

Linda J. Niedweske – Attorney ID No. 030391988
Kevin E. Barber – Attorney ID No. 021921996
NIEDWESKE BARBER HAGER, LLC
98 Washington Street
Morristown, New Jersey 07960
Phone: (973) 401-0064
Fax: (973) 401-0061
Attorneys for Plaintiffs

SUPERIOR COURT OF NJ
CIVIL DIVISION
ESSEX COUNTY
2016 DEC -6 A 10:16
FILED
RECEIVED
ES

JULIE HAN BRODERICK, DARRON SMITH, and THOMAS SCHRECK,

Plaintiffs,

v.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, DEBORAH BELLO, individually and in her corporate capacity; and JANE AND JOHN DOE, individually and in their corporate capacities,

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION – ESSEX COUNTY
DOCKET NO.

Civil Action

COMPLAINT AND JURY DEMAND

Plaintiffs Julie Han Broderick, Darron Smith and Thomas Schreck, through their attorneys Niedweske Barber Hager, LLC, by way of Complaint against Defendants The Prudential Insurance Company of America (“Prudential”) and Deborah Bello (“Bello”) (hereinafter collectively referred to as “Defendants”), say:

STATEMENT OF THE CASE

1. In this action, Plaintiffs -- who are supervisors in the Investigative Division of Defendant Prudential’s Legal Department -- seek uncapped monetary damages, punitive damages, and other relief based upon Defendants’ retaliatory conduct against them because of their refusal to participate in Defendant Prudential’s cover-up of illegal and fraudulent business practices it has engaged in -- and continues to engage in -- with Wells Fargo Bank. Specifically,

beginning in or about June 2014, Defendant Prudential with and through Wells Fargo Bank created a program to sell term life insurance policies targeted to unsophisticated, low income individuals who were otherwise unable to obtain such policies through conventional means. The program called “MyTerm” was and is in many respects similar to the toxic “reverse mortgages” promoted by the banking industry to unsophisticated, low income individuals during the early 1980s. For example, an applicant for such a policy under “MyTerm”, who were Wells Fargo Bank customers, were not required to submit *any meaningful* medical information about themselves as part of the application process. After learning as early as January 2015 of an extraordinarily high “lapse rate” in these insurance policies, Defendant Prudential’s upper management has engaged in and continues to engage in a concerted effort to prevent and cover-up these facts from regulatory and law enforcement authorities, and the general public. This cover-up is motivated by the public disclosure in September 2016 of Wells Fargo Bank’s other illegal business practices. Since November 2016 -- after Plaintiffs refused to participate in Defendants’ cover-up -- Defendants have engaged in ongoing retaliatory conduct toward Plaintiffs in an attempt to silence them. Indeed, as of the date of the filing of this action, Plaintiffs – who are all married and have young children – are currently on indefinite, unpaid administrative leave, with a threat of imminent termination hanging over their heads.

PARTIES

2. Plaintiff Julie Broderick is a New Jersey citizen residing at 215 Kent Place Boulevard, City of Summit, County of Union, State of New Jersey.
3. At all times relevant, Plaintiff Broderick was Defendant Prudential’s Vice-President, Corporate Counsel and co-head of the Corporate Investigations Division (“CID”).
4. Plaintiff Darron Smith is a New Jersey citizen residing at 70 Gateway Boulevard, Apt. 203, Township of Hillsborough, County of Somerset, State of New Jersey.

5. At all times relevant, Plaintiff Smith was the Director of CID responsible for supervising and managing a team of investigators regarding Defendant Prudential's business and sales practices.

6. Plaintiff Thomas Schreck is a New Jersey citizen residing at 44 Eisenhower Drive, Township of Old Bridge, County of Middlesex, State of New Jersey.

7. At all times relevant, Plaintiff Schreck was the Director of CID responsible for managing investigations regarding Defendant Prudential's business and sales practices.

8. Defendant Prudential has a principal place of business located at 751 Broad Street, City of Newark, County of Essex, State of New Jersey.

