and pandemic.

CLASS REPRESENTATION ALLEGATIONS

16. As described above, this is an individual and Class Action pursuant to Rule 4:32 of the Rules Governing the Courts of the State of New Jersey on behalf of all persons that, on and after January 1, 2020 through the Present, were residents and/or patients of Defendants The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare and who died as a result of the Covid-19 outbreak at that facility.

17. There are questions of law and fact which are common to members of the Class which predominate over questions affecting any individual class member. The common questions include, *inter alia*, the following:

- (a) Whether the fact that the Defendants permitted visitors and/or employees to come to work without first taking their temperatures or requiring them to wear protective masks and/or gear while working with or near the residents and/or patients at the Defendant facility;
- (b) Whether the fact that the lack of safety and/or preventative measures in the wake of the Covid-19 outbreak and pandemic caused the putative Plaintiff(s) to suffer needlessly and die;
- (c) Whether the actions or inactions of the Defendants that precipitated and/or caused these safety measure lapses were abnormally dangerous and/or in wanton, willful or reckless disregard of the safety and interests of the members of the Class;
- (d) Whether the actions of the Defendants were negligent causing damages to the members of the Class;

- (e) Whether members of the Class sustained damages as a result of the Defendants' safety measures breakdowns and failures;
- (f) Whether the damages sustained by members of the Class were foreseeable by the Defendants, given the widespread news of the injury and death in the wake of the Covid-19 outbreak and pandemic in the United States and the lack of preparedness and taking of proper measures to ensure resident and/or patient safety at the Defendant facility;
- (g) Whether the conduct of the Defendants, was reckless and/or grossly negligent; and
- (h) Whether the Defendants are liable to the Class for punitive damages.

18. Plaintiff(s) in this proposed class action assert claims typical of those of the individual members of the proposed Class, namely: negligence, gross negligence, wrongful death and medical malpractice. Plaintiff(s) interests are not antagonistic to or in conflict with the Class as a whole. Moreover, Plaintiff(s) and the members of the Class suffered damages in the same or similar ways as a result of the Defendants' actions and/or inactions as described, *infra* and *supra*. In addition, Plaintiff(s) and the members of the Class are relying on the same legal theories and causes of action.

19. There are approximately 50-plus total members of this Class currently (possibly more), without consideration of next of kin, survivors and/or heirs. Therefore, joinder of all members of the Class would be impracticable.

20. The named Plaintiff(s) will fairly and adequately protect and represent the interests of each member of the Class. Among other things, Plaintiffs have suffered the same or similar harm as the other members of the Class and will zealously pursue their claims against the Defendants. In addition, Counsel for Plaintiffs(s) is amply qualified to represent the interests of the Class. Counsel is a respected member of his legal community,

who has been continuously Certified by the Supreme Court as a Civil Trial Attorney since March 6, 2007 (re-certified in 2013, and re-certified again in 2017/2018), and has engaged in complex civil litigation in the State of New Jersey for the past nearly twenty-four (24) years, including medical malpractice matters and class action case(s).

21. A class action is superior method for adjudicating the controversy. First, the thousands of dollars that would be required to litigate this case on an individual basis make it unlikely that members of the Class will seek redress for the wrongful conduct alleged. Moreover, it is desirable to concentrate the litigation in a single forum since the disposition of Class members' claims in a class action will provide substantial benefits to both the parties and the Court, and denial of class certification may result in a multitude of individual suits, with the potential for incongruity of adjudication and results. Finally, no unusual difficulties are likely to be encountered in the management of this class action, as it is fairly straight forward. The proceedings can be structured to simplify the initial trial on common issues. In addition, the Court has flexibility to manage special claims through the creation of a subclass or subclasses and though deferral of individual claims to subsequent claims proceedings.

FIRST COUNT
(Negligence – Wrongful Death
as to Defendants The Canterbury at Cedar Grove, Care and Rehabilitation
and/or Windsor Healthcare)

22. Plaintiffs hereby incorporate by reference each of the preceding allegations as though fully set forth herein.

23. Defendants The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare owed a duty to Anthony S. Martino, Jr., and the residents and/or patients at the The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare facility to keep them safe from outside diseases and/or outbreaks of viruses.

