

U.S. DISTRICT COURT  
DISTRICT OF NEW JERSEY  
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**UNITED STATES DISTRICT COURT**

**DISTRICT OF NEW JERSEY**

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LEE KENWORTHY as the Administrator for the  
ESTATE OF SHAYLING KENWORTHY and  
LEE KENWORTHY, individually,

Cv. 18-12822

Plaintiffs,

**AMENDED COMPLAINT**

**JURY TRIAL DEMANDED**

**-against-**

LYNDHURST POLICE DEPARTMENT;  
OFFICER PHILIP REINA, in his individual  
capacity; POLICE OFFICER HAGGERTY,  
in his individual capacity, LYNDHURST CHIEF  
OF POLICE JAMES O' CONNOR, in his  
individual capacity; SERGEANT RICHARD  
PIZZUTI, in his individual capacity; LYNDHURST  
TOWNSHIP AMBULANCE SQUAD; TOWNSHIP  
OF LYNDHURST; ROBERT MARTIN; ANN MARTIN;  
RICHARD ANDERSON; LAUREN ANDERSON;  
HOUSING AUTHORITY OF BERGEN COUNTY;  
ADAPT PHARMA, and JAMIE ROMANO,

Defendants.  
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**PARTIES**

1. Plaintiff, LEE KENWORTHY who is the husband and administrator ad prosequendum for his wife and ESTATE OF SHAYLING KENWORTHY.
2. Plaintiff, ESTATE OF SHAYLING KENWORTHY appears by and through its representative LEE KENWORTHY, and may maintain causes of action and recover damages for the value of decedent's life and decedent's pain and suffering.
3. The Defendant, TOWNSHIP OF LYNDHURST is a municipal corporation organized under the laws of the State of New Jersey. At all times relevant hereto, Defendant Township, acting through the Lyndhurst Police Department (or "LPD"), was responsible for the policy, practice, supervision, implementation, and conduct of all LPD matters and was responsible for the appointment, training, supervision, discipline and retention and conduct of all LPD personnel. In addition, at all times here relevant, DEFENDANT TOWNSHIP was responsible for enforcing the rules of the LPD, and for ensuring that the LPD personnel obey the laws of the United States and the State of New Jersey.
4. Defendant, OFFICER PHILIP REINA was, at all times here relevant, a police officer of the LPD, and as such was acting in the capacity of an agent, servant and employee of the Township of Lyndhurst. On information and belief, at all times relevant hereto, Officer PHILIP REINA and was under the command of the LPD. Defendant REINA is sued in his individual capacity.
5. Defendant, OFFICER HAGGERTY was, at all times here relevant, a police officer of the LPD, and as such was acting in the capacity of an agent, servant and employee of the Township of Lyndhurst. On information and belief, at all times relevant hereto,

Officer HAGGERTY and was under the command of the LPD. Defendant HAGGERTY is sued in his individual capacity.

6. Defendant, CHIEF OF POLICE, JAMES O'CONNOR was, at all times here relevant, the chief of police for LPD, and as such was acting in the capacity of an agent, servant and employee of the Township of Lyndhurst. On information and belief, at all times relevant hereto, CHIEF OF POLICE, O'CONNOR and was the chief of the police and command of the LPD. DEFENDANT O'CONNOR is sued in his individual capacity.
7. Defendant, SERGEANT RICHARD PIZZUTTI was, at all times here relevant, a police officer and sergeant of the LPD, and as such was acting in the capacity of an agent, servant and employee of the Township of Lyndhurst. On information and belief, at all times relevant hereto, SERGEANT PIZZUTTI and was under the command of the LPD. DEFFENDANT PIZZUTTI is sued in his individual capacity.
8. Defendants, ROBERT MARTIN AND ANN MARTIN (hereinafter "Martins") are the owners of the premises located at 287 Castle Terrace, Lyndhurst, New Jersey 07071 and reside at 5 Duncan Street, Waldwick, New Jersey 07463.
9. Defendant, LYNDHURST TOWNSHIP AMBULANCE SQUAD, provides ambulance services for the Lyndhurst Township located at 297 Delafield Avenue, Lyndhurst, New Jersey, 07071.
10. Defendant, TOWNSHIP OF LYNDHURST is a municipal entity in New Jersey with headquarters located at 367 Valley Brook Avenue, Lyndhurst, New Jersey 07071. The Township of Lyndhurst is at all times herein mentioned, a municipal entity duly organized and existing under the laws of the State of New Jersey.
11. Defendant, RICHARD ANDERSON AND LAUREN ANDERSON (hereinafter "Anderson") are the owners of the premises located at 287 Castle Terrace, Lyndhurst, New Jersey 07071 and reside at 5 Duncan Street, Waldwick, New Jersey 07463.
12. Defendant, HOUSING AUTHORITY OF BERGEN COUNTY is the Housing Authority for Bergen County in New Jersey. They are headquartered is located at 1 Bergen

County Plaza, 2<sup>nd</sup> floor, Hackensack, NJ 07601. The Housing Authority of Bergen County is at all times herein mentioned, a state-owned entity duly organized and existing under the laws of the State of New Jersey.

13. Defendant, ADAPT PHARMA (“Adapt Pharma”) is a pharmaceutical corporation with headquarters at 100 Matsonford Road, Building 4, Suite 201, Radnor, PA 19087. Adapt Pharma is engaged in the business of researching, developing, designing, licensing, manufacturing, distributing, supplying, selling, marketing, and introducing into interstate commerce, either directly or indirectly through third parties or related entities, its products, including the prescription drug Narcan. Adapt Pharma has transacted and conducted business within the State of New Jersey and has derived substantial revenue from goods and products disseminated and used in the State of New Jersey.
14. Defendant, JAMIE ROMANO (hereinafter “Jamie Romano”)

#### **JURISDICTION**

15. This is a Civil Action pursuant to Sections 2 and/or 3 of the Civil Rights Act of 1871, 42 USC § 1985 & 42 USC § 1986 and 28 USC § 1343, seeking redress for the Defendants’ conspiracy to deprive Plaintiff of her constitutionally-protected rights under the First, Fourth, Fifth, Eighth, Ninth and Fourteenth Amendments to the Constitution of the United States of America (US Const. Amends. I, IV, V, VIII, IX & XIV).
16. The United States District Court for the District of New Jersey has Jurisdiction over this matter pursuant to 28 USC § 1343 and 42 USC §1983, 42 USC §1985, 42 USC §1986.
17. The amount in controversy exceeds \$75,000.00 excluding interest and costs.

18. The Declaratory and Injunctive Relief requested in this Complaint is authorized by 28 USC § 2201 and 28 USC § 2202, and Rules 57, 58 and 65 of the Federal Rules of Civil Procedure (F R Civ P 57, 58 & 65).
19. Venue is proper in the District of New Jersey pursuant to 28 USC § 1391 (b) because the events that give rise to this action occurred within this district and Defendants reside within this district.

### **STATEMENT OF FACTS**

20. Prior to occupying the Lyndhurst residence, Plaintiffs went through an extended, and horrific set of experiences wherein they were assaulted at the Housing Authority of Bergen County. These occurrences were the subject of a prior Civil Action Filed in the USDC // DNJ, and which suit has now been settled.
21. At the time of Plaintiffs' making their initial inquiry into the Lyndhurst residence to Defendants Richard and Lauren Anderson, Plaintiffs disclosed to the Defendants Anderson their recent residential travails with the Defendant Housing Authority. The Defendants Anderson were thus well aware of our eviction from our home owned by the Defendant Housing Authority.
22. Further, in or around January of 2016, FALSE Allegations of Abuse were made Anonymously against Plaintiffs in a Letter to New Jersey's Department of Child Protection and Permanency (DCP&P) concerning Samantha Brown, then age 24,

who was, up until December 15, 2015, then caring for Plaintiff Lee Kenworthy's paternal Grandmother, Mary Kenworthy, then age 89.

21. The Anonymous Letter stated that Plaintiffs were:

(a) holding Ms. Brown hostage, against her will, (in two locations), at: 72 Constitution Blvd., Whiting, NJ 08759, and at 147 Hackensack Street, East Rutherford, NJ 07073;

(b) forcing her to work against her will; and

(c) beating her physically for two (2) years.

23. In mid-February 2016, at the time the Plaintiff paid \$1000.00 to the Defendants as a deposit for the Lyndhurst residence, Defendants Richard Anderson and Lauren Anderson told us both that all of the carpets in the apartment would be removed completely from the residence, and that the residence would be repaired and renovated.

24. Further, on the date the Plaintiff's occupied the Lyndhurst residence, the Defendant Richard Anderson disclosed to Plaintiffs, Plaintiffs' children and the Defendants Andersons' children that Defendant Lauren Anderson's brother, Robert Martin Jr., had also urinated regularly on the carpet in the corner of his bedroom whenever his father arrived home when he was a child, or when he would have regular nightmares about his treatment by his own father, Defendant Robert Martin.

25. Defendant Richard Anderson further admitted at this time that the carpets had been in place for the entire time since then, or at least 30 years. Robert Martin Jr. is currently approximately age 38.



26. The Defendants Anderson promised to the Plaintiff 's that renovations would include, but not be limited to: painting of the walls and, most importantly to us, cleaning of the wood floors or whatever remedy might prove required to address definitively the massive amount of urine that saturated the carpets and wood flooring beneath. The Defendants Anderson repeatedly and vehemently promised to address the urine and fecal contamination of the Lyndhurst residence.
27. Plaintiffs, for their part, made their residing in the Lyndhurst residence strictly conditional upon the Defendants Anderson addressing this issue of the urine and fecal contamination of the residence.
28. Defendant Richard Anderson is an employee of Guttenberg Police Department. Defendant Anderson made it known to the Plaintiffs of his position in law enforcement.
29. About a week later, in late-February of 2016, while Plaintiff Lee Kenworthy was at the residence cleaning out the basement with Defendant Richard Anderson, just the two of them, Defendant Richard Anderson displayed his Service Weapon, and took it out of his holster and was moving it around repeatedly.
30. Defendant Anderson tried to intimidate the Plaintiff with the presence of his service weapon by moving it around the room, setting it on the kitchen counter and placing it in the kitchen cabinets. At one point, Defendant Anderson moved his gun directly over the Plaintiff's head and into a higher kitchen cabinet. The whole point was to show that he had authority as a law enforcement officer.
31. As the Plaintiff was intimidated by this sequence of actions of moving the gun around the room and through the space in around and between them by Defendant

Anderson. As a result of cleaning of the basement, the Plaintiff moved into the basement for a period of 2 or 3 days, and then they moved upstairs into the residence.

32. At the time of the Plaintiff's moving in, on or about March 01, 2016, the Plaintiffs finally became aware that Defendants Robert Martin and Ann Martin were also owners of the Lyndhurst residence, along with the Defendants Anderson, and thus would also be landlords of 287 Castle Terrace, Lyndhurst, New Jersey 07071.