9. Defendant Prudential is one of the top United States life insurers and one of the largest life insurance companies worldwide.

10. Defendant Bello, who is the Chief Regulatory Officer of Defendant Prudential, is a New Jersey citizen residing at 25 Sandalwood Drive, Warren, County of Somerset, State of New Jersey.

11. Jane and John Doe are currently unknown Defendant Prudential supervisors who actively and intentionally engaged in retaliatory conduct against Plaintiffs.

FACTUAL BACKGROUND

A. Prudential's "MyTerm" Life Insurance Program

12. In or about June 2014, Defendant Prudential, through Wells Fargo Banks, began to sell MyTerm life insurance policies (the "MyTerm Policies") which were tailored to unsophisticated, low income customers who had difficulties obtaining policies through conventional means.

13. The MyTerm Policies had low premiums and did not require medical background checks.

14. The MyTerm Policies were designed to be self-service and purchased only at kiosks located at Wells Fargo Bank or on home computers using Wells Fargo Bank credit cards or Wells Fargo checking or savings accounts.

15. MyTerm Policies were designed to be sold in this fashion because Wells Fargo Bank representatives were not licensed to sell insurance.

B. January 2015: Defendant Prudential's Surveys of MyTerm Policy Purchasers

16. By January 2015, Defendant Prudential learned that the MyTerm Policies sold through Wells Fargo Bank had a high lapse rate.

17. As a result, Defendant Prudential sent a survey to MyTerm Policy clients to determine the cause of the high lapse rate.

18. Those surveyed ultimately showed that:

- a. More than seven hundred (700) emails were returned as undeliverable;
- b. Twelve (12) clients cited as the reasons for the cancellations that they did not understand the policy or even know about the policy premiums; and
- c. At least one (1) client in Arizona complained of high pressure tactics from a Wells Fargo Bank representative who was trying to sell insurance to a college student who did not need coverage.

19. Defendant Prudential took no action in response to the survey results.

C. **August/September 2016: Defendant Prudential Finally Conducts an Inquiry into the MyTerm Policies**

20. In or about September 2016, in anticipation of a Defendant Prudential Board of Director's meeting on November 8, 2016, Defendant Prudential conducted an inquiry into whether a fraud scheme similar to Wells Fargo Bank accounts could occur at Defendant Prudential.

21. As part of the inquiry, Defendant Prudential evaluated all business relationships it had with Wells Fargo Bank to see if there were any red flags.

22. Defendant Prudential's review found, among other things:

- a. A seventy percent (70%) lapse rate among the MyTerm Policies sold in 2014;
- b. Spikes in sales near the end of each quarter for MyTerm Policies; and
- c. The MyTerm Policies were sold predominately to individuals with Hispanic sounding last names concentrated in southern California, southern Texas, southern Arizona and southern Florida.

23. In or about the beginning of September 2016, Barbara Cooper, Defendant Prudential's Chief Risk Officer for Individual Life Insurance, advised Plaintiff Broderick that she would be receiving a call from Lenore Paoli, Vice-President, Risk Officer for Individual Life Insurance, who reported to Ms. Cooper, requesting assistance with an ongoing review of Wells Fargo Bank's sales of the MyTerm Policies.

24. That same day, Plaintiff Broderick reached out to Ms. Paoli, who advised that Steven Toss, Defendant Prudential's Vice-President, Compliance, would contact her, but Ms. Paoli did not believe that Plaintiff Broderick's help was needed right then.

25. Thereafter, Mr. Toss called Plaintiff Broderick to say that no help was needed at that time.

26. At or about the end of September 2016, Mr. Toss called Plaintiff Broderick to schedule a meeting to review the information Defendant Prudential had obtained regarding Wells Fargo Bank's sales of the MyTerm Policies.

27. A meeting was held and as a result Compliance requested CID's help to review the data, draft a script to conduct client outreach and determine a sufficient sample size to provide credible data.

