

LAW OFFICES OF DANIEL P. HARTSTEIN, LLC

BY: Daniel P. Hartstein #048411993

Commerce Center
1800 Chapel Ave. West, Suite 320
Cherry Hill, NJ 08002
(856) 910-8900

2016 DEC 22 AM 11:43

ATTORNEY FOR PLAINTIFF

Renee Friedman	:	SUPERIOR COURT OF NEW JERSEY
Plaintiff	:	LAW DIVISION: L-2786-14
v.	:	ATLANTIC COUNTY
Seashore Gardens Living Center	:	
and	:	CIVIL ACTION
DePaul Healthcare Systems at	:	
Absecon Manor	:	
and	:	COMPLAINT AND
Lowenstein-Saraceno Funeral	:	
Home	:	JURY DEMAND
and	:	
ABC, Inc. 1-10 (fictitious entities),	:	
Defendants	:	

Plaintiff claims damages of the Defendants and, by way of Complaint against the defendants, states:

1. Seashore Gardens Living Center (hereinafter "Seashore Gardens") is a corporation or other entity which, at all times relevant hereto, owned, controlled and/or operated home for the aged facility located at 22 W. Jimmie Leeds Rd., Galloway Township, NJ 08205.
2. Absecon Manor Nursing & Rehabilitation Center (hereinafter "Absecon Manor"), is a corporation or other entity which, at all times relevant hereto, owned, controlled and/or operated a nursing home located at 1020 Pitney Rd., Absecon, NJ 08201.
3. Lowenstein-Saraceno Funeral Home is a funeral home doing business at 58 South New York Road, Galloway, NJ 08205.

4. Defendants ABC, Inc. 1-10 (fictitious entities), at all times relevant hereto, are entities and/or individuals who were involved in the negligent, careless, and reckless acts causing injury to Plaintiff.

5. All of the acts alleged to have been done, or not to have been done herein, by defendants, were done or not done, by said defendants, their duly authorized agents, ostensible agents, servants, workmen, and/or employees acting within the course and scope of their employment with and on behalf of the said defendants.

6. Plaintiff, Renee Friedman, is the daughter of Lea Knop, who passed away at Absecon Manor on February 13, 2015.

7. Lea Knop was born on December 12, 1927, in the Transylvania region of Romania and was a Holocaust survivor.

8. In or around December 2005, Lea Knop established an irrevocable prepaid funeral trust with Choices – New Jersey Prepaid Funeral Trust Fund (hereinafter “Choices”) for herself.

9. Choices is a trust operated by the New Jersey State Funeral Directors’ Association (“NJSFDA”).

10. “Choices” has a readily accessible toll free number and receives calls on a daily basis from nursing homes, funeral homes, and state offices, in New Jersey inquiring about the existence of funeral trust accounts when an elderly person dies with no known instructions.

11. The Choices irrevocable prepaid funeral trust was drafted for Lea Knop by Roth-Goldsteins’ Memorial Chapel (hereinafter “Roth-Goldsteins”) in Atlantic City, NJ.

12. The account established by Lea Knop was an FDIC insured pre-paid funeral account with instructions that, upon her death, she was to have a Jewish funeral service provided

by Roth-Goldsteins' and to be buried at Shalom Memorial Park in Huntingdon Valley, PA, next to her deceased husband, Izack Friedman, who died years earlier.

13. Upon information and belief, both Roth-Goldsteins' and Choices had records of Lea Knop's Choices pre-paid funeral account.

14. At the time Lea Knop established her Choices prepaid funeral trust, she knew that her daughter, Plaintiff, Renee Friedman, who lived a significant distance from New Jersey, was experiencing significant stresses in her personal life and wished not to burden or add stress to her daughter's life once she passed away.

15. At the time Lea Knop established her Choices prepaid funeral trust, she was aware that her daughter, Plaintiff, Renee Friedman, was experiencing financial problems and she did not want to create further financial strain upon her daughter by having to pay for her eventual funeral.

16. Moreover, due to Renee Friedman's distance from New Jersey and personal situation, Lea Knop did not share the Choices New Jersey pre-paid funeral trust documentation with her daughter, rather just comforting her by letting Renee Friedman know not to worry when she dies someday because she took care of it.

