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<p>REX FORNARO, MARIA L. FORNARO, MARIA P. FORNARO, and CHET FORNARO,</p> <p style="text-align: center;"><i>Plaintiffs,</i></p> <p style="text-align: center;">v.</p> <p>COCHRAN FUNERAL HOME, INC., JAMES G. “CHIP” COCHRAN, CHRISTINE DUPONT, TERRY SMITH, BEN WATTERS,</p> <p>BERGEN FUNERAL SERVICE, INC., MATT FURMAN, MATT CONNORS, NICOLE SEQUEIRA, and</p> <p>JOHN DOES 1-10 (<i>fictitious names</i>), and ABC ENTITIES 1-10 (<i>fictitious entities</i>), <i>j/s/a</i></p> <p style="text-align: center;"><i>Defendants.</i></p>	<p>SUPERIOR COURT OF NEW JERSEY BERGEN COUNTY – LAW DIVISION</p> <p>DOCKET NO.:</p> <p style="text-align: center;"><u>CIVIL ACTION</u></p> <p style="text-align: center;">COMPLAINT AND JURY DEMAND</p>
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Plaintiffs REX FORNARO, MARIA L. FORNARO, MARIA P. FORNARO, AND CHET FORNARO, by way of Complaint against the Defendants, COCHRAN FUNERAL HOME, INC., a registered New Jersey for-profit corporation, JAMES G. “CHIP” COCHRAN, Individually and as Certified Funeral Service Practitioner and Owner/Manager of COCHRAN FUNERAL HOME, INC., CHRISTINE DUPONT, Individually and as Funeral Director of Cochran Funeral Home, Inc., BEN WATTERS, Individually and as Funeral Director of Cochran

Funeral Home, Inc., TERRY SMITH, Individually and as driver for Cochran Funeral Home, Inc., BERGEN FUNERAL SERVICE, INC., a registered New Jersey for-profit corporation, MATT FURMAN, Individually and as driver for Bergen Funeral Service, Inc., MATT CONNORS, Individually and as the Certified Funeral Service Practitioner and Manager of Bergen Funeral Service, Inc., NICOLE SEQUIERA, Individually and as a Certified Funeral Service Director Bergen Funeral Service, Inc., JOHN DOES 1-10 (fictitious names); and ABC ENTITIES 1-10 (fictitious entities) (collectively, “Defendants”), jointly, severally, or in the alternative, hereby state as follows:

THE PARTIES

1. At all times relevant herein, Plaintiff REX FORNARO is the son of the decedent and is an adult resident citizen of Morris County with a residential address at 41 Ann Road, Long Valley, NJ 07853.

2. At all times relevant herein, Plaintiff MARIA L. FORNARO is the wife of the decedent, Carmine Fornaro, and is an adult resident citizen of Morris County with a residential address at 41 Ann Road, Long Valley, NJ 07853.

3. At all times relevant herein, Plaintiff MARIA P. FORNARO, is the daughter of the decedent, Carmine Fornaro, and is an adult resident citizen of Morris County with a residential address at 45 Park Place #296, Morristown, NJ 07960.

4. At all times relevant herein, Plaintiff CHET FORNARO, is the son of the decedent, Carmine Fornaro, and is an adult resident citizen of Oldham County, Kentucky, with a residential address at 12703 Woodside Dr., Prospect, KY 40059.

5. At all times relevant herein, Defendant COCHRAN FUNERAL HOME, INC. (hereafter “CFH” or “Cochran”) is a New Jersey Domestic Profit corporation, with a mailing address and principal place of business located in Warren County at 905 High Street

Hackettstown, NJ 07840.

6. At all times relevant herein, Defendant JAMES G. “CHIP” COCHRAN is the owner, manager, and certified funeral service practitioner for CFH and can be served with civil process at his usual place of employment in Warren County at 905 High Street, Hackettstown, NJ 07940. As such, he is responsible for the conduct of Defendant Cochran and their employees.

