

IN THE MATTER OF :  
KEITH A. McKENNA, :  
AN ATTORNEY AT LAW :  
(Attorney No. 032811989) :

O R D E R

FILED

JUN 27 2002

*Stephen J. ...*  
CLERK

This matter having been duly presented to the Court pursuant to Rule 1:20-10-(b) following a motion for discipline by consent of KEITH A. McKENNA of MORRISTOWN, who was admitted to the bar of this State in 1989;

And respondent having signed an affidavit of consent in which he acknowledged that his conduct violated RPC 1.2(a) (failure to abide by a client's decision) and RPC 1.3 (failure to act with reasonable diligence and promptness in representation of client);

And the parties having agreed that respondent's unethical conduct warrants a reprimand;

And the Disciplinary Review Board having reviewed the record pursuant to Rule 1:20-20(b) (3) to determine the appropriate measure of discipline for respondent's misconduct;

And the Disciplinary Review Board having determined that a reprimand is the appropriate discipline for respondent's ethics infractions and having granted the motion for discipline by consent;

And the Disciplinary Review Board having submitted the record of the proceedings to the Clerk of the Supreme Court for the entry of an order of discipline in accordance with Rule 1:20-16(e);

And good cause appearing;

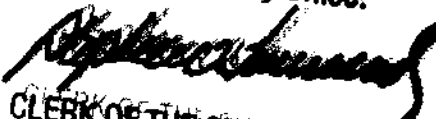
It is ORDERED that **KEITH A. McKENNA** is hereby reprimanded; and it is further

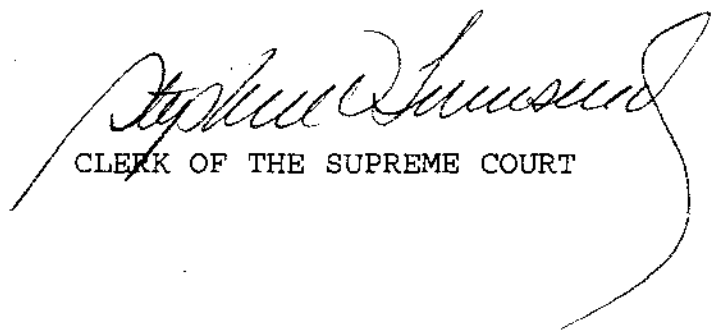
ORDERED that the entire record of this matter be made a permanent part of respondent's file as an attorney at law of this State; and it is further

ORDERED that respondent reimburse the Disciplinary Oversight Committee for appropriate administrative costs incurred in the prosecution of this matter.

WITNESS, the Honorable Deborah T. Poritz, Chief Justice, at Trenton, this 27th day of June, 2002.

The foregoing is a true copy of the original on file in my office.

  
CLERK OF THE SUPREME COURT  
OF NEW JERSEY

  
CLERK OF THE SUPREME COURT

**GIBBONS, DEL DEO, DOLAN,  
GRIFFINGER & VECCHIONE**  
A Professional Corporation  
One Riverfront Plaza  
Newark, New Jersey 07102-5497  
(973) 596-4500  
Denelle J. Waynick  
Attorney Member/Presenter

OFFICE OF ATTORNEY ETHICS  
and  
DISTRICT VA ETHICS COMMITTEE

Grievants,

v.

KEITH MCKENNA

Respondent.

**SUPREME COURT OF NEW JERSEY**  
District VA Ethics Committee  
Docket No. VA-01-003E

**NOTICE OF MOTION FOR  
DISCIPLINE BY CONSENT**

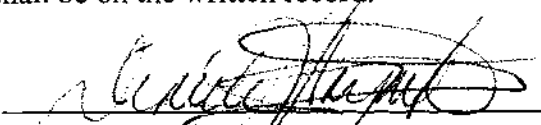
TO: Disciplinary Review Board  
Richard J. Hughes Justice Complex  
CN 962  
Trenton, New Jersey 08625

James B. Ventantonio, Esq.  
Ventantonio & Wildenhaim  
95 Mount Bethel Road  
Warren, New Jersey 07059

**PLEASE TAKE NOTICE** that, pursuant to R. 1:20-10(b), the undersigned petitions the Disciplinary Review Board for imposition of discipline by consent.

**TAKE FURTHER NOTICE** that, at the time and place selected by the Board, application will be made to impose on you a reprimand.

**TAKE FURTHER NOTICE** that, pursuant to R. 1:20-10(b), no oral arguments will be held, and the Board's determination shall be on the written record.

  
\_\_\_\_\_  
Attorney Member/Presenter  
District of New Jersey Ethics Committee

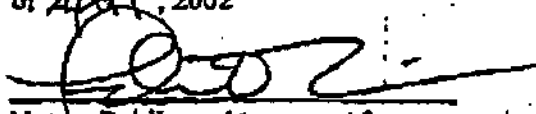
Dated: *April 22, 2002*



9. I understand that this document will become a public record.

  
\_\_\_\_\_  
KEITH MCKENNA

Sworn to and subscribed  
before me this <sup>22</sup> day  
of April, 2002

  
\_\_\_\_\_

Notary Public or Attorney-at-Law  
State of New Jersey

Joshua Navin, Esq.

**GIBBONS, DEL DEO, DOLAN,  
GRIFFINGER & VECCHIONE**

A Professional Corporation  
One Riverfront Plaza  
Newark, New Jersey 07102-5497  
(973) 596-4500  
Denelle J. Waynick  
Attorney Member/Presenter

OFFICE OF ATTORNEY ETHICS  
and  
DISTRICT VA ETHICS COMMITTEE

Grievants,

v.

KEITH MCKENNA

Respondent.

**SUPREME COURT OF NEW JERSEY**  
District VA Ethics Committee  
Docket No. VA-01-003E

**STIPULATION OF  
DISCIPLINE BY CONSENT**  
R. 1:20-10(b)

**THIS STIPULATION** is made and entered into between Keith McKenna (“Respondent”), James B. Ventantonio, Esq. (“Respondent’s Counsel”) and Denelle J. Waynick, Esq. (“Presenter”).

Respondent is an attorney, admitted to practice law in the State of New Jersey in 1989 and in the State of New York in 1990. Respondent’s New Jersey law office is located at 55 Madison Avenue, Suite 400, Morristown, New Jersey.

**A. MISCONDUCT COMMITTED**

1. In 1999, Respondent commenced representation of Diane Raia (“Raia”) in her claim for wrongful termination from employment, her claim for back wages, a claim for breach of contract and a claim for failure to reimburse her for credit card debt incurred in the course of business.

2. On April 5, 1999, Respondent received notice from American Express of its intent to file a complaint against Respondent seeking recovery of the credit card debt incurred by Raia in the course of business.

3. In April, 1999, Respondent contacted counsel ("Aab") for Raia's former employer to commence settlement discussions.

4. On April 22, 1999, Respondent wrote to Aab demanding payment for the American Express claim.

5. On May 4, 1999, Respondent received notice from American Express of its intent to delay filing the complaint until May 4, 1999.

6. On July 8, 1999, American Express served a summons and complaint on Respondent and returned an Acknowledgment of Service.

7. Respondent did not file an answer to the complaint.

8. Settlement negotiations ensued between Respondent and Raia's employer throughout April, May and June, 1999. In June, Respondent, filed suit against Raia's employer.

9. In October and November, 1999, settlement discussions continued.

10. On November 11, 1999, Respondent and Raia met to discuss settlement options, value of her various claims and strategies were contemplated.

11. On November 30, 1999, Respondent attended a meeting with Raia's employer during which time settlement was reached.

12. In December, 1999 and January, 2000, Raia communicated her position rejecting the settlement agreement and asserting that Respondent did not have authority to settle.

13. Notwithstanding her repeated objections, Respondent contacted the Hudson County Clerk's office advising the matter was settled.

14. Between February and June, 2000, several matters were filed and testimony taken in connection with the dispute.

15. On July 13, 2000, Judge Seymour Margulies (in addition to other actions taken) opined that Respondent had no authority to settle.

B. AGGRAVATING/MITIGATING CIRCUMSTANCES

1. None to be considered.

C. AGREED DISCIPLINARY SANCTION AND LEGAL PRECEDENT

1. Respondent agrees to discipline by consent in the form of a reprimand, as Respondent's actions constitute misconduct under *R. 1:20-3(i)(3)(A)*.


2. In support of the proposed discipline, *see* Matter of Resnick, 154 N.J. 6 (1998); *see* Sunberg, 156 N.J. 396 (1998); *see* Matter of Ellenport, 152 N.J. 156 (1998); *see* Matter of Baumol, 169 N.J. 471 (2001); *see* Matter of Bennett, 164 N.J. 340 (2000).

D. RESPONDENT'S REPRESENTATIONS

1. By entering into this stipulation, Respondent agrees that this disciplinary action will proceed directly to the Disciplinary Review Board (the "Board"), by way of motion for discipline by consent, for review on the written record in accordance with *R. 1:20-10(b)(3)*. The Board will accept no further documentation beyond the record submitted.

Respondent understands that, should the Board grant the motion for discipline by consent, it shall submit the written record to the Supreme Court for further action in accordance with *R. 1:20-16(e)*. Respondent further understands that, in the event the motion for discipline by consent is denied by the Board, the disciplinary proceeding shall proceed at the district ethics committee level as if no motion had been made. If the motion for discipline by consent is denied, the stipulation shall not be admitted into evidence in any proceeding.


E. SIGNATURE, RECOMMENDATION AND APPROVAL

  
Keith McKenna  
Respondent

4/22/02  
Date

  
James B. Ventantonio  
Respondent's Counsel

4/22/02  
Date

  
Denelle J. Waynick  
Recommended by Presenter

4/22/02  
Date

  
Joseph A. Gallo  
Approved by Chair, DEC

4/22/02  
Date

OFFICE OF ATTORNEY ETHICS



SUPREME COURT OF NEW JERSEY

DAVID E. JOHNSON, JR.  
Director

P.O. BOX 963  
TRENTON, NEW JERSEY 08625  
609-530-4008

OFFICE OF DIRECTOR

February 20, 2002

James B. Ventantonio, Esq.  
VENTANTONIO & WILDENHAIN  
95 Mount Bethel Road  
Warren, New Jersey 07059

Denelle J. Waynick, Esq, Presenter  
GIBBONS, DEL DEO, GRIFFINGER, et al.  
One Riverfront Plaza  
Newark, New Jersey 07102

Re: **Relaxation of Time for Discipline by Consent**  
**District VA Ethics Committee v. Keith A. McKenna, Esq.**  
**Docket No. VA-01-003E**

Dear Mr. Ventantonio and Ms. Waynick:

I am writing to advise you that, in the interest of justice and pursuant to R. 1:1-2, the time limit set forth in Rule 1:20-10(b)(1) for executing discipline by consent is extended to April 22, 2002.

The reason for this relaxation is that due to an oversight, the District VA (Essex-Newark) Ethics Committee failed to assign a presenter in this matter until February 20, 2002, more than two months after the complaint was filed. If the rule were to be strictly enforced, this respondent would be precluded from entering into discipline through no fault of his own. The rule is therefore being relaxed in the interest of justice under the particular facts of this case.

Very truly yours,

A handwritten signature in cursive script, appearing to read "David E. Johnson, Jr.", written in dark ink.

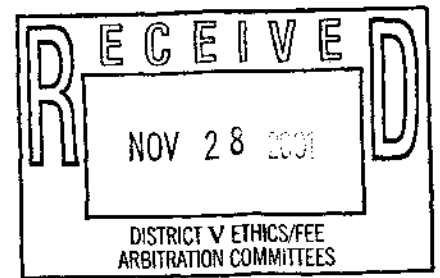
David E. Johnson, Jr.  
Director

DEJ/tb

James B. Ventantonio, Esq.  
Danielle J. Waynick, Esq., Presenter  
February 20, 2002  
Page 2

cc: Joseph A. Gallo, Esq., Chair  
**District VA Ethics Committee**  
Linda Pope Torres, Esq., Vice Chair  
**District VA Ethics Committee**  
Dora A. Bobbitt, Administrative Assistant  
**District VA Ethics Committee**  
Edward J. O'Donnell, Esq., Panel Chair  
**District VA Ethics Committee**  
Janet Brownlee Miller, Esq., Statewide Coordinator  
**Office of Attorney Ethics**  
Walton W. Kingsbery, III, Esq., District Liaison  
**Office of Attorney Ethics**

↓ Answer to DRB



**Office of Attorney Ethics  
Post Office Box 963  
Trenton, New Jersey 08625  
(609) 530-4008  
Walton W. Kingsbery, III  
Deputy Ethics Counsel**

**SUPREME COURT OF NEW JERSEY  
District VA Ethics Committee  
Docket No. VA-01-003E**

\_\_\_\_\_  
**DISTRICT VA ETHICS COMMITTEE,**  
**Complainant**  
  
v.  
  
**KEITH McKENNA,**  
**Respondent**  
\_\_\_\_\_

Disciplinary Action  
**COMPLAINT**  
**(Complex Misconduct)**  
*R.1:20-4(b)*

Complainant, District VA Ethics Committee, whose mailing address is c/o Essex County Bar Association, One Riverfront Plaza, Seventh Floor, Newark, New Jersey 07102-5497, by way of Complaint against respondent, says:

**GENERAL ALLEGATIONS**

1. Keith McKenna (hereinafter called "respondent") was admitted to the New Jersey Bar in 1989.

2. Respondent is a sole practitioner with an office located at 55 Madison Avenue, Suite 400, Morristown, New Jersey.

3. At the time of the events forming the basis of this complaint, respondent was a partner in the firm of Ambrosio, Kyreakakis, DiLorenzo, Moraff and McKenna with offices at 317 Belleville Avenue, Bloomfield, New Jersey.

**FIRST COUNT**  
*Failure to Abide by the Client's Instructions,*  
*Lack of Diligence*

1. Diana Raia (hereinafter called "grievant") retained respondent on or about January 4, 1999 to represent her in a claim against her former employer, Jerry Gordon and JMJ Connections Ltd. d/b/a JMJ Online and FutureComm 2000 Ltd., for termination from employment in violation of the New Jersey Law Against Discrimination, for back wages allegedly due to her under the New Jersey Wage and Hour Act, for breach of contract and for failure to reimburse her for an American Express credit card debt in the amount of \$40,000 she incurred in the course of business. **(Exhibit 1).**

2. On April 5, 1999, American Express counsel's office telefaxed to respondent a draft of a complaint it intended to file against grievant seeking to collect on its outstanding credit card debt. **(Exhibit 2).**

3. On or about May 4, 1999, respondent contacted counsel for American Express and obtained an agreement from counsel to withhold filing its complaint until May 17, 1999 in order to give respondent time to explore settlement options with grievant's former employer. **(Exhibit 3).**

4. In or about June 1999, American Express filed suit against grievant to collect on its credit card debt.

5. On July 8, 1999, counsel for American Express wrote to respondent enclosing a summons and complaint and asking respondent to execute and return an Acknowledgment of Service. **(Exhibit 4).**
6. Respondent accepted service on behalf of grievant. **(See Exhibit 4).**
7. Respondent did not file an Answer to the Complaint and performed no further work in the matter.
8. On June 7, 1999, respondent filed suit against JMJ on grievant's behalf, Diane Raia v. JMJ Connections LTD d/b/a JMJ On-Line FutureComm 2000 and Jerry Gordon, in the Superior Court of New Jersey, Law Division, Hudson County, Docket No. HUD-L-4303-99. **(Exhibit 5).**
9. On June 16, 1999, JMJ counsel wrote to respondent communicating a settlement offer. **(Exhibit 6).**
10. Grievant rejected that offer.
11. On or about August 19, 1999, JMJ's counsel filed an answer on behalf of the company and Gordon. **(Exhibit 7).**
12. On October 6, 1999, respondent met with JMJ counsel to discuss settlement.
13. JMJ offered to pay grievant \$60,000 and to pay grievant's American Express credit card debt if she would tender her shares of JMJ in return.
14. In preparation for further settlement negotiations, respondent and grievant met at respondent's office on November 11, 1999.
15. Grievant's friend, Thomas McCauley, accompanied her to the November 11, 1999 meeting with respondent.

