

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, CIVIL PART
MIDDLESEX COUNTY
DOCKET NO. MID-L-004958-13
APP. DIV. NO. _____

WILLIAM DESIMONE, as
executor of the Estate of
EVELYN DESIMONE, deceased,
individually in such
capacities and on behalf
of all others similarly
situated,

Plaintiffs,

v.

SPRINGPOINT SENIOR LIVING,
INC., SPRINGPOINT AT MONROE
VILLAGE, INC., SPRINGPOINT
AT MONTGOMERY, INC.,
SPRINGPOINT AT CRESTWOOD,
SPRINGPOINT AT MEADOW LAKES,
INC., and SPRINGPOINT AT
THE ATRIUM, INC.,

Defendants.

TRANSCRIPT

OF

MOTION HEARING

Place: Middlesex County Courthouse
56 Paterson Street
New Brunswick, NJ 08903

Date: June 30, 2021

BEFORE:

HONORABLE ANA C. VISCOMI, J.S.C.

TRANSCRIPT ORDERED BY:

MICHAEL COREN, ESQUIRE, (Cohen, Placitella
& Roth, P.C.)

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1 (Hearing commenced at 2:00 p.m.)
2 THE COURT: Good afternoon, this is Judge
3 Viscomi.
4 MR. COREN: Hi, Judge. Mike Coren from
5 Cohen, Placitella and Roth.
6 THE COURT: Good. Good morn -- good
7 afternoon. We'll enter appearances momentarily.
8 Before we do that, I just want to confirm
9 that we are recording on the record. I am in the
10 courthouse, but my court clerk is working remotely.
11 So, Ercilyn, if you can hear me, please send
12 me a text that you can hear me.
13 And we are recording. Thank you, Ercilyn.
14 It's now 2 p.m., so we'll begin.
15 But before I begin, let me make sure
16 everyone who wants to be here is here. So, Mr. Coren,
17 I heard you. Is there anyone else on the phone on
18 behalf of the plaintiffs?
19 MR. MAYER: Yes, Your Honor.
20 MR. PASTERNAK: Yes, Your Honor. Eric
21 Pasternack from Cohen Placitella, as well.
22 THE COURT: Okay. All right. Are you
23 expecting anyone else?
24 MR. MAYER: Yes. Yes, Your Honor.
25 MR. COREN: Yeah, Chris --

1 UNIDENTIFIED MALE: Yeah, I got Carl Mayer --
2 Mayer is also --
3 MR. MAYER: Your Honor, --
4 UNIDENTIFIED MALE: -- on the line for
5 plaintiffs.
6 MR. MAYER: -- this is Carl Mayer from The
7 Mayer Law Group.
8 THE COURT: Okay.
9 MR. MAYER: Representing plaintiff.
10 THE COURT: Great. You'll be entering
11 appearances shortly, but I just wanted to make sure
12 everyone was on who wanted to be on. And --
13 MR. COREN: Yeah.
14 THE COURT: All right.
15 MR. COREN: Chris is taking the Shaughnessy
16 deposition in the Talc MDL, so unfortunately he
17 can't, --
18 THE COURT: Okay.
19 MR. COREN: -- you know, be here.
20 THE COURT: Yeah --
21 MR. COREN: He sends his regrets.
22 THE COURT: Thank you so much. I'm well
23 aware of that deposition. I appreciate that. Thank
24 you.
25 And tell me, do I have anyone on the phone

1 representing the defendants?

2 MR. CLARK: Your Honor, this is Bruce Clark
3 on behalf of the defendants.

4 THE COURT: Good afternoon. How are you?

5 MR. CLARK: Just fine. Thank you, Your
6 Honor.

7 THE COURT: Great. Are you expecting anyone
8 else?

9 MR. MICHIE: Your Honor, this is Chris
10 Michie, also for the defendants.

11 THE COURT: Okay.

12 MS. FEINGOLD: And this is Stephanie
13 Feingold (indiscernible) --

14 MS. CAFFERTY: And, Your Honor, Maureen
15 Cafferty --

16 MS. FEINGOLD: -- also on behalf of the
17 defendants.

18 THE COURT: Okay. All right. So, this is
19 what we're going to do. I will introduce the case. I
20 will then ask if there is any plaintiffs' counsel
21 first that wish to enter an appearance on the record
22 and, if so, please when you enter your appearance,
23 spell your last name.

24 I will then turn to the defendants and
25 although, Ms. Cafferty, I know you're on the line,

1 this will be appearances only on -- by counsel. And
2 please spell your last name.

3 But once I am about to begin to read my
4 decisions on the record, at that point in time, I'd
5 like everyone to put the phone on mute, so that any
6 background noise does not interfere --

7 UNIDENTIFIED FEMALE: Right.

8 THE COURT: -- as it right now --

9 (Extended pause due to feedback.)

10 THE COURT: -- with the record. See, that's
11 what we try to avoid happening.

12 And only unmute me if, for some reason or
13 another, you can no longer hear me. But I'll try to
14 keep my voice raised and my court clerk and will let
15 me if there's an issue with --

16 (Extended pause due to feedback.)

17 THE COURT: So, good afternoon, everyone.
18 Today is June 30, 2021. We are here for purposes of
19 the Court placing its decision on the record in three
20 motions with regard to the matter of William DeSimone,
21 as Executor of the Estate of Evelyn DeSimone,
22 deceased, individually and in such capacities and on
23 behalf of all others similarly situated, plaintiffs,
24 versus Springpoint Senior Living, Incorporated,
25 Springpoint at Monroe Village, Incorporated,

1 Springpoint at Montgomery, Incorporated, Springpoint
2 at Crestwood, Springpoint at Meadow Lakes,
3 Incorporated, Springpoint at Med -- at Monroe Village,
4 Incorporated and Springpoint at the Atrium,
5 Incorporated, Docket Number 4958-13.

6 Plaintiffs' counsel, do any of you wish to
7 enter an appearance at this time? And please spell
8 your last name for the record.