33. This is crucial because Plaintiff Lee Kenworthy knew of Defendant Robert Martin and his long history of child abuse of his own son. (Defendant Richard Anderson also revealed to Plaintiffs that Defendant Robert Martin abused his son, Robert Martin Jr., both physically and emotionally, but never physically abused his daughter, Defendant Lauren Anderson.)

34. At the time the Plaintiffs commenced occupancy of the residence, Defendant Robert Martin told Plaintiff Shayling Kenworthy that he could not smell anything on the carpet, and that the house didn't smell and that Plaintiffs should allow the carpet to completely dry after the carpets were cleaned prior to making any determination about removing the carpet.

35. Also, at the time of the move-in, Defendant Robert Martin discussed "kidnapping", and how he had also kidnapped people while he was working as a Police Officer in Jersey City. He attempted to make it a joke about it when he stated words to the effect of: 'Sometimes things have a way of working themselves out, so you just have to do it and hey, it's a milestone and we all go through.'



36. Defendant Robert Martin then proceeded to regale the Plaintiffs with a few stories wherein he implicitly alluded to the Plaintiff's situation being similar, thereby demonstrating his knowledge of details surrounding the false allegations contained in the Letter Complaint to DCP&P accusing us of having kidnapped Samantha Brown and held her hostage for 2 years.
37. Defendant Robert Martin, at the end stated of this conversation then said words to the effect of: 'No worries, all can be forgiven and go away; and both of your kids look safe and happy you are enjoying living here now in our home and it will be good for you.' He further stated that: 'You're Ricky & Lauren's friends and I remember you from when you all were younger, and you are family now.'
38. All the while Defendant Robert Martin was implying in his conversation with the Plaintiffs the berating of Defendant Richard Anderson, in front of all 4 of the children who were present at that time, the Plaintiffs' two Siabella and Mikailin, and two of his about how stupid Defendant Richard Anderson was, and how he had told his daughter, Defendant Lauren Anderson, not to marry him.
39. Over the first week in the apartment there were multiple texts back and forth discussing the carpets' removal, and it needing to be addressed immediately. The cleaning of the carpets was wholly insufficient. The Plaintiffs had many phone conversations and learned that Defendant Robert Martin would have to be consulted and then give approval for any remedies.
40. After this series of conversations, resulting in the profoundly deficient addressing of the unfit living conditions that the Plaintiffs were subjected to, the Defendant Landlords were acting with willful intent.

41. The discussions by the Plaintiff went back and forth for around 2 weeks when the Defendant Landlords' finally gave approval for what had previously agreed upon with regards to, agreeing to just the living room carpet being pulled out, but not the entire house's carpet being pulled as previously agreed.
42. The Plaintiffs set up the children's bedroom/bunk beds in the living room because the bedroom's carpet was still being argued over and was unfit to inhabit due to health concerns.
43. The Plaintiff, Lee Kenworthy upon securing a funding advance of his Grandmother's Estate, at the end of March or early April 2016, the Plaintiffs again repeated their desire for the actual addressing of the uninhabitable nature of the dwelling. While the Plaintiffs were being subjected to the extremely unhealthy and unsafe living conditions by the Defendant Landlords, and they were now also ratcheting up their threats against the Plaintiffs' children's and the family's safety.
44. During this time, there were occasionally times when things would seem friendlier, and the Plaintiffs also texted and spoke about giving the Defendant Landlords additional monies to ensure that the Lyndhurst residence would be fixed properly.
45. Specifically, the Plaintiff's offered the Defendant Landlords \$10,000.00 for 6 months of rent in advance (which would normally cost \$13,200, so thereby yielding the Plaintiffs a savings of \$3200), but which the Plaintiffs would offset with an additional payment to the Defendant Landlords of \$5,000 (yielding them an overall over-payment of \$1800) towards them properly fixing the detrimental health risks that their home posed to our family.

46. This was most especially true since the Plaintiffs were firmly planning to move Plaintiff Shayling Kenworthy's parents into the home; and then the Plaintiffs buying the home, as was previously discussed with Defendant Richard Anderson.

47. It was the Plaintiff's intent to purchase the home, which was communicated, to Defendant Richard Anderson. Unless these discussions of the Plaintiffs buying the home was all just talk, as their means for seeking to compel the Plaintiffs to remain complacent under their watch, under their thumb. The Plaintiffs' dramatic experience made them feel as if they were living in a cage, as though the Defendant Landlords had some extreme degree of control.

48. Ultimately, the Plaintiffs were told once again a resounding no, that the Defendant Landlords would be leaving the Plaintiffs in the profoundly unhealthy, unsafe and dangerous living conditions; and that there will be major consequences to pay if the Plaintiffs tried to leave the Lyndhurst residence, or even if they were to merely seek outside assistance (i.e. lawyers), that the Defendant Richard Anderson would make things even worse for the Plaintiffs.

49. The Plaintiff and his family were consistently subjected to threats by the Defendant Landlords.

50. The Plaintiffs were threatened with this statement of the Defendant Landlords, primarily Defendant Richard Anderson, saying – repeatedly:

'We do not care about your health, and we will NOT take the \$15,000 and fix the home to create healthy and safe conditions for your entire family (including Shayling's elderly parents) and that we will make things bad if you and your family try to leave the home.'

51. The Plaintiffs discussed viable options for removing themselves from the profoundly unsafe and unhealthy living conditions. Specifically, the Plaintiffs considered:

(a) Getting passports and fleeing the country immediately upon receipt of their passports; or

(b) Buying a house in Pennsylvania for as low of an amount as the Plaintiffs could find and then putting both of their children into online school, in order to stay off the radar and out of their reach until the Plaintiffs' lawsuit could go to court and the lawyers involved could help to protect the Plaintiffs; or

(c) Going down to Plaintiff Lee Kenworthy's Grandmother's Estate in Whiting, NJ, and register the children in school there, but in that event, their ability to harm the Plaintiffs would still apply and, given what the Plaintiffs have already experienced in New Jersey and other states surrounding New Jersey, that was not a top choice plus they were strongly seeking to avoid causing even more instability in their children's lives; or

(d) The Plaintiffs knew and felt if they did not leave the country or truly get far enough away from the threats and reach of the Defendant Landlords that their power over the Plaintiffs would still apply. Plaintiff Shayling Kenworthy did not want to leave without her parents as they had already decided that they would come into the Plaintiffs' care, in combination with the fact that the children had only a few more months in that school year.

52. Ultimately, the Plaintiffs decided to leave. The Plaintiffs felt that their rights were being violated and it would be the best course for keeping their family together and safe from the threats and danger of the property itself and the Defendant Landlords.

53. Accordingly, the Plaintiffs informed the Defendant Landlords that they were going to pay two months ahead, May & June, on the condition that they are allowed to take out all of the remaining carpets and clean the wood floors underneath with bleach amongst numerous other chemicals, as an attempt to at least slightly improve the unhealthy conditions that the Defendant Landlords had forced upon them.

54. The Plaintiffs chose not to make an issue at that time. The Plaintiffs were still being subjected to threats of reprisals upon their family. The Plaintiffs had to seriously consider whether they should try and leave or raise the issue of their rights being violated.

55. The Plaintiffs began ripping out the remaining carpets in mid-late April, so Shayling and the entire family could somewhat breathe properly, and not be stuffed up from so much blatant exposure to fecal contaminants. Defendants Richard and Lauren Anderson began texting and calling to state that the Plaintiffs may now owe them for damages, as the Defendant Landlords planned on reusing those 30-year-old carpets elsewhere.

56. Defendants Richard and Lauren Anderson told the Plaintiffs that they were going to be held responsible. In response to their threats the Plaintiffs sent pictures of the carpets and their disgusting conditions. The Defendants Anderson ended their communications with the Plaintiffs by stating that they will have to check to see how Defendant Robert Martin wanted to handle the situation.

57. The Plaintiffs insisted on the rest of the urine- and feces-soaked wood and walls being fixed – washed and painted – as a fundamental prerequisite for their continued occupancy of the Lyndhurst residence, threats or not.



58. Defendant Richard Anderson then asked about when the children would be done with the school year. The Plaintiffs' responded explaining that the Plaintiff Shayling Kenworthy's parents would be coming into their care, and they could not have them with her parents' health conditions living in this dangerous, unhealthy and unfit home.

59. When Defendant Richard Anderson came to pick up the May 2016 rent, in late-April of 2016 he was shown that the Plaintiff had 2 months of rent for him. Defendant Shayling Kenworthy then took back \$2200 and went inside, stating words to the effect of:

'You two are friends. Talk to your wife and father in law cause there's no way I'm moving my parents into a house that could kill them. And that, further, with all of this hostility, when all that we are asking you to do is what you said you were going to do – and with our money we were willing to give you ahead of time plus a few thousand extra – all just to call this a home; and for Bobby (Defendant Robert Martin) to say we are family that's bullshit.'

60. Plaintiff Shayling Kenworthy then went on to Defendant Richard Anderson:

'Family? All we keep hearing about from you two (the Defendants Anderson) that we want no part of this anymore. You two talk, you are friends, so you need to figure out a way to resolve this so we don't have any more threats & bullshit we don't need please.'

61. Defendant Richard Anderson and the Plaintiff talked for a few minutes, when the Plaintiff broke down the numbers for him, that is 6 months x \$2200 = \$13,200, and



this was the Plaintiff's offer so that they could afford to fix what needed fixing, and which is what ultimately killed the decedent Plaintiff Shayling.

62. The Plaintiff made another offer of \$10,000 for 6 months' rent (a \$3200 discount for us) and then also putting another \$5,000 towards full remedy of urine/fecal matter from 20 years on carpet/wood floors soaked and walls soaked as well. The amounts offered by the Plaintiffs were \$10,000 to the rent, \$3,200 from them for the repairs and \$1800 from the Plaintiffs.

63. The Plaintiff stated that even if it comes out to more to fix that they will even contribute by paying for hotel rooms during the construction required to definitively remedy the uninhabitable condition of the Lyndhurst residence. Later in this conversation with the Defendant Landlord, the Plaintiff increased his original offer to \$12,000 in rent, plus \$3,000 from the Plaintiffs to fix everything immediately, if an Agreement were to be put in writing at a lawyer's office.

64. The Plaintiff made the offer because they wanted everything to be above board and legitimate. The Plaintiff made this offer to Defendant Richard Anderson while he had Defendant Lauren Anderson on the phone. Defendant Richard Anderson explained that he was calling to seek his wife's and Defendant Robert Martin's approval, only to again be told no, and that bringing in lawyers with them is never a good way to go.

65. Instead, the Defendants Anderson told us to just pay the rent and that they 'Will take care of the wood floors and the odor conditions,' to which the Plaintiff again stated that it was not just an odor, but that it was unhealthy levels of canine and human excreta were causing health issues to his family; and that they could not continue to

live in the Defendant Landlords' home without their properly addressing the matter, as the Defendant Landlords had repeatedly promised.