D. The "Arizona Client" Notifies Prudential of Its Fraud Regarding the MyTerm Policies

28. Within a day of this meeting, CID received a call on its fraud hotline from a client located in Arizona ("Arizona Client") stating that he did not purchase a MyTerm Policy and wanted to know why he received a lapse notice.

29. Under Plaintiffs' supervision, CID conducted a review and found a phone call from someone claiming to be the Arizona Client who was trying to find out how he could cancel the MyTerm Policy before the next premium payment was due.

30. Under Plaintiffs' supervision, CID played the call for the Arizona Client, who did not recognize the voice and confirmed that he had never authorized the purchase of the MyTerm Policy from Wells Fargo Bank.

31. Under Plaintiffs' supervision, CID determined that the MyTerm Policy was opened using a Wells Fargo Bank IP address and that the funds came from a Wells Fargo Bank savings account.

32. The Arizona Client confirmed that he maintained a very small balance in the Wells Fargo Bank savings account and explained that he never used it.

33. This information raised red flags for all Plaintiffs who knew from prior internal investigations that dormant bank accounts are targeted for fraud because the bank statements are rarely reviewed.

34. Plaintiffs concluded that someone had fraudulently purchased a MyTerm Policy using the Arizona Client's name; used his savings account for the first low premium payment; and then tried to cancel it before another withdrawal was made.

35. Defendant Bello was aware of the Arizona Client's complaint and expressed concern that he might contact the police and/or Wells Fargo Bank before Defendant Prudential had an opportunity to warn Wells Fargo Bank.

36. Under Plaintiffs' supervision, CID identified numerous other clients with experiences similar to that of the Arizona Client where a MyTerm Policy was opened, one premium paid, and the MyTerm Policy cancelled before the next payment was due.

37. Under Plaintiffs' supervision, CID listened to all calls associated with the MyTerm Policies and learned that most of the clients did not speak English and needed a Spanish interpreter on the call to assist.

38. The CID investigation, supervised by Plaintiffs, found that many of these clients did not know what they purchased regarding the MyTerm Policies and many did not know how much they owed each month in premiums.

39. In addition, on several occasions, a Wells Fargo Bank representative called Defendant Prudential, sometimes with a client and sometimes without, asking about the MyTerm Policy and how to cancel it, even though no Wells Fargo Bank representatives were supposed to be involved in the sales of the MyTerm Policies.

E. September 2016: Plaintiffs' Investigation into the MyTerm Policies

40. At the end of September 2016, Plaintiffs Schreck and Smith met with Jane Devereaux, Defendant Prudential's Vice President, Business Measurement, to obtain a complete list of the MyTerm Policies sold through Wells Fargo Bank with policy specific information, such as email addresses, home addresses, social security numbers, premium amounts, policy purchase dates, and policy lapse dates.

41. In addition, Plaintiffs Schreck and Smith requested Wells Fargo Bank information used to pay the premiums for the MyTerm Policies and the IP addressed from which the applications were submitted, which Defendant Prudential was unable to provide.

42. Plaintiff Smith's investigation found that:

- a. Eighteen (18) clients who purchased the MyTerm Policies, allowed them to lapse or they were cancelled and then purchased them two (2) more times;
- b. Ninety-nine (99) clients who purchased the MyTerm Policies, allowed them to lapse or they were cancelled and then repurchased them at least one (1) more time;
- c. There were unusual email addresses listed on the MyTerm Policy applications, such as noemail@wellsfargo.com;
- d. Wells Fargo Bank email addresses were listed on the MyTerm Policy applications -- for example, where the MyTerm Policy holder was Jason Smith, the email address might be for johndoe@wellsfargo.com;
- e. Names listed on the email address did not match the name of the MyTerm Policy holder;

- f. There were unusual street addresses listed on the MyTerm Policies, such as Wells Fargo Drive;
- g. Cell phone numbers were listed as emails, such as 1234567@verizon.net, which was very similar to how fraudulent bank accounts were opened at Wells Fargo Bank;
- h. There were high lapse/cancellation rates in forty-five (45) days or less from the MyTerm Policy placement; and
- i. Overall, there were a large number of similarities between how Wells Fargo Bank opened fraudulent bank accounts and how the MyTerm Policies were being sold through Wells Fargo Bank.