24. Said Defendants breached their duty to Anthony S. Martino, Jr., and the residents and/or patients at the The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare by failing to monitor outside visitors to the facility, failing to monitor food preparation and distribution, failing to monitor employees, and failing to monitor other residents, etc., when the same were dealing with the residents and/or patients at the facility in order to prevent the spread of the Covid-19 virus therein; furthermore, said Defendants breached their duty to Anthony S. Martino, Jr. and the residents and/or patients at the The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare by failing to have (or implement) proper protocols and procedures, and/or failing to have or provide personal protective equipment, in place for the prevention of the spread of the Covid-19 virus, and/or by failing to properly execute existing protocols and procedures set in place to prevent the spread of the Covid-19 virus.

25. As a direct, proximate and foreseeable consequence of that negligent and careless conduct, Anthony S. Martino, Jr., and members of the Class caught the Covid-19 infection and thereafter sustained death, loss and injury, and are entitled to damages.

WHEREFORE, Plaintiffs, on behalf of themselves and the members of the Class, respectfully seek and demand judgment as follows:

- A. A determination that this action is a proper class action maintainable under Rule 4:32 of the Rules Governing the Courts of the State of New Jersey; and
- B. An Order certifying the Class defined above and appointing the undersigned as counsel for the Plaintiffs and the Class, pursuant to Rule 4:32; and
- C. Damages in an amount to be determined at trial; and
- D. Pre-judgment and post-judgment interest at the maximum rate allowable at law; and
- E. Punitive damages in an amount to be determined at trial; and

- F. The costs and disbursements incurred by the Plaintiffs in connection with this action, including reasonable attorney's fees; and
- G. Such other and further relief as the Court deems just and proper.

SECOND COUNT

**(Negligence – Wrongful Death
as to John and Jane Does 1-10 and ABC and XYZ Corporations 1-10)**

26. Plaintiffs hereby incorporate by reference each of the preceding allegations as though fully set forth herein.

27. Defendants John and Jane Does 1-10 and ABC and XYZ Corporations 1-10 owed a duty to Anthony S. Martino, Jr., and the residents and/or patients at the The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare facility to keep them safe from outside diseases and/or outbreaks of viruses.

28. Said Defendants breached their duty to Anthony S. Martino, Jr., and the residents and/or patients at the The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare by failing to monitor outside visitors to the facility, failing to monitor food preparation and distribution, failing to monitor employees, and failing to monitor other residents, etc., when the same were dealing with the residents and/or patients at the facility in order to prevent the spread of the Covid-19 virus therein; furthermore, said Defendants breached their duty to Anthony S. Martino, Jr. and the residents and/or patients at the The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare by failing to have (or implement) proper protocols and procedures, and/or failing to have or provide personal protective equipment, in place for the prevention of the spread of the Covid-19 virus, and/or by failing to properly execute existing protocols and procedures set in place to prevent the spread of the Covid-19 virus.

29. As a direct, proximate and foreseeable consequence of that negligent and careless conduct, Anthony S. Martino, Jr., and the other residents and/or patients at The

Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare caught the Covid-19 infection and thereafter sustained death, loss and injury, and are entitled to damages.

WHEREFORE, Plaintiffs, on behalf of themselves and the members of the Class, respectfully seek and demand judgment as follows:

- A. A determination that this action is a proper class action maintainable under Rule 4:32 of the Rules Governing the Courts of the State of New Jersey; and
- B. An Order certifying the Class defined above and appointing the undersigned as counsel for the Plaintiffs and the Class, pursuant to Rule 4:32; and
- C. Damages in an amount to be determined at trial; and
- D. Pre-judgment and post-judgment interest at the maximum rate allowable at law; and
- E. Punitive damages in an amount to be determined at trial; and
- F. The costs and disbursements incurred by the Plaintiffs in connection with this action, including reasonable attorney's fees; and
- G. Such other and further relief as the Court deems just and proper.