7. At all times relevant herein, Defendant CHRISTINE DUPONT is a certified funeral service director for Defendant CFH and can be served with civil process at her usual place of employment in Warren County at 905 High Street, Hackettstown, NJ 07940. As such, she is responsible for the conduct of Defendant Cochran and their employees.

8. At all times relevant herein, Defendant TERRY SMITH is a driver for and an employee of Defendant CFH and can be served with civil process at his usual place of employment in Warren County at 905 High Street, Hackettstown, NJ 07940.

9. At all times relevant herein, Defendant BEN WATTERS is a certified funeral service director for Defendant CFH and can be served with civil process at his usual place of employment in Warren County at 905 High Street, Hackettstown, NJ 07940. As such, he is responsible for the conduct of Defendant Cochran and their employees.

10. At all times relevant herein, Defendant BERGEN FUNERAL SERVICE, INC. (hereafter “BFS” or “Bergen”) is a New Jersey Domestic Profit corporation, with a mailing address and principal place of business located in Bergen County at 232 Kipp Ave., Hasbrouck Heights, NJ 07604.

11. At all times relevant herein, Defendant MATT CONNORS is the owner, manager, director of operations, and/or certified funeral service practitioner for Defendant BFS and can be served with civil process at his usual place of employment in Bergen County at 232 Kipp Ave., Hasbrouck Heights, NJ 07604. As such, he is responsible for the conduct of Defendant BFS and

their employees.

12. At all times relevant herein, Defendant NICOLE SEQUEIRA is a certified funeral services director for Defendant BFS and can be served with civil process at her usual place of employment at in Bergen County at 232 Kipp Ave., Hasbrouck Heights, NJ 07604. As such, she is responsible for the conduct of Defendant BFS and their employees.

13. At all times relevant herein, Defendant MATT FURMAN is a driver for and employee of Defendant BFS and can be served with civil process at his usual place of employment in Bergen County at 232 Kipp Ave., Hasbrouck Heights, NJ 07604.

JURISDICTION & VENUE

14. Jurisdiction is proper as the actions and/or omissions of the Defendants giving rise to Plaintiffs' causes of action as complained of herein substantially transpired in Bergen County, New Jersey, and Bergen County is the county in which several Defendants reside.

15. Venue is proper in the Superior Court, Law Division, as per R. 4:3-1 & R. 4:3-2.

FACTUAL BACKGROUND

16. Carmine Fornaro (hereafter "Carmine") was the husband of Plaintiff Maria L Fornaro, and the father of Plaintiffs Rex Fornaro, Maria P. Fornaro, and Chet Fornaro. He tragically passed away at age eighty-nine due to multi-organ failure, at Hackensack University Medical Center in Hackensack, NJ, where he was pronounced dead on April 13, 2023, at 1:48 am.

17. Shortly after Carmine passed away, Plaintiff REX FORNARO (hereafter "Rex") contacted Cochran Funeral Home (hereafter, "CFH" or "Cochran") and arranged for Carmine's remains to be picked up that morning at the hospital and transported to CFH for the funeral service and burial.

18. Around 4 AM on April 13, 2023, Rex was met by Defendant, MATT FURMAN (hereafter "Furman"), a driver for Defendant, BERGEN FUNERAL SERVICE (hereafter "Bergen")

who was contracted by Cochran to pick the body up from the hospital and deliver it to Cochran.

19. Rex and Furman agreed to meet at Cochran Funeral Home, which was approximately an hour and a half away, and Furman loaded Carmine's remains into his vehicle and departed around 5 AM. However, when Rex arrived at Cochran Funeral Home an hour and half later, Furman and Carmine's remains were nowhere to be found, and Cochran was closed and empty.

20. Terrified that his father's remains had been lost or cremated, or that the Defendant Furman had been involved in an accident, Rex attempted to call Cochran (having no contact information for Bergen), but he could not reach anyone there until after 9 AM, all Plaintiffs were left to agonize for hours over the Carmine's missing remains.