9 MR. COREN: Yes, Your Honor. Thank you.
10 Michael Coren, C-O-R-E-N, on behalf of plaintiffs.

11 (Extended pause)

12 MR. COREN: Eric?

13 MR. PASTERNAK: Eric Pasternack, Your
14 Honor, P-A-S-T-E-R-N-A-C-K.

15 MR. COREN: And Carl, please?

16 MR. MAYER: Thank you, Your Honor. Carl J.
17 Mayer, M-A-Y-E-R, The Mayer Law Group, LLC, on behalf
18 of plaintiffs.

19 THE COURT: Thank you. And --

20 MR. COREN: Your Honor -- we're going on
21 mute now, Your Honor.

22 THE COURT: Please. Thank you.

23 Anyone on behalf of defendants? Any
24 attorneys?

25 MR. CLARK: Yes. Thank you, Your Honor.

1 THE COURT: Yes.

2 MR. CLARK: This is Bruce Clark, C-L-A-R-K,
3 on behalf of the defendants.

4 MR. MICHIE: Your Honor, this Chris Michie,
5 M-I-C-H-I-E, also on behalf of the defendants.

6 MS. FEINGOLD: And, Your Honor, this is
7 Stephanie Feingold with Morgan Lewis. Last name is
8 spelled F, as in Frank, E-I-N, like Nancy, G-O-L-D.
9 And on behalf of defendants.

10 THE COURT: Great. And now that all
11 attorneys have entered their appearances, I would now
12 ask that, if you haven't already done so, to please
13 place your phone on mute while I issue my decision.

14 Thank you, everyone.

15 There are three motions pending before this
16 Court: plaintiffs' motion for class certification,
17 defendants' motion for partial summary judgment and
18 plaintiffs' motion to strike paragraph 29 of Maureen
19 Cafferty's certification filed in opposition to
20 plaintiff's motion for class certification, as well as
21 corresponding portions of Springpoint's brief in
22 opposition relating to purported, quote, sales, close
23 quote, representatives' notes concerning persons
24 alleged to be class members presented for the first
25 time in its opposition to the plaintiff's motion for

1 class certification.

2 For reasons set forth below, plaintiffs'
3 motion for class certification is granted in its
4 entirety; plaintiffs' motion to strike paragraph 29 of
5 Maureen Cafferty's certification, as well as
6 corresponding portions of Springfield's [sic] brief is
7 granted; and defendants' motion for partial summary
8 judgment is denied.

9 By way of background, the following
10 narrative summary of this case is drawn from the
11 Appellate Division's decision in this matter, an
12 unreported decision, but available at 2015 N.J. Super.
13 Unpublished Lexis 1238 (Appellate Division 2015).

14 "Plaintiff William DeSimone, as executor of
15 his mother's estate, filed a complaint against
16 Springpoint Senior Living, Incorporated, its five
17 subsidiaries (one for each of the five continuing
18 care retirement communities (CCRCs) Springpoint
19 operates in New Jersey) and its chief executive
20 officer, Gary Puma (collectively, Springpoint).
21 The suit was brought both in an individual
22 capacity and as a class action complaint. The
23 complaint alleged causes of action under the
24 Continuing Care Retirement Community Regulation
25 and Financial Disclosure Act (CCRC Act) reported

1 at N.J." -- or rather -- "at N.J.S.A. 52:27D-330
2 to 360, the Consumer Fraud Act (CFA) at N.J.S.A.
3 56:8-1 to 195, as well as the breach of the
4 covenant of good faith and fair dealing, fraud,
5 and negligent misrepresentation.

6 Springpoint, through its subsidiary
7 companies, owns and operates five CCRCs in New
8 Jersey, including Monroe Village, where Ms.
9 DeSimone came to reside. A CCRC is a retirement
10 community that offers several levels of care for
11 its residents, ranging from independent living,
12 in which residents are largely self-sufficient,
13 to assisted living, in which residents require
14 some assistance, to skilled nursing, in which
15 residents require extended nursing care.

16 The DeSimone family contacted Monroe Village
17 in 2008, inquiring about moving Ms. DeSimone into
18 an independent living unit. A Springpoint
19 resident must pay certain monthly charges in
20 addition to a one-time entrance fee, which is
21 payable under the 'traditional plan' or the
22 'refundable plan.' The traditional plan offers a
23 lower entrance fee, but is not refundable after a
24 60-day rescission period. The refundable plan
25 has a higher entrance fee, but the applicant is

1 eligible for a refund up to 90 percent. The
 2 DeSimone family opted for the refundable plan.
 3 Ms. DeSimone and her daughter, Elizabeth
 4 Savitsky, who held power of attorney for her
 5 mother, were given a copy of the written
 6 disclosure statement as statutorily mandated at
 7 N.J.S.A. 52:27D-336. The disclosure stated:

8 'The 90 percent Refundable plan
 9 requires the payment of a higher Entrance
 10 Fee and allows for up to 90 percent of the
 11 Entrance Fee to be refunded. Payment of the
 12 refund shall be made upon the execution of a
 13 new residence agreement for the Living
 14 Accommodation and expiration of the
 15 rescission period of the incoming resident
 16 unless a current community resident
 17 transfers to the Resident's Living
 18 Accommodation upon its vacancy, in which
 19 case payment of the refund shall be upon
 20 payment of a new entrance fee and expiration
 21 of the rescission period of an incoming
 22 resident occupying the current resident's
 23 previous living accommodation.

24 The refundability of the Entrance Fee
 25 is described in detail in Section VI of the

1 attached Residence [and] Care Agreements.'
 2 The Residence and Care Agreement (the
 3 agreement) was attached to the disclosure
 4 statement. The agreement cover sheet included
 5 the caption '90 percent REFUNDABLE,'" -- in all
 6 caps and all capital letters -- "and stated that
 7 the agreement was a legally binding contract, and
 8 recommended that the prospective resident consult
 9 with an attorney to review the contract before
 10 executing it. Section VI of the agreement
 11 stated:" -- in all capital letters --

12 'IN THE EVENT OF THE RESIDENT'S DEMISE AFTER
 13 OCCUPANCY AND EXPIRATION OF THE RESCISSION
 14 PERIOD, PROVIDER SHALL PROVIDE TO . . . THE
 15 RESIDENT'S LEGAL REPRESENTATIVE, A REFUND OF
 16 THE ENTRANCE FEE WITHOUT INTEREST EQUAL TO
 17 THE LESSER OF THE ORIGINAL ENTRANCE FEE OR
 18 THE SUBSEQUENT RESIDENT'S ENTRANCE FEE
 19 LESS:'" -- and then -- "[certain enumerated
 20 fees and costs].' (emphasis added.)

