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Attorneys for Plaintiff

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

NJ PUPPY STORE t/a WAYNE PUPPIES <p style="text-align: center;"><i>Plaintiff,</i></p> v. TOWNSHIP OF TEANECK; CURTIS CAVINESS, Chief Registered Environmental Health Specialist and Health Department Township Manager; and HILARY GOLDBERG <p style="text-align: center;"><i>Defendants.</i></p>	Docket No.: <i>Civil Action</i> COMPLAINT AND JURY DEMAND
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Plaintiff NJ Puppy Store t/a Wayne Puppies (“Wayne Puppies”), located at 519 Cedar Lane, Teaneck, New Jersey 07666 for its complaint against Defendants Township of Teaneck and Curtis Caviness, located at 818 Teaneck Road, Teaneck, New Jersey 07666 (collectively the “Township”), and Hilary Goldberg, located at 984 Queen Anne Road, Teaneck, New Jersey 07666 (“Goldberg”) states:

NATURE OF THIS ACTION

1. This is an action under the New Jersey Tort Claims Act to hold the Township of Teaneck and Caviness accountable for their misrepresentations to Wayne Puppies that cost Wayne Puppies in excess of \$100,000 after it relied upon defendants’ representations to its detriment.

2. After multiple meetings and discussions where the Township assured Wayne Puppies that it could validly operate its business within the Township of Teaneck (according to an agreed-upon business plan), the Township inexplicably and without any valid justification reversed its approval of Wayne Puppies authorization to operate its business based, if anything, on nothing more than political pressure applied to the Township members who were seeking reelection, as opposed to any change in circumstance or law.

3. With this reversal by the Township, Wayne Puppies was then told that it could no longer operate as agreed and would be facing summonses and prosecution for Code violations.

4. In reliance on the Township's original representations, Wayne Puppies expended significant sums of money preparing customer documents to comply with the Township requirements, constructing the store for operation, and continues to expend funds to this day on rent and other expenses.

5. After the Township members put their own political aspirations ahead of the needs of Wayne Puppies, whose owner is a Teaneck resident, Wayne Puppies has lost not only significant income, but the out-of-pocket costs incurred in reliance on the Township's representations.

6. In addition, Wayne Puppies is seeking to hold defendant Goldberg responsible for her misrepresentations and defamation related to the conduct of Wayne Puppies business. Goldberg's defamation and tortious interference, by starting a Change.org petition against Wayne Puppies that included numerous misrepresentations and outright lies by Goldberg in an effort to disrupt Wayne Puppies business and to put political pressure on the then-current members of the Township of Teaneck caused significant and unwarranted disruptions to Wayne Puppies business and on information and belief was a primary reason why the Township reversed its original decision to allow Wayne Puppies to operate in Teaneck, as agreed.

7. By this action, Wayne Puppies is seeking not only a declaration that it may validly operate within the confines of the applicable ordinances and its original business plan, but also for the damages resulting from the Township's and Goldberg's misrepresentations.

THE PARTIES

8. Defendant, the Township of Teaneck, and more specifically its Health Department, located at 818 Teaneck Road, Teaneck, New Jersey 07666, is responsible for providing programs and services that foster a culture of health through disease prevention, health promotion, and health protection. The purpose of the health department is to protect the health, welfare, and safety of all the men, women, and children who live, work or do business in the Township of Teaneck.

9. The Township apparently forgot about its obligations to residents and businesses, including to Wayne Puppies and its owner who is a Township resident.

10. Defendant Curtis Caviness is or was, during the relevant timeframe, the Registered Environmental Health Specialist and Health Department Manager for the Township of Teaneck. Caviness was responsible for making decisions regarding the permitting of businesses within the Township and specifically approved Wayne Puppies proposed operations in Teaneck, only to subsequent reverse the decision despite not change in circumstances and the passage of a mere 8 months.

11. Defendant Hilary Goldberg is a Teaneck, New Jersey resident and in an apparent effort to further her own political aspirations started a Change.org petition in which she made numerous false and misleading statements about the business operations of Wayne Puppies.

12. Plaintiff Wayne Puppies is a company located in Wayne, New Jersey that sells puppies and puppy supplies. Wayne Puppies main store – where it actually sells puppies – is located in Wayne, New Jersey; however, Wayne Puppies was looking to open a Teaneck location

to sell puppy supplies and grooming services.