16. The value of grievant's claim and the weaknesses in her case were discussed at the November 11, 1999 meeting.

17. Grievant did not give respondent authority to settle her case at the November 11, 1999 meeting.

18. On Tuesday, November 30, 1999, respondent attended a settlement meeting with JMJ's counsel and Gordon. **(Exhibit 8)**.

19. JMJ's counsel offered to settle the matter by paying \$150,000 over eighteen months or by making one lump sum payment of \$125,000 on or before March 31, 2000.

20. In return, counsel for JMJ required grievant to execute a Stipulation of Dismissal with Prejudice and a confidentiality agreement, he required grievant to return JMJ business records and to return her JMJ stock.

21. Respondent telephoned grievant at work during the November 30th meeting and discussed the settlement proposals with grievant.

22. Grievant advised respondent that she would not be rushed into settling and that she would need to see the written settlement agreement first and that she wanted to "sleep on it". **(See Exhibit 1)**.

23. Grievant did not give respondent authority to settle the case.

24. Respondent became upset with grievant for refusing the settlement offer and raised his voice in speaking with her.

25. Grievant then had her friend, McCauley, telephone respondent and reiterate to him that grievant did not accept the settlement offer.

26. On December 1, 1999, grievant telephoned respondent and left him a voicemail message repeating that she did not agree to the settlement offer.

27. On December 3, 1999, respondent telephoned grievant at work and informed her that her case was settled.

28. At that time, grievant replied that she had not accepted the settlement offer and had not given respondent authority to settle on her behalf.

29. Respondent became upset with grievant again and raised his voice in speaking with her.

30. On December 3, 1999, respondent wrote to the Hudson County Clerk's office advising that the matter had settled. **(Exhibit 9).**

31. On December 5, 1999, grievant wrote to respondent stating again that the settlement offer was unacceptable. **(Exhibit 10).**

32. On December 6, 1999, respondent wrote to grievant in which he maintained that grievant had agreed to certain terms at their meeting on November 11, 1999 and gave her consent to the settlement proposal by telephone on November 30th.

33. In his December 6th letter, respondent advised grievant that the settlement was binding.

34. On December 12, 1999, grievant wrote to respondent that he had not been authorized to settle her case on the terms and conditions set forth in his December 6th letter. **(Exhibit 11).**

35. In her letter, grievant reiterated that she rejected JMJ's settlement offer.

36. On December 20, 1999, respondent forwarded the Settlement and General Release to grievant and advised her "we are at an impasse on this matter". **(Exhibit 12).**

37. In his cover letter, respondent advised grievant to seek independent counsel.

38. In his letter, respondent further advised grievant that her claim against him for legal malpractice was separate and distinct from the claim in the underlying action.

39. In his letter, respondent also stated that he would take no further action as to the defense of the claim filed by American Express.

40. Finally, in his letter, respondent advised grievant that the firm was willing to "enter into a stipulation or agreement with [her] regarding [their] dispute to preserve such a dispute for a future resolution either through litigation or some other dispute resolution mechanism so as to not prejudice the execution of the settlement agreement". (See Exhibit 12).

41. Respondent stated that if grievant did not sign the settlement agreement, respondent's firm would join in the defendants' motion to enforce the settlement.

42. On or about December 22, 1999, grievant went to the Hudson County Courthouse to review her file.

43. On the same date, grievant wrote to "The Clerk, Superior Court, Law Division - Hudson County" stating that her case had not been settled and enclosing copies of her letters to respondent rejecting the purported settlement. (Exhibit 13).

44. On December 27, 1999, respondent wrote to grievant urging her to execute the Settlement Agreements. (Exhibit 14).

45. On January 3, 2000, respondent filed a Stipulation of Dismissal with prejudice. (Exhibit 15).

46. On January 6, 2000, respondent advised grievant that he had received the first installment of \$50,000 and executed copies of the Confessions of Judgment required under the terms of the settlement agreement. **(Exhibit 16).**

47. Respondent advised grievant to promptly perform her obligations under the settlement agreement, sign and return the Settlement Agreement and turn over the shares of JMJ stock to avoid further legal proceedings.

48. On January 16, 2000, grievant wrote to JMJ's counsel advising him that the matter had not been settled because she had not agreed to his settlement offer. **(Exhibit 17).**

49. On January 18, 2000, JMJ's counsel wrote to respondent advising that grievant had written to him indicating that there was no settlement. **(Exhibit 18).**

50. Respondent then advised JMJ's counsel that respondent was going to move to enforce the settlement and JMJ's counsel replied to respondent that they would file a cross motion to enforce the settlement.

51. On January 18, 2000, respondent wrote to grievant "for the final time" to solicit her voluntary execution of the settlement documents. **(Exhibit 19).**

52. On January 28, 2000, grievant replied to respondent terminating his services. **(Exhibit 20).**

53. On February 3, 2000, respondent filed a motion for instructions and to interplead the settlement funds returnable March 3, 2000. **(Exhibit 21).**

54. On or about February 9, 2000, grievant retained John L. Shahdanian II, Esquire to represent her in the matter.

55. Shadanian telefaxed a letter to respondent asking him to execute a Substitution of Attorney and to forward grievant's client file. **(Exhibit 22)**.

56. Respondent contacted Shahdanian that same day and refused to execute a Substitution of Attorney on the grounds that the case had been dismissed and there was no need for him to sign a Substitution of Attorney.

57. Respondent also refused to release grievant's file unless and til grievant recognized his lien for attorney fees, but he offered to make the file available for review.

58. On February 10, 2000, JMJ counsel filed a Cross-Motion to enforce the Settlement Agreement also returnable on March 3, 2000. **(Exhibit 23)**.

59. On March 9, 2000, grievant's attorneys moved to vacate the stipulation of dismissal returnable March 17, 2000. **(Exhibit 24)**.

60. All pending motions were heard on March 17, 2000.

61. Testimony was taken of grievant, respondent, Ambrosio and McCauley during six court appearances from April 14 through June 22, 2000.

62. On June 30, 2000, Hudson County Superior Court Judge Seymour Margulies issued a letter opinion finding that respondent had "no authority to settle and that there was no settlement contemplated by plaintiff or defendant except one in a signed writing" which grievant consistently refused to sign. **(Exhibit 25)**.

63. On July 13, 2000, Judge Margulies vacated the Stipulation of Dismissal and ordered the \$50,000 held in respondent's trust account be returned to JMJ. **(Exhibit 26)**.

64. In addition, any possessory lien for compensation by Respondent's firm was discharged and the motion to enforce settlement was denied. (See Exhibit 26).

65. In so doing, respondent committed the following violations of the *Rules of Professional Conduct*:

- a) *RPC 1.2(a)* - in that he did not abide by a client's decision whether to accept an offer of settlement of a matter; and
- b) *RPC 1.3* - in that he did not act with reasonable diligence and promptness in representing a client.

**WHEREFORE**, respondent should be disciplined.

**District VA Ethics Committee**

DATED:

By: \_\_\_\_\_  
Joseph A. Gallo, Esq., Chair

# VENTANTONIO & WILDENHAIN

Counsellors-At-Law

James B. Ventantonio\*  
Ernest D. Wildenhain\*\*  
Patricia E. Doran\*\*  
Thomas M. Crino\*  
Marlena L. Schulz\*

Of Counsel  
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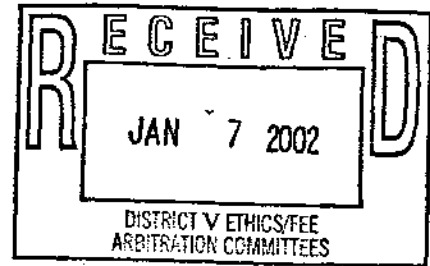
Please reply to New Jersey

Member NJ and NY Bar\*  
Member NJ Bar\*\*  
Member NJ and PA Bar\*  
Member NY Bar\*\*

January 4, 2002

## Via Overnight Mail

James A. Scarpone, Esq.  
Secretary  
District Ethics Committee  
District V-A  
One Riverfront Plaza  
Newark, NJ 07102-4313



Re: District V Ethics Committee vs. Keith A. McKenna  
District Docket No. V-A-01-03E

Dear Mr. Scarpone:

Enclosed please find an original and two (2) copies of respondent's Answer to the Complaint. By copy of this letter, I am also sending two (2) copies of the Answer to the Office of Attorney Ethics, and one copy to Linda Pope Torres, Esq., Secretary of the DEC.

If you have any questions or concerns, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "James B. Ventantonio".

James B. Ventantonio

cc: Office of Attorney Ethics (2 Copies)  
Linda Pope Torres, Esq. (1 Copy)  
Keith A. McKenna, Esq.

VENTANTONIO & WILDENHAIN  
95 Mount Bethel Road  
Warren, NJ 07059  
(908) 757-3900  
Attorneys for the Respondent, Keith A. McKenna, Esq.

DISTRICT V ETHICS COMMITTEE,  
Complainant,

vs.

KEITH A. McKENNA, ESQ.,  
Respondent.

SUPREME COURT OF NEW JERSEY  
ESSEX COUNTY  
DISTRICT V-A

District Docket No. V-A-01-03E

Civil Action

**VERIFIED ANSWER TO COMPLAINT**

### **GENERAL ALLEGATIONS**

1. Respondent admits the allegations set forth in this paragraph.
2. Respondent denies the allegations set forth in this paragraph. Respondent is currently a partner in the firm Mulcahy & McKenna located at 55 Madison Avenue, Suite 400, Morristown, NJ.
3. Respondent admits the allegations set forth in this paragraph.

#### FIRST COUNT

*Failure to abide by the Client's Instructions,  
Lack of Diligence*

1. Respondent admits that grievant retained respondent on or about January 4, 1999 to represent grievant in a claim against her former employer, Jerry Gordon and JMJ Connections Ltd. d/b/a JMJ Online and FutureComm 2000 Ltd. (hereinafter "JMJ"). *See Retainer Agreement attached hereto as [Exhibit A].*
2. Respondent admits that American Express counsel's office telefaxed a draft of the Complaint it intended to file against grievant seeking to collect on its outstanding credit card debt pursuant to grievant's (not respondent's) request. It should be noted that grievant did not retain respondent to represent her in the American Express lawsuit. *See [Exhibit A].*
3. Respondent admits the allegations set forth in this paragraph. Even though grievant had not retained respondent to represent her from the American Express lawsuit, and could not afford

to pay respondent for any legal services rendered on grievant's behalf regarding the American Express action, respondent contacted American Express on or about May 4, 1999 and obtained an agreement from American Express to withhold from filing its complaint until May 17, 1999. Respondent acted in this manner to attempt a resolution of the American Express issue before American Express filed its Complaint, thereby saving grievant the expenses and costs of defending a complaint filed by American Express; a complaint which grievant could not afford to defend. It should also be noted that American Express wanted to settle this case prior to the filing of any lawsuit. *See Fax Cover Page from counsel for American Express attached as Complainant's Exhibit 2.* Moreover, respondent reasonably believed the American Express credit card debt issue could be easily resolved since JMJ had already agreed to pay the American Express card debt in full on April 26, 1999, and because grievant had obtained a promissory note from JMJ wherein JMJ offered to pay the American Express credit card debt. *See Letter from counsel for JMJ attached hereto as [Exhibit B], and see promissory note attached hereto as [Exhibit C].* In addition, respondent felt that there was no good faith defense to the American Express lawsuit since grievant had authorized the use of her credit card.

4. Respondent admits the allegations set forth in this paragraph.
5. Respondent admits the allegations set forth in this paragraph. However, it should be noted that grievant did not want to accept service of the American Express complaint. Grievant conveyed this to respondent, and respondent advised counsel for American Express to send the Summons and Complaint to respondent instead of grievant.
6. Respondent admits the allegations set forth in this paragraph. However, it should be noted that grievant did not want to accept service of the American Express complaint and requested that respondent accept service on her behalf to avoid embarrassment at work and/or at home.
7. While respondent admits that he did not file an Answer to the American Express complaint, respondent denies that he did no further work in regard to that matter. On the contrary, respondent had been diligently negotiating a settlement with JMJ on the American Express issue from April of 1999 to December 1999. In fact, JMJ had advised respondent that they would pay the American Express card debt in full in two (2) separate letters (i.e., April 26, 1999 and June 16, 1999, and also at a settlement meeting which took place on October 6, 1999 in counsel for JMJ's office. *See [Exhibit B] & [Exhibit D].* Moreover, respondent reached an understanding with American Express not to file for default in light of the fact that JMJ had agreed to pay the American Express card debt in full. This is evident by the fact that American Express never filed for default, and had its complaint dismissed for lack of prosecution. Thus, respondent acted diligently in regard to the American Express complaint, even though he was not retained by grievant to represent her in the American Express v. Raia litigation.
8. Respondent admits the allegations set forth in this paragraph.
9. Respondent admits the allegations set forth in this paragraph. However, it should be noted

that prior to the June 16, 1999 settlement offer letter from JMJ, respondent was actively engaged in settlement discussions with counsel for JMJ. See [Exhibit E]. Specifically, on January 7, 1999, respondent sent an attorney letter to Jerry Gordon, President of JMJ advising JMJ that he represented grievant. Respondent received a call from JMJ and a meeting was scheduled to discuss grievant's claim in early April 1999. Both respondent and grievant attended that meeting. As a follow up to that meeting, respondent sent a letter to counsel for JMJ April 22, 1999. In that letter, respondent, with grievant's consent and authorization, proposed a settlement offer to JMJ. See [Exhibit E]. On April 26, 1999, counsel for JMJ responded to that respondent's April 22, 1999 letter. See [Exhibit B]. Respondent then filed suit against JMJ on June 7, 1999. See Exhibit 5 of Complaint. After respondent filed said lawsuit, on June 16, 1999, counsel for JMJ sent respondent a letter proposing a settlement offer. See [Exhibit D].

10. Respondent admits that after he advised grievant of the contents of that letter, grievant rejected JMJ's June 16, 1999 settlement offer.
11. Respondent admits the allegations set forth in this paragraph.
12. Respondent admits the allegations set forth in this paragraph. It should be noted that respondent attended this meeting with grievant's knowledge and consent.
13. Respondent admits the allegations set forth in this paragraph. Immediately after the October 6, 1999 meeting, respondent advised grievant that JMJ did not place a significant value on her claim since grievant was terminated for incompetence, because the 2 ½ year sexual relationship with her employer was consensual, and because any alleged harassment was only for a short period of time. Respondent and grievant agreed to meet to further discuss settlement strategy before communicating a counteroffer.
14. Respondent admits the allegations set forth in this paragraph.
15. Respondent admits the allegations set forth in this paragraph.
16. Respondent admits the allegations set forth in this paragraph. Further, respondent set forth in writing on yellow legal pad paper what he believed to be the value of plaintiff's claim. [Exhibit F]. Respondent wrote on the bottom of the page "Hard Dollars = \$80,000.00" as the total value of the claim. Respondent also provided grievant with a recent court decision which discussed the value of a claim for emotional distress, and advised grievant that the facts of her case were much different from that case and that her claim for emotional distress was very weak. After this meeting, respondent, grievant, and grievant's friend, Thomas McCauley, met with respondent's partner, Anthony P. Ambrosio, Esq., and discussed the merits of the claim, the value of the claim, the impact of the consensual extra-marital affair she had with her employer on a Hudson County jury, and Mr. Ambrosio's perception of the entire claim. Respondent and Mr. Ambrosio specifically discussed with grievant the terms of a settlement that would be acceptable to grievant. The transfer of stock was specifically discussed with Ms. Raia because of the tax advantages she would obtain by transferring back

the stock, and because the value of the stock dropped by 200% from October 1999 to November 11, 1999. At this meeting, grievant stated to both respondent and Mr. Ambrosio that she would be willing to accept \$150,000.00 in full satisfaction of her claims and agreed to transfer all of her stock back to JMJ.

