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Christopher L. Deininger, Esq., N.J. Bar ID No. 004271996
DEININGER & ASSOCIATES, LLP
415 Route 10, Suite 1
Randolph, New Jersey 07869
(973) 879-1610; Fax (973) 361-1241
Attorneys for Plaintiff

MICHAEL L. BARISONE,	:	SUPERIOR COURT
	:	OF NEW JERSEY
<i>Plaintiff,</i>	:	LAW DIVISION – MORRIS
v.	:	COUNTY
	:	
THE STATE OF NEW JERSEY; NEW	:	
JERSEY DEPARTMENT OF HUMAN	:	
SERVICES; GREYSTONE PARK	:	DOCKET NO.: MRS-L-____-25
PSYCHIATRIC HOSPITAL;	:	
ANTHONY GOTAY, M.D.; ROCHELLE	:	
FRIEDMAN, PSY.D.; SARAH	:	
PACHNER, PSY.D.; LINDSAY	:	COMPLAINT & JURY DEMAND
WILKINSON, PSY.D.; DEBORAH	:	
KNAPP, ESQ.; JOHN & JANE DOE 1-	:	
20, & ABC COMPANY 1-20,	:	
<i>Defendants.</i>	:	
	:	
	:	
	:	

Plaintiff MICHAEL L. BARISONE, as and for his Complaint against the defendants (collectively, the “Defendants”), by and through his attorneys, states the following claims, causes of action, and allegations:

FACTS COMMON TO ALL COUNTS

1. Plaintiff MICHAEL L. BARISONE (“BARISONE”) is a former psychiatric patient committed involuntarily to the care and custody of the State of New Jersey as a Krol patient, having been found by a jury of his peers to be “not guilty” and/or “not guilty by reason of insanity” in April 2022, in the matter of State of New Jersey v. Michael Barisone, New Jersey Superior Court, Law Division, Morris County, Criminal Part, Indictment No. 19-12-00999-I (the “criminal matter”).

2. Defendant STATE OF NEW JERSEY (the “STATE”) is a governmental entity, amenable suit under the New Jersey *Tort Claims Act*, N.J.S.A. §§ 59:1-1 et seq., and/or under other statutes, laws, rules and regulations enacted or adopted in New Jersey.

3. Defendant NEW JERSEY DEPARTMENT OF HUMAN SERVICES (“NJDOHS”) is a governmental department created, organized, existing under, and operated by the STATE, amenable suit under the New Jersey *Tort Claims Act*, N.J.S.A. §§ 59:1-1 et seq., and/or under other statutes, laws, rules and regulations enacted or adopted in New Jersey.

4. Defendant GREYSTONE PARK PSYCHIATRIC HOSPITAL (“GREYSTONE”), is a hospital healthcare facility owned, controlled, and operated by the STATE. Greystone is located in Morris Plains, New Jersey, and is staffed and managed by the STATE, through the NJDOHS. Like the other defendants, GREYSTONE is amenable suit under the New Jersey *Tort Claims Act*, N.J.S.A. §§ 59:1-1 et seq., and/or under other statutes, laws, rules and regulations enacted or adopted in New Jersey.

5. The Ann Klein Forensic Center (the “Ann Klein Center”), not named as a defendant here, is another hospital healthcare facility owned, controlled, and operated by the STATE. The Ann Klein Center is located in Trenton, New Jersey, and is staffed and managed by the STATE, through the NJDOHS.

6. Defendant ANTHONY GOTAY, M.D. (“GOTAY”), is a psychiatrist working at GREYSTONE under the direction, supervision, and control of the STATE and/or NJDOHS. Like the other defendants, GOTAY is personally and professionally amenable suit under the New Jersey *Tort Claims Act*, N.J.S.A. §§ 59:1-1 et seq., and/or under other statutes, laws, rules and regulations enacted or adopted in New Jersey.

7. Defendant ROCHELLE FRIEDMAN, PSY.D. (“FRIEDMAN”), is a psychologist and/or licensed clinical social worker, working at GREYSTONE under the direction, supervision, and control of the STATE and/or NJDOHS. Like the other defendants, FRIEDMAN is personally and professionally amenable suit under the New Jersey *Tort Claims Act*, N.J.S.A. §§ 59:1-1 et seq., and/or under other statutes, laws, rules and regulations enacted or adopted in New Jersey.