66. Upon hanging up, Defendant Richard Anderson immediately began apologizing for his wife's family, the conditions of the home and their unwillingness to address the unfit conditions the Plaintiffs were being forced to live in. Defendant Richard Anderson stated words to the effect of: 'Look, if you are a few months ahead, maybe that might put everyone involved at ease and then they would be more willing to negotiate with you.'

67. The Plaintiff told him – for the umpteenth time – that this is about his family's health, about Shay's parents moving in, and reiterated an earlier discussion regarding the purchase of the house, and that this is not a family environment that the Defendant Landlords have the Plaintiffs in right now. Defendant Richard Anderson stated that the Plaintiffs are faced with the choice of living in an unfit, unhealthy home, where if they try to leave there will have issues.

68. The Plaintiff Lee Kenworthy stated "Correct!" To which Defendant Richard Anderson responded; 'that very well could be the results' to which the Plaintiff Lee Kenworthy said, "What would you do?" He responded, 'I would pay my rent, make the best of the situation, keep my kids safe and try to find a way to make do until we all can figure out a way to find a solution that benefits everyone.'

69. The Plaintiff Lee Kenworthy responded back, 'So basically enjoy our cage and the uninhabitable condition of it, with my family and even also Shay's disabled parents, yeah great options, Ricky. Thanks for the friendship, brother.' Ricky then states his hands are tied he's just doing as he is told. Then he says: 'Bro, honestly, I am sorry.'

70. Plaintiff Lee Kenworthy informed Defendant Richard Anderson that this wasn't going to last and the conversation then went back and forth for another 5-10 minutes in a similar manner.

71. The Plaintiffs gave Defendant Richard Anderson the rent, \$2200, just 1 month, he stated that he, 'was disappointed, and this whole situation could be going way better for us if we would just go with the program and stop making waves; that this whole thing can get really bad just, so make sure you guys don't force anyone's hand.'

72. Defendant Richard Anderson threatens the Plaintiffs directly: 'You guys moving or trying to leave would absolutely not be in your family's best interest. Hopefully it will all work out. We've known each other a long time and that's got to count for something.'

73. This conversation was followed up with a call to remind the Plaintiffs 'Not to do anything stupid, like move or take the kids out of school,' and that they would 'Be able to come to some sort of arrangement before it's time to move Shay's parents in.'

74. Defendants Robert Martin and Richard Anderson then came over to fix an issue so that a washer/dryer could be installed and used that opportunity as well to address an issue under the kitchen sink that resulted in mold all inside the kitchen sink, cabinets and walls.

75. The Plaintiffs walked them through the entire house again, to illustrate the horrible stench saturating every inch of the dwelling and it needing to be immediately addressed.

76. Plaintiff Shayling Kenworthy then told them that their son, Mikailan and Shayling both have documented asthma issues, and that her parents will be moving into this

apartment, which you are all aware is immediately ahead of us in the next few months, so this needs to be addressed immediately.

77. Defendant Robert Martin then went into a diatribe about how ‘the other owners need to be involved. That Richard is an idiot and barely has a say, but he does as he’s told, whereupon he then sent Defendant Richard Anderson (and his own son-in-law) downstairs to get set up to do the gas pipe for the dryer.’

78. Defendant Robert Martin then went on to say that once everyone speaks they will come up with a solution; and that the Plaintiffs should continue to speak to Defendants Richard and Lauren Anderson (who constantly state that it’s up to him, referring to Defendant Robert Martin) so that they will all come up with a solution that works for everyone, to which the Plaintiff informed him that they had offered them 15K to fix it. This offer was refused by them.

79. Defendant Robert Martin stated he was unaware of that offer and that he would check to see what that was, but that he doesn’t have time to handle that right then. But then he also said that ‘Look, bottom line no one in this situation needs anything to be difficult or to cause any issues or problems, and especially you guys you don’t need that. You’ve had enough issues, so I’m sure you just want to get through all of this.’

80. Defendant Robert Martin continued: ‘I’m going to finish up this get back to work and we will all talk to come up with the best solution.’ Plaintiff Shayling Kenworthy then states that the ‘Best solution is a healthy home for our entire family, without any issues, especially when we are offering to pay for the work to get done, and yet still meeting resistance.’

81. Plaintiff Shayling Kenworthy then continued: "Passive-aggressive promises and veiled threats, or whatever trouble it is that you're trying to cause, I'm not one for games.'
82. All throughout the month of May, the Plaintiffs continued trying to get a full response and decisions from all of the Defendant Landlords of either fixing the dangerous and unsafe conditions which were detrimental to their life, and how their fundamental right to a habitable residence as being deprived, or their immediate need to move out and vacate the premises.
83. The statements from the Plaintiffs were again met with threats that this course of action would be against their best interest, as stated by Defendant Richard Anderson. (There is a recording of this conversation.)
84. The Plaintiffs repeatedly asked both via text and directly on the phone with Defendants Richard and Lauren Anderson for Defendant Robert Martin's cell number, since it was his decision to fix or let the Plaintiffs leave the uninhabitable, unfit home without threats or reprisals, precisely as they had stated all along. (There is a recording of this conversation.)
85. The Plaintiffs were never provided Defendant Robert Martin's number and these exchanges and increasing threats continued over and over throughout June. Plaintiffs chose NOT to pay rent for June and wanted to meet with Defendant Robert Martin to discuss them moving out without any issues from Children Social Services to police/false charge or anything the Defendant Landlords have been threatening all along.



86. This was specifically discussed between Plaintiffs and Defendant Richard Anderson on multiple occasions between the end of May and then into the middle of June.

This exact sentiment and statements were also texted between Defendant Richard Anderson and Plaintiff Lee Kenworthy, as well as communication about the tenant upstairs, Defendant Jamie Romano.

87. The Plaintiffs told the Defendant Landlords, over-and-over-and-over during this time frame that 'We do not trust, like or appreciate the position you are forcing us into.'

88. In June 2016, the Plaintiffs were preparing to leaving for vacation, Defendant Richard Anderson warned the Plaintiffs to just have the rent, that they don't have to leave, and should not leave; that it's going to be way better for the Plaintiffs to stay, way better to set-up a meeting for Robert Martin to come out to the house to collect rent, ignoring the fact that the Plaintiff's told them they are paying for June and leaving.

89. The Plaintiffs told Defendant Richard Anderson yet again that they did not want to stay any longer, and that this is especially so if the health concerns of the home are not being addressed, as Shay's parents are now definitely moving in with them.

90. On the morning and into the mid-afternoon of July 1, 2016, Defendant Robert Martin, a retired Deputy Chief of Police for the City of Jersey City, and a current member of the US Marshal's Service, went to the Lyndhurst residence to meet with Plaintiff Lee Kenworthy about the rent, and about the Kenworthy family moving out without any issues, threats of further retaliation or reprisals against their family by him.



91. The Plaintiffs asked to pay \$2,200 for June and, it being July 1<sup>st</sup>, be allowed to pack & leave immediately as they had already begun packing. The Plaintiff requested that the paper work be drawn up in a lawyer's office, so that the Plaintiffs could leave without continued threats being made upon their safety, to which the Defendant Robert Martin started once again to threaten the Plaintiff's safety, stating that he would make and press false charges.
92. Defendant Robert Martin stated that - He would get all kinds-of law enforcement and DCP&P people crawling all over the Plaintiffs to force them to remain in the unhealthy, uninhabitable and life-threatening conditions. This exchange went on for 45 minutes, wherein Defendant Robert Martin repeatedly mis-used his position of power, that he would be only too happy to use his official authority.
93. Specifically, Defendant Robert Martin stated words to the effect that: "he is a US Federal Marshal, that there is nowhere you can go to run and hide from him and that you will never be safe if you do not do as you are told."
94. The Plaintiff Lee Kenworthy repeatedly stated that 'We either need to fix the issue, which at this point without something in writing, trusting your family simply is not an option, since it's summer and the excretory contamination is now truly affecting our health, and that we are about to be living with, and caring for, Shay's parents.'
95. The house was unhealthy and unfit for human occupancy, the Plaintiff informed Defendant Robert Martin that they needed to move without threats and the Defendant Landlords continuing to hold the Plaintiffs against their will, which inspired Defendant Robert Martin to immediately go into threatening the Plaintiff Lee Kenworthy and his family. The Plaintiff stated clearly that it's for these reasons

we would rather move and just be done with this situation for the health of their family, including Shayling's parents.

96. During the exchange Robert's threats were as follows (there is a recording of this entire conversation.):

(a) He is a current US Marshal so there is nowhere you can run and hide. If you do not stay here against your will, against your health concerns and against your family's best interests, then Defendant Robert Martin will execute his many threats to mis-use his official authority. The Plaintiff took this threat as his promise of what would happen if the plaintiffs didn't do as they were told;

(b) If the Plaintiffs tried to leave as the Defendant Robert Martin would not take June's \$2200 and he would NOT let them move, that he would turn their lives into a living hell with the Lyndhurst PD and DCP&P crawling up their asses;

(c) Defendant Robert Martin stated that he would turn up the heat if the Plaintiffs did not do as they were told and stick to the deals & arrangements made, that the Plaintiffs could not move because he would not let them. He stated this before backtracking a little and renegeing on when the Plaintiffs would be free from their grasp and obvious control, demanding the rent now owed, without any remedy even being proposed to the excretory saturation;

(d) Threatening physical harm & bodily injury multiple times throughout the 45-minute encounter, which Defendant Robert Martin tried to escalate into a physical altercation, by threatening the Plaintiff verbally with physical harm while simultaneously pushing the Plaintiff Lee Kenworthy and putting his hands on him, in an increasingly hostile manner, attempting to get a physical reaction from him;

(e) The Plaintiff did not respond physically because he knew what he was trying to do – trying to get the Plaintiff to start something so he could shoot him, which he did on at least two occasions;

(f) Defendant Robert Martin stated that he would put the Plaintiff and his family in a grave, when the Plaintiff informed him that they wanted a lawyer to be involved in the Plaintiffs paying the rent, that he would not hear nor accept that they had the money for rent, but want to pay with a lawyer involved to protect their family, given the uninhabitable conditions of the house still remain after months;

(g) Every single time the Plaintiff brought up his family's health concerns and the unfit conditions, Defendant Robert Martin continued to threaten him in varying manners, some physical.

97. During the entire 45-minute confrontation, Defendant Robert Martin had his gun on the Plaintiff Lee Kenworthy, moving it around multiple times throughout the 45 minutes from hand to hand, back behind his back, clipped on his back, and slammed onto his dashboard right before stating to Plaintiff Lee Kenworthy: "Do you want to dance? Let's dance! Go ahead, say again you don't trust us, say it!"

98. Immediately following this physical threat, he grabbed his weapon from his dashboard, held it for a moment or two, then passed it from hand to hand behind his back, and then replaced it on his belt. Then Defendant Robert Martin began to make his threats again, telling the Plaintiff what they were allowed to do and not to do, and continuing to disregard their health and safety.

99. Defendant Robert Martin suggested that the Plaintiffs do not talk to cops, how people were going to be all over them, and now he was again passing his weapon

from hand to hand behind his back, and then to the other side; that was the action he kept repeating. Every time the Plaintiff Lee Kenworthy spoke about his family moving and wanting to leave as Defendant Robert Martin would reposition his weapon as he responded, sometimes holding it for longer intervals before repositioning it.