17. Respondent denied the allegations set forth in this paragraph. *See paragraph 16, supra.* The purpose of the November 11, 1999 was to obtain settlement authority from grievant in order to proceed with further settlement negotiations. As stated previously, grievant stated that she would be willing to accept \$150,000.00 in full satisfaction of her claims and to transfer all of her stock back to JMJ because the value of the stock had decreased substantially, and because of the tax benefits she could obtain by transferring the stock back to JMJ.
18. Respondent admits the allegations set forth in this paragraph. The meeting took place at approximately 4:00 p.m. Grievant knew about this settlement meeting and knew that it was scheduled to start at 4:00 p.m. Prior to that meeting with JMJ, grievant called respondent's office in Bloomfield, NJ three (3) times regarding the settlement meeting. *See grievant's phone logs showing 3 calls made to respondent's office phone number (973-748-7474) on November 30, 1999 at 12:59 p.m., 1:04 p.m. and 2:07 p.m. [Exhibit G].* Grievant also contacted respondent on his cell phone (Cell number 973-699-8745) on two (2) occasions: once at 3:53 p.m., and once at 4:12 p.m. [Exhibit G]. The purpose of these calls by the grievant was to ascertain the status of settlement.

It should be noted that grievant was anxious about the November 30, 1999 settlement meeting evidenced by the fact that she called respondent on five (5) occasions prior to the settlement meeting. *See [Exhibit G].* Moreover, for grievant to claim that she did not want to be contacted at work by respondent is absurd, especially since grievant contacted respondent on those 5 occasions prior to the settlement meeting from her work phone.

19. Respondent admits the allegations set forth in this paragraph.
20. Respondent admits the allegations set forth in this paragraph.
21. Respondent admits the allegations set forth in this paragraph. Specifically, respondent advised grievant of the two settlement offers made by JMJ, i.e., (1) payment of \$125,000.00 made on or before March 31, 2000, or alternatively (2) payment of \$150,000.00 over an eighteen month period with a payment of \$50,000.00 on 12/31/99, \$33,000.00 on 6/30/00, \$33,000.00 on 12/31/00, and \$34,000.00 on 6/30/01. Respondent also informed grievant that both offers required that a Stipulation of Dismissal with prejudice be filed, a confidentiality agreement, return of business records, non-disclosure and return of the stock. Grievant clearly and unequivocally accepted the \$150,000.00 offer because it contained more money and because of the tax advantages of receiving the payments during different tax years.
22. Respondent denies the allegations set forth in this paragraph. On the contrary, grievant advised respondent to accept the \$150,000.00 offer since that offer contained more money and because of the tax advantages of receiving the payments during different tax years.

Grievant never said she wanted to sleep on it or that she would not be rushed into settling. This allegation by grievant does not make sense in light of the fact that plaintiff called respondent 5 times prior to the settlement meeting to ascertain the status of the settlement. Plaintiff was anxious about settlement and wanted her case resolved. Moreover, at the November 11, 1999 meeting, plaintiff advised respondent and respondent's partner, Anthony Ambrosio, Esq., that she would accept a \$150,000.00 payment and return her stock to JMJ to settle her case.

23. Respondent denies the allegations set forth in this paragraph for the reasons set forth in paragraphs 21 and 22.
24. Respondent denies the allegations set forth in this paragraph. Respondent did not refuse the settlement offer; she accepted the \$150,000.00 offer. However, after respondent conveyed grievant's acceptance of the \$150,000 offer to counsel for JMJ, grievant's friend, Thomas McCauley, contacted respondent on his cell phone to discuss whether respondent would reduce his attorney fee. Respondent advised McCauley that he could not speak with him about this issue since he was not the client. Respondent told McCauley that grievant should contact him to discuss this issue. Grievant contacted respondent soon thereafter requested that respondent reduce his fee. Respondent informed grievant that he could not reduce his fee, but advised grievant that he would exclude the \$40,000 owed to American Express when he calculated his fee.
25. Respondent denies the allegations set forth in this paragraph. While grievant's friend, McCauley, did telephone respondent, he did so only to discuss whether respondent would reduce his fee. Respondent advised McCauley that he was not the client and that he could not discuss this issue with him. Subsequently, grievant called respondent. *See answer to paragraph 24, supra.*
26. Respondent denies the allegations set forth in this paragraph. Grievant did not leave a voicemail message with respondent. Indeed, this is impossible, as respondent's office does not have voicemail. While respondent's law firm has an answering machine, that machine is not turned on until after the office is closed at 6:00 p.m. According to grievant's phone records, grievant did not place any calls to respondent or his office after 6:00 p.m. on December 1, 1999. *See [Exhibit G].* All phone calls placed by grievant were placed during respondent's office hours. *See [Exhibit G].* During office hours, the phone is answered by the receptionist or other office staff.
27. Respondent denies the allegations set forth in this paragraph.
28. Respondent denies the allegations set forth in this paragraph.
29. Respondent denies the allegations set forth in this paragraph.
30. Respondent admits the allegations set forth in this paragraph. Grievant had accepted the settlement offer, and the matter was settled between the parties. It is respondent's practice

to advise the Court when a matter is settled so the Court is aware of the status of the case.

31. Respondent admits that grievant wrote to him on December 5, 1999 and stated that the settlement agreement was unacceptable, but denies that grievant had made this known to him before December 5, 1999. This was the first time grievant advised respondent that the settlement agreement was now unacceptable.
32. Respondent admits the allegations set forth in this paragraph. *See Complainant's Exhibit 1.*
33. Respondent admits the allegations set forth in this paragraph. According to Pascarella v. Bruck, 190 N.J. Super. 118 (App. Div. 1983) cert. denied 94 N.J. 600, Seacoast Realty v. West Long Branch, 14 N.J. Tax 197 (1994), Newark Branch NAACP v. West Orange Twp., 786 F. Supp. 408, 423 (D.N.J. 1992), United States Plywood Corp., 41 N.J. at 74, Lahue v. Pio Costa, 263 N.J. Super. 575 (App. Div. 1993), JMJ could rely on the acceptance of the settlement offer conveyed to counsel for JMJ by respondent pursuant to grievant's authority at the November 30, 1999 meeting, and enforce the settlement even if grievant changed her mind and revoked her acceptance of the settlement offer. Therefore, based upon New Jersey law, respondent advised grievant that the settlement was binding since she had accepted the settlement offer.
34. Respondent admits the allegations set forth in this paragraph.
35. Respondent admits the allegations set forth in this paragraph.
36. Respondent admits the allegations set forth in this paragraph. Respondent was continuing in his efforts of full and complete disclosure to his client.
37. Respondent admits the allegations set forth in this paragraph. Respondent took this action in light of the New Jersey Rules of Professional Conduct, RPC 1.4(b) and the case of Matter of Lavigne, 146 N.J. 590, 606 (1996). According to that Rule and case, an attorney has a duty to advise his client to seek independent counsel if there is a question whether that attorney committed malpractice.
38. Respondent admits the allegations set forth in this paragraph.
39. Respondent admits the allegations set forth in this paragraph.
40. Respondent admits the allegations set forth in this paragraph. Respondent made this offer to grievant in light of the case law cited in paragraph 33, supra.
41. Respondent admits the allegations set forth in this paragraph. Since grievant had authorized respondent to accept the \$150,000 offer, respondent could not deny that a settlement had taken place. In making this statement, respondent meant that he could not oppose such a motion by JMJ since he conveyed acceptance to counsel for JMJ at the November 30, 1999 meeting. In light of the case law cited in paragraph 33, supra, respondent reasonably

believed that JMJ had the right to rely on the acceptance conveyed by respondent, and could enforce the settlement. It should also be noted, that respondent did not file a motion to enforce the settlement, but rather, filed a motion for instructions from the court. In fact, this motion was the first motion filed in regard to the settlement.

42. Respondent does not have any knowledge regarding this allegation and therefore cannot admit or deny this allegation.
43. Respondent denies the allegations set forth in this paragraph. Respondent had no knowledge that grievant took this action, and did not become aware of this letter until he received a copy of it from counsel for JMJ on or about January 18, 2000.
44. Respondent admits the allegations set forth in this paragraph. *See paragraph 41, supra.*
45. Respondent admits the allegations set forth in this paragraph. Respondent took this action because respondent reasonably believed that the settlement agreement reached on November 30, 1999 could be enforced by JMJ in light of New Jersey case law on this issue. *See Paragraph 33, supra.* Since the filing of the Stipulation of Dismissal with prejudice was a requirement of the settlement, respondent felt that it was his duty to file the Stipulation of Dismissal to comply with the settlement agreement even though grievant had indicated her intent to revoke her acceptance of the settlement. Respondent realizes that the better course of action should have been to petition the Court for Instructions before he filed the Stipulation of Dismissal.
46. Respondent admits the allegations set forth in this paragraph.
47. Respondent admits the allegations set forth in this paragraph.
48. Respondent admits the allegations set forth in this paragraph. Although respondent is listed as a "cc" on that letter, respondent never received a copy of that letter from grievant.
49. Respondent admits the allegations set forth in this paragraph. JMJ's counsel also enclosed a copy of grievant's January 16, 2000 letter since respondent did not receive that letter from grievant.
50. Respondent admits the allegations set forth in this paragraph. However, respondent mis-spoke when he said he was going to move to enforce the settlement. Respondent meant that he was going to file a motion for instructions from the court. This is evident from the fact that respondent did not file a motion to enforce settlement, but rather filed a motion for instructions from the court on February 3, 2000. It should also be noted that this motion was the first motion filed in regard to the settlement agreement.
51. Respondent admits the allegations set forth in this paragraph. Respondent believed that this letter was necessary to avoid motion practice which would result in grievant being compelled to comply with the settlement agreement, becoming responsible to pay JMJ's attorney's fees

- for having to file the motion, and also to avoid increasing grievant's exposure to the American Express debt.
52. Respondent admits the allegations set forth in this paragraph.
  53. Respondent admits the allegations set forth in this paragraph.
  54. Respondent admits the allegations set forth in this paragraph.
  55. Respondent admits the allegations set forth in this paragraph.
  56. Respondent admits the allegations set forth in this paragraph.
  57. Respondent admits the allegations set forth in this paragraph. Respondent based his position on the New Jersey Appellate Division case, Frankel v. Frankel, 252 N.J. Super, 214 (App. Div. 1991) which states that a superceding attorney is only permitted to receive the file material while the litigation is pending. In grievant's case, the matter was settled and a Stipulation of Dismissal was filed. Therefore, the litigation had terminated. In addition, despite N.J.S.A. 2A:13-5, grievant refused to recognize respondent's lien on the file. Subsequently, this matter was resolved by an agreement between respondent and grievant set forth in a Consent Order. According to that Consent Order, grievant acknowledged respondent's statutory lien and in return, respondent agreed to execute the Substitution of Attorney and turn over the file to new counsel. *See Consent Order attached as [Exhibit H].*
  58. Respondent admits the allegations set forth in this paragraph.
  59. Respondent admits the allegations set forth in this paragraph.
  60. Respondent denies the allegations set forth in this paragraph. According to an Order signed by Judge Margulies on June 1, 2000, the Court ordered that it would defer judgment on the motion to enforce settlement and on the motion to vacate the Stipulation of Dismissal pending further hearings. *See June 1, 2000 Order attached hereto as [Exhibit I].*
  61. Respondent admits the allegations set forth in this paragraph.
  62. Respondent admits that Judge Margulies made the finding that respondent had "no authority to settle and that there was no settlement contemplated by plaintiff or defendant except one in a signed writing." However, it must be noted that Judge Margulies *admittedly* made this finding without any independent evidence to support it. *See page 6 of Judge Margulies' Opinion attached as Complainant's Exhibit 25.* In addition, Judge Margulies found that "none of the witnesses [including grievant] told the truth, the whole truth, and nothing but the truth." *Id.* Significantly, respondent was not permitted to participate and cross-examine grievant at this her hearing. Thus, Judge Margulies' finding that grievant did not tell the truth is based only on direct examination. Therefore, it is respondent's position that Judge Margulies erred in finding that there was no authority to settle and that settlement was

conditioned upon a signed writing. Indeed, most cases are settled orally, and then placed in writing. It must also be pointed out that Judge Margulies was presiding over a civil case in which the standard of proof was by the preponderance of the evidence. Findings in civil cases are not ordinarily binding in an ethics proceeding. See *In re Logan*, 70 N.J. 222, 227 (1976); R. 1:20-6(c)(2)(B). Moreover, in an ethics proceeding, that the standard of proof is the "clear and convincing" standard. *Id.* That standard is more demanding than the "preponderance of the evidence" standard applicable in civil cases. *Id.*

63. Respondent admits the allegations set forth in this paragraph.
64. Respondent denies the allegations set forth in this paragraph. The only lien discharged was respondent's possessory lien for compensation upon the escrow funds. Respondent's statutory lien for compensation remained.
65.
  - (a) Respondent denies the allegations set forth in this paragraph. In order for respondent to be found in violation of RPC 1.2 (a), it must be shown by clear and convincing evidence that respondent did not have the authority to settle grievant's case on November 30, 1999. In this case, it cannot be shown by clear and convincing evidence that respondent did not have the authority to accept JMJ's offer of settlement at the November 30, 1999 settlement meeting. Although Judge Margulies found that respondent did not have the authority to settle, Judge Margulies admitted that this finding was made "*without any independent evidence to support it.*"
  - (b) Respondent denies the allegations set forth in this paragraph. In order for respondent to be found in violation of RPC 1.3, it must be shown by clear and convincing evidence that respondent failed to act with reasonable diligence and promptness in representing grievant. In this case, this burden cannot be meant in regard to the American Express v. Raia litigation or the Raia v. JMJ litigation. While respondent did not file an Answer to the American Express complaint, it must be noted that Raia did not retain respondent to represent her in that matter. Despite this, respondent took action on behalf of Raia to ensure no adverse action was taken by American Express after it filed the Complaint by getting American Express to forego filing default, and by obtaining an agreement by JMJ to pay Raia's American Express card debt. Significantly, due to the action taken by respondent, the American Express Complaint was dismissed for lack of prosecution. In regard to the Raia litigation, respondent was actively engaged in settlement negotiations with counsel for JMJ from April 1999 to December 1999. In fact, respondent was able to obtain a favorable settlement offer from JMJ on November 30, 1999, and this settlement offer was accepted by grievant and conveyed to counsel for JMJ that same day.

## **AFFIRMATIVE DEFENSES**

1. The Complaint fails to state a claim against respondent upon which disciplinary action can be taken.
2. Complainant has not and cannot meet its burden of proof.
3. Complainant has not and cannot show by clear and convincing evidence that respondent violated the Rules of Professional Conduct.
4. Respondent complied with the Rules of Professional Conduct.
5. Respondent acted with reasonable diligence and promptness in representing grievant.
6. Respondent received settlement authority from grievant.
7. Respondent reasonably believed that grievant wanted to revoke the settlement because of her fee dispute with respondent which was only raised after she accepted and agreed to the settlement of November 30, 1999. Respondent reasonably believed he could resolve this fee dispute with grievant.

## **REQUEST FOR HEARING**

Respondent hereby request a hearing on the charges.

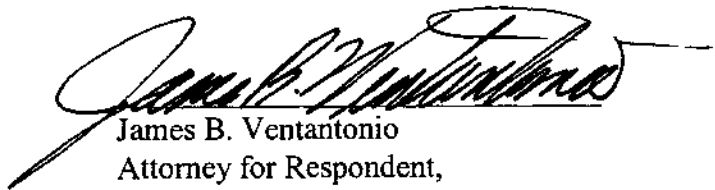
## **DESIGNATION OF COUNSEL**

James B. Ventantonio, Esq. is hereby designated as counsel for respondent.

## **CERTIFICATION**

I hereby certify that the foregoing pleading has been served within the time provided by Rule 1:20-4(e) with a 7 day extension granted by Linda Pope Torres, Esq., Vice Chair for District V-A Ethics Committee.