21. When Rex finally reached someone at Cochran, he was informed for the first time that his father's remains were with Bergen Funeral Service in Hasbrouck Heights, New Jersey, and that Cochran was going to pick them up from there. Rex requested to accompany the driver from Cochran to pick up the remains, but was told that the driver had already departed.

22. Rex returned to Cochran and was finally permitted to view the remains at approximately 11 AM on April 13, 2023. When he finally saw his father's body, he was horrified to discover that it had sustained visible damage: there was a large, round abrasion or laceration, approximately two inches in diameter, on the top of his father's head, as though the body had been dropped or abused.

23. No one from Cochran or Bergen informed Plaintiff Rex of the damage before he viewed the body, so it was especially shocking for him to discover the condition of his father's remains without any forewarning.

24. In attendance with Rex was Defendant CHRISTINE DUPONT (hereafter, "Christine"), who was a funeral director for Cochran. Rex pointed the wound out to Christine, who claimed she did not know how it occurred. However, she did admit to Rex that damage like that

happens “all the time.”

25. Defendants offered conflicting explanations of how the injury might have happened. Defendant JAMES G. “CHIP” COCHRAN (hereafter, “Chip”) initially suggested that the injury was caused by the zipper of the body bag that housed the remains, and even attempted to downplay the damage as “a scratch.” After claiming to have investigated the cause of the injury, Chip opined that the damage was not an “injury” at all but was the result of a “skin slip” (despite his earlier claim that he had never seen an injury like that in his more than forty years of experience as a funeral director and funeral home owner).

26. The injury to Carmine’s remains occurred on April 13, 2023, while they were in Defendants’ possession, sometime between 5:00 AM when Bergen left with the body, and 11 AM when Plaintiff Rex first observed the injury at Cochran Funeral Home. Defendant Furman (Bergen’s driver) and Defendant TERRY SMITH (hereafter, “Smith”) (Cochran’s driver) were the two individuals who transported the body on April 13, 2023.

27. Plaintiff Rex took some photographs to document what happened, and then returned to Cochran later that day with the other three Plaintiffs to spend several hours finalizing the arrangements with Cochran for Carmine’s funeral service and embalming, memorializing the terms in a written contract.

28. When Plaintiff Rex called Cochran the next morning, he was informed that Cochran would not be providing the agreed-upon funeral service or embalming. Chip later on explained to Rex that he did not want to handle Carmine’s funeral or embalming in part because photographs were taken of the damage to Carmine’s remains.

29. Plaintiffs were forced to make urgent efforts to find a new funeral home to handle the service, and eventually contracted with Newbaker Funeral Home, after unsuccessfully seeking the help of three other funeral homes. Unfortunately, the damage to Carmine’s head was too severe

to be repaired or concealed, so at the open-casket funeral, the injury was clearly evident. The scandal surrounding Carmine's injury was the primary topic of discussion at the funeral, disrupting Plaintiffs' final goodbyes to their patriarch and overshadowing what was meant to be a celebration of Carmine's life.

30. All Plaintiffs have suffered financial damages and severe and ongoing emotional distress as the direct, proximate, and foreseeable result of Defendants' actions as complained of herein, and require ongoing medical treatment for their symptoms.

COUNT ONE
NEGLIGENCE
(As To All Defendants)

31. Plaintiffs hereby repeat all of the allegations contained in the Complaint thus far above and incorporate same as if fully set forth at length herein.

32. At all times relevant herein, Defendants, held themselves out to the public as licensed and professional funeral home and/or mortuary owners and/or funeral service operators, who were capable, honest and knowledgeable enough to provide proper and professional mortuary services to the public.