21 The 'lesser of' term is at the center of the
 22 parties' dispute."

23 (Extended pause)

24 THE COURT: Beginning with plaintiffs'
 25 motion for class certification, plaintiff seeks to

1 certify a Rule 4:32-1(b) (2) and (3) class, as follows:

2 "All persons or their Estates who are or
3 were a party to a 90 percent Refundable Entrance
4 Fee Residence and Care Agreement with any of the
5 following Springpoint Continuing Care Community
6 facilities: Crestwood Manor, Meadow Lakes,
7 Monroe Village, Stonebridge at Montgomery and The
8 Atrium at Navesink Harbor; and who:

9 (a) Did not receive a 90 percent entrance
10 fee refund calculated upon the amount he or she,
11 or his or her decedent's estate paid on entering
12 the facility when his or her residence in the
13 facility terminated; or

14 (b) Are subject to the possibility that in
15 the future that he or she, or his or her estate,
16 will not be paid a 90 percent Entrance Fee refund
17 that is calculated upon the amount that he or
18 she, or his/her decedent's estate, paid on
19 entering the facility at the time his or her
20 residence in the facility terminates."

21 Rule 4:32 sets forth the requirements for
22 maintaining class action. Rule 4:32-1(a) sets forth --
23 Whoops. I am so sorry about that.

24 (Extended pause)

25 THE COURT: My apologies. I brought the

1 cell phone into the courtroom so I could confirm that
2 we were accurately recording. I thought I shut the
3 ringer off, but apparently I did not and I apologize
4 for that.

5 Beginning then again:

6 Rule 4:32 sets forth the requirements for
7 maintaining class action. 4:32-1(a) sets forth four
8 prerequisites, all of which must be met. Plaintiff
9 must prove: (1) the class is so numerous that joinder
10 of all members is impracticable; (2) there are common
11 questions of law and fact to the class; (3) the claims
12 or defenses of the representative parties are typical
13 of the claims or defenses of the class; and (4) the
14 representative parties will fairly and adequately
15 protect the interests of the class.

16 In addition to these four prerequisites,
17 Rule 4:32-1(b) also requires that plaintiff must prove
18 that:

19 "The prosecution of separate actions by or
20 against individual members of the class would
21 create a risk either of:

22 (A) inconsistent or varying adjudications
23 with respect to individual members of the
24 class that would establish incompatible" --
25 excuse me -- "standards of conduct for the

1 party opposing the class, or

2 (B) adjudications with respect to individual
3 members of the class that would, as a practical
4 matter, be dispositive of the interests of the
5 other members not parties to the adjudications or
6 substantially impair or impede their ability to
7 protect their interests; or

8 (2) the party opposing the class has acted
9 or refused to act on grounds generally applicable
10 to the class, thereby making appropriate final
11 injunctive relief or corresponding declaratory
12 relief with respect to the class as a whole; or

13 (3) the court finds that the questions of
14 law or fact common to the members of the class
15 predominate over any questions affecting only
16 individual members, and that a class action is
17 superior to other available methods for the fair
18 and efficient adjudication of the controversy.
19 The factors pertinent to the findings include:

20 (A) the interest of members of the class in
21 individually controlling the prosecution or
22 defense of separate actions;

23 (B) the extent and nature of any litigation
24 concerning the controversy already commenced by
25 or against members of the class;

1 (C) the desirability or undesirability in
2 concentrating the litigation of the claims in the
3 particular forum; and

4 (D) the difficulties likely to be
5 encountered in the management of a class action."

6 Rule 4:32-1 is required to be liberally
7 construed and the class permitted to be maintained
8 unless there is a clear showing that it is
9 inappropriate or improper. Lee versus Carter-Reed
10 Company, LLC, 203 N.J. 518 (2010).

11 Defendant here has not demonstrated that in
12 opposing this application, as further discussed in
13 this opinion, that the class certification should be
14 denied. A plaintiff is accorded every favorable view
15 of the complaint and the record, but the trial court
16 must still engage in a rigorous analysis of whether of
17 whether the requirements of class certification have
18 been met under Rule 4:32-1(b) (3).

19 As noted by the New Jersey Supreme Court in
20 Iliades versus Wal-Mart Stores, Inc., 119 [sic] N.J.
21 88, at pages 103 to 104, a Supreme Court decision of
22 2007, New Jersey case law strongly favors class
23 certification, especially in consumer cases.

24 New Jersey Courts have consistently held
25 class action rule should be liberally construed --

1 Delgozzo versus Kenny, 266 N.J.Super. 169 at page 179
 2 (Appellate Division 1993) -- holding that in the
 3 consumer -- also Varacallo versus Mass. Mutual Life
 4 Insurance Company, 332 N.J.Super. 31, at page 45
 5 (Appellate Division 2000) -- holding, in the consumer
 6 context, that class actions should be liberally
 7 allowed under circumstances that would make individual
 8 actions uneconomical to pursue. Accordingly, a class
 9 action should lie unless it is clearly infeasible.
 10 Citing Riley versus New Rapids Carpet Center, 61 N.J.
 11 218 at page 225 (1972). If there is an error to be
 12 made, let it be in favor and not against the
 13 maintenance of the class action. Citing Esplin versus
 14 Hirschi, 402 F.2d 94, page 99 (10th Circuit 1968),
 15 certification denied by the U.S. Supreme Court at 394
 16 U.S. 928, a 1969 case.

17 When making certifications determinations,
 18 the best policy is to interpret the class-action rule
 19 so as to promote the purposes underlying the rule.
 20 This is at Moore's Federal Practice Civil, Section
 21 23.03 (Third Edition 1997). Unitary adjudication
 22 through class litigation furthers numerous practical
 23 purposes, including judicial economy,
 24 cost-effectiveness, convenience, consistent treatment
 25 of class members, protection of defendants from

1 inconsistent obligations, and allocation of litigation
 2 costs among numerous [sic] similarly-situated
 3 litigants. Citing Crown, Cork & Seal versus Parker at
 4 462 U.S. 345, 1983 Supreme Court case.

5 Class action in New Jersey also helps to
 6 equalize adversaries, a purpose that is even more
 7 compelling when the proposed class consists of people
 8 with small claims or variable claims. In such
 9 disputes, where the claims are, in isolation, too
 10 small or variant to warrant recourse to litigation,
 11 the class-action device equalizes the claimants'
 12 ability to zealously advocate their positions. Citing
 13 In re Cadillac at 93 N.J. at 435.