17. By late July 2011, Lea Knop was 84 years old and was experiencing symptoms of dementia. She was admitted to Defendant, Seashore Gardens, as she was no longer capable of living in her own apartment.

18. Upon her admission to Seashore Gardens, a social worker provided information on the Admissions Application that clearly stated that Lea Knop did have a pre-paid funeral and that the Funeral Home was Roth Goldsteins'.

19. The Face Sheet from Seashore Gardens for Lea Knop clearly indicates "Pre-paid Funeral: YES" and lists Roth-Goldstein.

20. An "Office Record" from Seashore Gardens further clearly indicates "Funeral Prepaid: YES" and lists Roth-Goldsteins next to "Undertaker".

21. Additionally, a Statement of Funeral Goods and Services Selected was among the records in Lea Knop's chart at Seashore Gardens, as well as documentation from "Choices" and trust account statements from "Choices".

22. Additionally, in a Social Services Note dated 9/13/2011 from Seashore Gardens, it is clearly recorded:

Spoke to Roth Goldstein and reported SS# so they can correct prepaid funeral info/Choices

23. Renee Friedman was listed as "next of kin" in Lea Knop's records at Seashore Gardens.

24. Upon information and belief, Jason Goldstein of Roth-Goldstein's met with Lea Knop and her social worker at Seashore Gardens on 9/15/2011 to make revisions to the irrevocable trust to comply with Medicaid regulations.

25. As her dementia worsened, Lea Knop was transferred to Absecon Manor on 10/31/2011 (after being admitted for several days AtlantiCare Regional Medical Center on 10/27/2011) for 24-hour specialized nursing care after being approved for "Behavioral SCNF".

26. Among Lea Knop's diagnoses upon her admission to Absecon Manor were:

- Dementia CCE w/ Behavioral Disturbances
- Senile Dementia With Delusional Features

27. Upon Lea Knop's admission to Absecon Manor, Seashore Gardens failed to provide a copy of Lea Knop's complete records to Absecon Manor.

28. Although Seashore Gardens did supply copies of some of Lea Knop's records to Absecon Manor, the records supplied did not include any reference to the "Choices" pre-paid funeral account or Roth-Goldstein's.

29. At the time Seashore Gardens failed to transfer Lea Knop's complete records to Absecon Manor, Seashore Gardens had notice that Lea Knop's daughter and next of kin was Renee Friedman.

30. In wholly failing to provide documentation to Absecon Manor regarding Lea Knop's prepaid funeral trust with Choices, it was foreseeable that such failure would cause harm to Renee Friedman, Lea Knop's daughter and next of kin.

31. Upon information and belief, Absecon Manor, despite admitting an almost 84 year old woman with the diagnoses set forth above, along with several diagnoses of physical ailments, did not obtain any information or documentation from Seashore Gardens regarding whether Lea Knop had a pre-paid funeral and any related information.

32. Upon information and belief, despite admitting an almost 84 year old woman with these diagnoses, along with several diagnoses of physical ailments, Absecon Manor did not make any inquiry to Seashore Gardens regarding whether Lea Knop had a pre-paid funeral and any related information.

33. Renee Friedman was listed as "next of kin" in Lea Knop's records at Absecon Manor.

34. During the final years of Lea Knop's life, Plaintiff, Renee Friedman, knew that her mother's funeral had been planned and paid for and this gave her great comfort and relief.

35. Renee Friedman, who lived in Miami, Florida, loved her mother deeply, and visited her at Absecon Manor when she could afford to travel to see her.

36. By the time Lea Knop died on February 13, 2015, Absecon Manor had nothing in Lea Knop's file regarding her pre-paid funeral trust with Choices and Roth-Goldstein's.

37. Following the death of Lea Knop, employees/agents of Absecon Manor failed to contact Seashore Gardens to seek any information they might have had regarding funeral arrangements for Lea Knop.

38. Following the death of Lea Knop, employees/agents of Absecon Manor failed to contact NJ Choices to seek any information they might have had regarding a funeral for Lea Knop.

39. Failing to seek out any information from Seashore Gardens and NJ Choices, and without any documentation in the Absecon Manor records regarding Lea Knop's prepaid irrevocable trust, an employee/agent of Absecon Manor called Renee Friedman at her home in Miami and asked her what she wanted to do.

40. Renee Friedman, in mourning at the loss of her mother, informed the employee/agent that her mother had made funeral arrangements and that they have such arrangements.