8. Defendant SARAH PACHNER, PSY.D. (“PACHNER”), is a psychologist and/or licensed clinical social worker, working at GREYSTONE under the direction, supervision, and control of the STATE and/or NJDOHS. Like the other defendants, PACHNER is personally and professionally amenable suit under the New Jersey *Tort Claims Act*, N.J.S.A. §§ 59:1-1 et seq., and/or under other statutes, laws, rules and regulations enacted or adopted in New Jersey.

9. Defendant LINDSAY WILKINSON, PSY.D. (“WILKINSON”), is a psychologist and/or licensed clinical social worker, working at GREYSTONE under the direction, supervision, and control of the STATE and/or NJDOHS. Like the other defendants, WILKINSON is personally and professionally amenable suit under the New Jersey *Tort Claims Act*, N.J.S.A. §§ 59:1-1 et seq., and/or under other statutes, laws, rules and regulations enacted or adopted in New Jersey.

10. Defendant DEBORAH KNAPP, ESQ. (“KNAPP”), is an in-house attorney working at GREYSTONE under the direction, supervision, and control of the STATE and/or NJDOHS. Like the other defendants, KNAPP is personally and professionally amenable suit under the New Jersey *Tort Claims Act*, N.J.S.A. §§ 59:1-1 et seq., and/or under other statutes, laws, rules and regulations enacted or adopted in New Jersey.

11. Ildiko Spence (“Spence”), is an administrative assistant to KNAPP, working at GREYSTONE under the direction, supervision, and control of the STATE and/or NJDOHS.

12. Defendants ABC COMPANY 1-20 are/were, at all relevant times, business entities associated with, own and/or operated by, and/or performing services for the STATE, NJDOHS, and/or GREYSTONE, responsible for actions, acts, and/or omissions, that caused injury and resulting damages to BARISONE, during and/or in connection with his hospitalization at GREYSTONE. Despite reasonable and diligent inquiry, the names/identities of those entities presently are unknown to BARISONE.

13. Defendants John & Jane Does 1-20 are/were, at all relevant times, persons working as employees and/or agents of the STATE, of NJDOHS, of GREYSTONE, and/or of ABC COMPANY 1-20, personally and/or professionally responsible for actions, acts, and/or omissions, which caused injury and resulting damages to BARISONE, during and/or in connection with his hospitalization at GREYSTONE. Despite reasonable and diligent inquiry, the names/identities of those persons presently are unknown to BARISONE.

14. For purposes of this pleading, the following persons/entities will be referenced, collectively, as the “Defendants”: the STATE; NJDOHS; GREYSTONE and its officers, management, managers, agents and employees; GOTAY; FRIEDMAN; PACHNER; WILKINSON; KNAPP; ABC Companies 1 through 20; and, John & Jane Does 1-20.

15. On or about August 7, 2019, after months of stalking and harassment by an abusive, criminally-minded “student” together with her family members and “boyfriend,” BARISONE suffered (in layperson’s terms) a psychotic episode and mental breakdown resulting in an alleged shooting of the “student” and/or her “boyfriend.”

16. Arrested and charged with serious crimes (including attempted murder), BARISONE was dispatched to the Morris County Correctional Facility where he was held without bail pending trial.

17. BARISONE's case went to trial in or about March 2022, during which numerous witnesses (including mental health experts) provided overwhelming evidence in support of BARISONE's not-guilty-by-reason-of-temporary-insanity defense.

18. Following several weeks of testimony and other court proceedings, BARISONE was acquitted/absolved of any and all criminal responsibility for the alleged crime based upon the Jury's finding that BARISONE was "not guilty by reason of insanity" of charges stemming from the shooting of the "student," and "not guilty" of charges stemming from the alleged attempted shooting at her "boyfriend."