100. Each time Defendant Robert Martin escalated the situation and came into the Plaintiff Lee Kenworthy's space right in his face before he would check his weapon and then move to get into the Plaintiff's face to intimidate him enough to try and cause the Plaintiff to make a physical reaction. Two of the three times Defendant Robert Martin put the gun behind his back he got his face close to the Plaintiff's face, except the one time when he put the gun on the dashboard. He was armed and threatening the Plaintiff Lee Kenworthy.

101. When the Defendant Robert Martin was informed by the Plaintiff Lee Kenworthy of wanting to do everything going forward with a lawyer, and especially since Shayling's elderly parents would be coming into their care, so their family needed the unfit conditions remedied or the option to vacate without threat or duress from him, the other Defendant Landlords, and any other parties, Defendant Robert Martin escalated immediately.

102. Defendant Robert Martin escalated the confrontation by placing his gun on the dashboard of his car, and then he put his hands on the Plaintiff Lee Kenworthy, grabbing him by the shirt and the lapels of his jacket, while threatening the Plaintiff with his statement of "Do you want to dance? Let's dance!"

103. Multiple times Defendant Robert Martin threatened the Plaintiffs' future, safety, wellbeing, future freedoms and even having their children with them. He raged about all this while threatening Shayling's parents as well, should they come into the Plaintiffs' responsibility, stating words to the effect of: 'Yeah your whole family will get it if you do not just do as you are told, or else. This will all go extremely bad for you, for everyone, even for your kids, for Shay's parents. Just do as you are told.'; he said, all while moving and touching his gun in a threatening manner.

104. In the 45-minute exchange Defendant Robert Martin moved and repositioned his weapon over 30 times. This is how Defendant Robert Martin used his weapon to intimidate and extort the Plaintiff:

- a. At some points holding it for longer durations;
- b. At some points holding it as he's getting aggressive before putting it behind his back and approaching Plaintiff Lee Kenworthy;
- c. Stating he is a Federal Marshal before taking out his badge and showing the Plaintiff to further intimidate him;
- d. Threatening the Plaintiff with false charges from the local police if the Plaintiff did not do as he was told, that he will turn up the heat regardless, because the Plaintiffs were asking to do all business going forward in a Landlord-Tenant lawyer's office for their protection, while Defendant Robert Martin was repeatedly passing his weapon hand to hand, and then he came towards the Plaintiff, before slamming it down on the dashboard of his vehicle;



- e. While telling the Plaintiff what they were going to do and how it was going to go regardless of the imminent health, risk and dangers he was forcing the Plaintiffs' family to remain in.

105. Over the next few days, the Plaintiff Lee Kenworthy spoke with Defendant Robert Martin another three times, only to be threatened each time as the Plaintiff again asked to handle everything including paying rent, and leaving without issues, at their lawyer's office; to which he repeatedly responded: 'You better have my money this weekend. I told you one week, or else.'

106. Defendant Robert Martin told the Plaintiff repeatedly in the 45-minute exchange "We will be sorry." The Plaintiff told him again they have his money and will give it to him with their lawyer involved. Shay's parents need to be living with them, but that it cannot be in the Defendant Landlord's residences conditions. Again, he expressed no concern for the Plaintiffs' family's health or the slightest willingness to handle the request for an attorney's supervision.

107. Defendant Robert Martin continued promising that he would rectify the situation, if only the Plaintiffs would just give him the rent money, without regard for the Defendant Landlords' ongoing failure to remedy the situation, despite the numerous threats they had made the Plaintiffs' family, safety, freedoms and choices without protecting or being allowed to protect themselves.

108. The night before Defendant Robert Martin followed through on his threats against the Plaintiff's family, he called the Plaintiff Lee Kenworthy and made one more threat that they better give him at least \$2200 tomorrow, repeating the threat that



he had made a week before the morning of July 8, 2016, when he arranged a confrontation between 9:30-10:30 AM.

109. Defendant Robert Martin called multiple times and they spoke two times while the false charges were being thrown around against the plaintiffs, wherein Defendant Robert Martin states that: 'This did not have to go this way. We told you what would happen. This could also go away, if you just cut the shit. In the second call he stated: 'We will talk after you are released,' before the police were even at the house.

110. The Lyndhurst Police did show up at the investigation of Defendant Robert Martin and upstairs tenant, Defendant Jamie Romano. Of course, nothing had happened in their household, as Plaintiff Shayling Kenworthy, their daughter Siabella and Plaintiff Lee Kenworthy told the responding officers.

111. Upon the arrival of the responding officers, the Plaintiffs told the Officers that they were just intimate and, so we needed to get dressed. The Plaintiffs were not arguing or fighting in any way, shape or form; and that this was exactly what the homeowner, Defendant Robert Martin, threatened them with last week, a conversation which there is a recording of.

112. The responding Officers completely ignored the Plaintiffs' statements and took Plaintiff Lee Kenworthy into custody, just as Plaintiff Lee Kenworthy is stating: 'You're making a mistake! This is the landlord and his threats of holding us here against our will. You do not want to do this; you're making a big mistake. We have the whole thing recorded.'

113. The Plaintiff Lee Kenworthy continued to talk to the responding officers: "This is specifically about our kids. You know it and so do I. Are you making a go for our children right now today? Shayling's parents are moving in with us." One of the responding officers asked: "Is that what you're fighting over?" Plaintiff Lee Kenworthy told him: "No, we have all lived together before, and we just took care of my grandmother for a time, and so we're more than ready to do it for Shay's parents, too, you are making a mistake."

114. Again the Plaintiff asked if they were trying to take or threaten his children with DCP&P right now, to which an Officer responded: 'Not as long as your wife cooperates and lets us take pictures, then there will be no need for her to come to the station to dispute the charges on you; because then we may have to charge you both and in that case we would have to call DCP&P.'

115. The Plaintiff Lee Kenworthy told this to Plaintiff Shayling Kenworthy as they put him in the police car, and she then argued back and forth with the responding officers telling them we were not fighting amongst ourselves. Plaintiff Shayling Kenworthy then repeated back to one of the Officers what the Officer herself had just said: "That we were fighting, so they have no choice, or else you're taking me (Shay) back to police headquarters, too, and then they would have to take my children, so let's see, what choices do I have?"

116. The Defendant Robert Martin had threatened the Plaintiffs a week before, in person, and repeatedly on the phone, since that time. (Upon information and belief, these conversations were all recorded by the responding Officer's Body Cameras.)

117.Siabella who is the daughter of the Plaintiffs was nine years old at the time. The responding officers interviewed her, and she told the officers the same exact exchange as the Plaintiffs had stated that: 'No one is fighting. That we were threatened by Bobby/Robert Martin, and the woman upstairs (Defendant Jamie Romano) was pounding on our door, but everyone is fine, and Kai is still asleep.'

118.In their police report, the responding officers stated that they spoke to the Plaintiffs' son, but that the Plaintiffs' daughter, Siabella was still asleep. This is all completely false, as Kai was asleep and it was Sia who was awake.

119.The Plaintiff Lee Kenworthy was now being held in-custody, confined based upon false call complaints made against him, disputed by himself and his entire family. Now, Defendants Lyndhurst Police officers were directly threatening Plaintiff Shayling Kenworthy and Siabella, at the Lyndhurst residence, and in the exact manner that Robert Martin and Richard Anderson had warned them about if they did not do as we were told or tried to leave the residence.

120.Upon arrival of the Plaintiff Lee Kenworthy at the Lyndhurst Police Department, he was photographed and kept on camera where he spoke to Defendant Detective Sergeant Richard Pizzutti. Plaintiff Lee Kenworthy repeatedly told him that this was the homeowner retaliating against the plaintiffs for trying to leave his dangerous, unsafe and uninhabitable home.

121.The Plaintiff told the investigating officers of the Lyndhurst Police Department that his family was being threatened and held against their will in this dangerous home, by means of Defendant Robert Martin's threat of a False Arrest and threatening the

custody of their children, as Defendant Robert Martin had stated the previous week.

(There is a recording of this conversation.)

122. The Plaintiff Lee Kenworthy wanted the Lyndhurst PD to take a report about the fact that Defendant Robert Martin had threatened him with his weapon out - repeatedly. Defendant Robert Martin threatened the plaintiffs to not leave the residence and to remain quiet about previous charges filed against the Plaintiff Lee Kenworthy in the Bergen County Jail, wherein they accused the Plaintiff in 2010 of smuggling a cell phone into the Bergen County Jail while his son was being born.

123. The Plaintiff Lee Kenworthy and his wife, Plaintiff Shayling Kenworthy just wanted to leave the Defendant Landlords' uninhabitable home, and to be left alone; and they needed the Lyndhurst Police's help with achieving their release from the purgatory that they were being held in. Unless, that is if the Defendant Lyndhurst Police are assisting the Defendant Landlords and their extortionist agenda, which is when the Plaintiff asked if they would be informing DCP&P causing more damage, harm and threats to their family.

124. Plaintiff Lee Kenworthy asked Defendant Detective Sergeant Pizzutti if he was going to be doing exactly as Defendant Robert Martin wants, or would he be coming out to the house to take a report from the Plaintiffs to gather evidence honestly (i.e.- Defendant Robert Martin's threats that are now being fulfilled).

125. Plaintiff Shayling Kenworthy was on the phone with the Lyndhurst PD requesting the same exact thing as she was demanding Plaintiff Lee Kenworthy to be released immediately, and to speak to the Bergen County Prosecutor and who else would need

to be involved to address the false arrest and Robert Martin's threats of doing exactly that which was now happening.

126. Plaintiff Shayling Kenworthy requested multiple times that a Detective or Lieutenant respond to the residence to take statements from the Plaintiffs and both of their children about Defendant Robert Martin's threats, threats made with his weapon out, just one week earlier. Plaintiff Shayling Kenworthy told the lieutenant this exact thing was what Defendant Robert Martin had threatened and so she asks them to investigate, and to come to issue arrest warrants immediately.

127. Plaintiff Shayling Kenworthy stated to the Lyndhurst PD that they were not arguing or anything like that, and in fact her father was on his way over. So, both Plaintiffs just got off the phone with him before, this was orchestrated and put into motion because in their world nothing happened until Robert's call came in with his threats and Defendant Jamie Romano started pounding on the plaintiffs' door.

128. Plaintiff Shayling Kenworthy went on to tell the LPD that they were being threatened and held against their will. All the Plaintiffs wanted to do is leave without any issues, to pay last month's rent and sign everything with a lawyer present so that the Defendant Landlords will not cause any issues like exactly these right here, which threats they have repeated every month that they had been living in the residence.

129. Plaintiff Shayling Kenworthy insisted upon them responding and taking reports so the officers gave e-mail addresses to send the recordings to and whatever other evidence the Plaintiffs had. The Plaintiffs were told by Defendant Detective Pizzutti, and a female Lieutenant at the Lyndhurst Police headquarter in a dismissive,

intimidating tone: 'If that's really what you feel your best course of action is and should be, given everything on the line.'