33. As such, at all times relevant herein, said Defendants had a duty, whether arising under statute or common law, to do all things, and take all reasonable steps, consistent with the standard industry practice of mortuary owners/operators and funeral directors to professionally, truthfully and ethically oversee, plan, direct, and coordinate all aspects of funeral services including body transporting and safeguarding a decedent's body and property. Funeral Directors have been specifically trained to help families through the grief process while providing trusting, caring support and advice to families and friends of the deceased.

34. The negligence, recklessness and carelessness of the Defendants further consisted of, but is not limited to, their failure to:

35. Handle Carmine's body with the requisite dignity and care by allowing the body to become damaged and mutilated, either during transport, in storage, or while preparing the body for a dignified funeral.

36. Provide all proper means and methods to safeguard the dignity and personal property of the decedent;

37. Have proper procedures in place to ensure Carmine's body was handled with the proper dignity and care;

38. Avoid the exacerbation of the grief and emotional pain and suffering surrounding the Plaintiffs' loss of their father and husband through the unjustified and unexplained injury to Carmine's forehead.

39. Promptly notify Carmine's family of any damage to his body, to ease the shock of discovering the injury without warning.

40. Provide the funeral services they promised to Plaintiffs, so as to not cause Plaintiffs undue grief and hardship while they were in mourning.

41. Vet all funeral service contractors to whom Cochran entrusts remains for quality of service and adherence to proper procedure.

42. Exercise reasonable care when delegating and entrusting the work to Defendant Bergen that Plaintiffs contracted with Defendant Cochran to perform.

43. Provide adequate training, supervision, and enforcement of procedural standards when delegating and entrusting the work to Defendant Bergen that Plaintiffs contracted with Defendant Cochran to perform.

44. As a direct and proximate result of these negligent failures of Defendants, and others, Plaintiffs were caused to suffer damages, including, but not limited to, financial damages

and severe emotional distress and anguish, for which all Plaintiffs continue to receive medical treatment.

COUNT TWO
NEGLIGENCE *PER SE*
(Violations of Mortuary Science Act)
(As To All Defendants)

45. Plaintiffs hereby repeat all of the allegations contained in the Complaint thus far above and incorporate same as if fully set forth at length herein.

46. At all times relevant herein, Defendants held themselves out to the public as professional mortuary owners and/or operators, and to be licensed and competent in the profession of funeral directing and capable and knowledgeable enough to provide proper and professional funeral services to the public according to the law. Defendants all participated and/or had sufficient involvement by law or in fact, in all the material allegations herein.

47. The operation and management of funeral homes and funeral directors within the State of New Jersey is governed by the statutory scheme laid out in Title 45 of New Jersey Statutes Annotated, Chapter 7, which declares, “The practice of mortuary science and the practice of embalming and funeral directing are hereby declared to be occupations charged with a high degree of public interest and subject to strict regulation and control.” N.J.S.A § 45:7-32 “Mortuary Science Act.”

48. By N.J.S.A § 45:7-35, the State Board of Mortuary Science of New Jersey was created and empowered to create rules and regulations to govern the profession. The Rules for the Board of Mortuary Science are found in the New Jersey Administrative Code, Chapter 36. Subchapter 8.3 states, “Every licensed practitioner of mortuary science shall adopt all proper means and methods to safeguard the public health and the dignity of the decedent.” N.J.A.C. § 13:36-8.3.

49. Despite this obligation, the Defendants have violated N.J.S.A. § 45, Chapter 36, by failing to adopt and implement proper means and methods to safeguard the decedent's remains, dignity and personal property.

50. As the purchasers of the Cochran's funeral services for the Decedent, and more specifically, as a next-of-kin and loved one of a decedent, and the one with the right of control over his father's remains within New Jersey, Plaintiff Rex Fornaro is within the class of individuals Mortuary Science Act and Rules were intended to protect.

51. Further, Plaintiffs' emotional distress caused by Defendants' mistreatment of their decedent's remains is precisely the type of harm which the Mortuary Science Act and Rules were intended to prevent.