19. BARISONE's alleged crimes, his criminal trial, and the resulting jury verdict were the subject of repeated reporting in the press (including the *New York Times*); a televised trial (from opening statements through to the verdict); a multitude of podcasts and programs televised on the Internet; and, national broadcast television in the season-premier, 2022 episode of the CBS News program *48 Hours*.

20. Through and as a result of the national and international news coverage of those events, it was widely reported and widely known that BARISONE suffered not from any long-term mental illness/psychosis such as schizophrenia, bipolar disorder, and/or the like; but rather (again in layperson's terms) that BARISONE's psychotic breakdown was an isolated incident caused by the stalking and harassment visited upon him by the "student," her "boyfriend," and certain members of her family.

21. As a result of that verdict, BARISONE became subject to certain controls, commitments, and procedures, under New Jersey law commonly known as "Krol." For purposes of this pleading, BARISONE's status will hereinafter be referenced as a "Krol patient."

22. On or about May 13, 2022, based upon his status as a Krol patient, BARISONE was transferred from the Morris County Correctional Facility to the STATE's Ann Klein Center mental-healthcare facility, to be evaluated medically as a Krol patient.

23. The purpose of the involuntary commitment of BARISONE to the Ann Klein Center was to have BARISONE evaluated medically, by the STATE's physicians and other medical professionals.

24. The STATE, NJDOHS, and its treatment professionals at the Ann Klein Center, were tasked with determining whether BARISONE actively suffered from a recognized psychiatric illness capable of rendering him unfit for release to the community-at-large because, if such an illness was present, BARISONE might either be a danger to himself, a danger to other people in the community, and/or a danger to property.

25. As a Krol patient, BARISONE was now in the care and custody of the STATE and NJDOHS, as an involuntarily-committed patient *potentially* suffering from mental illness.

26. As a Krol patient, BARISONE had, inter alia: (a) the right to professional and competent medical care and treatment; (b) the right, while in the custody of the STATE as a Krol patient, to be free from unlawful discrimination against him based upon his particular disability (including the right to not be subjected to unlawful discrimination through disparate treatment, hostile environment, retaliation, and/or disparate impact); (c) the contractual right to treatment in accordance with the requirements imposed upon the STATE and, more specifically, GREYSTONE, through litigation settlement(s); and, (d) other important, inalienable, lawfully-enforceable, rights and interests.

27. Thereafter from May 2022 through August 2022, BARISONE was a model patient at the Ann Klein Center which, through its medical staff, tested, observed, and assessed

BARISONE for the purpose of rendering a competent, accurate, professional evaluation under the Krol standards.

28. By reported dated “8/19/22,” the Ann Klein Center published the findings and conclusions of its Krol assessment of BARISONE as reported by Joanna Bajgier, D.O. (“Dr. Bajgier”).

29. As reflected in her August 19, 2022 report, Dr. Bajgier’s medical assessment of BARISONE’s psychiatric condition was that he had no active psychiatric illness, that he did not require inpatient treatment for any psychiatric condition, and that, as a Krol patient, he should be discharged to the community instead of remaining a psychiatric patient under involuntary commitment to one of the STATE’s psychiatric hospitals.

30. On or about September 7, 2022, the N.J. Superior Court conducted what is commonly called a “Krol hearing,” whereupon Dr. Bajgier testified consistent with her written report regarding BARISONE’s lack of any active psychiatric illness and/or any need for further involuntary commitment.

31. Though they lacked any reasoned medical basis for it, the STATE and NJDOHS disagreed with Dr. Bajgier’s competent medical opinions and, as a result, sought to sustain and continue BARISONE’s involuntary commitment to the care and custody of the STATE and NJDOHS.

32. Contrary to Dr. Bajgier’s report and recommendations, by order dated and filed as of September 22, 2022, BARISONE was transferred from the care and custody of the STATE and the NJDOHS at the Ann Klein Center, to the care and custody of the STATE and the NJDOHS at GREYSTONE.

33. The STATE, NJDOHS and GREYSTONE have checkered reputations concerning the mistreatment of psychiatric patients in their care, custody and control, which population of patients includes persons involuntarily committed as Krol patients.