THIRD COUNT

(Negligence as to John and Jane Does 1-10 – administrators, and/or aides, and/or sanitation workers, and/or orderlies and/or food preparation employees, and/or security officers, and, Medical Malpractice as to John and Jane Does 1-10 – medical doctors, nurses, physician's assistants and other medical professionals duly licensed to practice medicine under the laws of the State of New Jersey)

30. Plaintiffs hereby incorporate by reference each of the preceding allegations as though fully set forth herein.

31. Defendants John and Jane Does 1-10 and ABC and XYZ Corporations 1-10 owed a duty to Anthony S. Martino, Jr., and the residents and/or patients at the The

Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare facility to keep them safe from outside diseases and/or outbreaks of viruses.

32. Said Defendants breached their duty to Anthony S. Martino, Jr., and the residents and/or patients at the The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare facility by failing to monitor outside visitors to the facility, failing to monitor food preparation and distribution, failing to monitor employees, and failing to monitor other residents, etc., when the same were dealing with the residents and/or patients at the facility in order to prevent the spread of the Covid-19 virus therein; furthermore, said Defendants breached their duty to Anthony S. Martino, Jr. and the residents and/or patients at the The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare facility by failing to have (or implement) proper protocols and procedures, and/or failing to have or provide personal protective equipment, in place for the prevention of the spread of the Covid-19 virus, and/or by failing to properly execute existing protocols and procedures set in place to prevent the spread of the Covid-19 virus.

33. During the course of treating the Anthony S. Martino, Jr., and/or other residents and/or patients and in connection with medical services provided to them at The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare facility, the Defendants negligently and carelessly failed to exercise ordinary care, failed to exercise that degree of skill, diligence and care commonly exercised by other doctors in like circumstances giving due regard to the existing state of knowledge in medicine, failed to properly treat the Anthony S. Martino, Jr., and/or other residents and/or patients, failed to timely diagnose the their condition, failed to apprise them of the risks and options available to them in connection with the services rendered, failed to properly treat their condition and otherwise failed to act as prudent, skillful and careful medical doctors in connection with the services provided to the them prior to and during the outbreak at said facility.

34. As a direct and proximate result of the negligence and professional malpractice of the Defendants, as aforesaid, the Anthony S. Martino, Jr., and the other residents and/or patients at the The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare facility caught the Covid-19 infection and thereafter sustained great pain and suffering of the mind and body, have and did sustain permanent bodily injuries, have and did incur medical expenses in order to correct the conditions caused by the Defendants, have and were unable to attend to their ordinary routine, employment and affairs and were otherwise damaged and died.

35. As a direct, proximate and foreseeable consequence of that negligent and careless conduct, Anthony S. Martino, Jr., and members of the Class sustained death, loss and injury, and are entitled to damages.

WHEREFORE, Plaintiffs, on behalf of themselves and the members of the Class, respectfully seek and demand judgment as follows:

- A. A determination that this action is a proper class action maintainable under Rule 4:32 of the Rules Governing the Courts of the State of New Jersey; and
- B. An Order certifying the Class defined above and appointing the undersigned as counsel for the Plaintiffs and the Class, pursuant to Rule 4:32; and
- C. Damages in an amount to be determined at trial; and
- D. Pre-judgment and post-judgment interest at the maximum rate allowable at law; and
- E. Punitive damages in an amount to be determined at trial; and
- F. The costs and disbursements incurred by the Plaintiffs in connection with this action, including reasonable attorney's fees; and
- G. Such other and further relief as the Court deems just and proper.

FOURTH COUNT

(Negligence as proximate cause of incident/injury)

36. Plaintiffs hereby incorporate by reference each of the preceding allegations as though fully set forth herein.

37. The incident, and Anthony S. Martino, Jr.'s, and the other residents' and/or patients' injuries and damages and deaths, were proximately caused by the negligence of the Defendants as herein alleged.

38. As a direct and proximate result of the aforesaid negligence and or carelessness of the Defendant Anthony S. Martino, Jr., and the other residents and/or patients of The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare facility caught the Covid-19 infection and thereafter sustained death, loss and injury, and are entitled to damages.