41. When the employee/agent of Absecon Manor informed Renee Friedman that there was no information regarding a funeral arrangement, she urged the employee/agent to look again for such funeral arrangement.

42. Renee Friedman was confused and extremely upset. She knew her mother had told her that she had taken care of everything and not to worry about making any arrangements or having to pay for anything after she died.

43. By the failure of Absecon Manor to seek records and/or information from Seashore Gardens regarding whether Lea Knop had a pre-paid funeral and any related

information, it was foreseeable that such failure would cause harm to Renee Friedman, Lea Knop's daughter and next of kin.

44. In failing to contact NJ Choices regarding whether Lea Knop had a pre-paid funeral and any related information, it was foreseeable that such failure would cause harm to Renee Friedman, Lea Knop's daughter and next of kin.

45. Purportedly needing to move Lea Knop's body, the employee/agent read the names of three funeral homes in the area over the telephone and instructed Renee Friedman to choose one.

46. Renee Friedman did not have any money to pay for a funeral for her mother.

47. Renee Friedman, believing she had no other choice, chose Lowenstein-Saraceno Funeral Home, believing "Lowenstein" must be a Jewish funeral home .

48. Subsequently, Renee Friedman received a telephone call from a man whom she understood to be the owner of Lowenstein-Saraceno Funeral Home in Egg Harbor City, NJ.

49. It was represented to Renee Friedman that her mother did not have any assets to pay for a funeral and that his Lowenstein-Saraceno Funeral Home did not have refrigeration and that she needed to make a decision about a funeral.

50. Renee Friedman was not informed that there were other funeral homes in the area that did have refrigeration.

51. Renee Friedman informed the man whom she understood to be the owner of Lowenstein-Saraceno Funeral Home that she believed her mother had arranged for a funeral and she implored him to check.

52. The man whom she understood to be the owner of Lowenstein-Saraceno Funeral Home represented to Renee Friedman that he would check as to whether Lea Knop did arrange for a funeral.

53. Upon information and belief, Lowenstein-Saraceno Funeral Home is a member of the New Jersey Funeral Directors Association, the same organization that provides NJ Choices prepaid irrevocable funeral trusts.

54. Upon information and belief, Lowenstein-Saraceno Funeral Home never contacted NJ Choices inquiring as to whether there was any record of a prepaid funeral trust fund for Lea Knop.

55. Upon information and belief, had Lowenstein-Saraceno Funeral Home contacted NJ Choices, they would have been informed that Lea Knop did have a prepaid funeral trust and that Roth-Goldsteins Funeral Home was to conduct a pre-paid Jewish funeral service for Lea Knop.

56. Lowenstein-Saraceno Funeral Home contacted Renee Friedman and informed her that there was no information regarding any funeral arrangements for Lea Knop.

57. Renee Friedman, in mourning, with no money for a funeral, and no way to get to New Jersey at that time, felt trapped, pressured, and without options.

58. Renee Friedman relied upon the information provided by the man whom she understood to be the owner of Lowenstein-Saraceno Funeral Home as true and complete.

59. The man whom she understood to be the owner of Lowenstein-Saraceno Funeral Home suggested that they cremate Lea Knop due to lack of money for a funeral and burial plat and the need to do something with the unrefrigerated body.

60. Jewish custom forbids cremation.

61. Upon information and belief, the man whom she understood to be the owner of Lowenstein-Saraceno Funeral Home was aware that Lea Knop was Jewish and, as a funeral home director in New Jersey, was aware that Jewish law and custom forbids cremation.

62. In failing to contact NJ Choices regarding whether Lea Knop had a pre-paid funeral and any related information, it was foreseeable to Lowenstein-Saraceno Funeral Home that such failure would cause harm to Renee Friedman, Lea Knop's daughter and next of kin.

63. In making misrepresentations to Renee Friedman that he had checked everywhere as to whether Lea Knop had a pre-paid funeral and any related information, it was foreseeable to Lowenstein-Saraceno Funeral Home that such failure would cause harm to Renee Friedman, Lea Knop's daughter and next of kin.

64. Renee Friedman, who was out of options due to representations that her mother's body had no refrigeration and there were no funds to handle her body or a funeral and burial, regretfully agreed to the cremation. She felt wholly defeated and that she had failed her mother.