34. That checkered history includes, inter alia: unlawful disability discrimination through disparate treatment and disparate impact; unlawful discriminatory hostile environments; unlawful retaliation; medical negligence; and, unlawful abuse of GREYSTONE's patient population through neglect, under-staffing, and mis-treatment mandated for correction by contract.

35. For example, upon information and belief, on June 1, 2017, the Board of Trustees of GREYSTONE wrote to Acting Commissioner Connolly, Assistant Commissioner Mielke, and Acting Chief Executive Officer McQuaide raising concerns about the significant staffing shortages and increased census along with a significant change in the diversity of the patient population which stretched the available staff capabilities beyond reasonable performance.

36. Upon information and belief, on June 23, 2017, the Center for Medicaid and Medicare Services (the "Center") cited GREYSTONE for ineffective operation and management of the hospital by its Governing Body, based in part on the Center's concerns about patient safety, overcrowding and inadequate professional staffing, including the number of psychiatrists and nurses, especially on weekends.

37. Upon information and belief, in 2017 the Joint Commission on Accreditation of Healthcare Organizations also cited GREYSTONE for overcrowding and unsafe conditions, in part due to management practices and inadequate staffing.

38. Upon information and belief, on September 28, 2017, the medical staff of GREYSTONE approved a resolution of "no confidence" in the administration of GREYSTONE, citing the overcrowding of patients, the increased number and severity of assaults by patients, and

the intentionally incorrect reporting of assault incidents by omitting events that did not necessitate acute medical care for the victim.

39. Indeed, in one of the many civil lawsuits brought against the STATE, NJDOHS, and their respective officers, agents and employees, in the matter of *J.M., et al. v. Elnahal, et al.*, U.S. District Court, District of New Jersey, Docket No. 2:18-cv-17303, there was a class-action “settlement agreement” entered into by the STATE (the “Settlement Agreement”), mandating certain acts, actions, requirements, changes, and investments, at GREYSTONE and other STATE institutions for the betterment of the care and treatment of psychiatric patients.

40. Upon information and belief, the Settlement Agreement is a binding contract, supported by good and valuable consideration, entered on or about November 12, 2020, which vested New Jersey psychiatric patients (including BARISONE and other Krol patients like him) with the rights and interests specified in that agreement.

41. Furthermore, upon information and belief, the Settlement Agreement is an articulation of elements added to the standard of care (including but not limited to the psychiatric and psychological standard of care) applicable to all patients at GREYSTONE, including BARISONE.

42. By and through the Settlement Agreement, BARISONE and all of the other patients at GREYSTONE had a plethora of specified rights and interests increasing the applicable standard of care for their treatment at the hospital, including:

- a. The right to a prompt and adequate medical treatment, including, but not limited to, a medical evaluation and diagnosis, competently conducted and timely completed within thirty (30) days, documenting what (if any) psychiatric illness the patient is presently suffering, (see Settlement Agreement, Section **VIII. TREATMENT AND MEDICAL SERVICES AND PATIENT RIGHTS**, at page 34, paragraph “1”);