14 When determining whether a class should be
 15 certified, the Court is not to make a preliminary
 16 determination of the merits of the underlying claims.
 17 Delgozzo versus Kenny, 266 N.J.Super. 180 [sic] at
 18 page 181. Accordingly, the Court's examination of the
 19 legal and factual issues underlying a class
 20 certification motion should be less penetrating than a
 21 motion for summary judgment or at trial. In re
 22 Cadillac, 93 N.J. at 426. In fact, the plaintiff is
 23 to be afforded every favorable view as to all factual
 24 and legal questions. Citing Riley, 61 N.J. at 223.

25 Before discussing further the analysis under

1 the rule, the Court first dispenses with defendants'
2 timeliness of the motion assertion. Here, defendant
3 asserts that, pursuant to Rule 4:32-2(a), the Court is
4 required to consider at an early practicable time
5 whether to certify the class. And in this case,
6 plaintiffs, quote, waited almost seven years, close
7 quote, to file his class certification motion, some
8 five-and-a-half years since the case was remanded from
9 the Appellate Division.

10 Defendant asserts plaintiff has offered no
11 reason for the delay and that this has caused
12 significant and irreversible prejudice to both the
13 defendants and the class. Defendant asserts that more
14 than 50 putative class members passed away since the
15 complaint was filed in 2013.

16 Plaintiff asserts that now is the proper
17 time for consideration of this motion. Plaintiff
18 contends that, prior to the 2006 amendment to Rule
19 4:32-2(a), the requirement was for the motion to be
20 brought, quote, as soon as possible after the
21 commencement of an action, close quote. The 2006 rule
22 amendment significantly altered the requirement to,
23 quote, at an early practicable time, close quote, and
24 that this took into account the complexity of this
25 type of litigation, as recognized by the Federal Rules

1 of Civil Procedure, which amended Rule 23 time
2 requirement in 2003, and the Manual on Complex
3 Litigation recommendation that the motion be heard,
4 quote, once a court has sufficient information to
5 decide whether the action meets the certification
6 criteria, close quote.

7 Plaintiff also asserts the procedural
8 history of this case can't be ignored. The trial
9 court dismissed the original complaint and it wasn't
10 until almost two years later, after the Appellate
11 Division reversed and remanded and permitted a
12 plaintiff to amend the complaint, that discovery could
13 begin. Further, plaintiffs contend that throughout
14 the discovery time period, defendant had delayed
15 producing documents and witnesses, including the
16 witnesses who were noticed two and three times at the
17 time plaintiff filed the motion, who has yet to be
18 produced. And this was the corporate designee.

19 The Court notes the following relevant
20 procedural history:

21 Upon remand from the Appellate Division, the
22 trial court, by order of June 8, 2015, permitted
23 plaintiffs to amend the complaint within 20 days.

24 Further, on June 19, 2015, the trial court
25 conducted a case management conference and issued an

1 order which ordered complete discovery on the merits
2 of plaintiff's complaint, but specifically did not
3 require, quote, until further order of the Court, to
4 engage in class discovery pertaining to the
5 determination of damages to the class based upon the
6 contracts entered into by the tenant buyers for units
7 within the subject property and the related financial
8 data.

9 By order of November 19th, 2015, the Court
10 required the parties to meet and confer and agree or
11 advise the Court if it could not by November 25, 2015
12 regarding search terms for use on the defendants'
13 electronically-stored information to help reduce the
14 volume, if that -- of that data and identify
15 responsive documents.

16 On February 26, 2016, the Court acknowledged
17 the ongoing discovery document production which
18 counsel represented would be completed within eight
19 weeks and also incorporated language for inclusion
20 into a protective order, which was filed on March 7,
21 2016.

22 By May 2, 2016, the Court required
23 defendants to engage best efforts to complete their
24 initial fact discovery by July 15, 2016, plaintiff to
25 engage in best efforts to respond to defendants'

1 written discovery and produce witnesses by July 15,
2 2016, and defendants to identify members of their
3 litigation control group within 30 days.

4 By order of September 7, 2016, plaintiffs
5 were to engage in best efforts to timely complete
6 their initial fact discovery and the parties were
7 ordered to present a proposed schedule for completion
8 of fact discovery at the next case management
9 conference of October 24, 2016. Based on that next
10 conference, the Court stayed discovery related solely
11 to the class issue, ordered that fact discovery
12 concerning the substantive claims alleged by the
13 Plaintiff DeSimone in the pleadings be completed by
14 January 31, 2017, and required all dispositive motions
15 in relation to the specific discovery be filed within
16 30 days after completion.

17 The next case management conferenced was
18 scheduled for February 17, 2017. Prior thereto, the
19 matter was reassigned to this Judge, due to the
20 retirement of the jurist previously assigned.

21 Upon review of the orders entered in this
22 case and guided by the approach I have taken since
23 being assigned consumer fraud class action litigation
24 since 2015, I lifted the stay imposed on discovery
25 related to class issues by order of April 7, 2017.

1 The Court issued successive case management orders
2 extending discovery based upon the parties' request
3 through February 28, 2020. Numerous orders extended
4 the discovery end date and was to accommodate the
5 depositions of defendants' fact witnesses.

6 The Court is also aware that the parties had
7 engaged a mediator, but it is unknown if this may have
8 impacted the discovery schedule.

9 Based therefore on this procedural history
10 and specifically due to the fact that this Court
11 stayed class discovery until April 7, 2017, this Court
12 finds the motion to be filed as earliest time
13 practicable and no prejudice as a result upon the
14 defendants. Unfortunately, the population of clients
15 defendants serves, senior citizens, will continue to
16 die based upon age and medical condition.

17 Turning next to the motion for class
18 certification and the requirements, we begin with
19 4:32-1(a), numerosity. Rule 4:32-1(a)(1) requires
20 that the class is so numerous that joinder of all
21 members is impracticable. To be impracticable,
22 joinder need not be impossible. Rather, that there be
23 difficulty or inconvenience in joining all members of
24 the class. Zinberg versus Washington Bancorp., Inc.,
25 138 Federal Rules of Decision 397 at page 406,

1 (District of New Jersey 1990), quoting Harris v. Palm
2 Springs Alpine Estates, 329 F.2d 909 at pages 913
3 through 14, 9th Circuit case.

4 Our class action rule is a replica of Rule
5 23 of the Federal Rules of Civil Procedure. This is
6 Riley versus New Rapids Carpet Center, 61 N.J. 218 at
7 page 226 (1972). Therefore, federal cases
8 interpreting Rule 23 are often helpful in applying the
9 New Jersey class action rule. This is Muise versus
10 GPU, Incorporated, 371 N.J.Super. 13, at page 31
11 (Appellate Division 2004).