65. After the cremation of the body of Lea Knop, Lowenstein-Saraceno Funeral Home sent an urn to Renee Friedman with her mother's ashes. Totally unaccustomed to such an item, she had no idea what to do with it and experienced further feelings of extreme depression and failure.

66. The events following her mother's death sent Renee Friedman into a deep depression and caused her great anxiety. She had continued nightmares of her mother being chased by Nazi soldiers.

67. In May 2015, with the urn containing her mother's ashes still in her apartment in Miami, Renee Friedman received a telephone call from Jason Goldstein of Roth-Goldsteins Funeral Home.

68. Jason Goldstein related to her that Lea Knop did have a prepaid funeral trust and that a mistake had been made.

69. Upon information and belief, Lowenstein-Saraceno Funeral Home had billed NJ Medicaid for the cremation of Lea Knop and, in turn, NJ Medicaid contacted NJ Choices to find out if Lea Knop had left a prepaid trust.

70. Upon learning of the death of Lea Knop, NJ Choices contacted Roth-Goldsteins' and informed them of Lea Knop's death.

71. Renee Friedman was extremely shocked and confused upon learning from Roth-Goldsteins' that her mother did have a prepaid funeral trust fund and that nobody had contacted Roth-Goldsteins'.

72. Due to the acts and failures to act on the part of the defendants, the situation from which Lea Knop was trying to protect her daughter and next of kin, Renee Friedman, occurred.

73. Due to the acts and failures to act on the part of the defendants, Lea Knop was cremated rather than being buried in accordance with her Jewish faith next to her husband, causing great psychological and emotional pain and suffering to her daughter and next of kin, Renee Friedman.

74. Due to the acts and failures to act on the part of the defendants, Lea Knop's daughter and next of kin, Renee Friedman, has had to endure the fact that her mother, a Holocaust survivor, was cremated, causing great psychological and emotional pain and suffering to her daughter and next of kin, Renee Friedman. .

FIRST COUNT
RENEE FRIEDMAN v. SEASHORE GARDENS LIVING CENTER

75. Plaintiff incorporates by reference the above paragraphs, 1 through 74, as though more fully set forth herein.

76. The negligence, carelessness, and recklessness of Defendant, Seashore Gardens Living Center, consisted, *inter alia*, of the following:

- (a) failing to provide Lea Knop's complete records to Absecon Manor;
- (b) failing to provide information and./or documentation of Lea Knop's pre-paid funeral trust with NJ Choices to Absecon Manor;

77. As a direct and proximate result of the recklessness, carelessness and negligence of the defendant, Seashore Gardens Living Center, plaintiff, Renee Friedman, was caused to suffer injuries which are serious and permanent in nature, which injuries necessitated her obtaining medical/psychological treatment, incurring bills, caused her great pain, suffering, incapacitated her from pursuing her usual activities, and that will in the future cause pain and suffering and require medical/psychological treatment.

78. As a further result of the aforementioned, plaintiff, Renee Friedman, has suffered significant personal and economic hardship, including medical/psychological bills and will in the future be caused to expend large sums of money for medical/psychological care in an effort to cure and alleviate her injuries.

79. As a further result of the said injuries and harm caused by the recklessness, carelessness and negligence of defendant, Seashore Gardens Living Center, plaintiff, Renee Friedan, has been and will in the future continue to be deprived of the normal course of enjoyment of her life and full participation of her daily activities, and was otherwise harmed and damaged.

WHEREFORE, plaintiff, Renee Friedman, demands judgment on this Count of the Complaint against defendant, Seashore Gardens Living Center, for damages, interest and cost of suit.

**SECOND COUNT
RENEE FRIEDMAN v. ABSECON MANOR**

80. Plaintiff incorporates by reference the above paragraphs, 1 through 79, as though more fully set forth herein.

81. The negligence, carelessness, and recklessness of Defendant, Absecon Manor, consisted, *inter alia*, of the following:

- (a) failing to obtain Lea Knop's complete records from Seashore Gardens Living Center;
- (b) failing to obtain information regarding Lea Knop's NJ Choices funeral trust from Seashore Gardens Living Center;
- (c) failing to request information regarding Lea Knop's NJ Choices funeral trust from Seashore Gardens Living Center;
- (d) failing to contact NJ Choices upon the death of Lea Knop to check if Lea Knop did have a prepaid NJ funeral trust;
- (e) failing to contact Seashore Gardens Living Center upon the death of Lea Knop seeking information about whether there was any record or documentation as to funeral arrangements for Lea Knop;