130. Plaintiff Lee Kenworthy was released about 2 hours later, with a business card to e-mail evidence to. Jose Sang, Plaintiff Shayling Kenworthy's father, and Jamie, Shay's brother, were told what was happening and to not come to the house until Plaintiff Lee Kenworthy was back and everything was safe. They arrived just as the Plaintiff Lee Kenworthy did. The Plaintiff Lee Kenworthy, Plaintiff Shayling Kenworthy, along with Sia, preceded to tell Jose and Jamie what has actually been going on at the house.

131. The Plaintiffs told them about how they have been trying to manage and mitigate all of these issues to the best of their abilities. The Plaintiff told them of how the Defendant Landlords and all of the other parties involved, including the Lyndhurst PD have now escalated the situation, putting the children at risk and making everyone unsafe in this residence especially with health conditions still permitting.

132. Jose, Shay's Father, agreed to move the plaintiffs into their home, since everyone remaining in the Lyndhurst residence was absolutely not an option at all. Jose asked the Plaintiffs not to say anything to Shay's mother just yet as both of them were ailing and he wanted to find a way to explain the attacks the Plaintiffs were under without scaring her.

133. Jose also wanted to know what other options everyone had for housing, as both of her parents were planning to stay with the Plaintiffs and really have nowhere else to go. Since this was everyone's plan for all of these years, for both Plaintiffs to help Plaintiff Shayling Kenworthy's parents and possibly even buying a house together,



where the grandparents could help with the children, as they had previously tried to do so years ago.

134.The Plaintiffs were also under continuous duress and attacks that Jose and Nelly Sang, Shayling's parents, can attest to. Jose, Lee, Jamie & Shay all unloaded the tools and what they had moved in there. The Plaintiffs and their children were packing their suitcases, laptops, evidence, toys, and most important items to remove themselves immediately from the danger of separation, to go stay in hotels while they hired a family lawyer to deal with DCP&P.

135.DCP&P was at the house that night in response to Defendant Robert Martin's threats of reprisals and Lyndhurst PD's following through with the Plaintiff's false arrest and detention, depriving the Plaintiff of any due process. The Plaintiffs discussed that night, the multiple options of how to address and handle the attacks and the immediate situation at hand of impending homelessness for Shay's parents, with everyone deciding that staying in the Lyndhurst residence was not an option.

136.Jose Sang spoke to his wife, Nelly briefly, saying the homeowner did not want to fix the apartment, and that he saw it that day and it's unlivable, especially for themselves and Shay's family; and further, that the Defendant Landlords were causing issues, which he did not specify for Nelly just yet. Jose and Plaintiff Shayling Kenworthy did not tell Nelly Sang, Shayling's mother that they were staying at a hotel or about Plaintiff Lee Kenworthy's false arrest.

137.Jose also did not tell Nelly about the Plaintiffs going immediately to hire a family lawyer, Tim Howes to protect their family from yet again more false allegations, the fourth time in 5 years, all disproven and no DCP&P case ever opened, with civil rights

violations across the board, including assaults upon their minor children by state workers, forcing them to undress under duress and threats of separation.

138. Jose and the Plaintiffs decided it was best for them to not bring the children back to the house, at all, and for everyone to stay out of the Lyndhurst residence unless taking things out or needing to be there for some other reason. The Plaintiffs' two kids never went to that house again after July 8, 2016.

139. The Plaintiffs stayed in a hotel for the next week until their lawyer was engaged and got in touch with their lawyer and was able to convince the Lyndhurst PD to stay out of the residence, and to withdraw the false welfare check that they had demanded. Every single one of the Plaintiffs told the DCP&P Investigator about the threats Siabella, Shayling, her father, her mother, Lee and Kai had received.

140. The Plaintiffs showed them pictures and played the recording of Defendant Robert Martin's threats, and of how they were threatened. DCP&P informed the Plaintiffs that until they decided or even possibly took it to court, the children were to remain at Shay's parent's place of residence, at: 133 Roosevelt Ave., Apt. B; Lodi, NJ 07644; and that the Plaintiff Lee Kenworthy is not to be alone with his children. They decreed this all without court order or proper authority.

141. Once the first week had passed and the Plaintiffs were into the second week, now with Tim Howes retained and speaking to DCP&P, Defendant Robert Martin spoke to the Plaintiffs both a few times that week stating to them both a few times that this all can go away. Defendant Robert Martin told the Plaintiffs that they did not have to leave as long as they pay and stick to the arrangement: to stay quiet about the corruption that Defendant Robert Martin was involved in, and for them to stay put.

142. Defendant Robert Martin again promised to help make the house suitable, still expecting the Plaintiffs to pay for the repairs, but they will get workers to finally fix their uninhabitable home, backed-up with actual reprisals against them for not simply accepting how the Plaintiffs' rights were being violated, for them not wanting to remain there with their children and Shay's parents.

143. Jose, Nelly and the Plaintiffs decided that everyone would move into 72 Constitution Blvd Whiting, NJ 08759, and that whatever else they couldn't fit from the 287 Castle Terrace, Lyndhurst, NJ 070712, over the next week to get away from the false charges, their attempts to fraudulently remove the children, and, of course, the continuous threats from Defendant Robert Martin.

144. Now, with the Defendant Lyndhurst PD actively and affirmatively not doing their jobs as the Plaintiffs tried to pursue charges. The Plaintiffs emailed evidence in order to file charges on Robert Martin's direct terroristic threats on the Plaintiffs' safety, their freedom and their children, to over 10 different Officers and Detectives at Lyndhurst PD.

145. The Plaintiffs rented a truck July 12 - 22 and moved Shay's parents, the children and a good portion of their belongings from 287 Castle Terrace Lyndhurst, NJ 07071, down to Whiting, NJ. The Plaintiff's immediate plan was for Shay's parents and children to stay there while they attempted to file and pursue criminal charges against Defendant Robert Martin, and to hopefully protect their family and children from his ongoing threats.

146. Defendant Robert Martin again spoke to the Plaintiffs after they had moved her parents and the children, again threatening that this can all get even worse for them.

Defendant Robert Martin continues to urge that everyone should come to a resolution wherein he would get his money and would continue living there and he could make everything go away. DCP&P had no legitimate basis or any rights to ever initiate an investigation, let alone to demand that the Plaintiffs' children stay away from the Plaintiff Lee Kenworthy.

147.DCP&P thereupon commenced to make increasing threats and demands that the Plaintiffs provide them with their children's location. These demands for the children's location were completely baseless. DCP&P didn't have a legitimate basis for their investigation; well, not any other than the undue influence of Defendant Robert Martin, and his wholly-pretextual accusations against the Plaintiffs.

148.Plaintiffs Shayling and Lee Kenworthy and Jose and Nelly Sang even spoke about getting expedited Passports to the Dominican Republic for themselves and the children, specifically because of how fearful they were of this unrelenting campaign of persecution against them. The Plaintiffs wanted to be prepared for if the DCP&P investigation escalated they would get out of the country and away from the danger of another false case and false investigation.

149.Plaintiff Shayling Kenworthy spoke to her parents about the Plaintiffs Shay & Lee paying for a rental in Dominican Republic and the children's school, and how Shay's parents could help them while Plaintiff Lee Kenworthy was finishing up closing up his grandmother's estate. Plaintiff Lee Kenworthy would then join them within the next 20-40 days getting the children immediately out of harm's way, from the false case and court proceedings to remove the children from the Plaintiffs.

150. The Plaintiffs continued to interview for employment to try and land their feet and be able to protect their family, with both of them securing positions, Shayling's for approximately \$55,000 in Ocean County, and Plaintiff Lee Kenworthy for about \$45,000, possibly spread across several counties.

151. These attacks and threats upon the Plaintiffs' children were increasing as the weeks went on from July 15-30 and the Plaintiffs continued pushing for the Defendant Lyndhurst PD to charge Defendant Robert Martin with a crime, since DCP&P was not backing off, thereby enforcing Defendant Robert Martin's most serious threat against: to remove the Plaintiffs' children from them without any valid cause whatsoever.

152. While the Plaintiffs were up in Lyndhurst on two separate occasions, they were pulled over by Lyndhurst Police and questioned about where their children were, where they were currently living and planning on moving to. This questioning by police was always done in a threatening and intimidating manner, such as asking if DCP&P is still looking for them? Do they need to check? When are they going to settle the issues with the Defendant Landlords? And when will they just be done with all the drama?

153. The Lyndhurst Police Officer stated just comply, guys do what is easiest for everyone. There's no need to escalate, or to take anything to court, it can all be resolved amicably. Honestly, this was very chilling for the Plaintiffs to hear Defendant Robert Martin's words coming out of the mouths of Lyndhurst Police Officers.



154. Plaintiffs Shayling and Lee Kenworthy went into police headquarters to give their statement about Defendant Robert Martin's litany of threats – many of which they recorded – and which the Plaintiffs then delivered to all of the e-mail inboxes that they had been given. The Plaintiffs then proceeded to make their statements to Defendant Sergeant John Doe # 1, wherein they described the terroristic threats, the abuse of power and the threats on their children.

155. Defendant Robert Martin had his weapon out specifically to intimidate & threaten our family's safety; at least that was how the Plaintiff took it. (How would anyone take having someone practically juggling his gun while be threatened?) The Defendant Sergeant told the Plaintiffs that he needed to move them to a recorded room because of procedure, since Defendant Robert Martin's threat had possibly been made with his service weapon.

156. Even the Defendant Lyndhurst PD knew that the use of a service weapon to intimidate a person with whom a serving US Marshall is having a civil dispute with is a breach of proper police regulations and procedures. Finally, the Plaintiffs told Defendant Sergeant John Doe # 1 that they were prepared and ready to tell their story and that's why they were there. Defendant Sergeant John Doe # 1 then went and spoke to his Lieutenant.

157. When he came back, he told the Plaintiffs that they had discussed it over and that it's best for everyone if they kept it off the record and tried to find a way to resolve it without a recorded interview. He told the Plaintiffs that they should think it over. The Plaintiffs both said they have and they want to proceed, let's record it. The

Plaintiffs were then instructed to wait a minute, he will go ask again, but he doubts that it will yield a different answer.

158. Defendant Sergeant John Doe # 1 then comes back, and this time he tells the Plaintiffs that it's a definite no: that they must go and attempt to resolve this themselves, no matter the long list of crimes that Defendant Robert Martin has committed against them; and that if they don't try again then he would need to know where their children are, because if not they may not be able to let the Plaintiffs leave police headquarters.

159. The Plaintiffs both stated that they now have a lawyer involved in the matter and the kids are with their grandparents. Plaintiff Shayling Kenworthy then asked: 'Can we go now?' Defendant Sergeant John Doe # 1 said yes, and he told the Plaintiffs – in a profoundly threatening manner – that they might want to get a lawyer to help them file charges against Robert Martin.