FACTS COMMON TO ALL COUNTS

The Township of Teaneck and Curtis Caviness:

13. In or around November 2021, Wayne Puppies and its representatives went to the Teaneck Health Department to discuss the text of Section 6-67 and 6-68 of the Code of the Township of Teaneck with Curtis Caviness, Teaneck's Registered Environmental.

14. During this conversation in November 2021, Caviness assured Wayne Puppies and its representatives that Wayne Puppies would be permitted to house live animals at the Teaneck location in open view to the public, so long as prospective customers were put on notice that the sale of the puppies could not occur at the Teaneck location and instead has to be made through the Wayne, NJ location.

15. Caviness assured Wayne Puppies that the eventual sale of the puppies that were housed at the Teaneck location would not be deemed to violate the Code and that the Township of Teaneck would take no adverse action against Wayne Puppies for simply housing the puppies at the Teaneck location.

16. On January 11, 2022, Wayne Puppies and its representatives had a subsequent telephone conversation with Caviness in which further clarification was sought regarding the allowed business at the Teaneck location, and at that time Wayne Puppies was once again assured that so long as it complied with the agreed upon business plan, there was no violation of the Code and the Township of Teaneck would not take any adverse actions against Wayne Puppies.

17. In response to the proposed business plan, the Township of Teaneck approved and granted the relevant permits, at least one of which expressly states "live pet store."

18. Wayne Puppies incurred significant expenses, including but not limited to legal

fees, to confirm and conform Wayne Puppies consumer documentation to comply with the Township's notice requirements and Code provisions.

19. In addition, Wayne Puppies specifically performed the buildout of the Teaneck location, including the construction of specific areas to house live puppies, based on the confirmation and representations of the Township of Teaneck, including Caviness, and the issuance of permits allowing live pets at the Teaneck location.

20. Everything seemed in order, until the Summer of 2022 at which time, the Township inexplicably and without justification reversed its decision granting the approval of Wayne Puppies to operate in Teaneck, per the agreed upon business plan.

21. On July 25, 2022, Wayne Puppies received a letter from the Township of Teaneck advising that the previously agreed-to business plan for Wayne Puppies' Teaneck location, including but not limited to the intention to build cages and house live puppies in open view to the public at the Teaneck location, was now being considered a violation of Section 6-68 of the Code of the Township of Teaneck.

22. The referred to Code Section provides that "No pet store shall sell, deliver, offer for sale, barter, auction, give away or otherwise transfer or dispose of cats or dogs. Nothing in this section shall prohibit stores from collaborating with animal care facilities or animal rescue organizations to offer space for such entities to showcase adoptable dogs and cats."

23. The July 25, 2022 decision from the Township was a complete reversal of Teaneck's prior decision under the Code and was not based on any change of circumstances other than outside political pressure acting upon the then-current Township members.

24. In fact, this was a completely unjustified reversal of its original decision that had dire consequences for Wayne Puppies.

25. During the lengthy approval process for Wayne Puppies business plan, Wayne Puppies had several extensive conversations with Curtis Caviness, Teaneck's Chief Registered Environmental Health Specialist and Health Department Township Manager.

26. During those conversations, the Teaneck Code was specifically discussed, and Mr. Caviness expressly represented to Wayne Puppies that the Township of Teaneck **would not** consider the housing of puppies in open view to the public at the Teaneck, New Jersey location to constitute a "sale, delivery, offer for sale, barter, auction, give away or other disposition of a dog" within the meaning of Chapter 6, Article IX, Sections 6.6 and 6.68 of the Code of the Township of Teaneck.

27. Wayne Puppies was further assured that the Township of Teaneck **would not** take any adverse action against it, so long as Wayne Puppies adhered to the proposed business plan.

28. Wayne Puppies was also assured by Mr. Caviness that the Township of Teaneck had expressly approved the detailed description of Wayne Puppies' business plan (including the intention to build enclosures to house live puppies in open view to the public).

29. In reliance on the representations of Mr. Caviness and the assurances that the Township of Teaneck would not be taking adverse actions, so long as Wayne Puppies stuck to the proposed business plan, Wayne Puppies expended approximately \$120,000 building out the Teaneck location and also signed a lease for the premise that will cost upwards of \$144,000 over the course of the next five years.