43. In or around this time, Plaintiff Broderick repeatedly notified Defendant Prudential upper management of the fraudulent conduct identified with the sale of the MyTerm Policies through Wells Fargo Bank, including those referenced above.

44. Plaintiffs prepared a script for client outreach, which was reviewed and approved by Defendant Prudential upper managers, including Steven Shine, who had a direct reporting relationship to Defendant Bello.

F. October 2016: CID's Client Outreach Program Regarding the MyTerm Policies

45. In or about the first week of October 2016, Plaintiffs Schreck and Smith selected CID investigators to conduct the client outreach and explained to the investigators the details/background of the matter under investigation and the plan to divide up the client outreach, including a review of the script.

46. Plaintiffs selected as a sample: (a) eighteen (18) clients who purchased the MyTerm Policy, allowed it to lapse, and then repurchased it two (2) more times; (b) twenty

percent (20%) of the ninety-nine (99) clients who purchased the MyTerm Policy, allowed it to lapse, and then repurchased it one (1) more time; and (c) ten percent (10%) of all MyTerm Policies that lapsed in all states at or under forty-five (45) days, which would be shortly before the second premium payment would be due.

47. By the middle of October 2016, CID was prepared to conduct the client outreach with the approval and consent of upper management.

48. Prior to that effort, Defendant Bello learned of CID's plans and directed that no further action be taken on the MyTerm Policies outreach program.

49. In or around this time, upon information and belief, Defendant Bello removed Mr. Shine from oversight of the outreach effort and took charge of it herself.

50. On or about October 24, 2016, James Drouin, another CID manager resigned from Defendant Prudential and threatened Plaintiff Smith that he was going to get that "gook bitch," referencing Plaintiff Broderick, because she allegedly disrespected him at a meeting and escalated a complaint made by that "spic c*nt," referencing an Hispanic female employee, which resulted in Mr. Drouin being placed on a performance improvement plan.

51. Mr. Drouin stated that he "screwed" his previous management at Lehman Brothers after he was let go and that he would do the same thing at Defendant Prudential because he was a very "vengeful" person.

52. He referenced that Plaintiffs Smith and Schreck would be "collateral damage."

53. Plaintiffs continued with the Wells Fargo Bank investigation, including participation on daily morning calls with Defendant Prudential upper management.

G. October 31, 2016: Pre-Conference Call Regarding the MyTerm Policies

54. On or about October 31, 2016, Plaintiff Broderick participated in a pre-conference call with, among others, Plaintiff Smith, in preparation for the next day's conference call with senior management to discuss the ongoing investigation.

55. During this call, Plaintiff Broderick learned that Defendant Bello did not want CID to conduct client outreach because she wanted to give Wells Fargo Bank the first opportunity to respond in order to maintain that business relationship.

56. Plaintiff Broderick objected and disagreed with Defendant Bello's approach because Defendant Prudential's fiduciary obligation was to protect its clients.

57. Plaintiff Broderick also explained that a regulator would question why Defendant Prudential contacted Wells Fargo Bank before contacting its own clients; Wells Fargo Bank was already under investigation for similar circumstances and would have no incentive to find wrongdoing; and Defendant Prudential would lose control of the investigation waiting for Wells Fargo Bank to conduct its own due diligence.

58. Plaintiff Broderick was particularly concerned that Defendant Prudential would not be motivated to take remedial action, in addition to having no supervision or controls to monitor the MyTerm Policies, despite knowing that the target clients were unsophisticated and low income, who were believed to have English as a second language.

H. November 1, 2016: Conference Call by Prudential's Upper Management Regarding the MyTerm Policies

59. On the morning of November 1, 2016, Plaintiff Broderick was contacted by a Defendant Prudential upper manager who had been on the pre-call and she repeated how strongly she felt about conducting outreach to Defendant Prudential's clients before contacting Wells Fargo Bank.