160. The Plaintiffs made multiple cell phone calls over the next 3 weeks, following up to try and get protection from the increasing threats upon their family's safety and wellbeing, over 20 calls in all, at least 8 different people spoken to, all they got were call transfers, briefly informing an officer of the details, promised calls back, then on vacation. Basically, the Plaintiffs were given a constant run-around. Defendant Lyndhurst Police even seemed to be enjoying it, giving them the run-around.

161. The Plaintiffs went back down to Whiting to speak to Shay's parents trying to figure out a good, safe solution with now the Defendant Lyndhurst PD threatening them and leaving the Plaintiffs under duress, fear of reparations, retaliation, abuse of power/authority from all involved.

162. The Plaintiffs were forced to sell some of their electronics and televisions in order to have money for lawyers, gas, renting a U-Haul, food as Shay's parents were on a fixed disability income, once a month.

163. The Plaintiffs were waiting to have enough money to rent a trailer in order to retrieve all of their children's toys, belongings out of the Lyndhurst apartment and return a few items they would not be keeping or needing as money for tickets for the children and Shay's parents was still being discussed in lieu of signing over custody and getting them on a flight.

164. The Plaintiff Shayling Kenworthy and her parents discussed them selling their Mazda, owned outright for \$5,000 to get passports and everyone out of the state until they could go to Dominican Republic and they would/could possibly sign over custody to her parents to negate the false investigation and now impending court date seeking an order of investigation/protection since the Plaintiffs as a family are in the process of a move further demanding a hold on their family.

165. The Plaintiff spoke to the lawyer in charge of Mary Kenworthy's estate and her parents residing there and transferring of ownership to Shay's parents to which the lawyer was unclear as to any decisive course of action other than they would need to vacate the residence in Whiting within 8-12 weeks.

166. The amount of stress the Plaintiffs were being put under and subjected to surrounding threats and violations of their basic fundamental rights by officers of the law, they were terrified at where to go for help if any existed, as well as losing sleep and change in appetite.

167. The Plaintiffs decided to go and get everything out of the house and be done with that area and Bergen County all together to remain safe and hopefully somewhat out of their reach.

168. The Plaintiffs spent about 10 days down in Whiting with their children and Plaintiff Shayling Kenworthy's parents wherein she had no respiratory issues whatsoever. The Plaintiffs played with and enjoyed their children, taking them to the beach multiple days and the boardwalk, spoke to Shay's parents about all options and what would bring this to the best most stable resolution. The Plaintiffs and the family all decided that they should go to the Dominican Republic for a year or more until the Plaintiffs sell the estate and everyone return to buy a house.

169. During this timeframe, the Plaintiffs spoke to Defendant Chief O'Connor of the LPD and informed him of his officers not filing charges on a fellow police officer/federal US Marshal on Facebook they took the conversation into a private chat. He instructed the Plaintiffs that if his officer was obstructing justice he needed to be informed.

- a. The Plaintiffs informed him multiple officers have obstructed justice when they went in to file and were turned away and threatened.
- b. The Plaintiffs told him of the Defendant Robert Martin's threats to which he acknowledged are a crime they should prosecute for definitive abuse of power if he is a Federal US Marshal.
- c. Defendant Chief O'Connor goes on to acknowledge, once names are given, personally knowing Robert Martin, but not Richard Anderson.
- d. Then Defendant O'Connor tried to talk the Plaintiffs out of filing or pursuing charges telling the Plaintiffs they could work it out so the criminal charges

will get dropped then the Children Social Services should also follow and be dismissed etc.

- e. All of these exchanges on Facebook Messenger will be presented in discovery along with all text message exchanges.
- f. The Plaintiff s reiterated that they wanted charges filed on his officers already because they have in fact obstructed justice and the Plaintiffs wanted to protect their family. Defendant Chief O'Connor told Plaintiffs he will be on vacation another few weeks. His return was after Shay's murder/deprived indifference/denial of medical services deliberately and callously to inflict harm.
- g. The Plaintiffs were left intimidated and they wanted to be done with DCP&P being used as a weapon against them and put behind them finally so they as a family could move on and heal.

170. The Plaintiffs got money returned from a lawyer at the time involved, who will be another witness in this matter. This money being used to rent the U-Haul trailer so they could return to the Lyndhurst residence on the 15th to finish packing and getting everything ready to go into the trailer the next day upon receipt of cashing the check and picking up the trailer.

171. If not for the threats, duress and financial constraints this put on the Plaintiffs between hotels, lawyers, moving multiple households, and the instability then the Plaintiffs would have hired movers as they have for the past 3 years, which can be verified via sworn testimonies, receipts and statements.



172. On August 16, 2016, the Plaintiffs woke up after having packed the night before having sex, making love for their last time ever lasting 45 minutes, neither of the Plaintiffs experiencing any health or breathing issues. The Plaintiffs went to cash the check for \$200 then went to U-Haul to retrieve the trailer and met with Shay's brother, Jamie at a storage unit. They emptied the unit and then went to the house to load up everything, which took about 4-5 hours. The Plaintiffs certain things in order to take a few pieces of furniture apart so Shay's brother left until they may need him to come back which they never had him return that night.

173. The Plaintiffs left to get drinks and out of the house for fresh air, it was an extremely hot day causing the urine & feces smell to be increasingly stifling in the air everywhere to the degree that the police officer who responded when called upon their returning to the house, by the Plaintiffs, due to the upstairs tenant photographing and going through the Plaintiffs' possessions, made a reference to the odor and asked if that's why they were moving.

174. The Plaintiffs called again because of the tenant starting an issue over the trailer & truck as the Plaintiffs were finishing loading it at around 11 after they returned with food after they returned furniture to Ikea.

175. Plaintiff Shayling Kenworthy told the responding officers about the false charges by the Lyndhurst police department they further discussed what was told to the officers that day. Defendant Robert Martin's threats upon the Plaintiffs and no one filing charges on him allowing the Plaintiffs to remain in harm's way, another example of obstruction of justice. The responding officer spoke about how their body cameras work, the Plaintiff Shayling Kenworthy said good you will all see

what we have been saying exactly this since the beginning so it will prove the Plaintiffs to be innocent and Defendant Robert Martin guilty with his threats still unanswered yet to be arrested and protected she wants to be done and free from New Jersey.

176. All of these interactions on August 16th with the police and Defendant Jamie Romano were recorded.

177. Two hours later at 1:51 am on August 17, Plaintiff Shayling Kenworthy was having a severe acute asthma attack to which the Plaintiffs called 911 and requested, specifically an ambulance and an EpiPen. They heard the siren and watched the Lyndhurst Township ambulance and Lyndhurst police car pull up all the while both of the Plaintiffs can be heard on the 911 call talking back and forth and answering the door to the police together and letting 911 off the call.

178. The Lyndhurst Police Officers' reports state that the Plaintiff Shayling Kenworthy was down and non-responsive when the officers arrived is an outright lie, fabrication of events and evidence to conceal facts of her death because of their role and actions in a most heinous and depraved matter. Denying her services, the responding officers held the ambulance squad outside for over 12 minutes as the Plaintiff Shayling Kenworthy was legally brain dead and at that point unable to be recessed.

179. This fact is illustrated by the 911 report, conflicting evidence and their body cameras, which were on their person for the entire incident when they threatened Plaintiff Lee Kenworthy to not render CPR, even though he is a certified eagle scout trained aid.

180. The responding officers continued to hold the Plaintiff Lee Kenworthy under threats of death for 8 more minutes while he was being told by the officers to accept this is happening Shay is dying, there is no help just accept this, stand down, etc. as they exaggerated commands, that the Plaintiff's body language, position and posturing as well as begging for them to save Shayling's life did not support the police's reports that Plaintiff Lee Kenworthy defied disproved their intent/trying to escalate both commands and motions towards the Plaintiff Lee Kenworthy to which he always stayed on his knees with his hands in the air repeating, "please don't, please save her, please," not giving rise or explanation to them shooting the Plaintiff as was being illustrated by their actions and the one officer directly across from the open bedroom door repeatedly trying to get into the doorway and behind the Plaintiff with his hand on his gun exaggerating his commands, too, on multiple occasions. The Plaintiff put his hands and face on the floor begging again, "please save my wife, don't shoot me."

181. During the 8 minutes about halfway through the officer by the window administered the Narcan into her system through her nostrils while Plaintiff Shayling Kenworthy was down from an asthma attack, Plaintiff Lee Kenworthy repeatedly told them, as did Shay before she collapsed. Their lack of knowledge in Narcan and the detrimental effects it has to asthmatics or their awareness thereof both give rise to negligence and intent to not properly treat accordingly and in line with symptoms reported and presenting.

182. The ambulance crew was let in 13-14 minutes after arrival and approximately 12 minutes after Shayling was down and denied of life saving procedures. The

ambulance crew called time of death, stating that Shay was gone there's nothing they can do it is too late the one officer, closest to the window the one who pulled Shay away while Plaintiff Lee Kenworthy was giving her CPR, leaned into one of the ambulance responders stating don't call it here do whatever you can pronounce her death at the hospital, the other officers and the Plaintiff went into the living room where they called Shay's father.

183. When the Plaintiff Lee Kenworthy called Jose Sang and told him, "Shay died Jose I'm sorry they didn't give me a choice, Shay just died I'm so sorry," and the officer got on the phone and told Jose as well that he was so sorry your daughter just died, Shay is gone.

184. Jose Sang has put this statement on record in video format and will testify to this statement and all statements here in pertaining to his awareness, involvement and knowledge to occurrences surrounding Shayling's untimely wrongful death/manslaughter. Jose Sang during his video statement also asks for the full release of the body camera footage from the Defendant Lyndhurst Police as he knows the officers are lying about the events of Shay's manslaughter.

185. The officer in the living room and Plaintiff Lee Kenworthy removed the door for them to get Shay's lifeless body out. The Lyndhurst Police officers refused to let the Plaintiff Lee Kenworthy go in the ambulance with his wife, as she was already gone.

186. The officers and then Detective Pizzutti who arrived on scene all continued questioning the Plaintiff about where his wife's phone was and that they needed to find her phone. Her phone had all of the recordings pertaining to this matter and

there was no reason that the Lyndhurst Police Officers needed Defendant Mrs. Kenworthy's phone.

187. The Plaintiffs' mother and stepfather arrived on scene and the Plaintiff Lee Kenworthy was able to leave and head to the hospital to see his deceased/murdered wife.

188. The Plaintiff made several calls over the next few days to Detective Pizzutti who acknowledges receipt of Robert Martin's threat definitely without any reproach did he obstruct justice and threaten Lee Kenworthy with a nonexistent crime for the recording. (Recording included in complaint, Transcripts in preparation will be in before February 15)

189. Detective Pizzutti acknowledges Shayling Kenworthy dying on his officer's body cameras, which are logged in, then tries to deny having them. These statements illustrate loud and clear the need to suppress video evidence of their wrongdoings, denying her medical services, which primarily resulted in Shayling's death, while holding Plaintiff Lee Kenworthy under threats of death and bodily harm. (There is a recording of this incident.)