82. As a direct and proximate result of the recklessness, carelessness and negligence of the defendant, Absecon Manor, plaintiff, Renee Friedman, was caused to suffer injuries which are serious and permanent in nature, which injuries necessitated her obtaining

medical/psychological treatment, incurring bills, caused her great pain, suffering, incapacitated her from pursuing her usual activities, and that will in the future cause pain and suffering and require medical/psychological treatment.

83. As a direct and proximate result of the recklessness, carelessness and negligence of the defendant, Absecon Manor, plaintiff, Renee Friedman, has suffered significant personal and economic hardship, including medical/psychological bills and will in the future be caused to expend large sums of money for medical/psychological care in an effort to cure and alleviate his injuries.

84. As a further result of the said injuries and harm caused by the recklessness, carelessness and negligence of defendant, Absecon Manor, plaintiff, Renee Friedan, has been and will in the future continue to be deprived of the normal course of enjoyment of her life and full participation of her daily activities, and was otherwise harmed and damaged.

WHEREFORE, plaintiff, Renee Friedman, demands judgment on this Count of the Complaint against defendant, Absecon Manor, for damages, interest and cost of suit.

THIRD COUNT
RENEE FRIEDMAN v. LOWENSTEIN-SARACENO FUNERAL HOME

85. Plaintiff incorporates by reference the above paragraphs, 1 through 84, as though more fully set forth herein.

86. The negligence, carelessness, and recklessness of Defendant, Lowenstein-Saraceno Funeral Home, consisted, *inter alia*, of the following:

(a) failing to obtain Lea Knop's complete records from Seashore Gardens Living Center;

(b) failing to obtain information regarding Lea Knop's NJ Choices funeral trust from Seashore Gardens Living Center;

(c) failing to request information regarding Lea Knop's NJ Choices funeral trust from Seashore Gardens Living Center;

(d) failing to contact NJ Choices upon the death of Lea Knop to check if Lea Knop did have a prepaid NJ funeral trust;

(e) failing to contact Seashore Gardens Living Center upon the death of Lea Knop seeking information about whether there was any record or documentation as to funeral arrangements for Lea Knop;

87. As a direct and proximate result of the recklessness, carelessness and negligence of the defendant, Lowenstein-Saraceno Funeral Home, plaintiff, Renee Friedman, was caused to suffer injuries which are serious and permanent in nature, which injuries necessitated her obtaining medical treatment, incurring medical/psychological bills, caused her great pain, suffering, incapacitated her from pursuing her usual activities, and that will in the future cause pain and suffering and require medical/psychological treatment.

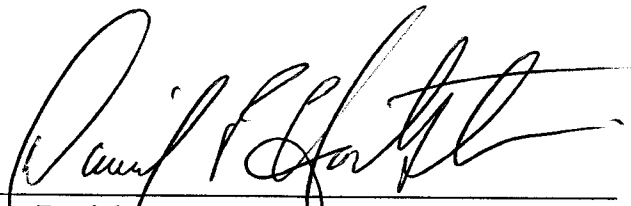
88. As a direct and proximate result of the recklessness, carelessness and negligence of the defendant, Lowenstein-Saraceno Funeral Home, plaintiff, Renee Friedman, has suffered significant personal and economic hardship, including medical/psychological bills and will in the future be caused to expend large sums of money for medical/psychological care in an effort to cure and alleviate her injuries.

89. As a further result of the said injuries and harm caused by the recklessness, carelessness and negligence of defendant, Lowenstein-Saraceno Funeral Home, plaintiff, Renee Friedan, has been and will in the future continue to be deprived of the normal course of

enjoyment of her life and full participation of her daily activities, and was otherwise harmed and damaged.

WHEREFORE, plaintiff, Renee Friedman, demands judgment on this Count of the Complaint against defendant, Lowenstein-Saraceno Funeral Home, for damages, interest and cost of suit.

LAW OFFICES OF DANIEL P. HARTSTEIN, LLC

BY: 
Daniel P. Hartstein, Esquire
Attorney for Plaintiff

Dated: December 19, 2016