12 Whether joinder of all the class members
13 would be impracticable depends on the circumstances
14 surrounding the case and not merely on the number of
15 class members. Szczubelek versus Cendent Mortgage
16 Corp., 215 Federal Rules Decision 107, at page 116
17 (District of New Jersey 2003). Additionally, it is
18 not necessary to demonstrate the precise number of
19 class members when a reasonable estimate can be
20 inferred from facts in the record.

21 Further, joinder is more likely to be
22 impracticable when the individual claims of class
23 members involve relatively small amount of damages.
24 While no minimum number of plaintiff is required for
25 numerosity, quote, generally, if the named plaintiff

1 demonstrates that the potential number of plaintiffs
2 exceeds 40, the first prong of the Rule 23(a),
3 numerosity, has been met. This is Stewart versus
4 Abrams [sic], 275 F.3d 220 at 226, 227 (Third Circuit
5 2001).

6 Plaintiff has met this requirement. As by
7 defendants' own count, there are about 220 individuals
8 that would fall within this class. This Court has
9 approved classes, both less in number and greater. It
10 should also be noted defendants do not dispute that
11 plaintiffs have met the numerosity requirement.

12 Second factor is commonality. Are there
13 common questions of law or fact? The answer is yes.
14 In assessing commonality, Rule 4:32-1(a)(2) requires
15 questions of law or fact common to the class, but,
16 quote, not all questions of law or fact raised need to
17 be in common, close quote. Weiss versus York Hospital,
18 745 F.2d 786 at pages 808 through 809 (Third Circuit
19 1984). A single common question is sufficient, even
20 if the questions exist as to a representation made to
21 an individual plaintiff or proof of damages. Delgozzo
22 at 266 N.J.Super. at 185 to 186, quoting In re Asbestos
23 School Litigation at 104 Federal Rules Decisions 422,
24 page 429 (Eastern District of Pennsylvania 1984).

25 Cases involving allegations arising from

1 standardized contracts or other forums present the
2 classic case for treatment as a class action. Kleiner
3 versus First National Bank of Atlanta, 97 Federal Rules
4 Decisions 683 at page 692 (Northern District of
5 Georgia 1983).

6 If the plaintiff's claims are grounded
7 essentially in a contractual relationship, there are
8 common questions of law and fact, even though some
9 variances exist in the virtual identical agreements.
10 Lusky versus Capasso Brothers, 118 N.J.Super. 369,
11 page 372 (Appellate Division 1972).

12 Here, the plaintiffs assert that he has met
13 the requirement as questions and answers surrounding
14 Springpoint's marketing of its CCRCs, its legal
15 obligations to fully disclose to prospective residents
16 the, quote, lesser of, close quote, term and the
17 entrance fee refunds are subject to market risk, as
18 well as whether Springpoint's marketing strategy
19 violated the New Jersey Consumer Fraud Act and the
20 CCRC Act, as alleged in the amended complaint, are
21 common to the plaintiff and the members of the
22 putative class.

23 Plaintiff contends what it terms
24 Springpoint's, quote, bait and switch, close quote,
25 involve the same course of conduct for all members of

1 the putative class. Plaintiffs explain that -- as
2 follows, that Evelyn DeSimone and her family accepted
3 Springpoint's marketing representations, as they were
4 invited to, put their trust in Springpoint as believed
5 Springpoint -- and believed Springpoint would provide
6 peace of mind and financial security.

7 Further, as to all members, plaintiff
8 asserts the DeSimones were given the financial
9 features brochure and ultimately a contract that
10 deviated from what lured them in. They paid the 90
11 percent entrance fee, as listed in the financial
12 features brochure, and when it came time to receive
13 the refund Springpoint owed them, they received less
14 than expected, due to Springpoint invoking the, quote,
15 lesser of, close quote, term very deep within the RCA.
16 That some members of the class might not have received
17 the misleading marketing collaterals, sales
18 presentation or the disclosure statement is of no
19 moment, plaintiffs assert, they all received one or
20 the other and many received a combination of all
21 three.

22 As the Appellate Division has explained in
23 this case, if Springpoint's staff or brochure
24 distributed misrepresented the terms of the contract
25 by omitting the "lesser of" terms, or by failing to

1 disclose that the entrance fees were already being
2 reduced by Springpoint, because of market forces,
3 plaintiff may be able to prove its various causes of
4 action, including a violation of the CMA -- CFA. This
5 is from the DeSimone unpublished Appellate Division
6 decision at 13.

7 What matters then, plaintiffs assert, is
8 that Springpoint misrepresented and failed to disclose
9 the "lesser of" term in some form or another, which it
10 did uniformly and consistently, such that all members
11 of the class received what plaintiffs assert is a bait
12 and switch. Plaintiffs' claims against Springpoint
13 thus share the same essential characteristics of the
14 claims of members of the proposed class, and so
15 plaintiffs' interests fully align with those of the
16 putative class members, as all suffered from this,
17 quote, bait and -- same bait and switch, close quote,
18 and have all the same claim under New Jersey law.

19 In citing the Appellate Division decision
20 with this -- within this -- in this case, rather,
21 plaintiffs rely on the law of the case doctrine.
22 Defendant asserts that it is inapplicable, as the
23 issue before the Appellate Division was plaintiffs'
24 appeal from the trial court's dismissal of a 4:6-2(e)
25 motion. Regardless of that, however, the Appellate

1 Division clearly set forth only what the law is as to
2 the CCRC and CFA. Quoting from that decision:

3 "N.J.S.A. 52:27D-336 requires CCRCs to
4 provide disclosure statements to prospective
5 residents and residents who enter into contracts
6 with the CCRCs prior to the execution of the
7 contract. The disclosure statement must be
8 'written in plain English' and understandable to
9 a layperson. N.J.S.A. 52:27D-336. The
10 disclosure statement 'shall contain' the
11 designated information 'unless the information is
12 contained in the contract.' The information that
13 must be disclosed includes a description of all
14 the fees charged to a resident, including an
15 entrance fee. N.J.S.A. 52:27D-336 paragraph (g).
16 The CCRC shall 'make knowledgeable personnel
17 available to prospective residents to answer
18 questions about any information contained in the
19 disclosure statement or contract.'" Citing
20 N.J.S.A. 52:27D-336 paragraph (l).