VENTANTONIO & WILDENHAIN

  
James B. Ventantonio  
Attorney for Respondent,  
Keith McKenna

Dated: January 2, 2002

Dated: January 2, 2002

**VERIFICATION OF ANSWER**

Keith McKenna, Esq., of full age, does hereby verify that:

1. I am the respondent in this matter.
2. I have read the Complaint and the Answer being filed on my behalf. The information contained in the Answer is based upon my personal knowledge and is true to the best of my knowledge.
3. I am aware that if any of the information contained in the Answer is wilfully false, I am subject to punishment.



---

Keith McKenna, Esq.

## AGREEMENT TO PROVIDE LEGAL SERVICES

This Agreement is made this 4th day of January, 1999, BETWEEN the Client, Diana Raia, whose address is 85 West 32<sup>nd</sup> Street, Bayonne, New Jersey, 07002, referred to as "You", and AMBROSIO, KYREAKAKIS, DILORENZO, MORAFF & McKENNA, whose address is 317 Belleville Avenue, Bloomfield, New Jersey 07003, referred to as the "Law Firm".

1. Legal Services to be Rendered. You agree that the Law Firm will represent you to prosecute a claim for wrongful termination based on sexual harassment in violation of the NJ Law Against Discrimination, a claim for back wages under the New Jersey Wage & Hour Act and a claim for breach of contract against JMJ Connections Ltd. d/b/a JMJ Online and FutureComm 2000 Ltd.

The legal work includes all necessary research, investigation, correspondence, preparation and drafting of all necessary legal documents as well as preparing and proceeding to trial in the litigation.

2. Legal Fees and Expenses. A case fee in the amount of \$5,000.00 will be due and owing and payable as follows: (I) \$2,500.00 at the time of the signing of this agreement and (II) \$500.00 per month beginning on February 1, 1999. The balance of the legal fees in this matter will be deferred and will be specifically contingent upon obtaining a recovery, which includes all money that is collected/recovered from others in this matter, and calculated on a basis of the recovery at a rate of:

- 28% of the proceeds, less the initial \$5,000.00 retainer, if the claim is resolved after prior to commencing litigation;
- 30% of the proceeds, less the initial \$5,000.00 retainer, if the claim is resolved after commencing litigation but during pre-trial discovery but prior to trial preparation; and
- 33 1/3 % of the proceeds, less the initial \$5,000.00 retainer, if the claim is resolved within 60 days of the first scheduled date of trial, during trial or after completion of trial.

You acknowledge the hourly rates of each attorney that will perform services on your behalf as follows: Partners \$225.00 and an Associate \$95.00. You further agree, in the event that this legal services agreement is terminated or in the event an application for legal fees is made on your behalf, that the equitable value of the legal fees provided is equal to the hourly time charges at the hourly rates for all services provided since January, 1999. In any event, you are only responsible for payment of the case fee as set forth above. The hourly charges will be used in connection with a claim for legal fees against your former employer. No other legal fees will be charged unless an appeal is taken by any party to the suit. The attorney is not required to take and appeal

3. Expenses. You will be responsible for all costs and expenses associated with this representation regardless of the fees paid and the final outcome of this matter. No cost will be incurred prior to the filing of a complaint. In that event such costs and expenses are separate and apart from the Law Firm's legal fees and include but are not limited to experts' fees, court costs,

accountants' fees, appraisers' fees, service fees, investigators' fees, deposition costs, motion and trial transcripts, messenger services, photocopying charges, postage, telephone toll costs, facsimile costs and any travel expenses. The primary expenses will be in obtaining and deposing experts.

4. Bills. The Law Firm may send you an itemized Statement of Services each month. The Law Firm may require that costs and expenses be paid in advance. All bills for costs and legal expenses are due within 30 days of receipt.

5. Your Responsibility. You must fully cooperate with the Law Firm and provide all information relevant to the issues involved in this matter. You must also pay all bills as required by this Agreement. If you do not comply with these requirements, the Law Firm may ask the Court for permission to withdraw from representing you. The Law Firm will also withdraw at your request.

6. No Guarantee. The Law Firm agrees to provide conscientious, competent and diligent services and at all times will seek to achieve solutions which are just and reasonable for you. However, because of the uncertainty of legal proceedings, the interpretation and changes in the law and many unknown factors, attorneys cannot and do not warrant, predict or guarantee results or the final outcome of any case.

7. Signatures. You and the Law Firm have read and agree to this Agreement. The Law Firm has answered all of your questions and fully explained this Agreement to your complete satisfaction. You have been given a signed copy of this Agreement.

LAW FIRM:

AMBROSIO, KYREAKAKIS,  
DILorenzo, MORAFF & McKENNA

BY:

  
\_\_\_\_\_  
Keith A. McKenna

CLIENT:

DIANE RAIA

BY:

  
\_\_\_\_\_  
Diane Raia

RAYMOND J. AAB  
ATTORNEY AT LAW  
233 BROADWAY  
NEW YORK, N.Y. 10279  
TELEPHONE (212) 406-1700  
TELEFAX (212) 406-2313

April 26, 1999

Keith McKenna, Esq.  
317 Belleville Avenue  
Bloomfield, N.J. 00703

Re: Raia v. JMJ, et al.

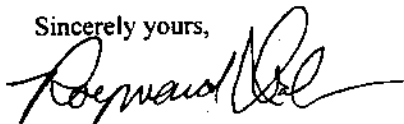
Dear Keith:

Following up on your fax to me dated April 22<sup>nd</sup> (which I received today as I was out of town), I would to clarify certain points you raised in our meeting and in your letter. First, in respect f the damages, I understand that Ms. Raia's claim is based on the following: (a) \$40,000.00 for credit charges that she made on her personal American Express card on behalf of the business; (b) Approximately \$40,000.00 in claimed overtime; and (c) damages for sexual harassment, the primary component of which is that Ms. Raia was so traumatized by her experience that she has been and remains unable to work. The aggregate of the damages is for the sexual harassment is therefore some \$320,000.00. The Defendants offered to settle the claims for \$100,000.00, \$40,000.00 payable promptly to cover the American Express, and the remaining \$60,000.00 payable in three consecutive months. That is the background on which your proposal is based.

Concerning the payment of \$125,000.00, could you clarify what the terms of the payment are? Concerning the \$275,000.00 in stock, who determines the value of the stock?

I will discuss your letter with JMJ and I will await your response to this letter.

Sincerely yours,



RAYMOND J. AAB

Cc.: JMJ

# Promissory Note

*JMJ Online*, through the undersign officers, hereby acknowledges that *JMJ Online* had previously authorized Diane Raia to charge *JMJ Online* expenses on her personal American Express card. Based on this authorization, Ms. Raia has accrued expenses attributable to *JMJ Online* business resulting in a balance due American Express of approximately \$48,000.00 plus interest.

*JMJ Online* further acknowledges this amount is due to Ms. Raia by *JMJ Online* and *JMJ Online* agrees to pay Ms. Raia's American Express account in a reasonable time period.

Agreed,

3

<u>Jerry Gordon</u>	<u>9/14/98</u>	<u>Andrew Schechter</u>	<u>9/14/98</u>
Jerry Gordon	Date	Andrew Schechter	Date
President		Senior Vice President / Partner	

RAYMOND J. AAB  
ATTORNEY AT LAW  
233 BROADWAY  
NEW YORK, N.Y. 10279  
TELEPHONE (212) 406-1700  
TELEFAX (212) 406-2313

June 16, 1999

Keith A. McKenna, Esq.  
317 Belleville Avenue  
Bloomfield, New Jersey 07003

Re: JMJ Connections Ltd.

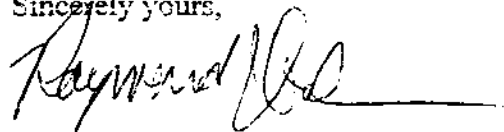
Dear Keith:

This follows up on a message I left with your office some ten days ago. Although you have commenced the lawsuit, JMJ would still offer to resolve the matter as follows:

1. Payment of the American Express Credit Card obligations;
2. Issuing \$40,000 shares of restricted stock to your client;
3. Payment of up to \$10,000 in your client's legal fees.

Please let me know what your response is to this offer.

Sincerely yours,



RAYMOND J. AAB

cc: JMJ Connections Ltd.  
777 Passaic Avenue  
Clifton, NJ 07012

AMBROSIO, KYREAKAKIS, DILORENZO, MORAFF & MCKENNA  
ATTORNEYS AT LAW

317 BELLEVILLE AVENUE  
BLOOMFIELD, NEW JERSEY 07003

TELEPHONE: (201) 748-7474  
FACSIMILE: (201) 748-7655  
FACSIMILE: (201) 748-0765

ANTHONY P. AMBROSIO  
ANDREW J. KYREAKAKIS \*+  
P. CHARLES DILORENZO \*  
ROBERT S. MORAFF x  
KEITH A. MCKENNA \*

OF COUNSEL  
THOMAS AMBROSIO  
TIMOTHY P. O'BRIEN

\* MEMBER OF N.J. AND N.Y. BAR  
+ CERTIFIED CIVIL TRIAL ATTORNEY  
x MEMBER OF N.J. AND FLA. BAR

April 22, 1999

**PRIVILEGED AND CONFIDENTIAL  
FOR SETTLEMENT PURPOSES ONLY**

Raymond J. Aab, Esq.  
Dienst & Serrins  
233 Broadway  
New York, New York 10279

RE: Raia v. JMJ On-Line and FutureCom et al

Dear Ray:

As a follow up to our meeting of last week, here is a written settlement proposal on behalf of Diana Raia incorporating our offer of settlement. The settlement offer is as follows:

1. Payment to American Express for the full amount of the obligation valued at \$40,000.00;
2. Payment to Ms. Raia in the amount of \$125,000.00;
3. Transfer to Ms. Raia stock in either JMJ or FutureCom in an amount equal to \$275,000.00 par value. If the initial public offering is not consummated within six (6) months from the agreement between the parties, Ms. Raia will receive monthly payments in the amount of \$10,000.00. In exchange, upon receipt of payment, she will convey title to the number of shares that is equal to the payment received. The payment of \$10,000.00 will proceed on a month to month basis until the earlier of (i) the expiration of the restriction period provided in the initial public offering or (ii) payment in full is received by Ms. Raia in the amount of \$275,000.00. The payments will be personally guaranteed by the principals of JMJ and FutureCom.
4. Ms. Raia will provide release in favor of the Defendants and their principals of any and all claims which were known or unknown arising from any and all liability under all applicable Federal, State or Local laws.

Please review this demand with your clients and provide their response.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Keith A. McKenna', with a long, sweeping horizontal stroke extending to the right.

Keith A. McKenna

cc: Diana Raia



\* \* \* TRANSMISSION RESULT REPORT ( APR.23.1999 9:49AM ) \* \* \*

TTI

DATE	TIME	ADDRESS	MODE	TIME	PAGE	RESULT	PERS. NAME	FILE
APR.23.	9:48AM	12124062313	TES	0'56"	P. 3	OK		215

# : BATCH  
M : MEMORY  
S : STANDARD

C : CONFIDENTIAL  
L : SEND LATER  
D : DETAIL

\$ : TRANSFER  
@ : FORWARDING  
F : FINE

P : POLLING  
E : ECM  
> : REDUCTION

\* \* \* TRANSMISSION RESULT REPORT ( APR.23.1999 9:42AM ) \* \* \*

TTI

DATE	TIME	ADDRESS	MODE	TIME	PAGE	RESULT	PERS. NAME	FILE
APR.23.	9:41AM	12122224982	TS	1'21"	P. 3	OK		214

# : BATCH  
M : MEMORY  
S : STANDARD

C : CONFIDENTIAL  
L : SEND LATER  
D : DETAIL

\$ : TRANSFER  
@ : FORWARDING  
F : FINE

P : POLLING  
E : ECM  
> : REDUCTION

*Ambrosio, Kyreakakis, DiLorenzo, Moraff & McKenna*

*Attorneys at Law*

KEITH A. McKENNA  
Member of the Firm  
Member of N.J. and N.Y. Bar

January 7, 1999

Direct Line: 973-748-7619  
KAMCK0320@AOL.COM

**By Hand Delivery**

Jerry Gordon, President  
JMJ Connections Ltd  
777 Passaic Avenue  
Clifton, New Jersey 07012

RE: Diane Raia

Dear Mr. Gordon:

We represent the interest of Diane Raia, a former employee of JMJ Connections d/b/a JMJ Online.

Ms. Raia advises that she was employed by JMJ from October, 1996 until November 14, 1998. She also advises that she had a sexual relationship with you that ended in September, 1998. After she advised you that she did not desire to continue the sexual relationship, she advises that she was harassed by you and that you created a hostile work environment by offensively touching her in such a manner that a similarly situated woman would find offensive. Subsequently, in retaliation for her discontinuation of the sexual relationship, Ms. Raia was terminated from JMJ.

Ms. Raia advises that as a condition of her employment she worked in excess of forty (40) hours per week without receiving any compensation required under the New Jersey Wage and Hour Act. In addition, JMJ has yet to repay the American Express charges it incurred on a credit card issued to Ms. Raia. The charges total in excess of \$30,000.00.

We have concluded that Ms. Raia has a valid cause of action under the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et. seq. and the New Jersey common law which affords Ms. Raia with a basic right to a hostile free work environment. Lehmann v. Toys "R" US, Inc., 132 N.J. 587 (1993); Jamison v. Rockaway Township, 242 N.J. Super. 436 (App. Div. 1990) and Wachstein v. Slocum, 265 N.J. Super. 619 (App. Div. 1993). In addition, Ms. Raia has a claim under the Wage and Hour Act for overtime pay back to her original date of hire in October of 1996.

We believe that through a constructive dialog, this matter can be resolved in a responsible manner, without the need for time consuming, unproductive and expensive public litigation.

We look forward to hearing from a representative of JMJ to discuss this matter on or before January 15, 1999. If we do not receive a response by that time, we intend to file an action in the Superior Court of New Jersey. We enclose a draft copy of the Complaint for your review.