30. The sudden revocation of the Township of Teaneck's approval of the business plan and its now taking the position that the approved business plan violates the Teaneck Code is completely unjustified, unwarranted, and has caused significant damage to Wayne Puppies.

31. Indeed, the revocation of approval was improperly based not on an interpretation

of the Code or any change in factual circumstances, but rather in response to political pressure applied by a Teaneck resident that happened to start a Change.org petition in a malicious effort to prevent Wayne Puppies from opening its Teaneck location.

32. The Change.org petition was based on false and defamatory accusations lodged against Wayne Puppies, all of which are completely unfounded.

33. The sudden reversal of the Township of Teaneck's previous position approving the Wayne Puppies business plan – based on political pressure as opposed to the information and the actual business plan of Wayne Puppies – demonstrates that the Township of Teaneck bowed to political pressure at the expense of Wayne Puppies and with reckless disregard for the interests of Teaneck business owners and Teaneck residents.

34. The representations made by Mr. Caviness that were relied upon by Wayne Puppies and more importantly the unjustified and improper reversal by the Township of Teaneck of the Wayne Puppies business plan fall under the Public Employee Immunity exceptions, under N.J.S.A. 59:3-14 (among other applicable sections), which provides that: “Nothing in this act shall exonerate a public employee from liability if it is established this his conduct was outside the scope of his employment or constituted a crime, actual fraud, actual malice or willful misconduct.”

35. Indeed, the letter from the Township attorney, dated July 11, 2022, specifically notes that “pet stores, kennels and shelters are required to be licensed by and inspected by the local health department pursuant to N.J.S.A. 4:19-15.8 and the regulations adopted thereunder (N.J.A.C. 8:23-1.1 et seq.) The issuance of a Certificate of Occupancy is limited to compliance with the Uniform Construction Code and the zoning ordinance.”

36. Given the limited scope of authority granted to the Health Department, it is curious that Mr. Caviness and/or other Township of Teaneck officials, would be making binding

representations to Wayne Puppies about its ability to operate a business – knowing full well that Wayne Puppies would be relying on those representations to construct and conduct business in Teaneck – absent the express authority to do so.

37. Per the Township of Teaneck’s website, the services provided by the Teaneck Health Department include: Public Health Administration, Retail Food Establishment inspections, environmental inspections, rental property inspections, property maintenance and code enforcement, dog & cat licensing, rabies control, public health nursing, health education, social services, vital statistics, municipal alliance against substance abuse.

38. Therefore, the Township and specifically, Mr. Caviness are not entitled to any deference or immunity under the New Jersey Tort Claims Act N.J.S.A. 59:1-1 et seq.

39. Finally, the Township of Teaneck is not entitled to any deference in its revocation of its approval of the business plan as it was not based on an interpretation of any statute or Code, but rather based on outside forces, including political pressure placed on the Township members; especially with an election upcoming in November 2022.

40. The revocation is therefore outside the scope of the Township of Teaneck’s duties and responsibilities.

41. Wayne Puppies sent a timely Notice of Claim to the Township of Teaneck and Caviness, on August 10, 2023, detailing the misrepresentations and improper conduct of both the Township and Cavinees in reversing its previous approval allowing Wayne Puppies to operate within Teaneck based upon an approved and agreed-upon business plan.

42. The Notice of Claim was sent within 90 days of the Township’s improper reversal of its decision and is therefore timely under the New Jersey Tort Claims Act.

43. Despite multiple follow-ups with counsel for the Township, no response was ever

received to the Notice of Claim.

44. More than six months has passed since the Notice of Claim was sent and accordingly, this litigation against the Township of Teaneck and Caviness has been filed seeking to hold the Township of Teaneck responsible for the significant damage caused to Wayne Puppies and the amounts expended and to be expended for the construction and operation of the Teaneck location of Wayne Puppies.

Hilary Goldberg Defames Wayne Puppies to Gain a Political Advantage:

45. On or about July 1, 2022, Goldberg started a petition on Change.org seeking others to support her attempts to interfere with Wayne Puppies business.

46. In addition, Goldberg attached links to the Change.org petition to her Facebook and other social media websites and have invited others to post derogatory comments on Goldberg's various postings.

47. The Change.org petition makes knowingly false and misleading statements about Wayne Puppies and the business conducted by Wayne Puppies. For example, Goldberg claimed that Wayne Puppies was a "puppy mill" or obtained its puppies from a "puppy mill."