190. Plaintiff Lee Kenworthy illustrates and asks why the Defendant Robert Martin was not arrested like he had asked him and the Plaintiffs had both asked their precinct for the past 5 weeks and their proper involvement would have saved his wife's life, to which Defendant Detective Pizzutti responded by hanging up the phone on Plaintiff Lee Kenworthy. (Recording included.)

191. The Plaintiff Shayling Kenworthy was diagnosed with asthma for years. Her asthma was under control and she would occasionally use an inhaler. Most of the time it was for allergies.
192. Prior to the Plaintiff Shayling Kenworthy's death, she had not experienced any flare-ups as severe as an asthma attack.
193. At all times herein mentioned, Adapt as the manufacturers of Narcon advertised, promoted, supplied, and sold to distributors and retailers for resale to physicians, hospitals, medical practitioners, and the general public a certain pharmaceutical product.
194. Plaintiff Shayling Kenworthy's injuries were preventable and resulted directly from Defendants' failure and refusal to conduct proper safety studies, failure to properly assess and publicize alarming safety signals, suppression of information revealing serious and life-threatening risks, willful and wanton failure to provide adequate instructions, and willful misrepresentations concerning the nature and safety of Narcon. This conduct and the product defects complained of were substantial factors in bringing about and exacerbating the Plaintiff's injuries.
195. On information and belief, Adapt withheld material information from the FDA and misrepresented material information regarding the risks and benefits of Narcan in its communications with the FDA. These omissions and misrepresentations included failing to report instances of allergic reaction to Narcan that was detrimental to the health of those with asthma to the FDA, failure to properly categorize adverse events in clinical trials, post-marketing trials, and obtained



through its adverse event reporting system, and withholding of relevant information from pre-clinical and clinical trials.

196. At all times mentioned herein, Defendant Adapt Pharma knew, or in the exercise of reasonable care should have known, that Narcan was such a nature that it was not properly designed, manufactured, tested, inspected, packaged, labeled, distributed, marketed, examined, sold, supplied, prepared, and/or provided with proper warnings, was not suitable for the purpose it was intended and was unreasonably likely to injure the product's users.
197. Defendant Adapt Pharma had a duty to warn other medical providers and product users about the risks of Narcan's use, including the risk of possible death for those with asthma and resulting complications.
198. Plaintiff's injuries were a reasonably foreseeable consequence of Defendant Adapt Pharma's conduct and Narcan's defects, and were not reasonably foreseeable to Plaintiff.
199. As a foreseeable, direct, and proximate consequence of Defendant Adapt Pharma's actions, omissions, and misrepresentations, Plaintiff suffered injuries that aided in the death of the Plaintiff Shayling Kenworthy.
200. As a result of the Plaintiff Shayling Kenworthy death, she leaves to mourn her husband, Plaintiff Lee Kenworthy, two children, Siabella Kenworthy, and Mikailan Kenworthy and host of other relatives and friends.
201. The Plaintiff Lee Kenworthy will forever have it engraved in his mind the cold, callous treatment that his beloved wife endured at the hands of the Defendant

Landlords, Defendant Lyndhurst Police Department and Defendant Lyndhurst Ambulance Services.

202. The Plaintiff Lee Kenworthy experienced first hand the detrimental impact of Narcan on his wife, which ultimately aided in her wrongful death.

203. Presently, the Plaintiff Lee Kenworthy will now have to raise their two children, without a mother and he has suffered the greatest loss of losing his wife, best friend, companion and lover, eternal.

## **CLAIMS FOR RELIEF**

### **FIRST CAUSE OF ACTION**

#### **(42 USC § 1983)**

204. The preceding paragraphs are here incorporated by reference.

205. Defendants have deprived Plaintiffs of their civil, constitutional and statutory rights under color of law and have conspired to deprive them of such rights and are liable to Plaintiffs under 42 USC § 1983.

206. The Defendant Landlords conspired to deprive Plaintiffs of their constitutionally protected rights to free speech and freedom of association, which is a violation of their First Amendment rights, when they threatened the removal of their children from their home if they did not comply to their demands and maintain residency within the home. They acted in a concerted and coordinated fashion, with each and all of the Defendant Landlords taking their turn making these threats.

207. Defendants' conduct also deprived Plaintiffs of their right to due process of law, pursuant to the Fourteenth Amendment of the United States Constitution.

208. The Defendants conspired to deprive the Plaintiff of their Constitutional Rights of due process as promulgated by the Fifth Amendment when they refused to take a police report and perform a thorough investigation. The Defendant informed the Plaintiffs to just let it go, because if they did not bad things would happen to them. In fact, the Plaintiff was subjected to bad things, which the intention of the Defendants.

209. The Defendants conspired to deprive the Plaintiff of their Eighth Amendment rights, protection against Cruel and Unusual Punishments, when their action and/or inaction chose to cause the Plaintiff to endure a profoundly unhealthy and unstable conditions in their home, and repeatedly refused to repair, such that it caused the Wrongful Death of Plaintiff Shayling Kenworthy.

210. The Defendants conspired to deprive the Plaintiffs of their Constitutionally Protected Right to Equal Protection of the Laws pursuant to the Fourteenth Amendment when they intentionally treated the Plaintiffs differently than similarly situated crime victims.

211. The Defendant Lyndhurst Police intentionally and knowingly treated the Plaintiff's in a different manner than other crime victims.

212. Finally, the Lyndhurst Police's behavior was crucial in causing the death of Plaintiff Shayling Kenworthy, when they intentionally denied access to Plaintiff Shayling Kenworthy's person by the Lyndhurst Ambulance Service while she might still have been helped.

213. This coordinated series of actions, committed over the course of several months, is inferential evidence of the Conspiratorial Agreement against the Plaintiffs.

214. The Plaintiffs have been damaged as a result of defendants' wrongful acts.

## **SECOND CAUSE OF ACTION**

### **CONSPIRACY**

215. The above paragraphs are here incorporated by reference.

216. Defendants agreed to violate the Plaintiffs' rights in the manner described above.

217. Further defendants made an agreement to attempt to cover up the criminal activity of another public service member by failing to file a police report or bring charges against him.

218. Defendants acted in furtherance of this agreement by not attempting to bring charges against one of the Defendants in which they knew had committed a crime, but instead chose to conspire together, acting in unison against the Plaintiffs.

219. The Defendant Police Chief O'Connor was aware of the criminal activity occurring as evidence by the chat in the Facebook, but he has still not done anything about it.

220. Plaintiff was injured as a result of defendants' conspiracy.

### **THIRD CAUSE OF ACTION**

#### **NEGLIGENT HIRING AND RETENTION**

221. The above paragraphs are here incorporated by reference.

222. Defendant Lyndhurst Police Department owed a duty of care to Plaintiff to prevent the loss of liberty and mental abuse sustained by Plaintiff.

223. Defendant Lyndhurst Police Department owed a duty of care to Plaintiff because under the same or similar circumstances a reasonable, prudent and careful person should have anticipated an injury to the Plaintiff or those in a position similar to the Plaintiff as a result of this conduct.

224. Upon information and belief, Defendant officers were incompetent and unfit for their positions.

225. Upon information and belief, Defendant Lyndhurst Police Department knew or should have known through exercise of reasonable diligence that the Defendant Officers were potentially dangerous and had previously failed to file valid police reports in order to cover up criminal acts of other police officers that worked within their departments.

226. Defendant Lyndhurst Police Department and Lyndhurst Township's negligence in hiring and retaining the Defendant officers proximately caused plaintiff's injuries.

227. Because of the Defendant Lyndhurst Police Department and Lyndhurst Township's negligent hiring and retention of defendant officers, the Plaintiff has incurred damages described above.

#### **FOURTH CAUSE OF ACTION**

##### **DELIBERATE INDIFFERENCE TO DECEDENT 'S MEDICAL NEEDS**

228. The above paragraphs are here incorporated by reference.

229. Decedent was entitled to receive necessary medical attention while in the care of Lyndhurst Police Department. In doing the acts complained of, Defendants, and each of them acted under color of state law to deprive the decedent of urgently needed medical care in violation of her rights, under the Due Process Clause of the Fourteenth Amendment.



230.The Defendant had a duty to provide the necessary medical care, which includes a timely response to the 911 call and having an emergency responder to respond.

231.The Defendants intentionally held up and delayed the ambulance squad upon the Plaintiffs making the 911 call in order to save the life of the decedent.

232.The Defendants showed a deliberate indifference to the necessary medical care that was needed for the decedent.

233.The Defendants administered a Narcan dose to the Plaintiff, which was unnecessary to administer in the fact that Plaintiff Shayling Kenworthy was having an asthma attack and not overdosing. The Narcan dose aided in her untimely death.

234.As a proximate result of defendants' conduct, Plaintiff suffered herein and is entitled to damages.

**FIFTH CAUSE OF ACTION**

**WRONGFUL DEATH**

**(42. U.S.C. §1983)**

235.The above paragraphs are here incorporated by reference.

236.Defendants acted under color of law by failing to provide the decedent with the proper medical care and without lawful justification and subjecting decedent to an early death thereby depriving Plaintiff and the decedent of certain constitutionally protected rights, including, but not limited to:

- a. The right not to be deprived of life or liberty without due process of law, as guaranteed by Fourteenth Amendments to the United States Constitution;

237. The Defendants Lyndhurst Police Department and Lyndhurst Ambulance Services provided negligent care which caused the death of the Plaintiff Shayling Kenworthy.

238. The Defendants Lyndhurst Police Department and Lyndhurst Ambulance Services had a duty of care to the Plaintiff Shayling Kenworthy, which was to provide the necessary medical care in a timely and urgent manner.

239. The Defendants Lyndhurst Police Department and Lyndhurst Ambulance Services breach this duty of care by delaying their response time and administering Narcan, which further aided in the death of the Plaintiff Shayling Kenworthy.

240. All of the acts of the Defendants Lyndhurst Police Department and Lyndhurst Ambulance Services by delaying the response time and failing to provide the necessary care also aided in Shayling Kenworthy's wrongful death

241. The Defendants Lyndhurst Police Department and Lyndhurst Ambulance Services are liable in damages to the Plaintiff and Estate of Shayling Kenworthy.

242. WHEREFORE, Plaintiff prays for relief as hereinafter set forth.

**SIXTH CAUSE OF ACTION**

**SURVIVAL ACTION; VIOLATION OF DECEDENT'S CIVIL RIGHTS**

**(42 U.S.C. § 1983)**

243. The above paragraphs are here incorporated by reference.

244. Shayling Kenworthy was forced to endure great conscious pain and suffering because of the Defendants conduct before her death.

245. Shayling Kenworthy did not file a legal action before her death.

246. Plaintiff Lee Kenworthy, as personal representative of the ESTATE SHAYLING KENWORTHY claims damages for the conscious pain and suffering incurred by Shayling Kenworthy, as provided for under 42 U.S.C. §1983.