- b. The right to require GREYSTONE to take and complete “all necessary steps to ensure that [a patient’s] individual personal and civil rights ... are afforded [to him,]” including but not limited to the right to a timely diagnosis, a timely and meaningful “treatment and discharge plan,” and actual and thoughtful medical treatment advancing the patient to the completion of that plan and, ultimately, discharge from Greystone, (see Settlement Agreement, Section **VIII. TREATMENT AND MEDICAL SERVICES AND PATIENT RIGHTS**, at page 34, paragraph “2” through paragraph “4”);
 - c. The right to be provided with, on an immediate and continuing basis, “individualized treatment” including, but not limited to, timely and prompt transition up through the “levels” of GREYSTONE’s “supervision system” (and even skipping levels of supervision) when the patient’s condition (or lack thereof) is lacking any material psychosis, illness and/or condition capable of providing any medical basis for continuing to hold a patient at a lower level (where supervision is more rigorous), (see Settlement Agreement, Section **VIII. TREATMENT AND MEDICAL SERVICES AND PATIENT RIGHTS**, at page 34, paragraph “62”);
 - d. The right to individualized, “face-to-face” therapy sessions when such therapy is indicated as required either therapeutically and/or as a directive incorporated into the patient’s initial commitment, (see Settlement Agreement, Section **VI. STAFFING REQUIREMENTS**, at page 21, paragraph “1”);
 - e. The right to not be delayed materially in the receipt of his/her individual evaluation, testing, treatment, and/or progression to discharge, arising from GREYSTONE’s resources or lack thereof, GREYSTONE’s written policies/procedures (which are lacking any force or effect as law), and/or other conditions impacting GREYSTONE’s patient population (such as COVID “lock-downs”); and,
 - f. Other material and important individual rights and interests including, but not limited to, the right to be treated with dignity and respect, not as a criminal or patient being warehoused by GREYSTONE in its treatment without adequate care and treatment mandated by the applicable standard of care.
43. Upon information and belief, the Defendants (including upper management of the entity defendants) actually knew, or reasonably should have known, of GREYSTONE’s history of mistreatment of patients in the care, custody, and/or control of the STATE and/or NJDOHS at GREYSTONE.
44. Indeed, upon information and belief, the STATE, NJDOHS, and GREYSTONE (including GREYSTONE’s upper management) had been advised repeatedly in the past of

GREYSTONE's mistreatment of and retaliation against patients and others, by various whistle-blowers, including persons like Margarita Goremus, M.D. — a psychiatrist employed at GREYSTONE who became a whistle-blower against the STATE, NJDOHS, and GREYSTONE for mistreatment of mental health patients.

45. On or about October 12, 2022, BARISONE's involuntary commitment at GREYSTONE commenced.

46. Upon BARISONE's arrival at GREYSTONE, GREYSTONE and its employees and staff (including, notably, GOTAY) were tasked with making an initial diagnosis determination of BARISONE's condition; tasked with providing competent medical care and treatment to BARISONE consistent with the psychiatric illness BARISONE was found to be suffering (if any); and, tasked with treating BARISONE in a lawful manner, protecting his rights and interests as a Krol patient in the Defendants' collective care, custody and control.

47. GREYSTONE and its employees and staff (including, notably, GOTAY) had improper and unlawful practices such as the systemic, negligent, medical care/treatment of GREYSTONE patients (including Krol patients like BARISONE); systemic practices of unlawful discrimination against GREYSTONE patients (including Krol patients like BARISONE) in the form of disparate treatment, disparate impact, hostile environment, and retaliation; systemic violations of contractual rights and interests belonging to GREYSTONE patients (including Krol patients like BARISONE); and/or other systemic, unlawful practices impacting GREYSTONE's patient population (including Krol patients like BARISONE).

48. For purposes of this pleading, those improper and unlawful practices will be referenced, collectively, as the "Unlawful Practices."

49. The Unlawful Practices which the Defendants subjected BARISONE and other GREYSTONE patients included, without limitation, the following:

- a. Medical negligence/malpractice proximately causing injury to BARISONE by negligent and wrongful acts, actions and omissions in administering psychiatric and psychological treatment prescribed to/for BARISONE;
- b. Medical negligence/malpractice proximately causing injury to BARISONE by and through the failure to conduct adequate examination(s) to determine whether BARISONE suffered from a condition making him a danger to himself and/or to others, when the conduct of that examination and making of that determination was the purpose of the treatment being rendered at GREYSTONE;
- c. Other acts and omissions of medical care and treatment rendered to BARISONE at GREYSTONE which deviated from and fell below the standard of care at which the GREYSTONE patient was to be treated;
- d. Unlawful discrimination in the form of disparate treatment of BARISONE based upon BARISONE's mental health, psychiatric condition, the presence or lack of psychiatric illness, the presence of routine personality disorders, and/or other matters as to which disparate treatment based upon mental/emotional/psychological disability is unlawful;
- e. Unlawful discrimination in the form of disparate impact upon BARISONE based upon BARISONE's mental health, psychiatric condition, the presence or lack of psychiatric illness, the presence of routine personality disorders, and/or other matters as to which disparate impact based upon mental/emotional/psychological disability is unlawful;