21 "The CCRC Act creates a private cause of
22 action, pursuant to N.J.S.A. 52:26D-347:

23 'A provider or person acting on behalf
24 of the provider is liable to the person who
25 contracts for the continuing care for

1 damages, including repayment of all fees
2 paid to the provider, facility or person who
3 violates this act plus interest thereon at
4 the legal rate, court costs and reasonable
5 attorney's fees, if the provider or person
6 acting on behalf of the provider:

7

8 Enters into a contract for continuing
9 care at a facility with a person who has
10 relied on a disclosure statement which omits
11 a material fact required to be stated
12 therein pursuant to this act.'" "

13 In interpreting the statute, the Appellate
14 Division noted that -- look first to the plain
15 language. If the language is clear and unambiguous,
16 apply the plain meaning. That's In re Young at 202
17 N.J. 50, page 63 (2009). A New Jersey Supreme Court
18 case.

19 The Appellate Division continued and
20 concluded:

21 "The CCRC Act could fairly be read to not
22 allow the disclosure statement and knowledgeable
23 personnel to mislead seniors by failing to reveal
24 hidden costs only ascertainable by a lawyer
25 reviewing the contract.

1 If Springpoint's staff or brochures
2 distributed to the DeSimone family misrepresented
3 the terms of the contract by omitting the 'lesser
4 of' terms, or failing to disclose that the
5 entrance fee was subject to market trends, and
6 that the entrance fees were already being reduced
7 by Springpoint due to market forces, plaintiff
8 may be able to prove its various causes of
9 action, including a violation of the CFA."

10 While defendant asserts that the Appellate
11 Division did not take into account its defenses,
12 that's a trial issue and not a certification issue.

13 Turning next to the typicality requirement.
14 To satisfy the typicality requirement, the claims of
15 the class representatives must have, quote, the
16 essential characteristics common to the claims of the
17 class, close quote. In re Cadillac, 93 N.J. at 425,
18 quoting from Moore's Federal Practice at section
19 23.06-2 (1982).

20 A plaintiff's claim is typical of the class
21 claims if it arises from the same event or course of
22 conduct that has given rise to the claims of other
23 class members. The claims of class representatives
24 are, quote, generally found to be typical if they
25 arise from the same course of conduct that gives rise

1 to the claims of other class members and if the claims
2 are based on the same legal theory.

3 When the same unlawful conduct was directed
4 at or affected both the named plaintiff and the plain
5 -- and the members of the putative class, the
6 typicality requirement is usually met irrespective of
7 varying fact patterns that may underlie individual
8 claims. See In re Data Access Systems Security
9 Litigation, 103 Federal Rules Decisions 130 at page
10 139 (District Court of New Jersey 1984).

11 Since claims only need to share the same
12 essential characteristics and need not be identical,
13 the typicality requirement is not highly demanding.
14 Laufer versus U.S. Life Insurance Company, 385
15 N.J.Super. 172 at page 180 (Appellate Division 2006),
16 quoting from Moore's Federal Practice, subsection 23
17 colon -- or rather 23.24.

18 And, so, while the defendants herein have
19 pointed out various distinctions, the same course of
20 conduct is being alleged and plaintiff has met the
21 typicality requirement.

22 Next, the court looks to the adequacy of
23 representation, pursuant to N.J.S. -- pursuant to --
24 excuse me -- Rule 4:32-1(a) (4).

25 (Extended pause)

1 THE COURT: To satisfy 4:32-1(a)(4), the
 2 named plaintiff must meet two criteria: (1) the
 3 interest of the named representative plaintiff or
 4 defendant must be coextensive with the interest of the
 5 other members of the class; and (2) the named
 6 representative must be able to vigorously prosecute or
 7 defend that interest, and this will usually require
 8 the assistance of responsible and able counsel.
 9 Gallano versus Running, 139 N.J.Super. 239 at page
 10 246. This is Law Division at 1976 quoting from -- or
 11 rather citing Moore's Federal Practice, section
 12 23.072.

13 The requirement of coextensive interest has
 14 also been described as insuring that, quote:

15 "The representatives and their attorneys
 16 will competently, responsibly and vigorously
 17 prosecute the suit, and that the relationship of
 18 the representative parties' interest to those of
 19 the class are such that it [sic] is not likely to
 20 be divergence in viewpoint or goals in the
 21 conduct of the suit."

22 Bogosian versus Gulf Oil Corp., 561 F.2d 434 at page
 23 449 (Third Circuit 1977).

24 In order to satisfy the requirement of
 25 coextensive interest, the named plaintiff and putative

1 class members should, quote, share common objectives
 2 and legal or factual positions, close quote, without,
 3 quote, antagonistic interests between the
 4 representatives and the class. Close quote. Gallano
 5 at 139 N.J.Super. at 246, quoting Wright & Miller,
 6 Federal Practice and Procedure, section 6 -- 1769.

7 Plaintiff herein has no interest
 8 antagonistic to the class. In order to satisfy the
 9 vigorously prosecute prong of the adequacy of
 10 representation requirement, plaintiffs' attorneys must
 11 be qualified, experienced and generally able to conduct
 12 the proposed litigation. Delgozzo, 266 N.J.Super. at
 13 188. Plaintiffs' counsel satisfy these criteria.

14 Defendant has raised the issue of the fact
 15 that the plaintiffs' counsel herein represent
 16 plaintiffs in another class action claim against these
 17 defendants relating to maintenance fees and assert
 18 that there is a conflict of interest and makes their
 19 ability -- that makes their ability to provide
 20 adequate representation herein in question. They cite
 21 to no R.P.C. violations for the premise that there is
 22 an ethical violation, nor any case law, but that a law
 23 -- but a Law Review article.

24 That ground -- that argument, rather, is
 25 grounded in speculation and is just that, speculative

1 and completely unfounded. The Court indicated counsel
2 herein are competent and in this area of the law have
3 represented plaintiffs in complex litigation and the
4 Court finds that they are adequate counsel to protect
5 the interests of the plaintiffs and prosecute this
6 claim.

7 Having satisfied Rule 4:32-1(a)
8 requirements, the Court turns to 4:32-1(b)
9 requirements. The predominance and superiority are
10 satisfied under Rule 4:32-1(b)(3). Under
11 4:32-1(b)(3), a class action may be maintained when
12 common questions of law or fact predominate over any
13 questions affecting only individual members and the
14 class action mechanism must be superior to other
15 available methods for the fair and efficient
16 adjudication of the controversy. Both prongs of this
17 test are met here as to the proposed 4:32-1(b)(3)
18 class.