48. The term "puppy mill" is a derogatory term used to describe the horrific conditions some unfortunate puppies endure with unscrupulous breeders.

49. Despite claiming to have full access to public records, Goldberg made the statement that Wayne Puppies was or works with puppy mills, when Goldberg knew, or should have known, that all of the puppies sold by Wayne Puppies come from USDA licensed breeders that are subject to the most stringent health and safety requirements and are subject to routine unannounced government inspections to ensure the facilities are clean and that the puppies themselves are well-treated, well-fed, receive regular daily exercise, and receive full medical examinations and all

required vaccinations.

50. In addition to making false statements about Wayne Puppies connection to so-called puppy mills, Goldberg also misrepresented to the public that the breeders who sell puppies to Wayne Puppies keep the puppies in “small cages” that are “rarely cleaned” which leads to “disease, sickness, growths on their bodies”.

51. Goldberg also falsely claimed that the puppies at Wayne Puppies receive “poor nutrition” and that “dogs have lost eyes due to powerful water” and that after the mothers can no longer breed, they are “killed. . . or. . . got to a rescue” and that the breeders “shoot those dogs.”

52. All of these statements by Goldberg on the Change.org petition and linked to her Facebook and other social media accounts were specifically targeted at Wayne Puppies in an effort to damage its business and reputation.

53. In response to the Change.org petition, Wayne Puppies sent a letter to Goldberg putting her on notice that the “knowingly false and misleading statements constitute libel, defamation, and tortious interference with contractual relations, which are actionable in a court of law.”

54. Wayne Puppies requested that Goldberg immediately take down the petition and all related links, comments and posts on Facebook and other social media platforms.

55. While the Change.org petition was eventually taken down by Goldberg, the damage had been done.

56. Not only was the Township of Teaneck and its members now aware of the petition, which again, on information and believe, Wayne Puppies believes the petition was used by Goldberg to gain political capital, but in less than one day there were numerous comments on the petition from local residents calling to ban Wayne Puppies from operating in Teaneck.

57. By this action, Wayne Puppies is seeking to hold Goldberg responsible for the damage to Wayne Puppies business and reputation and for Goldberg's role, if any, in causing the Township of Teaneck to reverse course and no longer permit Wayne Puppies to operate per the agreed-upon business plan.

FIRST COUNT

Declaratory Judgment – Against the Township of Teaneck and Caviness

58. Wayne Puppies repeats the previous allegations in the complaint.

59. Wayne Puppies submitted a business plan to the Township of Teaneck, which was approved by the Township and allowed Wayne Puppies to house live puppies at the Teaneck location, so long as they were not “for sale” at that location.

60. After expending significant expenses including both legal and construction costs, and with the Teaneck location about to open its doors, the Township of Teaneck inexplicably reversed its decision and revoked Wayne Puppies approval to operate in the manner agreed upon between the parties.

61. Wayne Puppies believes that the agreed-upon business plan does not violate the Township of Teaneck Code.

62. The Township of Teaneck, now believes that the agreed-upon business plan violates the Township of Teaneck Code – despite its earlier approval.

63. The Township of Teaneck's reversal of its original decision, on information and belief was based on political pressure and outside influence, as opposed to any actual application and interpretation of the Township of Teaneck Code.

64. A controversy therefore exists between Wayne Puppies on the one hand and defendants on the other hand related to whether the approved business plan violates the Township of Teaneck Code, specifically Section 6-68.

65. Wayne Puppies therefore seeks a declaration of its rights under the Township Code and a determination by this Court as to whether the agreed-upon business plan violates the applicable Code section.

WHEREFORE, Wayne Puppies demands judgement against defendants Township of Teaneck and Curtiss Caviness on this First Count of the Complaint as follows:

- (a) Declaring and adjudging that the agreed upon business plan does not violate the Township of Teaneck Code, specifically Section 6-68 and that Wayne Puppies may operate its business in accordance with the agreed upon business plan;
- (b) Interest and costs of suit; and
- (c) Such other relief as the Court may deem just and proper.

SECOND COUNT

Misrepresentation – Against the Township of Teaneck and Caviness

60. Wayne Puppies repeats the previous allegations in the complaint.

61. The Township of Teaneck and Caviness represented to Wayne Puppies that it could operate its business in Teaneck in accordance with a proposed and approved business plan.