60. Plaintiff Broderick offered to address this issue during the call with senior management in case others were too intimidated to challenge Defendant Bello.

61. At the outset of a conference call on the afternoon of November 1st, a Defendant Prudential upper manager asked Plaintiff Broderick to outline her concerns about allowing Wells Fargo Bank to first investigate the issues surrounding the MyTerm Policies.

62. While Plaintiff Broderick detailed her concerns, Defendant Bello repeatedly and intentionally interrupted her causing Plaintiff Broderick to repeatedly request that she be allowed to state her concerns and objections without interruption.

63. Significantly, during this telephone call, Defendant Bello repeatedly directed that Wells Fargo Bank be given the first opportunity to investigate and respond to the MyTerm Policies in order to maintain the business relationship, and criticized Plaintiff Broderick for not instructing the Arizona Client to not contact law enforcement.

64. Despite Plaintiff Broderick's objections, Defendant Bello advised that her approach had already been approved by Defendant Prudential's upper management.

65. At the conclusion of the call, Defendant Prudential's upper management determined that Defendant Bello's approach would be implemented and Defendant Prudential would contact Wells Fargo Bank to advise of the abnormalities with the MyTerm Policies, forward CID's findings and data, and request a response on a rolling basis.

66. During the evening of November 1, 2016, Plaintiff Broderick was reprimanded by her supervisor for challenging Defendant Bello while other upper managers were on the call.

I. Post-November 1, 2016: Defendant Prudential's Cover Up and Retaliation Against Plaintiffs

67. On or about November 3, 2016, Defendant Prudential sent a letter to Wells Fargo Bank as a follow-up to the call referenced in paragraphs 61-65.

68. During one of the daily morning calls in early November 2016, Plaintiff Broderick requested a Defendant Prudential upper manager to ask Wells Fargo Bank if Wells Fargo Bank had a duty as a result of law enforcement's investigation into Wells Fargo Bank to report the fraudulent sales practices in connection with the MyTerm Policies.

69. On or about November 4, 2016, Plaintiff Schreck contacted the Arizona Client, who indicated that he was aware that Wells Fargo Bank had been in the news regarding false bank accounts and believed he was a victim of that scheme.

70. At or about this same time, Plaintiffs learned that Defendant Prudential's Policy Owner Relations Department ("PRD") received a client complaint that a MyTerm Policy was opened without his authorization.

71. PRD was unable to reach the client, so Plaintiff Broderick suggested that CID conduct an investigation.

72. On or about November 9, 2016, Plaintiff Broderick had her regularly scheduled meeting with her assigned mentor who chastised Plaintiff Broderick for going against Defendant Bello and advised that it was not Plaintiff Broderick's role or her pay grade to question the Chief Regulatory Officer.

73. She also told Plaintiff Broderick that she had embarrassed her supervisor and lost his trust, which she needed to regain.

74. Her mentor told Plaintiff Broderick that she had broken the cardinal rule of not making waves during the black-out period when bonuses and ratings are decided.

75. Finally, her mentor also warned Plaintiff Broderick that conduct like this could jeopardize her end of the year rating and her promotion.

76. On or about November 10, 2016, Plaintiffs Broderick and Schreck participated in a regularly scheduled telephone call to discuss the status of the MyTerm Policies with various Defendant Prudential upper managers.

77. During the call, Defendant Prudential upper management rejected Plaintiff Broderick's recommendation to have Wells Fargo Bank compare the email addresses on the MyTerm Policies to make sure that they did not match any Wells Fargo bank employees' email addresses. This was deemed too aggressive an approach.

78. Plaintiff Broderick objected that Defendant Prudential was already aware that most of the emails were invalid and Wells Fargo Bank would not know the email addresses of Defendant Prudential clients.