WHEREFORE, Plaintiffs, on behalf of themselves and the members of the Class, respectfully seek and demand judgment as follows:

- A. A determination that this action is a proper class action maintainable under Rule 4:32 of the Rules Governing the Courts of the State of New Jersey; and
- B. An Order certifying the Class defined above and appointing the undersigned as counsel for the Plaintiffs and the Class, pursuant to Rule 4:32; and
- C. Damages in an amount to be determined at trial; and
- D. Pre-judgment and post-judgment interest at the maximum rate allowable at law; and
- E. Punitive damages in an amount to be determined at trial; and
- F. The costs and disbursements incurred by the Plaintiffs in connection with this action, including reasonable attorney's fees; and
- G. Such other and further relief as the Court deems just and proper.

FIFTH COUNT
(Punitive Damages)

39. Plaintiffs hereby incorporate by reference each of the preceding allegations as though fully set forth herein.

40. The actions and/or inactions of the Defendants in the wake of the Covid-19 outbreak and pandemic constituted deliberate acts and/or omissions with knowledge of a high degree of probability of harm and reckless indifference to the consequences.

41. In that regard, the conduct of the Defendants created a known and likely risk of injury and harm to Anthony S. Martino, Jr., and other members of the Class.

42. Despite and notwithstanding that risk, Defendants acted with conscious indifference to the rights, safety, and welfare of members of the Class.

43. As a direct, proximate and foreseeable consequence of the Defendants' reckless conduct, Anthony S. Martino, Jr., and the other residents and/or patients of The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare facility caught the Covid-19 infection and thereafter sustained loss and injury, and are entitled to punitive damages.

WHEREFORE, Plaintiffs, on behalf of themselves and the members of the Class, respectfully seek and demand judgment as follows:

- A. A determination that this action is a proper class action maintainable under Rule 4:32 of the Rules Governing the Courts of the State of New Jersey; and
- B. An Order certifying the Class defined above and appointing the undersigned as counsel for the Plaintiffs and the Class, pursuant to Rule 4:32; and
- C. Damages in an amount to be determined at trial; and
- D. Pre-judgment and post-judgment interest at the maximum rate allowable at law; and

- E. Punitive damages in an amount to be determined at trial; and
- F. The costs and disbursements incurred by the Plaintiffs in connection with this action, including reasonable attorney's fees; and
- G. Such other and further relief as the Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury as to all issues.

DEMAND FOR ANSWERS TO UNIFORM AND SUPPLEMENTAL INTERROGATORIES

PLEASE TAKE NOTICE that pursuant to Rule 4:17-1(b)(ii)(2), Plaintiffs hereby demand answers to Uniform Interrogatories Form C and Form C(3) within sixty (60) days of the filing of Defendants' Answer to this Complaint.

PLEASE TAKE FURTHER NOTICE that pursuant to Rule 4:17-1(b)(i)(1) and Rule 4:17-2, Plaintiffs hereby demand answers to the attached Supplemental Interrogatories within sixty (60) days of the filing of Defendants' Answer to this Complaint.

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to New Jersey Court Rule 4:10-2(b), demand is made that Defendants disclose to Plaintiffs' attorney whether or not 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 plaintiff's attorney with true copies of those insurance 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.

DEMAND FOR TRANSCRIPTION AND OFFICE RECORDS

Plaintiffs hereby demand that the Defendants produce a certified copy of all office/facility records, telephone calls, billing and payments as well as a typed transcription of any and all of his/her handwritten office records and/or hospital records, within thirty (30) days of service of the Complaint.

DESIGNATION OF TRIAL COUNSEL

Please take notice that Daniel G.P. Marchese, Esq. is hereby designated as Trial Counsel in this above-captioned matter for the firm of The Marchese Law Firm pursuant to Rule 4:25 et. seq.

THE MARCHESE LAW FIRM, LLC

Attorney(s) for the Plaintiffs Estate of
Anthony S. Martino, Jr. and
Anthony J. Martino



By: _____
DANIEL G.P. MARCHESE, ESQ.
Attorney ID#: 004291998

Dated: April 4, 2022

CERTIFICATION

Pursuant to R. 4:5-1, the undersigned hereby certifies that this specific controversy and the Plaintiff parties and causes of action set forth herein in this Complaint are not the subject of any other action pending in any other Court or of a pending arbitration proceeding, nor is any action or arbitration proceeding contemplated. Once medical records and Class Action Discovery is obtained, there may be additional parties who should be named and/or joined in this lawsuit, such as Evelyn Wells, the Estate of Evelyn Wells and/or the Estate of Evelyn Wells' named/appointed Executor/Administrator, as well as other such similarly situated deceased patients' of Defendants The Canterbury at Cedar Grove, Care and Rehabilitation and/or Windsor Healthcare, their Estates and their representatives. I recognize the continuing obligation of each party to file and serve on all parties and the Court an amended Certification if there is a change in the facts stated in this original Certification.