52. Thus, as a direct and proximate result of the conduct of the Defendants as aforesaid, said conduct being negligent *per se* in violation of Mortuary Science Act and applicable Rules, Plaintiffs have sustained damages, including, but not limited to, financial damages and severe emotional distress and anguish, for which Plaintiffs have sought professional psychological counseling services.

COUNT THREE
NEGLIGENT MISREPRESENTATION
(As To All Defendants)

53. Plaintiffs hereby repeat all of the allegations contained in the Complaint thus far above and incorporate same as if fully set forth at length herein.

54. At all times relevant herein, Defendants held themselves out to the public as professional mortuary owners and/or operators, and funeral directors and to be in the profession of funeral directing and so capable, knowledgeable and honest enough to provide proper and professional funeral services to the public. Defendants all participated and/or had sufficient involvement by law or in fact, in all the material allegations herein.

55. Given this, Plaintiffs justifiably relied on the representations of the Defendants, and those of their employees, agents, and/or workmen, both verbal and written, that said Defendants would provide funeral services commensurate with the acceptable standards of the industry, specifically, and among other things, as it relates to the Defendants' ability and duty to:

- a. be truthful and honest in all dealings;
- b. professionally handle the record keeping concerning the condition of Plaintiffs' decedent;
- c. keep accurate records of transportation and property accounting,
- d. safeguard Plaintiffs' decedent and his dignity, and
- e. truthfully explain what happened to the body of Plaintiffs' decedent.

56. However, the representations of the Defendants, and those of their employees, agents, and/or workmen, both verbal and written, that said Defendants would, in fact, provide funeral services commensurate with the acceptable standards of the industry, ultimately, proved to be false, as Defendants did not, in fact, provide such services, as promised:

- a. Plaintiffs specifically relied upon the Defendants' representations that they could provide honest, ethical and professional funeral services for the Decedent; however, they have not.
- b. Plaintiffs specifically relied upon the Defendants' representations that they could professionally handle the record keeping concerning the condition of the Plaintiffs' decedent; however, they did not.
- c. Plaintiffs specifically relied upon the Defendants' representations that they could professionally handle the accurate transportation accounting; however, they did not.
- d. Plaintiffs specifically relied upon the Defendants' representations that they could professionally safeguard Plaintiffs' decedent and his dignity; however, they did not.
- e. Plaintiffs specifically relied upon the Defendants' representations that they could professionally and truthfully represent the status of their decedent's body; however, they did not.

f. Plaintiffs specifically relied upon Cochran's representations that Cochran would perform all the funeral services contemplated by the contract; however, they did not, since they negligently delegated the body retrieval to Bergen and failed to provide the promised funeral services to Plaintiffs.

57. As a direct and proximate result of these negligent failures of Defendants, and others, Plaintiffs were caused to suffer damages, including, but not limited to, financial damages and severe emotional distress and anguish, for which all Plaintiffs continue to receive medical treatment.

COUNT FOUR
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS
(As To All Defendants)

58. Plaintiffs hereby repeat all of the allegations contained in the Complaint thus far above and incorporate same as if fully set forth at length herein.

59. Defendants, individually and collectively, intentionally and/or recklessly inflicted emotional distress upon the Plaintiffs by purposefully interfering with her Right of Sepulcher and by purposefully and intentionally preventing the Plaintiffs from learning what had happened to their decedent's body that led to the damage Plaintiff Rex Fornaro observed.

60. Defendants, individually and collectively, willingly inflicted further emotional distress by offering conflicting and untruthful information and explanations of what had happened to their decedent's body that led to the damage Plaintiff Rex Fornaro observed, with such actions foreseeably exacerbating the harm Plaintiffs suffered.

61. The infliction of emotional distress was preventable had the Defendants lived up to their duty of care as arising under common law, statute and rule, as aforesaid.