79. Plaintiff Broderick emphasized that this was routine conduct in any fraud investigation.

80. Once again, Defendant Prudential's upper management rejected this approach claiming that this should only occur "where there was a suspicion of fraud," which it claimed was not the case.

81. Defendant Prudential's upper management emphasized that it did not want to alienate Wells Fargo Bank or be too accusatory.

82. On or about November 15, 2016, Plaintiff Broderick's supervisor engaged Plaintiff Broderick in a conversation during which he effectively warned her to get in line with Defendant Prudential policy and business interests regarding the MyTerm Policies.

83. In response, Plaintiff Broderick objected and explained that it was Defendant Prudential's obligation to protect its clients' best interests, especially in situations involving fraud.

84. On or about November 21, 2016, Plaintiff Broderick received and reviewed emails showing that Defendant Prudential had taken no action despite knowing for quite some time about the high lapse rates and client complaints. In particular, there was an email between Wells Fargo Bank and Defendant Prudential indicating that Wells Fargo Bank employees were actively involved in selling the MyTerm Policies, a violation of State and Federal law.

85. Plaintiff Broderick forwarded these documents via email to various Defendant Prudential upper managers highlighting the problems and requesting a further CID investigation.

86. Minutes later, Plaintiff Broderick was called into her supervisor's office where she was placed on an administrative leave.

87. At that same time, Plaintiffs Smith and Schreck were also placed on an administrative leave.

88. According to Defendant Prudential, Plaintiffs were placed on the administrative leave as a result of a specious ethics complaint filed by Mr. Drouin, a former disgruntled employee.

89. Plaintiffs were then escorted out of the building in front of their peers in the fashion of a "perp walk" by security and Human Resources.

90. Plaintiffs were required to turn in their security badges and computers and were removed from all computer systems including Defendant Prudential's telephone directory, despite being placed only on an administrative leave.

91. Thereafter, Plaintiffs were wrongfully terminated.

FIRST COUNT
(Conscientious Employee Protection Act - CEPA)

92. Plaintiffs repeat and reallege every allegation contained in the previous paragraphs of this Complaint as if set forth at length herein.

93. Plaintiffs engaged in whistleblowing conduct protected by the New Jersey Conscientious Employee Protection Act, N.J.S.A. 34:19-1, *et seq.* (“CEPA”).

94. As a result of these protected activities, Plaintiffs were subjected to an increasingly hostile and retaliatory environment and materially adverse employment actions.

95. As a direct and proximate result of Defendants’ illegal retaliation, Plaintiffs have and continue to suffer loss of income, loss of benefits, and other financial losses.

96. As a direct and proximate result of Defendants’ illegal retaliation, Plaintiffs have and continue to suffer pain, suffering, and emotional distress.

97. As a direct and proximate result of Defendants’ illegal retaliation, Plaintiffs have suffered and continue to suffer economic damages, loss of enjoyment of life, pain and suffering, impairment, personal physical injury and exacerbation of personal physical injury.

SECOND COUNT
(Individual Liability - CEPA)

98. Plaintiffs repeat and reallege every allegation contained in the previous paragraphs of this Complaint as if set forth at length herein.

99. Defendant Bello is a supervisor and upper manager at Defendant Prudential.

100. Defendant Bello was a decision-maker in connection with Plaintiffs’ retaliatory suspension and termination.

101. Defendant Bello actively and intentionally engaged in the retaliatory conduct against Plaintiffs.


102. As a direct and proximate result of Defendants’ illegal retaliation, Plaintiffs have and continue to suffer loss of income, loss of benefits, and other financial losses.

103. As a direct and proximate result of Defendants’ illegal retaliation, Plaintiffs have and continue to suffer pain, suffering, and emotional distress.

104. As a direct and proximate result of Defendants' illegal retaliation, Plaintiffs have suffered and continue to suffer economic damages, loss of enjoyment of life, pain and suffering, impairment, personal physical injury and exacerbation of personal physical injury.