62. Permits were issued by the Township of Teaneck and in reliance on the representations by the Township of Teaneck and Caviness, including the issuance of permits that specifically noted, “live pet store,” Wayne Puppies expended upwards of \$100,000 on fees, including legal fees to ensure compliance with the agreed upon business plan, and construction costs, to construct the store location in accordance with the business plan.

63. Inexplicably and without apparent justification, the Township of Teaneck and Caviness reversed its decision to allow Wayne Puppies to operate as agreed and informed Wayne Puppies in July 2022, that it could no longer operate the store and that if Wayne Puppies did operate the store, the Township would “issue summonses and prosecute to the fullest extent of the law.”

64. This new and completely unjustified position of the Township of Teaneck was

directly contrary to what was previously represented to Wayne Puppies and its representatives.

65. As a result of the misrepresentations by the Township of Teaneck and Caviness Wayne Puppies suffered damages in an amount to be proven at trial, but believed to be in excess of \$100,000.

WHEREFORE, Wayne Puppies demands judgement against defendants on this Second Count of the Complaint as follows:

- (a) Compensatory damages;
- (b) Interest and costs of suit;
- (c) Counsel fees as allowed by Court Rule;
- (d) Such other relief as the Court may deem just and proper

THIRD COUNT

Breach of Duty – Against Township of Teaneck and Caviness

66. Wayne Puppies repeats the previous allegations in the complaint.

67. The Township of Teaneck had a duty to enforce the laws and Codes in a way to protect the residents and businesses operating within the Township.

68. The Township of Teaneck and Caviness could not enforce the laws and Codes to advance themselves politically or in a biased and unjustified manner.

69. When the Township of Teaneck reversed its prior approval of Wayne Puppies operation of its business within the Township of Teaneck, it did so without any valid justification, and made a decision that was directly contrary to what had already been permitted and approved.

70. Further, on information and belief, the decision to revoke Wayne Puppies approval to operate was based on political pressure as opposed to any valid bases or justification under the Code sections.

71. Indeed, other than politically, including the political pressure applied by Goldberg,

nothing had changed between November 2021 when the approval was granted and July 2022 when the approval was revoked.

72. The Township of Teaneck and Caviness' unjustified reversal is a breach of their duties owed to both residents and businesses within Teaneck.

73. As a result of the Township of Teaneck and Caviness' breaches of duty, Wayne Puppies has been damaged because it can no longer open and operate a business that it had spent in excess of \$100,000 in preparing for operation.

WHEREFORE, Wayne Puppies demands judgment against defendants on this Third Count of the Complaint as follows:

- (a) Compensatory damages;
- (b) Interest and costs of suit;
- (c) Counsel fees as allowed by Court Rule;
- (d) Such other relief as the Court may deem just and proper.

FOURTH COUNT
Defamation – Against Hilary Goldberg, only

74. Wayne Puppies repeats the previous allegations in the complaint.

75. In July 2022, Goldberg published a Change.org petition that included numerous false and defamatory statements about Wayne Puppies and the operation of its business, including false statements about the manner in which Wayne Puppies secures puppies and cares for its puppies.

76. Goldberg even falsely claimed that Wayne Puppies either is or supports “puppy mills,” which is a derogatory term that is associated with the mistreatment of puppies.

77. The statements by Goldberg in the Change.org petition and referenced on her various social media accounts clearly denigrated Wayne Puppies and its reputation and are thus

defamatory per se under New Jersey Law.

78. As a direct and proximate result of Goldberg's conduct, Wayne Puppies has been impaired in its ability to earn a living as a reputable establishment that houses and sells puppies to the general public, and has an will continue to incur expenses and sustain losses in an amount to be proven at trial.

79. As a direct and proximate result of Goldberg's conduct, the reputation of Wayne Puppies has suffered tremendously, and it will sustain and continue to sustain losses of business and goodwill in an amount to be proven at trial.

WHEREFORE, Wayne Puppies demands judgment against defendants on this Fourth Count of the Complaint as follows:

- (a) Compensatory damages;
- (b) Interest and costs of suit;
- (c) Counsel fees as allowed by Court Rule;
- (d) Such other relief as the Court may deem just and proper.