- f. Unlawful discrimination in the form of hostile environment toward BARISONE based upon BARISONE's mental health, psychiatric condition, the presence or lack of psychiatric illness, the presence of routine personality disorders, and/or other matters as to which disparate treatment based upon mental/emotional/psychological disability is unlawful;
- g. Unlawful discrimination in the form of retaliation against BARISONE based upon BARISONE's efforts to chronicle, document, report, criticize, point out, object to, refuse-to-participate-in, and/or otherwise stop, unlawful discrimination against BARISONE and other GREYSTONE patients based upon the patient's mental health, psychiatric condition, the presence or lack of psychiatric illness, the presence of routine personality disorders, and/or other matters as to which disparate treatment, disparate impact, and hostile environment is unlawful when based upon the patient's mental/emotional/psychological disability;
- h. Unlawful breach of contract by and through GREYSTONE's systemic, continuing, failure to honor, abide by, provide for, satisfy, and/or discharge, the rights and interests of BARISONE and other GREYSTONE patients all of whom were beneficiaries of protected contractual rights and interests under the Settlement Agreement; and,
- i. Other acts and omissions which constitute Unlawful Practices.

50. For example, at or about the time BARISONE arrived at GREYSTONE, GREYSTONE and its employees and staff (including, notably, GOTAY) had an unlawful, discriminatory, negligent practice of fabricating the diagnosis of a Krol patient when, upon arrival

of the patient at GREYSTONE, GREYSTONE and its involved employees were unable to make any legitimate diagnosis of the person.

51. In light of Dr. Bajgier's opinions and conclusions in her August 19, 2022 report, upon information and belief, GREYSTONE and its employees and staff (including, most notably, GOTAY) reported a fabricated psychiatric "illness" impacting BARISONE because they had no legitimate diagnosis of him as a Krol patient upon his arrival.

52. Following that, GREYSTONE and its employees and staff (including but not limited to GOTAY, FRIEDMAN, PACHNER and/or WILKINSON) set out upon a course of psychiatric and psychological treatment of BARISONE which was below the standard of professional care BARISONE was entitled to receive.

53. The STATE, NJDOHS, GREYSTONE, GOTAY, FRIEDMAN, PACHNER, and/or WILKINSON, thereafter, mistreated, abused and injured BARISONE repeatedly, by and through the sub-standard care and treatment they rendered to BARISONE.

54. Defendants KNAPP, upon information and belief, actually knew and/or should have known of the improper, inappropriate, and sub-standard care and treatment GREYSTONE was administering to BARISONE and other patients, including but not limited to the use of diagnoses fabricated to hold Krol patients and maintain the involuntary commitment of them.

55. Defendants KNAPP, upon information and belief, recklessly and/or negligently enabled and perpetuated GREYSTONE's abuse and mistreatment of patients (including BARISONE) by and through her acts, actions and omissions, that included having her assistant, Spence, make verbal threats to patients who complained about, objected to, and/or spoke about, the neglect, abuses, and/or mistreatment that was occurring in the hospital.

56. Commencing in or about early December 2022 when he was admitted to GREYSTONE involuntarily as a Krol patient, and continuing thereafter through to his discharge from GREYSTONE in November 2023, BARISONE was under the continuous medical care and control of STATE, NJDOHS, GREYSTONE, and their respective officers, employees and agents, such that there was a continuous course of medical care and treatment tolling the accrual of time toward the eventual expiration of the applicable Statute of Limitations impacting BARISONE's claims and causes of action.

57. Commencing in or about early December 2022 and continuing thereafter through to his discharge from GREYSTONE in November 2023, BARISONE spoke out about his perceptions and observations of unlawful discrimination, harassment, retaliation, hostile environment, inferior/inappropriate mistreatment, discriminatory neglect, negligence, and abuse he and other patients were experiencing from the Defendants.

58. BARISONE started expressing himself in that manner thinking that, by informing the Defendants of his well-founded perceptions and observations, the Defendants would take corrective action to promote and protect the best interests of the patients and staff at GREYSTONE.

59. But the opposite occurred, in that the Defendants escalated their unprofessional conduct; escalated their discrimination, harassment, retaliation and abuse; and escalated their mistreatment and abuse of BARISONE, which thereafter continued until BARISONE was discharged from GREYSTONE.