Very truly yours,

AMBROSIO, KYREAKAKIS, DILORENZO  
MORAFF & MCKENNA

BY:



Keith A. McKenna

KAM/cc

cc: Diane Raia

1/11/99 Rain - Settlement discussions w/ client

OVERTIME

7,909.20

$8.128 \times 1920 = 14.65$  per hour  $\times 1.5 = 21.97 \times 360 =$

~~LOST WAGES 20,000~~

\* \* \*

AMEX CLAIM 40,000

LEGAL FEE 5,000

COBRA - HEALTH 5,000

EMOTIONAL DISTRESS 1

HARD \$ 89,000

## Regional Calling      Outgoing Usage for BT (212) 931-6800

Reference	Date	Time	Number Called	Location	Minutes	Charge
1351332	11/29	09:24 PM	516 616-4461	FLORALPARK,NY	9.50	0.46
1251334	11/29	09:34 PM	516 616-4461	FLORALPARK,NY	3.20	0.20
1352177	11/30	01:01 PM	201 612-8107	RIDGEWOOD ,NJ	6.20	0.32
1352173	11/30	01:04 PM	973 748-7474	BLOOMFIELD,NJ	2.10	0.16
1452323	11/30	01:10 PM	516 797-7567	MASSAPEQUA,NY	35.60	1.50
1352200	11/30	01:13 PM	201 339-0274	BAYONNE ,NJ	1.00	0.12
1352250	11/30	01:29 PM	516 273-7373	BRENTWOOD ,NY	1.20	0.12
1452291	11/30	01:30 PM	908 862-0686	LINDEN ,NJ	1.00	0.12
1452295	11/30	01:32 PM	973 614-1133	PASSAIC ,NJ	1.00	0.12
1452320	11/30	01:34 PM	732 287-5557	METUCHEN ,NJ	10.90	0.51
1352379	11/30	02:05 PM	973 276-6199	CALDWELL ,NJ	7.80	0.39
1452381	11/30	02:07 PM	973 748-7474	BLOOMFIELD,NJ	2.60	0.18
1252415	11/30	02:15 PM	201 914-6686	HACKENSACK,NJ	1.00	0.12
1252450	11/30	02:18 PM	201 794-0670	FAIR LAWN ,NJ	6.50	0.34
1452416	11/30	02:19 PM	732 438-3258	MONMTH JCT,NJ	5.00	0.28
1452411	11/30	02:21 PM	732 438-3200	MONMTH JCT,NJ	1.00	0.12
1552485	11/30	02:26 PM	201 434-6268	JERSEYCITY,NJ	1.00	0.12
1452428	11/30	02:27 PM	516 365-4240	MANHASSET ,NY	1.00	0.12
1152465	11/30	02:28 PM	201 843-1837	HACKENSACK,NJ	1.00	0.12
1552492	11/30	02:29 PM	201 656-0332	JERSEYCITY,NJ	1.00	0.12
1352436	11/30	02:30 PM	201 794-0670	FAIR LAWN ,NJ	1.00	0.12
1252467	11/30	02:30 PM	201 914-6686	HACKENSACK,NJ	1.00	0.12
1552500	11/30	02:31 PM	914 664-8041	MT VERNON ,NY	1.00	0.12
1152482	11/30	02:33 PM	973 720-4140	PATERSON ,NJ	1.00	0.12
1452457	11/30	02:36 PM	516 273-7373	BRENTWOOD ,NY	1.40	0.13
1552635	11/30	03:01 PM	201 755-0786	HACKENSACK,NJ	7.30	0.37
1152585	11/30	03:03 PM	914 664-3964	MT VERNON ,NY	1.00	0.12
1452550	11/30	03:04 PM	973 239-3636	VERONA ,NJ	1.00	0.12
1252610	11/30	03:07 PM	732 382-9225	RAHWAY ,NJ	1.00	0.12
1252629	11/30	03:11 PM	201 755-0786	HACKENSACK,NJ	1.10	0.12
1552737	11/30	03:24 PM	516 627-4353	MANHASSET ,NY	10.20	0.48
1152702	11/30	03:31 PM	914 277-5569	CROTON FLS,NY	1.00	0.12
1552767	11/30	03:43 PM	201 836-7003	TEANECK ,NJ	1.40	0.13
1452743	11/30	03:53 PM	973 699-8745	NEWARK ,NJ	1.10	0.12
1152905	11/30	04:12 PM	973 699-8745	NEWARK ,NJ	16.40	0.73
1452857	11/30	04:25 PM	732 563-8175	BOUNDBROOK,NJ	1.00	0.12
1452886	11/30	04:31 PM	516 997-4944	WESTBURY ,NY	1.70	0.14
1552948	11/30	04:32 PM	201 612-8107	RIDGEWOOD ,NJ	2.90	0.19
1352846	11/30	04:39 PM	973 889-3866	MORRISTOWN,NJ	4.40	0.25
1452930	11/30	04:42 PM	201 612-8107	RIDGEWOOD ,NJ	3.40	0.21
1152969	11/30	04:43 PM	516 721-0699	SYOSSET ,NY	1.70	0.14
1352861	11/30	04:46 PM	201 896-1700	RUTHERFORD,NJ	1.40	0.13
1553015	11/30	04:50 PM	914 722-0503	SCARSDALE ,NY	1.00	0.12
1452961	11/30	04:54 PM	516 273-7373	BRENTWOOD ,NY	1.40	0.13
1153024	11/30	04:56 PM	973 276-4219	CALDWELL ,NJ	1.00	0.12
1553056	11/30	05:02 PM	516 237-6111	GARDENCITY,NY	1.00	0.12
1453009	11/30	05:03 PM	516 676-4244	GLEN COVE ,NY	1.00	0.12
1352928	11/30	05:08 PM	732 287-5557	METUCHEN ,NJ	1.70	0.14
1352991	11/30	05:22 PM	516 237-6000	GARDENCITY,NY	9.90	0.47
1553119	11/30	05:27 PM	516 822-3535	HICKSVILLE,NY	2.10	0.16
1553133	11/30	05:33 PM	516 627-4353	MANHASSET ,NY	1.00	0.12
1153152	11/30	05:37 PM	973 699-8745	NEWARK ,NJ	2.90	0.19
1153147	11/30	05:38 PM	732 563-8175	BOUNDBROOK,NJ	1.00	0.12
1453097	11/30	05:40 PM	973 720-4140	PATERSON ,NJ	1.00	0.12
1153228	11/30	05:46 PM	973 699-8745	NEWARK ,NJ	27.20	1.16
1453142	11/30	05:51 PM	516 627-4353	MANHASSET ,NY	10.60	0.50
1153198	11/30	05:52 PM	973 376-4934	MILLBURN ,NJ	3.80	0.23

1153207	11/30 06:02 PM	516 365-4240	MANHASSET ,NY	1.00	0.12
1353072	11/30 06:11 PM	973 564-6060	MILLBURN ,NJ	1.90	0.15
1453163	11/30 06:12 PM	201 656-0332	JERSEYCITY,NJ	1.20	0.12
1553222	11/30 06:13 PM	973 748-7369	BLOOMFIELD,NJ	1.00	0.12
1253242	11/30 06:17 PM	973 884-3305	WHIPPANY ,NJ	3.40	0.21
1153236	11/30 06:18 PM	201 444-7204	RIDGEWOOD ,NJ	1.00	0.12
1353102	11/30 06:27 PM	914 793-2048	TUCKAHOE ,NY	1.00	0.12
1253261	11/30 06:29 PM	914 722-0503	SCARSDALE ,NY	1.90	0.15
1253263	11/30 06:31 PM	732 563-8175	BOUNDBROOK,NJ	1.00	0.12
1153288	11/30 06:41 PM	914 668-9011	MT VERNON ,NY	19.40	0.85
1353149	11/30 07:00 PM	914 668-9011	MT VERNON ,NY	1.00	0.12
1453239	11/30 07:11 PM	201 339-3391	BAYONNE ,NJ	1.00	0.12
1253380	11/30 07:38 PM	914 362-4537	POMONA ,NY	6.50	0.34
1353277	11/30 07:43 PM	973 257-9399	BOONTON ,NJ	23.00	1.00
1451360	11/30 08:12 AM	201 434-7127	JERSEYCITY,NJ	1.00	0.12
1553426	11/30 08:14 PM	914 362-4537	POMONA ,NY	1.00	0.12
1153419	11/30 08:14 PM	973 699-8745	NEWARK ,NJ	1.00	0.12
1353293	11/30 08:14 PM	914 362-4537	POMONA ,NY	1.00	0.12
1353300	11/30 08:15 PM	914 362-4537	POMONA ,NY	1.50	0.14
1453336	11/30 08:15 PM	973 748-7474	BLOOMFIELD,NJ	1.00	0.12
1551381	11/30 08:32 AM	201 434-7127	JERSEYCITY,NJ	8.30	0.41
1251379	11/30 08:53 AM	732 381-2700	RAHWAY ,NJ	1.00	0.12
1453399	11/30 09:05 PM	914 362-4537	POMONA ,NY	1.00	0.12
1351447	11/30 09:18 AM	973 743-4045	BLOOMFIELD,NJ	6.50	0.34
1451453	11/30 09:23 AM	516 797-7567	MASSAPEQUA,NY	6.80	0.35
1351466	11/30 09:29 AM	732 381-2700	RAHWAY ,NJ	1.10	0.12
1451463	11/30 09:34 AM	973 562-2248	NUTLEY ,NJ	2.30	0.17
1251492	11/30 09:41 AM	732 438-3200	MONMTH JCT,NJ	4.00	0.24
1251477	11/30 09:41 AM	201 914-6686	HACKENSACK,NJ	1.00	0.12
1151504	11/30 09:50 AM	516 273-7373	BRENTWOOD ,NY	1.80	0.15
1251531	11/30 09:53 AM	516 273-7373	BRENTWOOD ,NY	2.10	0.16
1351593	11/30 10:11 AM	201 339-1910	BAYONNE ,NJ	1.00	0.12
1251669	11/30 10:14 AM	201 444-7204	RIDGEWOOD ,NJ	21.90	0.95
1451585	11/30 10:17 AM	732 625-0033	FREEHOLD ,NJ	1.00	0.12
1451598	11/30 10:21 AM	201 444-1492	RIDGEWOOD ,NJ	1.00	0.12
1551637	11/30 10:26 AM	201 612-8107	RIDGEWOOD ,NJ	2.00	0.16
1251646	11/30 10:31 AM	201 339-3391	BAYONNE ,NJ	1.00	0.12
1353896	11/30 10:36 PM	914 362-4537	POMONA ,NY	1.00	0.12
1151699	11/30 10:41 AM	914 633-5540	NEWROCHLLE,NY	5.00	0.28
1251767	11/30 10:47 AM	914 668-5333	MT VERNON ,NY	16.40	0.73
1151784	11/30 11:05 AM	908 535-3329	CRANFORD ,NJ	1.00	0.12
1351809	11/30 11:05 AM	973 614-1133	PASSAIC ,NJ	1.00	0.12
1451801	11/30 11:06 AM	908 535-3329	CRANFORD ,NJ	1.00	0.12
1251800	11/30 11:11 AM	516 755-2020	FARMINGDL ,NY	1.00	0.12
1351835	11/30 11:13 AM	201 444-7204	RIDGEWOOD ,NJ	1.00	0.12
1351872	11/30 11:23 AM	973 359-8098	MORRISTOWN,NJ	1.00	0.12
1251873	11/30 11:24 AM	516 489-7817	HEMPSTEAD ,NY	6.20	0.32
1351911	11/30 11:35 AM	516 775-0220	FLORALPARK,NY	1.30	0.13
1251925	11/30 11:44 AM	973 205-0404	NEWARK ,NJ	1.00	0.12
1551962	11/30 11:49 AM	973 205-0404	NEWARK ,NJ	1.00	0.12
1151949	11/30 11:49 AM	973 205-0404	NEWARK ,NJ	1.00	0.12
1551978	11/30 11:53 AM	201 222-5634	JERSEYCITY,NJ	1.00	0.12
1551986	11/30 11:54 AM	973 357-7828	PATERSON ,NJ	1.70	0.14
1452086	11/30 12:13 PM	914 591-4850	IRVINGTON ,NY	9.70	0.46
1452074	11/30 12:19 PM	201 444-7204	RIDGEWOOD ,NJ	1.10	0.12
1252096	11/30 12:20 PM	908 862-0686	LINDEN ,NJ	11.40	0.53
1152189	11/30 12:40 PM	201 612-8107	RIDGEWOOD ,NJ	16.10	0.72
1152196	11/30 12:42 PM	732 625-0033	FREEHOLD ,NJ	16.20	0.72
1352152	11/30 12:59 PM	973 748-7474	BLOOMFIELD,NJ	2.00	0.16
1555129	12/01 01:11 PM	973 377-6222	MADISON ,NJ	1.00	0.12
1454997	12/01 01:12 PM	914 722-0503	SCARSDALE ,NY	1.00	0.12
1255181	12/01 01:18 PM	516 677-8819	SYOSSET ,NY	1.00	0.12
1155271	12/01 01:40 PM	516 677-8819	SYOSSET ,NY	4.50	0.26

1555333	12/01 01:41 PM	516 767-2500	PTWASHIGTN,NY	23.20	1.00
1455166	12/01 01:57 PM	973 783-9239	BLOOMFIELD,NJ	1.00	0.12
1355225	12/01 02:09 PM	516 822-4216	HICKSVILLE,NY	1.30	0.13
1555360	12/01 02:11 PM	516 822-4216	HICKSVILLE,NY	1.00	0.12
1155532	12/01 02:18 PM	201 794-0670	FAIR LAWN ,NJ	36.30	1.53
1455266	12/01 02:20 PM	973 276-4219	CALDWELL ,NJ	4.40	0.25
1355273	12/01 02:21 PM	203 862-5500	GREENWICH ,CT	1.30	0.13
1155548	12/01 02:29 PM	201 843-3300	HACKENSACK,NJ	28.00	1.20
1555433	12/01 02:31 PM	732 287-5557	METUCHEN ,NJ	1.00	0.12
1355328	12/01 02:33 PM	973 889-3856	MORRISTOWN,NJ	1.10	0.12
1455312	12/01 02:35 PM	516 227-2300	GARDENCITY,NY	1.00	0.12
1455417	12/01 02:57 PM	973 942-4923	PATERSON ,NJ	1.70	0.14
1255628	12/01 02:59 PM	973 377-6222	MADISON ,NJ	7.10	0.36
1255681	12/01 03:11 PM	732 308-1339	FREEHOLD ,NJ	7.40	0.37
1455522	12/01 03:22 PM	516 273-7373	BRENTWOOD ,NY	1.70	0.14
1255763	12/01 03:34 PM	732 563-8175	BOUNDBROOK,NJ	1.00	0.12
1355663	12/01 03:49 PM	973 377-6222	MADISON ,NJ	1.00	0.12
1555879	12/01 03:57 PM	201 413-2291	JERSEYCITY,NJ	1.80	0.15
1355795	12/01 04:00 PM	973 748-7369	BLOOMFIELD,NJ	18.90	0.83
1155901	12/01 04:05 PM	201 896-4800	RUTHERFORD,NJ	6.90	0.35
1455736	12/01 04:10 PM	201 413-2291	JERSEYCITY,NJ	1.00	0.12
1255960	12/01 04:17 PM	516 942-0830	HICKSVILLE,NY	1.00	0.12
1555972	12/01 04:20 PM	973 743-9685	BLOOMFIELD,NJ	1.00	0.12
1255984	12/01 04:22 PM	201 339-3391	BAYONNE ,NJ	1.00	0.12
1555980	12/01 04:22 PM	201 339-3391	BAYONNE ,NJ	1.00	0.12
1256008	12/01 04:25 PM	732 329-2424	MONMTH JCT,NJ	5.10	0.28
1156010	12/01 04:36 PM	732 335-2631	KEYPORT ,NJ	1.00	0.12
1256051	12/01 04:40 PM	732 563-8175	BOUNDBROOK,NJ	1.00	0.12
1556068	12/01 04:47 PM	732 548-5858	METUCHEN ,NJ	1.00	0.12
1455916	12/01 05:03 PM	201 339-3391	BAYONNE ,NJ	1.00	0.12
1556154	12/01 05:11 PM	973 748-7474	BLOOMFIELD,NJ	1.00	0.12
1156150	12/01 05:12 PM	732 438-3200	MONMTH JCT,NJ	1.20	0.12
1256185	12/01 05:13 PM	732 438-3200	MONMTH JCT,NJ	1.80	0.15
1456037	12/01 05:40 PM	201 436-2800	BAYONNE ,NJ	1.00	0.12
1356106	12/01 05:45 PM	914 633-5540	NEWROCHLLE,NY	1.00	0.12
1556315	12/01 05:47 PM	516 791-7210	VLY STREAM,NY	8.90	0.43
1456099	12/01 06:01 PM	201 339-3391	BAYONNE ,NJ	1.00	0.12
1156335	12/01 06:02 PM	732 376-0800	PERTHAMBOY,NJ	1.00	0.12
1156341	12/01 06:04 PM	201 755-0786	HACKENSACK,NJ	1.00	0.12
1256503	12/01 06:06 PM	201 939-4868	RUTHERFORD,NJ	59.00	2.44
1556372	12/01 06:19 PM	973 376-4934	MILLBURN ,NJ	1.00	0.12
1356272	12/01 06:51 PM	732 438-1536	MONMTH JCT,NJ	1.00	0.12
1356278	12/01 06:52 PM	732 438-3200	MONMTH JCT,NJ	2.30	0.17
1456226	12/01 07:03 PM	973 569-1871	PATERSON ,NJ	9.30	0.45
1256544	12/01 07:37 PM	516 364-2072	SYOSSET ,NY	1.70	0.14
1353919	12/01 07:55 AM	908 862-0686	LINDEN ,NJ	12.40	0.57
1454031	12/01 09:17 AM	201 418-4153	JERSEYCITY,NJ	1.50	0.14
1554167	12/01 09:32 AM	201 755-0786	HACKENSACK,NJ	1.00	0.12
1154210	12/01 09:34 AM	201 444-4720	RIDGEWOOD ,NJ	1.00	0.12
1454079	12/01 09:34 AM	201 444-4720	RIDGEWOOD ,NJ	1.00	0.12
1554203	12/01 09:39 AM	732 438-3200	MONMTH JCT,NJ	1.50	0.14
1154247	12/01 09:41 AM	516 683-0888	WESTBURY ,NY	2.00	0.16
1254234	12/01 09:41 AM	201 342-5222	HACKENSACK,NJ	1.90	0.15
1354106	12/01 09:43 AM	516 365-4240	MANHASSET ,NY	1.40	0.13
1454126	12/01 09:44 AM	201 914-6686	HACKENSACK,NJ	1.00	0.12
1254274	12/01 09:45 AM	516 728-4701	HAMPTNBAYS,NY	7.70	0.38
1554268	12/01 09:50 AM	201 418-4153	JERSEYCITY,NJ	4.60	0.26
1554304	12/01 09:55 AM	973 748-7474	BLOOMFIELD,NJ	5.40	0.29
1554273	12/01 09:55 AM	516 365-4240	MANHASSET ,NY	1.00	0.12
1254298	12/01 09:58 AM	914 576-7982	NEWROCHLLE,NY	1.00	0.12
1354186	12/01 10:03 AM	732 376-0800	PERTHAMBOY,NJ	1.00	0.12
1454235	12/01 10:04 AM	516 273-7373	BRENTWOOD ,NY	6.50	0.34
1554330	12/01 10:05 AM	516 728-4701	HAMPTNBAYS,NY	1.20	0.12