62. This conduct of the Defendants – especially given (1) the fact that said Defendants hold themselves out to the public as professional funeral home owners and/or operators, capable and knowledgeable enough to provide proper and professional funeral

services to the public, and (2) that Defendants know, or should reasonably know, that their customer base (loved ones of the recently deceased) are often already in emotionally-vulnerable states given their recent loss – is conduct so extreme and outrageous as to go beyond all possible bounds of decency, and is to be regarded as atrocious and utterly intolerable in a civilized community. Defendants’ conduct was so outrageous in character and so extreme in degree as to go beyond all possible bounds of decency that infliction of mental anguish is presumed once the right to sepulcher being interfered with is shown.

63. Defendants’ acts as alleged herein were committed either with actual malice and intent to inflict on Plaintiffs the very harm they suffered as a result of these acts by Defendants, or with wanton and willful disregard of the possibility of inflicting on Plaintiffs the very harm they suffered as a result of these acts by Defendants.

64. As professional funeral home owners and/or operators and their employees, Defendants knew at the time that they committed these acts that these acts were likely to inflict the serious harm which Plaintiff ultimately suffered as a result of these acts.

65. Defendants persisted in some of these outrageous actions for a lengthy period of time. Defendants kept the truth as to what led to the damage to the forehead of Carmine’s body to this day, for more than a year. Defendants also refused to ever perform the funeral services they promised to provide.

66. As a direct and proximate result of Defendants' intentional and/or reckless conduct as aforesaid, Plaintiffs were caused to sustain damages, including, but not limited to, financial damages and emotional distress and anguish so severe that no reasonable person could be expected to endure it, and for which Plaintiffs are receiving professional medical treatment.

COUNT FIVE
BREACH OF CONTRACT
(As to Defendants Cochran Funeral Services, Inc. and Christine Dupont)

67. Plaintiffs hereby repeat all of the allegations contained in the Complaint thus far above and incorporate same as if fully set forth at length herein.

68. On or about, April 13, 2023, Plaintiff Maria L. Fornaro entered into a Funeral Goods and Services Contract (“Contract”) on behalf of the Plaintiffs with Defendant, COCHRAN FUNERAL HOME, INC. Defendant CHIP COCHRAN is the funeral home manager and by law responsible for the operations of the funeral home and for all work emanating from the funeral home.

69. Within the Contract, funeral services were selected with Cochran to perform the transport of Carmine’s body to the funeral home and the eventual funeral. “Total Estimated Charges” for the funeral services were \$32,179.00. Plaintiff Maria L. signed the Contract for the Plaintiffs, and Defendant CHRISTINE DUPONT signed as the Funeral Director and on behalf of, and as representative, employee or agent of, Defendant COCHRAN FUNERAL HOME, INC.

70. Based on Defendants’ representations, Plaintiff entrusted to Defendants the handling of the funeral arrangements. Plaintiffs were ready, willing, and able to pay the \$32,179.00 once it came due, and otherwise fully cooperated with Cochran, and thus fulfilled all of their contractual obligations that existed at that time.

71. Despite Plaintiffs having fully performed all of their then-existing obligations under the Contract, Defendants nonetheless breached the terms of the contract by refusing to provide Plaintiffs with the funeral services they promised to provide in the Contract.

72. At all times material hereto, the acts and/or failures to act by the Defendants, individually and collectively, as aforesaid, constituted a material breach of the Contract and went to the essence of the Contract, causing the Plaintiff to suffer damages. Specifically, these breaches by Defendants include, *inter alia*:

73. Failing to safeguard the remains of Plaintiffs' decedent in a careful and respectful manner without injury or damage to the body.

74. Failing and refusing to perform the funeral services after Plaintiff Rex took photos of the damage.

75. Damages for emotional distress are recoverable for breach of contract in this matter pursuant to Menorah Chapels At Millburn v. Needle, 386 N.J. Super. 100, 114–18 (App. Div. 2006).

76. As a direct and proximate result of the aforesaid Defendants' breach of contract as aforesaid, Plaintiffs were caused to sustain damages, including, but not limited to, emotional distress and anguish so severe that no reasonable person could be expected to endure it, and for which Plaintiffs have sought professional psychological counseling services.