19 The New Jersey Supreme Court Iliades versus
20 Wal-Mart explained, to establish predominance, a class
21 representative must demonstrate that the questions of
22 law or fact common to the members of the class
23 predominate over any questions affecting only
24 individual members. That inquiry tests whether the
25 proposed class is sufficiently cohesive to warrant

1 adjudication by representation.

2 Some general principles guide us in this
3 pragmatic assessment:

4 First, the number more importantly and
5 significance of common questions must be considered.
6 Predominance is not, however, determined by adding up
7 the number of common individual issues and determining
8 which is greater.

9 Second, the Court must decide whether the
10 benefit from the determination in a class action
11 common questions outweighs the problems of individual
12 actions.

13 Third, predominance requires, at a minimum,
14 a common nucleus of operative facts.

15 Notably, predominance does not require the
16 absence of individual issues or that the common issues
17 dispose of the entire dispute. Individual questions
18 of law or fact may remain following resolution of
19 common questions. Predominance does require that all
20 issues be identical among class members or that each
21 class member be affected in precisely the same manner.
22 The critical consideration in determining predominance
23 is whether there is a common nucleus of operative
24 facts and legal issues. In re Cadillac, 93 N.J. at
25 431, quoting Wright & Miller, Federal Practice and

1 Procedure, section 1778.

2 If the Court finds that the core of the
3 common -- of the case, rather, concerns common issues
4 of fact and law, predominance under Rule 4:32-1(b) (3)
5 is satisfied because the plaintiff and the class have
6 a common legal grievance. In the present case, based
7 upon all the reasons the Court has already gone over,
8 that has been satisfied. In terms of the common
9 questions of law and fact central to the issues of the
10 CCRCA [sic] Act and the Consumer Fraud Act regarding
11 the issue before the Court.

12 Next learned -- turn to -- or here the Court
13 -- or continuing, rather -- finds that there are
14 questions of law and fact common to the putative class
15 members that predominate over any individual issues --
16 namely, the claims brought under the CFA and CCRC Act
17 -- and plaintiff, obviously, is going to be left to
18 its proofs. Also, the plaintiff can satisfy the
19 ascertainable loss prong based upon the records
20 provided by the defendant. Plaintiff can prove
21 causation on a class-wide basis.

22 The Court now looks to superiority. In
23 2006, Rule 4:32-1(b) (3) was amended to identify the
24 factors pertinent to finding that a class action is a
25 superior method of adjudication.

1 The Court must consider (a) the interests of
2 the members of the class in individually controlling
3 the prosecution or defense of separate actions; the
4 extent and nature of any litigation concerning the
5 controversy already commenced by or against members of
6 the class; the desirability or undesirability of
7 concentrating the litigation of the claims in a
8 particular forum; and the difficulty likely to be
9 encountered in the management of a class action.

10 As to factor (a), members of the class are
11 likely to have little or no interest in controlling
12 the prosecution of separate claims. One goal of the
13 class action is to promote efficient judicial
14 administration by saving time and money for the
15 parties and the public and by promoting consistent
16 decisions for people with similar claims. In re
17 Cadillac V8 Class Action, 93 N.J. at 430 (1982).

18 Therefore, class action litigation -- class
19 litigation is generally superior in consumer cases
20 such as what is now before this Court. There is no
21 concern with regard to manageability of this class
22 action and judicial economy is served by treatment of
23 the approximate 220 claims in this matter.

24 The Court also finds that under -- certifies
25 Rule 4:32-1(b) (2) for injunctive and declaratory

1 relief. Even though defendant asserts that changes
2 have been made to the contract since -- the contract
3 at issue -- when the complaint was originally filed,
4 the only manner effective -- effectuating the purpose
5 behind the CCRC and the legislative intent in
6 addressing our most vulnerable aging population is by
7 addressing this injunctive and declaratory relief in
8 the context of a class action that is certified.

9 And, so, for all of those reasons, the
10 plaintiffs' motion to certify the class as defined is
11 granted.

12 Just one moment while I set up the next
13 motion.

14 (Extended pause)

15 THE COURT: The next motion is plaintiffs'
16 motion to strike paragraph 29 of Maureen Cafferty's
17 certification filed in opposition to plaintiffs'
18 motion for class certification, as well as the
19 corresponding portions of Springpoint's brief in
20 opposition relating to purported sales
21 representatives' notes concerning persons alleged to
22 be absent class members presented for the first time
23 in opposition to plaintiffs' motion for class
24 certification.

25 The Court, in deciding the motion for a

1 class certification, did not consider paragraph C of
2 Ms. Cafferty's certification and the corresponding
3 portions of defendants' brief. And I just want to
4 briefly touch upon the Court's reasons why it did
5 that. And they are essentially procedural reasons,
6 grounded in the procedural history set forth by this
7 Court in the context of the motion for class
8 certification and the timeliness aspect of the motion.
9 And that is that there are numerous court orders that
10 were entered that extended discovery in this matter.
11 Repeatedly throughout the time period that this jurist
12 took over the management of the case in 2017 through
13 February 2020, a few months before the motion was
14 filed.

15 And, so, the concept of discovery is that it
16 is bilateral discovery and the Court is of the opinion
17 that that was highlight -- that was violated here.
18 Certainly, Ms. Cafferty is well known to the
19 defendants and she was going to play a role in this
20 case, in terms of the certification to the Court.
21 Upon finding the documents that -- which she relied
22 upon in paragraph 29 of her certification, it was
23 incumbent upon the defendants to advise the plaintiffs
24 of that and so that the plaintiffs could have
25 thereafter sought the production of those documents

1 and a deposition or further deposition of Ms.
2 Cafferty. They should not have seen then for the
3 first time at the time that the opposition was filed.
4 And that's violative of our court rules.

5 And fair play. In a case that has taken a
6 long time to get to where we are, certainly a brief
7 relaxation of those deadlines to allow the plaintiffs
8 the opportunity to review these documents and conduct
9 the deposition of Ms. Cafferty as to these issues, as
10 well as perhaps other discovery that might have flowed
11 therefrom would have been appropriate.