1154468	12/01 10:12 AM	201 224-9224	CLIFFSIDE ,NJ	21.50	0.94
1454263	12/01 10:14 AM	973 244-0333	CALDWELL ,NJ	3.10	0.20
1254389	12/01 10:17 AM	973 615-1764	MORRISTOWN,NJ	1.00	0.12
1154403	12/01 10:17 AM	914 591-4850	IRVINGTON ,NY	1.00	0.12
1154452	12/01 10:25 AM	908 709-9523	CRANFORD ,NJ	4.40	0.25
1256666	12/01 10:26 PM	516 775-4311	FLORALPARK,NY	5.40	0.29
1154444	12/01 10:27 AM	201 222-4802	JERSEYCITY,NJ	1.00	0.12
1554428	12/01 10:29 AM	201 222-5634	JERSEYCITY,NJ	1.00	0.12
1554451	12/01 10:33 AM	201 339-3391	BAYONNE ,NJ	1.00	0.12
1554463	12/01 10:35 AM	516 237-4688	GARDENCITY,NY	1.00	0.12
1356451	12/01 10:39 PM	516 775-4311	FLORALPARK,NY	1.00	0.12
1254548	12/01 10:45 AM	516 791-7210	VLY STREAM,NY	6.00	0.32
1554497	12/01 10:45 AM	908 851-9500	UNIONVILLE,NJ	1.00	0.12
1554505	12/01 10:48 AM	516 627-4353	MANHASSET ,NY	1.00	0.12
1154560	12/01 10:52 AM	201 224-9224	CLIFFSIDE ,NJ	2.40	0.17
1554525	12/01 10:53 AM	201 794-0670	FAIR LAWN ,NJ	1.00	0.12
1454419	12/01 10:54 AM	732 548-5858	METUCHEN ,NJ	1.00	0.12
1454457	12/01 10:54 AM	201 794-0670	FAIR LAWN ,NJ	7.20	0.36
1354449	12/01 11:03 AM	516 653-4498	QUOGUE ,NY	1.00	0.12
1254857	12/01 11:48 AM	516 437-2200	FLORALPARK,NY	8.40	0.41
1154848	12/01 12:01 PM	201 222-5634	JERSEYCITY,NJ	2.60	0.18
1354751	12/01 12:09 PM	973 357-7828	PATERSON ,NJ	4.80	0.27
1554861	12/01 12:09 PM	201 860-9591	JERSEYCITY,NJ	1.00	0.12
1554920	12/01 12:16 PM	201 434-7127	JERSEYCITY,NJ	9.00	0.44
1155029	12/01 12:44 PM	908 862-0600	LINDEN ,NJ	1.00	0.12
1354910	12/01 12:47 PM	732 381-2700	RAHWAY ,NJ	1.40	0.13
1454900	12/01 12:49 PM	908 535-3329	CRANFORD ,NJ	1.00	0.12
1354915	12/01 12:50 PM	908 535-3329	CRANFORD ,NJ	1.00	0.12
1354938	12/01 12:55 PM	908 245-7190	ROSELLE ,NJ	1.50	0.14
1354952	12/01 12:58 PM	973 748-7474	BLOOMFIELD,NJ	1.00	0.12
1155099	12/01 12:59 PM	201 997-5900	KEARNY ,NJ	3.10	0.20
1457507	12/02 01:19 PM	516 237-6111	GARDENCITY,NY	5.00	0.28
1257873	12/02 01:19 PM	201 224-9224	CLIFFSIDE ,NJ	10.00	0.48
1257848	12/02 01:23 PM	973 581-1616	WHIPPANY ,NJ	1.10	0.12
1357637	12/02 01:30 PM	201 342-5222	HACKENSACK,NJ	2.00	0.16
1557880	12/02 01:34 PM	732 438-3200	MONMTH JCT,NJ	5.80	0.31
1557883	12/02 01:39 PM	973 398-8305	HOPATCONG ,NJ	1.50	0.14
1357699	12/02 01:40 PM	201 234-5012	JERSEYCITY,NJ	9.20	0.44
1257909	12/02 01:40 PM	201 444-1492	RIDGEWOOD ,NJ	1.00	0.12
1157896	12/02 01:43 PM	914 591-4850	IRVINGTON ,NY	4.20	0.24
1557919	12/02 01:48 PM	732 438-3258	MONMTH JCT,NJ	1.00	0.12
1258012	12/02 01:54 PM	973 249-0200	PASSAIC ,NJ	10.20	0.48
1357808	12/02 01:59 PM	201 794-0670	FAIR LAWN ,NJ	22.70	0.98
1157964	12/02 02:01 PM	914 337-1833	TUCKAHOE ,NY	1.50	0.14
1157984	12/02 02:02 PM	516 262-1450	NORTHPORT ,NY	5.60	0.30
1357843	12/02 02:33 PM	201 653-3318	JERSEYCITY,NJ	1.20	0.12
1158089	12/02 02:35 PM	973 720-4140	PATERSON ,NJ	1.00	0.12
1158159	12/02 02:53 PM	201 656-4838	JERSEYCITY,NJ	1.00	0.12
1258237	12/02 02:58 PM	516 627-4353	MANHASSET ,NY	1.00	0.12
1459021	12/02 03:15 PM	516 826-0560	WANTAGH ,NY	1.00	0.12
1359097	12/02 03:16 PM	516 826-0560	WANTAGH ,NY	1.00	0.12
1259492	12/02 03:18 PM	973 359-8098	MORRISTOWN,NJ	1.00	0.12
1559363	12/02 03:19 PM	201 339-3391	BAYONNE ,NJ	1.00	0.12
1159443	12/02 03:20 PM	201 914-6686	HACKENSACK,NJ	1.00	0.12
1359182	12/02 03:33 PM	973 373-5848	NEWARK ,NJ	1.60	0.14
1259604	12/02 03:42 PM	914 739-7941	PEEKSKILL ,NY	1.00	0.12
1359225	12/02 03:45 PM	201 695-0590	HACKENSACK,NJ	1.00	0.12
1359261	12/02 03:55 PM	973 899-8208	NEWARK ,NJ	1.00	0.12
1159708	12/02 04:08 PM	908 272-7111	CRANFORD ,NJ	3.10	0.20
1559674	12/02 04:10 PM	914 833-3300	LARCHMONT ,NY	16.40	0.73
1359348	12/02 04:14 PM	201 222-4802	JERSEYCITY,NJ	1.00	0.12
1559613	12/02 04:14 PM	201 695-0590	HACKENSACK,NJ	1.00	0.12
1259769	12/02 04:15 PM	201 612-0444	RIDGEWOOD ,NJ	1.00	0.12

1252359	11/30 01:55 PM	212 422-0202	NEW YORK ,NY	3.00	0.07
1252384	11/30 01:59 PM	212 392-3902	NEW YORK ,NY	4.60	0.09
1352347	11/30 02:00 PM	917 562-4059	QUEENS ,NY	3.00	0.07
1452361	11/30 02:02 PM	212 541-0546	NEW YORK ,NY	3.00	0.07
1352356	11/30 02:03 PM	212 541-0546	NEW YORK ,NY	3.00	0.07
1452364	11/30 02:04 PM	212 452-0166	NEW YORK ,NY	3.00	0.07
1152397	11/30 02:04 PM	212 644-3102	NEW YORK ,NY	3.00	0.07
1552432	11/30 02:04 PM	212 302-7588	NEW YORK ,NY	3.00	0.07
1452383	11/30 02:11 PM	917 368-7278	NEW YORK ,NY	3.00	0.07
1452393	11/30 02:12 PM	212 869-7687	NEW YORK ,NY	3.00	0.07
1552472	11/30 02:19 PM	212 947-4436	NEW YORK ,NY	3.00	0.07
1252457	11/30 02:22 PM	718 335-4544	QUEENS ,NY	5.80	0.11
1252523	11/30 02:32 PM	212 541-0546	NEW YORK ,NY	11.40	0.17
1252485	11/30 02:34 PM	212 532-1300	NEW YORK ,NY	3.00	0.07
1152500	11/30 02:38 PM	212 965-6400	NEW YORK ,NY	3.00	0.07
1452498	11/30 02:39 PM	212 339-2960	NEW YORK ,NY	11.70	0.18
1252512	11/30 02:40 PM	212 568-6330	NEW YORK ,NY	3.00	0.07
1252513	11/30 02:41 PM	917 562-4059	QUEENS ,NY	3.00	0.07
1552541	11/30 02:42 PM	212 982-8833	NEW YORK ,NY	3.00	0.07
1452477	11/30 02:44 PM	212 630-3516	NEW YORK ,NY	3.00	0.07
1452494	11/30 02:45 PM	212 880-6828	NEW YORK ,NY	4.80	0.09
1452497	11/30 02:50 PM	212 381-6943	NEW YORK ,NY	3.00	0.07
1252554	11/30 02:51 PM	718 446-2676	QUEENS ,NY	3.00	0.07
1152538	11/30 02:51 PM	212 636-5136	NEW YORK ,NY	3.00	0.07
1352543	11/30 02:58 PM	212 293-8705	NEW YORK ,NY	3.00	0.07
1152608	11/30 02:59 PM	212 274-0470	NEW YORK ,NY	8.50	0.14
1252609	11/30 03:07 PM	212 449-8565	NEW YORK ,NY	3.00	0.07
1552637	11/30 03:07 PM	212 463-0041	NEW YORK ,NY	3.00	0.07
1552640	11/30 03:07 PM	212 206-3120	NEW YORK ,NY	3.00	0.07
1152613	11/30 03:08 PM	212 827-2961	NEW YORK ,NY	3.00	0.07
1252614	11/30 03:08 PM	212 274-0999	NEW YORK ,NY	3.00	0.07
1252631	11/30 03:09 PM	212 274-0470	NEW YORK ,NY	4.00	0.08
1552644	11/30 03:09 PM	212 712-6002	NEW YORK ,NY	3.00	0.07
1152623	11/30 03:11 PM	212 645-5536	NEW YORK ,NY	3.00	0.07
1252745	11/30 03:20 PM	212 274-0470	NEW YORK ,NY	20.40	0.28
1452657	11/30 03:25 PM	718 665-7529	BRONX ,NY	10.00	0.16
1152680	11/30 03:27 PM	917 373-7520	QUEENS ,NY	3.00	0.07
1552719	11/30 03:30 PM	212 279-3735	NEW YORK ,NY	3.00	0.07
1352635	11/30 03:30 PM	212 422-0202	NEW YORK ,NY	3.00	0.07
1352637	11/30 03:31 PM	212 279-7016	NEW YORK ,NY	3.00	0.07
1352655	11/30 03:34 PM	212 514-5770	NEW YORK ,NY	3.30	0.08
1152783	11/30 03:37 PM	212 221-1713	NEW YORK ,NY	15.70	0.22
1352670	11/30 03:40 PM	212 761-2376	NEW YORK ,NY	3.00	0.07
1152739	11/30 03:43 PM	212 459-9410	NEW YORK ,NY	3.00	0.07
1252767	11/30 03:44 PM	212 490-6354	NEW YORK ,NY	3.00	0.07
1152751	11/30 03:45 PM	917 368-7278	NEW YORK ,NY	3.00	0.07
1352707	11/30 03:50 PM	212 253-9300	NEW YORK ,NY	3.00	0.07
1452754	11/30 03:53 PM	212 206-2840	NEW YORK ,NY	3.00	0.07
1552816	11/30 03:53 PM	212 392-3902	NEW YORK ,NY	3.00	0.07
1552834	11/30 03:58 PM	917 548-6407	NEW YORK ,NY	3.00	0.07
1452770	11/30 03:59 PM	212 832-3690	NEW YORK ,NY	3.00	0.07
1352743	11/30 04:04 PM	212 376-3672	NEW YORK ,NY	3.00	0.07
1152831	11/30 04:04 PM	212 424-0489	NEW YORK ,NY	3.00	0.07
1452799	11/30 04:05 PM	212 687-4450	NEW YORK ,NY	3.00	0.07
1552882	11/30 04:07 PM	212 372-0683	NEW YORK ,NY	3.00	0.07
1452802	11/30 04:07 PM	212 582-9400	NEW YORK ,NY	3.00	0.07
1252875	11/30 04:08 PM	212 765-5500	NEW YORK ,NY	3.00	0.07
1152873	11/30 04:17 PM	212 532-1300	NEW YORK ,NY	3.00	0.07
1552907	11/30 04:18 PM	212 421-9108	NEW YORK ,NY	3.00	0.07
1452851	11/30 04:22 PM	212 583-5531	NEW YORK ,NY	3.00	0.07
1452854	11/30 04:23 PM	212 986-4401	NEW YORK ,NY	3.00	0.07
1252925	11/30 04:25 PM	212 529-2884	NEW YORK ,NY	3.00	0.07
1252928	11/30 04:27 PM	917 953-1461	NEW YORK ,NY	3.00	0.07