247. WHEREFORE, Plaintiff prays for relief as hereinafter set forth

**SEVENTH CAUSE OF ACTION**

**RICO - 18 U.S.C. §§ 1961-1968**

248. The above paragraphs are here incorporated by reference.

249. The Defendants engaged in criminal acts in violation of RICO for 18 U.S.C. §§ 1961-1968.

250. The Defendant Landlords used their telephones to communicate with each other and with Plaintiffs, and this then constitutes Wire Fraud, since the objective of all their communications was to unjustly take money from the Plaintiffs.

251. Further, the Defendant Landlords engaged in an extensive pattern-and-practice of Extortion of the Plaintiff, threatening the Plaintiffs that they would have their children removed from their care and custody, that they would have them arrested and prosecuted, unless the Plaintiffs paid them money and complied to their demands. This pattern of activity thus constitutes Theft by Extortion, within the meaning of that term under the New Jersey Criminal Code.

252. Finally, on RICO liability, when the Police Defendants prevented the Lyndhurst Ambulance Service to attend to Plaintiff Shayling Kenworthy, they caused a

foreseeable risk to her, particularly given how difficult her breathing had become, such that her death is properly characterized as a manslaughter, which is included in the list of qualifying crimes under 18 USC § 1962.

253. Defendant Landlords and Defendants Lyndhurst Police Department are thus liable to Plaintiffs under 18 USC § 1964, as they have all acted as an ongoing Racketeering Enterprise and have committed at least two (2) of the crimes specified by 18 USC § 1962.

254. The Plaintiffs were indeed intimidated by the threats of the Defendant Landlord and Defendant Lyndhurst Police Department.

255. The Defendant Landlords conspired with the Defendant Lyndhurst Police Department to further deny the Plaintiffs every manner or form of Due Process.

256. The Plaintiff is entitled to damages.

### **EIGHTH CAUSE OF ACTION**

### **NEGLIGENCE OF ADAPT PHARMA**

257. The above paragraphs are here incorporated by reference

258. At all times relevant, Defendant Adapt Pharma had a duty to use reasonable care to properly manufacture, design, formulate, compound, test, produce, process, assemble, inspect, research distribute, market, label, package, distribute, prepare for use, sell, prescribe and adequately warn of the risks and dangers of Narcan.

259. At all times material hereto, Defendant Adapt Pharma had actual knowledge, or in the alternative, should have known through the exercise of reasonable and prudent care, of the hazards and dangers of Narcan to cause or increase the harm to asthma patients and the life threatening complications of those conditions.

260. Defendant Adapt Pharma had a duty to exercise due care and avoid unreasonable risk of harm to others when developing and selling Narcan.

261. Defendant Adapt Pharma had a duty to disclose to physicians, healthcare providers, patients and other product user who administered the drug, the casual relationship or association of Narcan to asthmatics and the life threatening complications of those conditions.

262. Defendant Adapt Pharma had a duty to accurately communicate the risks and benefits of Narcan to physicians, healthcare providers, and patients along with other potential users.

263. Defendant Adapt Pharma knew or should have known that some patients would develop serious injuries that were not adequately warned about, including patients with asthma and these injuries were foreseeable.

264. The Defendant Lyndhurst Police did not know the nature and extent of the injuries that could result from Narcan and were misinformed about the benefits of Narcan and could not have discovered the information independently.

265. At all times herein mentioned, Defendant Adapt Pharma breached their duty of care by failing to exercise reasonable and ordinary care and negligently and carelessly manufacturing, designing, formulating, distributing, compounding, producing, processing, assembling, inspecting, distributing, marketing, labeling, packaging,

training and preparing for use, and selling Narcan, and failing to adequately test and warn of the risks and dangers of Narcan.

266. Despite the fact that Defendant Adapt Pharma knew of, should have known that Narcan caused unreasonable, dangerous side effects, Defendant Adapt Pharma continued to market Narcan to consumers including Defendant Lyndhurst Police when there are safer alternative and methods available.

267. Defendant Adapt Pharma's negligence was a foreseeable and proximate cause of the Plaintiff's injuries, harm and economic loss which Plaintiff suffered, and her estate will continue to suffer, as described and prayed for herein.

#### **NINTH CAUSE OF ACTION**

#### **GROSS NEGLIGENCE**

268. The above paragraphs are here incorporated by reference.

269. Defendant Adapt Pharma had a duty to provide adequate warnings and accurately describe the risks and benefits of taking Narcan.

270. Defendant Adapt Pharma breached that duty.

271. The wrongs done by Defendant Adapt Pharma was aggravated by malice, fraud, and grossly negligent disregard for the rights of others, the public, and the Plaintiff in that Defendants' conduct was specifically intended to cause substantial injury to Plaintiff Shayling Kenworthy.



272. When viewed objectively from Defendant Adapt Pharma's standpoint at the time of the conduct, considering the probability and magnitude of the potential harm to others, Defendants' conduct involved an extreme degree of risk.
273. Defendant Adapt Pharma was actually subjectively aware of the risk involved, but nevertheless proceeded with complete indifference to or a conscious and deliberate disregard for the rights, safety, or welfare of others. Moreover, Defendant Adapt Pharma made material representations that were false, with actual knowledge of or reckless disregard for their falsity, with the intent that the representations acted on by Defendant Lyndhurst Police.
274. The acts and omissions of Defendant Adapt Pharma, whether taken singularly or in combination with others constitutes gross negligence that proximately caused the injuries to Plaintiff Shayling Kenworthy.
275. Defendant Adapt Pharma intentionally and fraudulently misrepresented facts and information to both the medical community and the general public, including Defendant Lyndhurst Police, by making intentionally false and fraudulent misrepresentations about the safety of Narcan.
276. Defendant Adapt Pharma intentionally concealed the true facts and information regarding the serious risks of harm associated with the ingestion of Narcan, and intentionally downplayed the type, nature, and extent of the adverse side effects of ingesting Narcan, despite their knowledge and awareness of these serious side effects and risks.
277. Defendant Adapt Pharma had knowledge of and were in possession of evidence demonstrating that Narcan caused serious side effects. Notwithstanding

Defendant Adapt Pharma's knowledge, Defendant Adapt Pharma continued to market the drug by providing false and misleading information with regard to the product's safety to regulatory agencies, the medical community, and consumers of Narcan.

278. Although Defendant Adapt Pharma knew or recklessly disregarded the fact that Narcan causes debilitating and potentially lethal side effects, Defendant Adapt Pharma continued to market, promote, and distribute Narcan to consumers, including Defendant Lyndhurst Police whom administered a dose to the Plaintiff Shayling Kenworthy, without disclosing these side effects when there were safer alternative methods for treating an asthma attack.

279. Defendant Lyndhurst Police and Plaintiff Shayling Kenworthy reasonably relied on Defendant Adapt Pharma's representations and suffered injuries as a proximate result of that reliance.

280. Plaintiff Shayling Kenworthy's estate is entitled to an award of punitive and exemplary damages based upon Defendant Adapt Pharma's intentional, willful, knowing, fraudulent, and malicious acts, omissions, and conduct and Defendant Adapt Pharma's reckless disregard for the public safety and welfare of its consumers.

#### **TENTH CAUSE OF ACTION**

#### **INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS**

281. The above paragraphs are here incorporated by reference.

282. Defendants' above-described conduct was extreme, unreasonable and outrageous.
283. In engaging in the above-described conduct, defendants intentionally ignored or disregarded the foreseeable risk that decedent would suffer extreme emotional distress as a defendants' conduct.
284. During the course of the Defendant Landlords and Defendant Lyndhurst Police interaction with the Plaintiffs. Defendants intentionally and recklessly harassed and inflicted emotional injury on the Plaintiffs' by subjecting them to outrageous treatment beyond all bounds of decency. Defendants verbally, mentally and physically abused the Plaintiffs and treated them in a demeaning and inferior manner, which no reasonable person could be expected to endure.
285. It was severe emotional distress when the Plaintiff Lee Kenworthy had to beg the Defendants Lyndhurst Police Department to save his wife life and not shoot him as well.
286. The emotional distress was extreme and outrageous because the Plaintiff Lee Kenworthy was subjected to the police brutality of the Lyndhurst Police Department while he watch helpless as his wife lay dying based on their actions.
287. The Plaintiff Lee Kenworthy suffered severe emotional distress because he was forced to watch his wife die as a result of the Defendant Officer Philip Reina and Defendant Police Officer's negligence and Defendant Adapt Pharma lack of appropriate warnings to make consumers aware of detrimental side effects.

288. The emotional distress was extreme and outrageous because the Plaintiff Lee Kenworthy watched his wife, Shayling Kenworthy's life slip away to a state of unconsciousness.

289. As a direct and proximate result of these malicious and conscious wrongful actions, the Plaintiff Lee Kenworthy and Estate of Shayling Kenworthy has sustained severe emotional distress, resulting in bodily injury, and damages, including punitive damages, to be determined at trial.

**DEMAND FOR RELIEF**

**WHEREFORE**, the Plaintiffs respectfully requests this Court to:

- (a) Declare Plaintiff Shayling Kenworthy's Death to be a Wrongful Death;
- (b) Enjoin permanently each and all of the Defendants, and their partners, agents, assistants, successors, employees and persons acting in concert or cooperation with them from further violating the rights, privileges and immunities guaranteed to the Plaintiffs under the Constitution of the United States of America;
- (c) Grant compensatory damages to the Plaintiff in the amount of \$ \_\_\_\_\_ ;
- (d) Grant treble damages, as provided for by 18 USC § 1964;
- (d) Grant exemplary damages to the Plaintiff in the amount of:

\$ \_\_\_\_\_ ; and

- (e) Grant punitive damages to the Plaintiff in the amount of  
\$ \_\_\_\_\_ ; and
- (f) Grant Plaintiff his costs of this Civil Action, including reasonable  
Attorney's Fees, pursuant to 42 USC 1988.

Dated: January 10, 2019 ,  
\_\_\_\_\_ New Jersey

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Lee Kenworthy, PLAINTIFF

127 Walton Street  
Englewood, NJ 07631-4918  
(347) 549-0020.

**VERIFICATION OF COMPLAINT**  
**FOR DEPRIVATION OF RIGHTS UNDER COLOR OF STATE AUTHORITY & CONSPIRACY**  
**TO DEPRIVE ANOTHER OF RIGHTS PROTECTED BY THE CONSTITUTION OF THE**  
**UNITED STATES**

I, Lee Kenworthy, am the Plaintiff in the within Civil Action. I have read the foregoing Complaint, and I know the contents thereof. The contents are true to my own knowledge, except as to the matters stated to be alleged upon information and belief and, as to those matters, I sincerely believe them to be true.

Dated: 1-18-2019.



Lee Kenworthy, PLAINTIFF & AFFIANT

Subscribed and Sworn to  
Before Me on This Day:

January 18, 2019



NOTARY PUBLIC

**VICTOR M. GUZMAN**  
**Notary Public, State of New Jersey**  
**#50060497**  
**Qualified in Bergen County**  
**Commission Expires May 11, 2022**