FIFTH COUNT

Tortious Interference with Contractual Relations – Goldberg, only

80. Wayne Puppies repeats the previous allegations in the complaint.

81. The publication and communication of the false and malicious statements about Wayne Puppies as set forth in this complaint, and as detailed in the previous paragraphs of the complaint, as well as the other actions and statements of Goldberg has interfered with the the contractual relations of Wayne Puppies by inducing prospective clients not to engage or purchase puppies from Wayne Puppies.

82. In all, Goldberg used a pattern and practice of using lies and deception to undercut the business of Wayne Puppies.

83. As a direct and proximate result of defendant's malicious conduct, Wayne Puppies has been damaged and will continue to suffer damages in the form of lost business, income, and reputation in an amount to be proven at trial.

WHEREFORE, Wayne Puppies demands judgment against defendants on this Fifth Count of the Complaint as follows:

- (a) Compensatory damages;
- (b) Interest and costs of suit;
- (c) Counsel fees as allowed by Court Rule;
- (d) Such other relief as the Court may deem just and proper.

SIXTH COUNT

Tortious Interference with Prospective Economic Advance – Goldberg, only

84. Wayne Puppies repeats the previous allegations in the complaint.

85. The publication and communication of the false and malicious statements about Wayne Puppies as set forth in this complaint, and as detailed in the previous paragraphs of the complaint, as well as the other actions and statements of Goldberg has interfered with the prospective economic advantage of Wayne Puppies by inducing prospective clients not to engage or purchase puppies from Wayne Puppies.

86. In all, Goldberg used a pattern and practice of using lies and deception to undercut the business of Wayne Puppies.

87. As a direct and proximate result of defendants malicious conduct, Wayne Puppies has been damaged and will continue to suffer damages in the form of lost business, income, and reputation in an amount to be proven at trial.

WHEREFORE, Wayne Puppies demands judgment against defendants on this Fifth

Count of the Complaint as follows:

- (a) Compensatory damages;
- (b) Interest and costs of suit;
- (c) Counsel fees as allowed by Court Rule;
- (d) Such other relief as the Court may deem just and proper.

Dated: March 6, 2023

THE MILUN LAW FIRM, LLC
Attorneys for Plaintiff

By: *s/Ryan Milun*
RYAN MILUN

DESIGNATION OF TRIAL COUNSEL

Wayne Puppies hereby designate Ryan Milun of The Milun Law Firm, LLC as its trial counsel in this case to the extent a trial may be necessary.

Dated: March 6, 2023

THE MILUN LAW FIRM, LLC
Attorneys for Plaintiff

By: *s/Ryan Milun*
RYAN MILUN

JURY DEMAND

Wayne Puppies hereby demands a trial by jury on all issues so triable as of right.

Dated: March 6, 2023

THE MILUN LAW FIRM, LLC
Attorneys for Plaintiff

By: *s/Ryan Milun*
RYAN MILUN

R. 4:5-1 CERTIFICATION

RYAN MILUN, of full age, certifies as follows:

1. I am a member of the Bar of the State of New Jersey, and I am counsel with The Milun Law Firm, LLC, the attorneys for plaintiffs in this action.
2. To the best of my knowledge, information and belief, except as indicated in this paragraph, the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, and no such action or arbitration proceeding is contemplated: N/A
3. Except as indicated in this paragraph, I am aware of no non-party who should be joined in this action or who is subject to joinder because of potential liability to any party on the basis of the same transactional facts: N/A.

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.

Dated: March 6, 2023

s/Ryan Milun
RYAN MILUN

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-001240-23

Case Caption: NJ PUPPY STORE-WAYNE PUPPIES VS
TOWNSHIP OF TEA

Case Initiation Date: 03/06/2023

Attorney Name: RYAN MILUN

Firm Name: THE MILUN LAW FIRM, LLC

Address: 20 COMMERCE DR STE 135

CRANFORD NJ 07016

Phone: 8627025011

Name of Party: PLAINTIFF : NJ Puppy Store-Wayne
Puppies

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: DEFAMATION

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

**Do you anticipate adding any parties (arising out of same
transaction or occurrence)?** NO

Does this case involve claims related to COVID-19? NO

**Are sexual abuse claims alleged by: NJ Puppy Store-Wayne
Puppies?** NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

**Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:**

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

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

I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

03/06/2023

Dated

/s/ RYAN MILUN

Signed