1552975	11/30 04:31 PM	212 422-0202	NEW YORK ,NY	10.40	0.16
1452895	11/30 04:32 PM	212 392-3902	NEW YORK ,NY	3.40	0.08
1352817	11/30 04:33 PM	212 721-5296	NEW YORK ,NY	3.00	0.07
1452915	11/30 04:40 PM	212 475-0099	NEW YORK ,NY	3.00	0.07
1252994	11/30 04:43 PM	212 293-8705	NEW YORK ,NY	3.00	0.07
1152967	11/30 04:44 PM	212 625-6531	NEW YORK ,NY	3.00	0.07
1452934	11/30 04:46 PM	212 685-4933	NEW YORK ,NY	3.00	0.07
1253011	11/30 04:47 PM	212 767-6455	NEW YORK ,NY	3.00	0.07
1352864	11/30 04:48 PM	212 324-1512	MANHATTAN ,NY	3.00	0.07
1352876	11/30 04:49 PM	718 665-7529	BRONX ,NY	4.40	0.09
1553010	11/30 04:50 PM	212 625-6431	NEW YORK ,NY	3.00	0.07
1153005	11/30 04:50 PM	212 376-3672	NEW YORK ,NY	3.00	0.07
1253059	11/30 04:51 PM	212 965-6400	NEW YORK ,NY	12.80	0.19
1153067	11/30 04:52 PM	212 767-6805	NEW YORK ,NY	17.30	0.24
1153004	11/30 04:53 PM	917 548-6407	NEW YORK ,NY	3.00	0.07
1153010	11/30 04:53 PM	212 218-7973	NEW YORK ,NY	3.00	0.07
1253043	11/30 04:55 PM	212 625-6531	NEW YORK ,NY	3.00	0.07
1153016	11/30 04:55 PM	212 353-8400	NEW YORK ,NY	3.00	0.07
1153029	11/30 04:57 PM	212 270-5407	NEW YORK ,NY	3.00	0.07
1553058	11/30 05:03 PM	212 761-2376	NEW YORK ,NY	3.00	0.07
1352931	11/30 05:09 PM	212 877-7055	NEW YORK ,NY	3.00	0.07
1453039	11/30 05:12 PM	212 219-0290	NEW YORK ,NY	3.00	0.07
1553121	11/30 05:20 PM	212 424-0465	NEW YORK ,NY	9.50	0.15
1352975	11/30 05:22 PM	212 965-6400	NEW YORK ,NY	3.00	0.07
1153133	11/30 05:33 PM	212 452-0166	NEW YORK ,NY	3.00	0.07
1153134	11/30 05:34 PM	212 892-4359	NEW YORK ,NY	3.00	0.07
1453088	11/30 05:34 PM	212 238-3170	NEW YORK ,NY	3.00	0.07
1453122	11/30 05:45 PM	212 238-3170	NEW YORK ,NY	3.80	0.08
1253226	11/30 06:04 PM	212 965-6400	NEW YORK ,NY	4.50	0.09
1353073	11/30 06:12 PM	212 449-3209	NEW YORK ,NY	3.00	0.07
1253244	11/30 06:16 PM	212 706-0451	NEW YORK ,NY	5.70	0.10
1353082	11/30 06:18 PM	212 221-1713	NEW YORK ,NY	3.00	0.07
1153246	11/30 06:22 PM	212 229-5600	NEW YORK ,NY	3.00	0.07
1353089	11/30 06:22 PM	212 889-0942	NEW YORK ,NY	3.00	0.07
1253251	11/30 06:22 PM	917 860-7946	NEW YORK ,NY	3.00	0.07
1253273	11/30 06:23 PM	917 373-9782	QUEENS ,NY	12.00	0.18
1253275	11/30 06:37 PM	212 229-8930	NEW YORK ,NY	3.00	0.07
1453207	11/30 06:42 PM	212 206-3136	NEW YORK ,NY	3.00	0.07
1553296	11/30 06:43 PM	212 836-4916	NEW YORK ,NY	20.50	0.28
1353123	11/30 06:43 PM	212 237-4650	NEW YORK ,NY	3.00	0.07
1553281	11/30 06:50 PM	212 452-0166	NEW YORK ,NY	3.00	0.07
1253317	11/30 07:16 PM	212 452-0166	NEW YORK ,NY	3.00	0.07
1253384	11/30 07:43 PM	718 482-7900	QUEENS ,NY	3.00	0.07
1353236	11/30 07:45 PM	212 452-0166	NEW YORK ,NY	3.00	0.07
1453294	11/30 07:45 PM	212 452-0166	NEW YORK ,NY	3.00	0.07
1353235	11/30 07:45 PM	212 724-0292	NEW YORK ,NY	3.00	0.07
1453292	11/30 07:46 PM	212 384-4999	NEW YORK ,NY	3.00	0.07
1351360	11/30 07:50 AM	212 568-6330	NEW YORK ,NY	4.20	0.09
1553445	11/30 08:23 PM	212 452-0166	NEW YORK ,NY	3.00	0.07
1351376	11/30 08:33 AM	212 279-3233	NEW YORK ,NY	3.00	0.07
1353343	11/30 08:39 PM	212 452-0166	NEW YORK ,NY	3.00	0.07
1453376	11/30 08:46 PM	212 239-6200	NEW YORK ,NY	3.00	0.07
1453375	11/30 08:46 PM	917 548-6407	NEW YORK ,NY	3.00	0.07
1351417	11/30 09:09 AM	212 765-5500	NEW YORK ,NY	3.00	0.07
1351421	11/30 09:12 AM	212 253-0003	NEW YORK ,NY	3.00	0.07
1551422	11/30 09:12 AM	646 654-6000	NEW YORK ,NY	3.00	0.07
1251408	11/30 09:13 AM	718 721-1300	QUEENS ,NY	3.00	0.07
1351442	11/30 09:20 AM	212 627-3999	NEW YORK ,NY	3.00	0.07
1451442	11/30 09:25 AM	212 651-7625	NEW YORK ,NY	3.00	0.07
1451448	11/30 09:28 AM	212 651-7609	NEW YORK ,NY	3.00	0.07
1251458	11/30 09:28 AM	212 339-2960	NEW YORK ,NY	7.30	0.12
1251464	11/30 09:36 AM	917 915-0930	NEW YORK ,NY	3.00	0.07

11/30 09:37 AM	212 909-0790	NEW YORK, NY	3.00
11/30 09:39 AM	718 692-8514	BROOKLYN, NY	3.00
11/30 09:40 AM	718 444-0611	BROOKLYN, NY	3.00
11/30 09:49 AM	718 335-4544	QUEENS, NY	3.00
11/30 09:52 AM	212 288-5700	NEW YORK, NY	3.00
11/30 10:01 AM	212 997-7558	NEW YORK, NY	3.00
11/30 10:02 AM	212 221-1713	NEW YORK, NY	3.20
11/30 10:04 PM	917 548-6407	NEW YORK, NY	3.00
11/30 10:05 AM	212 973-1356	NEW YORK, NY	3.00
11/30 10:05 AM	212 664-3926	NEW YORK, NY	3.00
11/30 10:08 AM	212 421-3490	NEW YORK, NY	15.50
11/30 10:10 AM	212 625-6531	NEW YORK, NY	3.00
11/30 10:12 AM	212 687-5440	NEW YORK, NY	3.00
11/30 10:14 AM	212 944-8000	NEW YORK, NY	3.00
11/30 10:14 AM	212 274-0470	NEW YORK, NY	3.00
11/30 10:14 AM	212 944-8000	NEW YORK, NY	3.00
11/30 10:17 AM	212 761-2376	NEW YORK, NY	3.60
11/30 10:18 AM	212 931-6800	NEW YORK, NY	3.00
11/30 10:21 AM	212 533-6602	NEW YORK, NY	9.80
11/30 10:24 AM	718 392-0419	QUEENS, NY	3.00
11/30 10:31 AM	212 965-6534	NEW YORK, NY	3.00
11/30 10:31 AM	212 947-4436	NEW YORK, NY	3.00
11/30 10:35 AM	212 597-1629	NEW YORK, NY	9.00
11/30 10:38 AM	718 665-7529	BRONX, NY	3.00
11/30 10:45 AM	212 931-9828	NEW YORK, NY	3.00
11/30 10:47 AM	212 982-3550	NEW YORK, NY	3.00
11/30 10:48 AM	718 384-2074	BROOKLYN, NY	3.00
11/30 10:48 AM	212 339-2960	NEW YORK, NY	16.80
11/30 10:50 AM	212 759-5463	NEW YORK, NY	3.00
11/30 10:52 AM	646 654-6000	NEW YORK, NY	4.60
11/30 10:53 AM	212 685-3938	NEW YORK, NY	11.90
11/30 10:55 AM	212 645-5536	NEW YORK, NY	3.00
11/30 10:58 AM	212 392-3902	NEW YORK, NY	3.00
11/30 10:58 PM	718 482-7900	QUEENS, NY	3.00
11/30 11:01 AM	212 391-3515	NEW YORK, NY	3.00
11/30 11:04 AM	212 944-8000	NEW YORK, NY	3.00
11/30 11:06 AM	212 473-1452	NEW YORK, NY	5.90
11/30 11:09 AM	212 339-2960	NEW YORK, NY	3.00
11/30 11:11 AM	212 965-6499	NEW YORK, NY	3.00
11/30 11:11 AM	212 597-1629	NEW YORK, NY	3.00
11/30 11:12 AM	212 979-2166	NEW YORK, NY	3.00
11/30 11:12 AM	212 965-6413	NEW YORK, NY	3.00
11/30 11:14 PM	917 548-6407	NEW YORK, NY	3.00
11/30 11:16 AM	212 253-9300	NEW YORK, NY	3.00
11/30 11:17 AM	212 253-9300	NEW YORK, NY	3.00
11/30 11:18 AM	212 391-3515	NEW YORK, NY	3.80
11/30 11:22 AM	212 221-1713	NEW YORK, NY	3.00
11/30 11:24 AM	212 889-0667	NEW YORK, NY	3.00
11/30 11:26 AM	718 328-1620	BRONX, NY	19.10
11/30 11:27 AM	212 206-4433	NEW YORK, NY	3.00
11/30 11:27 AM	212 452-0166	NEW YORK, NY	3.00
11/30 11:28 AM	212 535-8123	NEW YORK, NY	3.00
11/30 11:30 AM	212 822-4610	NEW YORK, NY	3.00
11/30 11:34 AM	212 242-4848	NEW YORK, NY	3.00
11/30 11:35 AM	212 456-3788	NEW YORK, NY	3.00
11/30 11:36 AM	212 633-3300	NEW YORK, NY	3.00
11/30 11:37 AM	212 253-0810	NEW YORK, NY	3.00
11/30 11:39 AM	212 757-8381	NEW YORK, NY	3.00
11/30 11:40 AM	212 889-4327	NEW YORK, NY	3.50
11/30 11:40 AM	212 274-0470	NEW YORK, NY	3.00
11/30 11:43 AM	212 815-8355	NEW YORK, NY	3.00
11/30 11:44 AM	212 339-2960	NEW YORK, NY	3.00

1251936	11/30 11:46 AM	212 645-5536	NEW YORK ,NY	3.00	0.07
1351937	11/30 11:48 AM	212 597-1629	NEW YORK ,NY	3.00	0.07
1151945	11/30 11:49 AM	212 815-8355	NEW YORK ,NY	3.00	0.07
1351945	11/30 11:51 AM	212 889-0942	NEW YORK ,NY	3.00	0.07
1352020	11/30 11:56 AM	212 572-4358	NEW YORK ,NY	16.00	0.23
1551994	11/30 11:57 AM	212 293-8710	NEW YORK ,NY	3.00	0.07
1352003	11/30 12:07 PM	212 206-3120	NEW YORK ,NY	3.00	0.07
1352025	11/30 12:11 PM	718 482-7900	QUEENS ,NY	3.20	0.07
1252055	11/30 12:17 PM	212 885-3817	NEW YORK ,NY	3.00	0.07
1252075	11/30 12:23 PM	212 572-4358	NEW YORK ,NY	3.00	0.07
1452084	11/30 12:23 PM	212 223-9205	NEW YORK ,NY	3.00	0.07
1152109	11/30 12:29 PM	212 973-1356	NEW YORK ,NY	3.00	0.07
1152136	11/30 12:37 PM	917 368-7278	NEW YORK ,NY	3.00	0.07
1452148	11/30 12:39 PM	212 459-9410	NEW YORK ,NY	3.00	0.07
1152207	11/30 12:56 PM	212 496-9391	NEW YORK ,NY	5.20	0.10
1455012	12/01 01:12 PM	718 482-7900	QUEENS ,NY	3.70	0.08
1255183	12/01 01:16 PM	212 424-0556	NEW YORK ,NY	3.90	0.08
1355019	12/01 01:16 PM	646 562-3451	NEW YORK ,NY	3.00	0.07
1455014	12/01 01:16 PM	718 384-2074	BROOKLYN ,NY	3.00	0.07
1355026	12/01 01:17 PM	718 384-2074	BROOKLYN ,NY	3.00	0.07
1355030	12/01 01:18 PM	212 956-0639	NEW YORK ,NY	3.00	0.07
1355056	12/01 01:26 PM	212 645-5536	NEW YORK ,NY	3.00	0.07
1455057	12/01 01:28 PM	212 421-9108	NEW YORK ,NY	3.00	0.07
1455139	12/01 01:29 PM	212 852-7392	NEW YORK ,NY	18.80	0.26
1255234	12/01 01:31 PM	212 573-1190	NEW YORK ,NY	3.20	0.07
1255272	12/01 01:38 PM	212 206-2843	NEW YORK ,NY	4.50	0.09
1555265	12/01 01:47 PM	212 384-4307	NEW YORK ,NY	3.00	0.07
1455154	12/01 01:52 PM	917 373-7520	QUEENS ,NY	3.00	0.07
1555309	12/01 01:53 PM	212 392-3902	NEW YORK ,NY	5.40	0.10
1555289	12/01 01:54 PM	646 562-3451	NEW YORK ,NY	3.00	0.07
1355181	12/01 01:56 PM	917 860-7946	NEW YORK ,NY	3.00	0.07
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1155417	12/01 02:22 PM	212 268-4385	NEW YORK ,NY	3.00	0.07
1255506	12/01 02:36 PM	212 221-1713	NEW YORK ,NY	3.00	0.07
1555467	12/01 02:38 PM	212 983-8585	NEW YORK ,NY	3.00	0.07
1555476	12/01 02:38 PM	212 582-9400	NEW YORK ,NY	3.00	0.07
1155519	12/01 02:43 PM	212 977-6688	NEW YORK ,NY	8.10	0.13
1155619	12/01 02:47 PM	212 430-6414	NEW YORK ,NY	22.90	0.31
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1555561	12/01 02:57 PM	212 366-5055	NEW YORK ,NY	3.00	0.07
1455485	12/01 03:15 PM	212 206-3188	NEW YORK ,NY	3.00	0.07
1255674	12/01 03:16 PM	212 353-3005	NEW YORK ,NY	3.00	0.07
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1156035	12/01 04:41 PM	212 973-1356	NEW YORK ,NY	3.00	0.07
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1256218	12/01 05:20 PM	212 391-3515	NEW YORK ,NY	3.00	0.07
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1256234	12/01 05:25 PM	212 486-1604	NEW YORK ,NY	3.00	0.07
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1556353	12/01 05:55 PM	212 691-4700	NEW YORK ,NY	14.20	0.21
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1456117	12/01 06:07 PM	917 548-6407	NEW YORK ,NY	3.00	0.07
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1156405	12/01 06:32 PM	718 745-2292	BROOKLYN ,NY	3.00	0.07
1356233	12/01 06:35 PM	212 737-3563	NEW YORK ,NY	3.00	0.07