COUNT SIX
BAD FAITH
(As to All Defendants)

77. Plaintiffs hereby repeat all of the allegations contained in the Complaint thus far above and incorporate same as if fully set forth at length herein.

78. Plaintiff and Defendant Cochran had an agreement for funeral services. All other Defendants (beside Cochran Funeral Services, Inc.) were acting as agents of Defendant Cochran Funeral Services, Inc. and are therefore parties to the Contract. Parties to an agreement are bound by a duty of good faith and fair dealing in both the performance and enforcement of the contract. Defendants breached this duty of good faith and fair dealing in the performance of the Contract by, *inter alia*:

- a. Intentionally, recklessly, or negligently allowing the body of Carmine Fornaro to be injured or damaged in a visible manner that destroyed all possibilities of a respectful funeral, and then

- b. Actively participating in the concealment of the true cause of the damage to the decedent's body.
- c. Refusing to provide the promised embalming or funeral services altogether without adequate justification, forcing upon Plaintiffs the added emotional burden of having to make alternate arrangements in a very short period of time.
- d. Falsely promising to provide funeral and embalming services to Plaintiffs.
- e. Refusing to provide funeral and embalming services to Plaintiffs as a retaliation or attempt to avoid liability for the damage to Carmine's remains.
- f. Delegating the work Plaintiffs hired Cochran to perform to Defendant Bergen, without Plaintiffs' knowledge or permission.
- g. Lying to Plaintiffs about the cause and nature of the damage to the body.
- h. Failing to arrive with the body at the appointed time and place, choosing instead to attend to other matters while

79. As a direct and proximate result of Defendants' bad faith as aforesaid, Plaintiffs were caused to sustain damages, including, but not limited to, emotional distress and anguish so severe that no reasonable person could be expected to endure it, and for which Plaintiffs have sought professional psychological counseling services.

COUNT SEVEN
CONSUMER FRAUD
VIOLATION OF THE NEW JERSEY CONSUMER FRAUD ACT
(N.J.S.A. § 56:8-1 *et seq.*)
As to all Defendants

80. Plaintiffs hereby repeat all of the allegations contained in the Complaint thus far above and incorporate same as if fully set forth at length herein.

81. Funeral home practices are covered by the New Jersey Consumer Fraud Act. The Act protects consumers from deceptive sales practices and acts. The types of goods or services

promised to Plaintiff are "merchandise" within the scope of the Consumer Fraud Act, codified at N.J.S.A. 56:8-1 et seq., and as defined at N.J.S.A. 56:8-1(c). Within N.J.S.A. 56:8-2 fraud and unlawful practices are defined.

82. By engaging in the conduct as alleged above, the Defendants committed unconscionable commercial practices including deception, fraud, falsity, and/or misrepresentation in connection with the Contract between the parties and the false representations and deceptive practices of the Defendants, as described, are all in violation of the New Jersey Consumer Fraud Act. Specifically:

83. Defendants, COCHRAN FUNERAL HOME, INC. intentionally or recklessly misrepresented the scope and nature of the services it was to perform for the Plaintiffs. Defendants knowingly concealed, suppressed and/or omitted material facts upon which Plaintiffs relied upon when they agreed to have Cochran transport the decedent to its facility. Cochran's agents and/or employees promised to transport the decedent from the hospital to its facilities in Hackettstown, New Jersey. Cochran never informed any Plaintiff that it would send a driver from Bergen Funeral Service and have the body stored at Bergen's facility or in Hasbrouck Heights, New Jersey. Defendant Cochran misrepresented, implicitly or explicitly, that it was capable of safeguarding the decedent's body from damage or injury and treating the Plaintiffs' decedent with dignity and respect as is their statutory obligation.