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

THE MARCHESE LAW FIRM, LLC
Attorney(s) for the Plaintiffs Estate of
Anthony S. Martino, Jr. and
Anthony J. Martino



By: _____
DANIEL G.P. MARCHESE, ESQ.
Attorney ID#: 004291998

Dated: April 4, 2022

**SUPPLEMENTAL INTERROGATORIES PERMITTED PURSUANT
TO RULE 4:17-1(b)(i)**

S1. State whether this Defendant has ever served as an expert witness in any matter including, but not limited to matters where you were formally named as an expert, matters in which you provided an expert opinion without being formally named as an expert, etc., and set forth the name of the matter or matters, the name of the attorney or other entity retaining you, whether you testified in either a deposition or at trial and annex hereto copies of any and all reports rendered by you.

S2. As to each person identified in your answer to **Form C Uniform Interrogatory 4**, set forth a summary of all relevant facts relating to this case known to each such person.

S3. Please describe in complete detail the physical examination which you performed on the Plaintiff the first time you saw the Plaintiff for the problem for which you were attending the Plaintiff, and submit a comprehensive list of your findings.

S4. If you have been certified in any specialty by the National Board of Medical Examiners or by any American Specialty or sub-specialty board, please name each such specialty and/or sub-specialty board by which you are certified and the date of your certification.

S5. Please describe in detail the course of the Plaintiff's illness from the time you first undertook the Plaintiff's care for the problem for which you were attending to the Plaintiff until your professional relationship with the Plaintiff terminated.

S6. Please submit a comprehensive list of all diagnostic tests or medical procedures, including routine blood and urine studies, which you ordered or performed on the Plaintiff or which were ordered or performed on the Plaintiff by someone acting in your behalf, from the time you first undertook the Plaintiff's care until your professional relationship with the Plaintiff terminated, and indicate as to each such diagnostic test or medical procedure, the date and time it was ordered, the date and time it was performed, the reason it was felt necessary that it be performed, and the test results.

S7. Please specify precisely and describe fully the treatment, including drugs (with dosages, routes and duration of administration) IV fluids, surgery, physiotherapy, prosthesis, bandages and any other therapeutic agents or measures, which you ordered or prescribed for the Plaintiff from the time you first undertook the Plaintiff's care until the time when your professional relationship with the Plaintiff terminated, indicating as to each the date, time and manner in which you ordered or prescribed it, the date and time it was instituted and the date and time it was completed or discontinued.

S8. State whether any photographs, videos or other recordings of any type were made of any treatment or procedure performed upon the Plaintiff's decedent and if so, identify all such photographs, videos or other recordings and provide a copy of all such photographs, videos or other recordings herewith.

Civil Case Information Statement

Case Details: ESSEX | Civil Part Docket# L-002084-22

Case Caption: ESTATE OF ANTHONY S. MARTINO VS
THE CANTERBURY

Case Initiation Date: 04/04/2022

Attorney Name: DANIEL G MARCHESE

Firm Name: THE MARCHESE LAW FIRM, LLC

Address: 93 SPRING ST STE 300

NEWTON NJ 07860

Phone: 9733833898

Name of Party: PLAINTIFF : Estate of Anthony S. Martino

Name of Defendant's Primary Insurance Company

(if known): None

Case Type: MEDICAL MALPRACTICE

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

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

Are sexual abuse claims alleged by: Estate of Anthony S. Martino?
NO

Are sexual abuse claims alleged by: Anthony J Martino? 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? NO

If yes, is that relationship:

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:

Please check off each applicable category: Putative Class Action? YES **Title 59?** NO **Consumer Fraud?** NO

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)

04/04/2022

Dated

/s/ DANIEL G MARCHESE

Signed