12 And, therefore, for purposes of class
13 certification, the Court has stricken that portion of
14 the certification and does not consider it, nor those
15 parts of the brief, defendants' brief, that relate to
16 it. And for those reasons, the plaintiffs' motion to
17 strike is granted.

18 Turning to the final motion before the Court
19 today, which is the defendants' motion for partial
20 summary judgment, this will also be brief.

21 So, in this case, the defendants filed a
22 motion for partial summary judgment against several
23 individual claims. And just briefly, by background,
24 the named plaintiff, William DeSimone, alleges that he
25 and his family were duped into signing a residence and

1 care agreement for his mother to become at a resident
2 at a continuing care retirement community operated by
3 the defendant Springpoint at Monroe Village. I am
4 quoting directly from the background that was provided
5 by the defendants in their motion for partial summary
6 judgment.

7 The defendant asserts that the plaintiff
8 brings a number of different claims based in part on
9 allegedly misleading statements and omissions in
10 Monroe Village's Disclosure Statement. Testimony,
11 however, the defendant contends, neither he nor his
12 family members receive -- the testimony, the
13 defendants contend, however, of Ms. Savitsky, the
14 plaintiff's sister, and Mr. DeSimone, basically tend
15 towards the conclusion, the defendant asserts, that
16 partial summary judgment should be granted as to
17 plaintiffs' individual claims in counts one, two,
18 three, four, five -- no, not five -- one through four,
19 inclusive, six and seven, of the amended complaint, to
20 the extent that they have alleged a Springpoint
21 Disclosure Statement or any marketing material or
22 advertisement contained misrepresentations or
23 omissions or violated the CCRC ACT or DCA regulations.

24 Now, in a motion for summary judgment or
25 partial summary judgment, as in this case, pursuant to

1 Rule 4:46, the party submitting the motion must file a
2 separate statement of material facts, and the party
3 responding or opposing must then either admit or not
4 admit that.

5 And, so, as I look at the statement of facts
6 that were submitted in support of the motion, only a
7 few of the statements are admitted, which are the
8 following:

9 One. "Springpoint at Monroe Village is a
10 New Jersey nonprofit corporation that owns and
11 operates a continuing care retirement community
12 in Monroe Township, New Jersey, known as Monroe
13 Village.

14 In the fall of 2008, Evelyn DeSimone,
15 William DeSimone (her son), and Elizabeth
16 Savitsky (her daughter) visited Monroe Village to
17 evaluate whether Mrs. DeSimone would move into an
18 independent living unit at the community."

19 That was number 2.

20 Number 3. "Elizabeth Savitsky and Evelyn
21 DeSimone did most of the evaluations of different
22 communities. The final decision to enter the
23 Residence and Care Agreement with Monroe Village
24 was ultimately made by Elizabeth Savitsky and
25 Evelyn DeSimone."

1 The next statement of fact that is admitted
2 is number 22. Turning to number 22.

3 (Extended pause)

4 THE COURT: "In October 2008, the DeSimone
5 family decided that Evelyn DeSimone would move
6 into Monroe Village."

7 Number 23. "On or about October 13, 2008,
8 Mrs. DeSimone submitted a Confidential Resident
9 Application to Monroe Village."

10 Number 24. "Monroe Village sent to
11 Elizabeth Savitsky a copy of the proposed
12 Residence and Care Agreement."

13 Number 25. "Elizabeth Savitsky held a power
14 of attorney for her mother and executed the
15 Residence and Care Agreement on her mother's
16 behalf in December 2008."

17 The only other admitted statement is number
18 27. "Evelyn DeSimone was a resident at Monroe
19 Village from February 2009 through February [sic]
20 2010."

21 So, out of 27 separate material facts that
22 are set forth, those are the only ones that are
23 admitted, which are, I believe seven. One is
24 disputed. And those submitted material facts which
25 are central to the motion for partial summary judgment

1 relies upon testimony of Ms. Savitsky and Mr.
2 DeSimone.

3 With regard to those, the plaintiff admits
4 only as to the accuracy of the testimony
5 transcription. However, what they allege -- or what
6 they further respond is that you can't just look at
7 the testimony in order to decide the issue of partial
8 summary judgment, you have to look at essentially the
9 arguments that the plaintiffs are advancing. Which
10 was recognized by the Appellate Division in the
11 unpublished decision. And that was that Springpoint
12 had a statutory duty to deliver a copy of the
13 disclosure statement before entering into the CCRC
14 agreement and other statements.

15 And I am not going to read them all in,
16 they're all part of the record as part of this, but
17 when you look then as to the standard that trial
18 judges are guided by in considering a motion for
19 summary judgment or partial motion -- or partial
20 summary judgment, the Court must give all reasonable
21 inferences to the non-moving party. And if there are
22 genuine issues of material fact, the Court must deny
23 the motion for summary judgment.

24 And that's what we have here. We have
25 genuine issues of material fact. The plaintiffs

1 aren't denying that that is the cited testimony;
2 however, it cannot be divorced from the interpretation
3 of the events and how the law applies to it. And this
4 is ultimately a jury question and not for a judge to
5 decide.

6 So, for those reasons, because there are
7 genuine issues of material fact, the motion for
8 partial summary judgment as to individual claims is
9 denied.

10 We will upload the orders this afternoon. I
11 want to thank everyone for their patience in the Court
12 issuing its decisions on these three motions.

13 And the special master or I will reach out
14 to you within 30 days to see whether you've come upon
15 an agreement as to the notice that is to be published.
16 And we'll take it also from there as to other issues
17 that you may want to discuss.

18 Thank you, everyone, and have a happy July
19 4th weekend. We are concluded. Thank you.

20 MR. PASTERNAK: Thank you, Your Honor.

21 MR. COREN: Thank you, Your Honor.

22 THE COURT: Thank you. You're welcome.

23 MR. CLARK: Thank you, Your Honor.

24 MS. FEINGOLD: Thank you.

25 (Hearing adjourned at 3:02 p.m.)

CERTIFICATION

I, TERRY L. DeMARCO, the assigned transcriber, do hereby certify the foregoing transcript of proceedings recorded on CourtSmart, Index Nos. from 2:00:45 to 3:02:00, is prepared to the best of my ability and in full compliance with the current Transcript Format for Judicial Proceedings and is a true and accurate compressed transcript of the proceedings, as recorded.

/s/ Terry L. DeMarco

Terry L. DeMarco

AD/T 566

AOC Number

KLJ Transcription Service

Agency Name

07/12/21

Date