60. Facing that unlawful and abusive reality, through legal counsel, BARISONE was compelled to commencing making written reports of his perceptions and observations to GREYSTONE's designated "settlement coordinator" under the Settlement Agreement.

61. Separate and apart from written reports made to GREYSTONE by his attorneys, BARISONE continued throughout his stay at GREYSTONE to make verbal complaints, verbal reports of wrongdoing, and verbal notifications to GREYSTONE with such frequency and intensity that GREYSTONE, in sum and substance, threatened to fabricate allegations that BARISONE perpetrated assault and battery against a GREYSTONE staff member in a part of the building where there were no security cameras.

62. At all times relevant hereto, the unlawful acts and omissions being perpetrated against BARISONE (including, but not limited to, violations of the New Jersey *Law Against Discrimination*, the medical negligence, and the contractual breaches) were being perpetrated with the knowledge and understanding of upper management at GREYSTONE, the NJDOHS, and/or the STATE.

63. The abuse and unlawful mistreatment of BARISONE by the STATE, NJDOHS, GREYSTONE, and GREYSTONE's employees (including the individual defendants) continued unabated through to the date BARISONE was finally released from GREYSTONE in or about November 2023.

64. By and through his attorneys, BARISONE timely filed a *Notice of Tort Claims* advising the Defendants, in writing, with particularity, of the basis of his tort-based claims (as distinguished from BARISONE claims under the New Jersey *Law Against Discrimination*, his breach-of-contract claims, and/or his other claims and causes of action).

65. As a direct and proximate result and consequence of the acts, actions, and/or omissions of each of the Defendants, BARISONE suffered injury and damage, including but not limited to: physical harm, pain, damage and suffering; disruption of peace of mind; emotional harm, pain, damage and suffering; psychological harm, pain, damage, and suffering; invasions of

privacy; HIPAA violations and resulting injury, harm, damages, and losses; injury, harm, loss, and damage arising from interference with BARISONE's rights and interests to be protected from unlawful discrimination, hostility, harassment, abuse, retaliation, and the like; infliction of emotional distress (including but not limited to reckless inflictions and negligent inflictions); unlawful discrimination, including but not limited to discrimination based upon medical conditions protected under the New Jersey *Law Against Discrimination*; breach of contract causing injury, loss, damage and harm; breach of duty to protect causing injury, loss, damage and harm; verbal assault causing injury, loss, damage and harm; injury to his personal relationships with loved-ones; and other injury, damages and losses.

**COUNT ONE
(MEDICAL MALPRACTICE)**

66. BARISONE repeats and realleges all of his allegations previously made as though the same is fully set forth here.

67. At all times relevant hereto, the Defendants aforesaid deviated from the accepted standards of psychiatric and psychological care, treatment, testing, counseling, and/or evaluation, by failing to provide appropriate and/or proper care and treatment to BARISONE; by failing to properly monitor and supervise that care and treatment; by failing to abide by the recognized and known standards of care and treatment applicable to their respective professional roles; and by otherwise perpetrating acts and omissions within the scope of their respective, professional duties and obligations, which singly and/or cumulatively caused injury, harm, and resulting damages to BARISONE.

68. As a direct and proximate result and consequence of the acts, actions, and/or omissions of each of the Defendants, BARISONE suffered injury and damage, including but not

limited to: physical harm, pain, damage and suffering; disruption of peace of mind; emotional harm, pain, damage and suffering; psychological harm, pain, damage, and suffering; invasions of privacy; HIPAA violations and resulting injury, harm, damages, and losses; injury, harm, loss, and damage arising from interference with BARISONE's rights and interests to be protected from unlawful discrimination, hostility, harassment, abuse, retaliation, and the like; infliction of emotional distress (including but not limited to reckless inflictions and negligent inflictions); unlawful discrimination, including but not limited to discrimination based upon medical conditions protected under the New Jersey *Law Against Discrimination*; breach of contract causing injury, loss, damage and harm; breach of duty to protect causing injury, loss, damage and harm; verbal assault causing injury, loss, damage and harm; injury to his personal relationships with loved-ones; and other injury, damages and losses.