WHEREFORE, Plaintiffs Julie Han Broderick, Darron Smith and Thomas Schreck demand judgment against Defendants for back pay, front pay, compensatory damages, exacerbation of their medical conditions, punitive damages, interest, negative tax consequences as a result of any jury verdict, counsel fees, costs of suit and such other relief as the Court may deem appropriate.

NIEDWESKE BARBER HAGER, LLC
Attorneys for Plaintiffs Julie Han Broderick,
Darron Smith and Thomas Schreck


By: 
Kevin Barber

Dated: December 6, 2016

JURY DEMAND

Plaintiffs demand trial by jury on all issues.

NIEDWESKE BARBER HAGER, LLC
Attorneys for Plaintiffs Julie Han Broderick,
Darron Smith and Thomas Schreck


By: 
Kevin Barber

Dated: December 6, 2016

DESIGNATION OF TRIAL ATTORNEY

Kevin Barber, Esq. is hereby designated as trial counsel in the within matter.

NIEDWESKE BARBER HAGER, LLC
Attorneys for Plaintiffs Julie Han Broderick,
Darron Smith and Thomas Schreck

By: 

Kevin Barber

Dated: December 6, 2016


CERTIFICATION PURSUANT TO R. 4:5-1

I, Kevin Barber, certify as follows:

I am a partner in the Law Firm of Niedweske Barber Hager, LLC, attorneys for Plaintiffs Julie Han Broderick, Darron Smith and Thomas Schreck, in the above-entitled action. To the best of my knowledge, the matter in controversy is not the subject of any other action pending in any court or arbitration proceeding, no other action or arbitration proceeding is contemplated, and no other parties should be joined in this action.

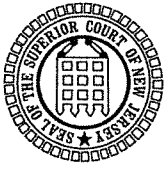

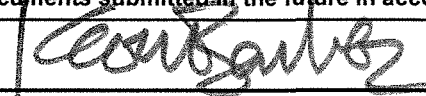
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

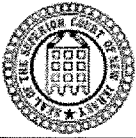
NIEDWESKE BARBER HAGER, LLC
Attorneys for Plaintiffs Julie Han Broderick,
Darron Smith and Thomas Schreck

By: 
Kevin Barber

Dated: December 6, 2016

Appendix XII-B1

	<h2 style="margin:0;">CIVIL CASE INFORMATION STATEMENT</h2> <h3 style="margin:0;">(CIS)</h3> <p style="margin:0;">Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed</p>		FOR USE BY CLERK'S OFFICE ONLY PAYMENT TYPE: <input type="checkbox"/> CK <input type="checkbox"/> CG <input type="checkbox"/> CA CHG/CK NO. AMOUNT: OVERPAYMENT: BATCH NUMBER:
	ATTORNEY / PRO SE NAME Kevin Barber, Esq.		TELEPHONE NUMBER (973) 401-0064
	COUNTY OF VENUE Essex		DOCKET NUMBER (when available)
	FIRM NAME (if applicable) Niedweske Barber Hager, LLC		DOCUMENT TYPE Complaint
	OFFICE ADDRESS 98 Washington Street Morristown, NJ 07960		JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
NAME OF PARTY (e.g., John Doe, Plaintiff) Julie Broderick, Darron Smith and Tom Schreck, Plaintiffs		CAPTION Julie Broderick, Darron Smith and Tom Schreck v. The Prudential Insurance Company of America and Deborah Bello	
CASE TYPE NUMBER (See reverse side for listing) 616	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.	
RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS	
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN	
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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input checked="" type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS	
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION	
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		IF YES, FOR WHAT LANGUAGE?	
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 <i>Rule 1:38-7(b)</i> .			
ATTORNEY SIGNATURE: 			



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT – OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN | 292 PELVIC MESH/BARD |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 282 FOSAMAX | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR |
| 287 YAZ/YASMIN/OCELLA | 300 TALC-BASED BODY POWDERS |
| 289 REGLAN | 601 ASBESTOS |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 623 PROPECIA |
| 291 PELVIC MESH/GYNECARE | |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category Putative Class Action Title 59