1456173	12/01 06:36 PM	212 737-3563	NEW YORK ,NY	3.00	0.07
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1356255	12/01 06:44 PM	212 237-4650	NEW YORK ,NY	3.00	0.07
1356289	12/01 06:56 PM	212 706-0450	NEW YORK ,NY	3.50	0.08
1456248	12/01 07:29 PM	212 381-6858	NEW YORK ,NY	3.00	0.07
1556494	12/01 07:33 PM	718 482-7900	QUEENS ,NY	3.00	0.07
1256553	12/01 07:33 PM	718 482-7900	QUEENS ,NY	11.00	0.17
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1356383	12/01 07:49 PM	917 373-7520	QUEENS ,NY	31.00	0.41
1356363	12/01 07:56 PM	212 452-0166	NEW YORK ,NY	3.00	0.07
1556527	12/01 07:56 PM	718 482-7900	QUEENS ,NY	3.00	0.07
1356375	12/01 07:57 PM	718 482-7900	QUEENS ,NY	10.80	0.17
1554058	12/01 08:05 AM	212 421-3490	NEW YORK ,NY	3.00	0.07
1456299	12/01 08:16 PM	917 548-6407	NEW YORK ,NY	3.00	0.07
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1456328	12/01 08:55 PM	917 548-6407	NEW YORK ,NY	3.00	0.07
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1454012	12/01 09:08 AM	212 206-4295	NEW YORK ,NY	3.00	0.07
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1154201	12/01 09:30 AM	917 373-7520	QUEENS ,NY	3.00	0.07
1254199	12/01 09:30 AM	212 376-3672	NEW YORK ,NY	3.00	0.07
1154207	12/01 09:31 AM	212 997-7558	NEW YORK ,NY	3.00	0.07
1454086	12/01 09:35 AM	917 204-8715	NEW YORK ,NY	3.00	0.07
1156609	12/01 09:38 PM	212 452-0166	NEW YORK ,NY	3.00	0.07
1154231	12/01 09:39 AM	212 424-0489	NEW YORK ,NY	3.00	0.07
1154233	12/01 09:39 AM	212 219-0290	NEW YORK ,NY	3.00	0.07
1254222	12/01 09:40 AM	212 219-0290	NEW YORK ,NY	3.00	0.07
1154252	12/01 09:40 AM	646 654-6000	NEW YORK ,NY	4.80	0.09
1354094	12/01 09:41 AM	212 219-0290	NEW YORK ,NY	3.00	0.07
1554254	12/01 09:47 AM	646 562-3451	NEW YORK ,NY	5.50	0.10
1354145	12/01 09:48 AM	212 532-1300	NEW YORK ,NY	5.80	0.11
1354129	12/01 09:50 AM	212 424-0489	NEW YORK ,NY	3.00	0.07
1254289	12/01 09:55 AM	212 302-7588	NEW YORK ,NY	3.00	0.07
1456358	12/01 09:57 PM	917 548-6407	NEW YORK ,NY	3.00	0.07
1454182	12/01 09:58 AM	212 392-3902	NEW YORK ,NY	3.00	0.07
1554299	12/01 10:00 AM	212 675-1900	NEW YORK ,NY	3.00	0.07
1154400	12/01 10:04 AM	212 229-5600	NEW YORK ,NY	12.50	0.19
1454206	12/01 10:04 AM	212 947-4436	NEW YORK ,NY	3.00	0.07
1154352	12/01 10:05 AM	212 741-0272	NEW YORK ,NY	3.00	0.07
1554332	12/01 10:06 AM	917 834-4444	QUEENS ,NY	3.00	0.07
1256656	12/01 10:06 PM	212 452-0166	NEW YORK ,NY	3.00	0.07
1254362	12/01 10:07 AM	212 523-4000	NEW YORK ,NY	4.40	0.09
1254345	12/01 10:08 AM	212 493-7758	NEW YORK ,NY	3.00	0.07
1254350	12/01 10:08 AM	212 947-4436	NEW YORK ,NY	3.00	0.07
1254383	12/01 10:15 AM	212 449-3209	NEW YORK ,NY	3.00	0.07
1554380	12/01 10:18 AM	212 366-5055	NEW YORK ,NY	3.00	0.07
1454273	12/01 10:19 AM	212 573-1190	NEW YORK ,NY	3.00	0.07
1454280	12/01 10:19 AM	212 206-7323	NEW YORK ,NY	3.00	0.07
1454282	12/01 10:21 AM	212 391-3515	NEW YORK ,NY	3.00	0.07
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1354277	12/01 10:26 AM	718 728-9331	QUEENS ,NY	3.00	0.07
1256665	12/01 10:29 PM	718 482-7900	QUEENS ,NY	3.00	0.07
1254485	12/01 10:34 AM	646 654-6000	NEW YORK ,NY	3.00	0.07
1554474	12/01 10:36 AM	212 750-2485	NEW YORK ,NY	3.00	0.07
1154528	12/01 10:45 AM	212 229-5600	NEW YORK ,NY	3.00	0.07
1254529	12/01 10:46 AM	212 475-0099	NEW YORK ,NY	3.00	0.07
1254535	12/01 10:48 AM	212 852-7392	NEW YORK ,NY	3.00	0.07
1454409	12/01 10:50 AM	212 523-4000	NEW YORK ,NY	3.00	0.07

1354409	12/01 10:56 AM	917 373-7528	QUEENS ,NY	3.00	0.07
1354414	12/01 10:57 AM	212 653-4498	NEW YORK ,NY	3.00	0.07
1454495	12/01 10:58 AM	212 582-9400	NEW YORK ,NY	12.30	0.18
1554570	12/01 11:01 AM	212 392-3902	NEW YORK ,NY	3.00	0.07
1554578	12/01 11:04 AM	212 573-1190	NEW YORK ,NY	3.00	0.07
1354473	12/01 11:07 AM	718 328-1620	BRONX ,NY	3.00	0.07
1554646	12/01 11:09 AM	212 687-1105	NEW YORK ,NY	11.40	0.17
1456375	12/01 11:15 PM	718 482-7900	QUEENS ,NY	3.00	0.07
1154655	12/01 11:16 AM	212 712-6002	NEW YORK ,NY	3.00	0.07
1554630	12/01 11:17 AM	212 877-6434	NEW YORK ,NY	3.00	0.07
1454542	12/01 11:19 AM	212 877-6434	NEW YORK ,NY	3.00	0.07
1554656	12/01 11:21 AM	212 947-4436	NEW YORK ,NY	3.00	0.07
1356461	12/01 11:21 PM	917 548-6407	NEW YORK ,NY	3.00	0.07
1454565	12/01 11:25 AM	212 683-0085	NEW YORK ,NY	3.00	0.07
1454568	12/01 11:25 AM	212 683-0085	NEW YORK ,NY	3.00	0.07
1454574	12/01 11:26 AM	212 477-0777	NEW YORK ,NY	3.00	0.07
1354555	12/01 11:28 AM	212 551-7876	NEW YORK ,NY	3.00	0.07
1354566	12/01 11:31 AM	212 815-6580	NEW YORK ,NY	3.00	0.07
1354589	12/01 11:34 AM	212 399-4291	NEW YORK ,NY	3.00	0.07
1356463	12/01 11:35 PM	917 548-6407	NEW YORK ,NY	3.00	0.07
1254766	12/01 11:36 AM	212 210-1417	NEW YORK ,NY	3.00	0.07
1254772	12/01 11:37 AM	212 808-4743	NEW YORK ,NY	3.00	0.07
1456379	12/01 11:39 PM	718 482-7900	QUEENS ,NY	3.00	0.07
1556625	12/01 11:40 PM	718 482-7900	QUEENS ,NY	3.00	0.07
1554748	12/01 11:42 AM	212 827-2961	NEW YORK ,NY	3.00	0.07
1554746	12/01 11:42 AM	212 392-3902	NEW YORK ,NY	3.00	0.07
1154789	12/01 11:46 AM	212 221-1713	NEW YORK ,NY	3.00	0.07
1454738	12/01 11:46 AM	212 274-0470	NEW YORK ,NY	20.50	0.28
1554793	12/01 11:50 AM	212 421-3490	NEW YORK ,NY	3.90	0.08
1254838	12/01 11:52 AM	212 582-9400	NEW YORK ,NY	3.00	0.07
1354697	12/01 11:56 AM	212 391-3515	NEW YORK ,NY	4.90	0.09
1354821	12/01 12:05 PM	212 573-1190	NEW YORK ,NY	22.90	0.31
1554877	12/01 12:07 PM	212 983-8585	NEW YORK ,NY	5.90	0.11
1554952	12/01 12:14 PM	718 728-9331	QUEENS ,NY	18.70	0.26
1354758	12/01 12:15 PM	212 452-0166	NEW YORK ,NY	3.00	0.07
1454766	12/01 12:15 PM	212 452-0166	NEW YORK ,NY	3.00	0.07
1454782	12/01 12:17 PM	917 741-6233	QUEENS ,NY	3.00	0.07
1154929	12/01 12:20 PM	212 392-3902	NEW YORK ,NY	3.00	0.07
1154935	12/01 12:21 PM	212 885-3817	NEW YORK ,NY	3.00	0.07
1354899	12/01 12:33 PM	212 751-0171	NEW YORK ,NY	13.10	0.19
1454904	12/01 12:40 PM	646 562-3451	NEW YORK ,NY	9.80	0.15
1354914	12/01 12:45 PM	212 573-1190	NEW YORK ,NY	5.00	0.10
1255072	12/01 12:48 PM	212 366-5055	NEW YORK ,NY	3.00	0.07
1255104	12/01 12:52 PM	917 368-7278	NEW YORK ,NY	6.10	0.11
1454943	12/01 12:59 PM	212 869-7687	NEW YORK ,NY	3.00	0.07
1257765	12/02 01:02 PM	212 929-3645	NEW YORK ,NY	3.00	0.07
1457432	12/02 01:06 PM	212 569-7701	NEW YORK ,NY	3.00	0.07
1157740	12/02 01:06 PM	718 482-7900	QUEENS ,NY	3.00	0.07
1257837	12/02 01:08 PM	646 342-6733	NEW YORK ,NY	12.80	0.19
1357594	12/02 01:15 PM	917 826-7009	NEW YORK ,NY	4.30	0.09
1357592	12/02 01:18 PM	212 636-8530	NEW YORK ,NY	3.00	0.07
1557842	12/02 01:30 PM	212 977-6688	NEW YORK ,NY	3.00	0.07
1557857	12/02 01:35 PM	212 905-2141	NEW YORK ,NY	3.00	0.07
1157866	12/02 01:37 PM	212 352-2822	NEW YORK ,NY	3.00	0.07
1557878	12/02 01:38 PM	212 479-4424	NEW YORK ,NY	3.00	0.07
1357680	12/02 01:39 PM	212 376-3672	NEW YORK ,NY	4.80	0.09
1457578	12/02 01:44 PM	212 376-3672	NEW YORK ,NY	3.00	0.07
1157902	12/02 01:46 PM	212 759-3000	NEW YORK ,NY	3.00	0.07
1557929	12/02 01:48 PM	212 449-3209	NEW YORK ,NY	3.00	0.07
1157936	12/02 01:55 PM	212 759-3000	NEW YORK ,NY	3.00	0.07
1257983	12/02 01:57 PM	212 708-2186	NEW YORK ,NY	3.00	0.07
1557952	12/02 01:58 PM	212 880-4585	NEW YORK ,NY	3.00	0.07
1257993	12/02 01:59 PM	212 627-3999	NEW YORK ,NY	3.00	0.07

**FILED**

MAR 03 2000

SEYMOUR MARGULIES, J.S.C.

**CHASAN, LEYNER, BARISO & LAMPARELLO**  
A Professional Corporation  
300 Harmon Meadow Boulevard  
Secaucus, New Jersey 07094  
(201) 348-6000  
Attorneys for plaintiff Diane Raia  
File No. 12467-7867

**DIANE RAIA,**

Plaintiff,

vs.

**JMJ CONNECTIONS LTD,  
d/b/a JMJ ON-LINE, FUTURE  
COMM 2000 and JERRY  
GORDON,**

Defendants.

**SUPERIOR COURT OF NEW JERSEY  
HUDSON COUNTY: LAW DIVISION  
DOCKET NO. HUD-L-4304-99**

Civil Action

**CONSENT ORDER COMPELLING  
SUBSTITUTION OF ATTORNEY,  
TURNOVER OF FILE AND LIEN FOR  
SERVICES**

This matter having been opened to the Court upon application of Chasan, Leyner, Bariso & Lamparello, P.C., attorneys for plaintiff, for an Order compelling plaintiff's former counsel, Ambrosio, Kyreakakis, DiLorenzo, Moraff & McKenna, to execute a Substitution of Attorney and to turn over plaintiff's complete file, and it appearing that plaintiff's former attorneys, Ambrosio, Kyreakakis, DiLorenzo, Moraff & McKenna, have consented to the entry of this Order, on notice to Edwards & Angell, attorneys for defendants, and for good cause shown;

IT IS on this 3<sup>rd</sup> day of FEBRUARY, 2000

ORDERED as follows:

1. The law firm of Ambrosio, Kyreakakis, DiLorenzo, Moraff & McKenna is hereby ordered to execute a Substitution of Attorney with regard to the above-captioned matter, naming Chasan, Leyner, Barisk & Lamparello, P.C. as superseding counsel, within seven days of the entry of this order.

2. The law firm of Ambrosio, Kyreakakis, DiLorenzo, Moraff & McKenna is hereby ordered to relinquish and turn over to plaintiff's new counsel, the entire contents of plaintiff's original file, within seven days of the entry of this order.

3. Pursuant to N.J.S.A. 2A:13-5, the law firm of Ambrosio, Kyreakakis, DiLorenzo, Moraff & McKenna shall have a lien for compensation upon plaintiff's action, which shall contain and attach to a verdict, settlement, judgment or final order in plaintiff's favor, and the proceeds thereof in whosoever hands they may come.

4. The return date for the pending Motion for Instruction and Motion to Enforce Settlement is hereby carried until Friday, March 17, 2000.

5. A copy of this Order shall be served upon all counsel within seven days of receipt from the Court.

OPPOSED \_\_\_\_\_

UNOPPOSED   *p*  

  
HON. SEYMOUR MARGULIES, J.S.C.

SEYMOUR MARGULIES, J.S.C.

RETIRED AND TEMPORARILY

ASSIGNED ON RECALL

We hereby consent to the form and entry of the above Order.

**CHASAN, LEYNER, BARISO & LAMPARELLO, P.C.**  
Attorneys for Plaintiff

By: \_\_\_\_\_  
**RALPH J. LAMPARELLO**

**AMBROSIO, KYREAKAKIS, DILORENZO, MORAFF & MCKENNA**  
Former Attorneys for Plaintiff

By:  \_\_\_\_\_  
**KEITH A. MCKENNA**

Dated: *March 2, 2000*

EDWARDS & ANGELL, LLP  
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Short Hills, New Jersey 07078-2701  
(973) 376-7700  
Attorneys for Defendants JMJ Connections LTD.  
d/b/a JMJ On-Line FutureComm 2000 and Jerry Gordon

**FILED**

**JUN 01 2000**

**SEYMOUR MARGULIES, J.S.C.**

DIANE RAIA	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION: HUDSON COUNTY
Plaintiff,	:	
	:	
v.	:	DOCKET NO.: HUD-L-4304-99
	:	
JMJ CONNECTIONS LTD. d/b/a JMJ On-Line	:	Civil Action
FutureComm 2000 and Jerry Gordon	:	
	:	<b>ORDER</b>
Defendant.	:	

This matter having been brought before the Court by this Court on Friday, March 3, 2000 by way of cross-motion of Edwards & Angell, LLP, attorneys for defendants, for an Order Enforcing Settlement, upon notice to Keith A. McKenna, Esq., as former counsel to plaintiff, Diane Raia, and Chasan Leyner Bariso & Lamparello, P.C., as substituted counsel for plaintiff, Raia, and upon cross-motion to vacate the Stipulation of Dismissal With Prejudice filed in this matter brought on behalf of plaintiff by Chasan Leyner Bariso & Lamparello, and the Court having considered the several submissions by all counsel, including briefs, letter memoranda and certifications, and arguments of counsel on behalf of the parties and the pleadings on file, and good cause having been shown;

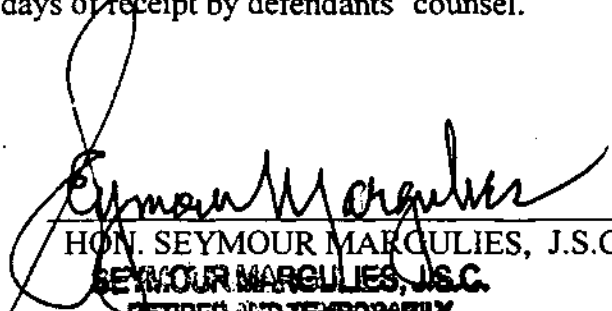
IT IS on this 15<sup>th</sup> day of June, 2000,

Ordered that:

*asaf* 3/28/00

1. This Court shall defer judgment on the motion on behalf of defendants to enforce the settlement entered into in this matter and the motion on behalf of plaintiff, Raia to vacate the Stipulation of Dismissal With Prejudice filed with this Court, pending a further hearing on this matter.

2. A true copy of this Order shall be served by regular mail upon all parties counsel for and plaintiff within seven (7) days of receipt by defendants' counsel.



HON. SEYMOUR MARGULIES, J.S.C.  
SEYMOUR MARGULIES, J.S.C.  
RETIRED AND TEMPORARILY  
ASSIGNED ON RECALL