84. As a direct and proximate result of the Defendants' misrepresentations, deceptions, fraud, knowing concealment, suppression, and/or omissions of material facts, and other deceptive or unconscionable commercial practices in violation of the New Jersey Consumer Fraud Act, Plaintiffs have suffered a significant and ascertainable monetary loss and attorneys' fees.

COUNT EIGHT
TORTIOUS CONDUCT OF FICTITIOUS INDIVIDUALS AND ENTITIES
(As to Defendants JOHN DOES 1-10 and ABC ENTITIES 1-10)

85. Plaintiffs hereby repeat all of the allegations contained in the Complaint thus far above and incorporate same as if fully set forth at length herein.

86. At all times relevant to this action, Defendants JOHN DOES 1-10 and ABC ENTITIES 1-10, are fictitious names for Defendant individuals and entities whose identities are unknown at present, but who constitute persons, partnerships, joint ventures, corporations, associations, or other forms of private business entities who participated in the tortious actions of Defendants described herein, whether by way of their negligence or in other ways as yet undetermined.

87. As a direct and proximate result of the negligence and/or tortious conduct of Defendants JOHN DOES 1-10 and ABC ENTITIES 1-10, Plaintiff has been caused to suffer, and in fact did suffer, significant damages.

88. Plaintiff alleges an insufficient opportunity to determine the identity of all individuals or business entities whose actions or omissions may be potentially responsible in whole or in part for the damages incurred by Plaintiff.

89. As such, Plaintiff specifically reserves the right to name additional individuals or entities as Defendants to this action, when and if their identities become known to Plaintiff.

PRAYER FOR RELIEF

WHEREFORE, for the foregoing reasons and pursuant to the Counts above, Plaintiffs, REX FORNARO, MARIA L. FORNARO, MARIA P. FORNARO, and CHET FORNARO, demand judgment against the Defendants, COCHRAN FUNERAL HOME, INC., JAMES G. “CHIP” COCHRAN, CHRISTINE DUPONT, TERRY SMITH, BEN WATTERS, BERGEN FUNERAL SERVICE, INC., MATT FURMAN, MATT CONNORS, NICOLE SEQUEIRA,

and JOHN DOES 1-10 (fictitious names), and ABC ENTITIES 1-10 (fictitious entities), jointly, severally, and in the alternative, for general, compensatory, and punitive damages (including treble damages pursuant to the NJ Consumer Fraud Act), reasonable attorney's fees and costs of suit with interest, and any further relief which the court may deem equitable and just.

CERTIFICATION PURSUANT TO RULE 1:38-7

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 R. 1:38-7(b).

CERTIFICATION PURSUANT TO RULE 4:5-1(b)(2)

I hereby certify that to the best of my information, knowledge, and belief that the matter in controversy is not the subject of any other actions pending in any other court or other pending arbitration proceedings, that no other action or arbitration is contemplated, and I am not aware of any other person who should be joined in this matter.

CERTIFICATION OF NOTICE

I certify, pursuant to N.J.S.A. 56:8-20, that I caused a copy of this Complaint to be mailed to the Office of the Attorney General located at:

Division of Consumer Affairs
Office of the Attorney General
P.O. Box 45025
Newark, New Jersey 07101

JURY DEMAND

Plaintiff demands a trial by jury on all issues so triable.

TRIAL COUNSEL DESIGNATION PURSUANT TO RULE 4:5-1(c)

Samuel D. Jackson, Esquire is hereby designated as trial counsel in this matter.

DEMAND FOR INSURANCE INFORMATION

Pursuant to R. 4:10-2(b) demand is hereby made of Defendant to disclose whether there are any insurance agreements or policies under which an insurance company or firm may be liable to satisfy any judgment in this action. If so, advise the undersigned under oath or Certification: (A) name and address of insurer(s); (B) policy number(s); (C) dates of coverage; (D) named insured's personal liability limits; and (E) claim number pertaining to this cause of action.

Respectfully Submitted,

LENTO LAW GROUP, P.C.

Dated: September 5, 2024



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