WHEREFORE, BARISONE demands judgment against each of the Defendants, jointly, severally and/or in the alternative, for compensatory damages, consequential damages, punitive damages, interest and costs of suit, attorney's fees, litigation expenses, and the like of any and every type or kind recoverable under New Jersey law, and an award of any and all other relief which the Court deems just and proper.

**COUNT TWO
(DISPARATE TREATMENT DISCRIMINATION
IN VIOLATION OF THE *LAW AGAINST DISCRIMINATION*)**

69. BARISONE repeats and realleges all of his allegations previously made as though the same is fully set forth here.

70. At all times relevant hereto, BARISONE was and remains a member of the protected class of persons who suffer(ed) from a psychiatric illness and/or personality disorder capable of diagnosis and treatment, including but not limited to his status as a Krol patient.

71. By the acts and practices described above, including the harassment, unequal treatment, hostility, and abuse BARISONE suffered while he was an involuntarily committed person under the care, treatment and supervision of GREYSTONE, Defendants discriminated against BARISONE unlawfully based upon BARISONE's disability and medical condition.

72. Each Defendant knew that his/her/its actions constituted unlawful discrimination and/or acted with malice and/or reckless disregard for BARISONE's statutorily protected rights and interests under the LAD.

73. With respect to the entity defendants, the unlawful discrimination against BARISONE was perpetrated with the participation, knowledge, and involvement of upper-management.

74. As a direct and proximate result and consequence of the acts, actions, and/or omissions of each of the Defendants, BARISONE suffered injury and damage, including but not limited to: physical harm, pain, damage and suffering; disruption of peace of mind; emotional harm, pain, damage and suffering; psychological harm, pain, damage, and suffering; invasions of privacy; HIPAA violations and resulting injury, harm, damages, and losses; injury, harm, loss, and damage arising from interference with BARISONE's rights and interests to be protected from unlawful discrimination, hostility, harassment, abuse, retaliation, and the like; infliction of emotional distress (including but not limited to reckless inflictions and negligent inflictions); unlawful discrimination, including but not limited to discrimination based upon medical conditions protected under the New Jersey *Law Against Discrimination*; breach of contract causing injury,

loss, damage and harm; breach of duty to protect causing injury, loss, damage and harm; verbal assault causing injury, loss, damage and harm; injury to his personal relationships with loved-ones; and other injury, damages and losses.

WHEREFORE, BARISONE demands judgment against each of the Defendants, jointly, severally and/or in the alternative, for compensatory damages, consequential damages, punitive damages, interest and costs of suit, attorney's fees, litigation expenses, and the like of any and every type or kind recoverable under New Jersey law, and an award of any and all other relief which the Court deems just and proper.

**COUNT THREE
(DISPARATE IMPACT DISCRIMINATION
IN VIOLATION OF THE *LAW AGAINST DISCRIMINATION*)**

75. BARISONE repeats and realleges all of his allegations previously made as though the same is fully set forth here.

76. At all times relevant hereto, BARISONE was and remains a member of the protected class of persons who suffer(ed) from a psychiatric illness and/or personality disorder capable of diagnosis and treatment, including but not limited to his status as a Krol patient.

77. GREYSTONE had policies and practices which had a disparate impact upon BARISONE, including but not limited to GREYSTONE's policy and practice of warehousing for indefinite institutionalization and hospitalization at GREYSTONE, BARISONE and patients like him (including, for example, Morgan Mesz) who had had a psychotic event in the past but who were no longer suffering from any diagnosable mental or psychiatric illness that would make the patient a danger to himself/herself, to others, and/or to property.

78. By the acts and practices of the Defendants described herein, including but not limited to the practice of warehousing Krol patients, BARISONE suffered disparate impact

discrimination while he was an involuntarily committed person under the care, treatment and supervision of GREYSTONE.

79. Each Defendant knew that his/her/its actions constituted unlawful discrimination and/or acted with malice and/or reckless disregard for BARISONE's statutorily protected rights and interests under the LAD.

80. With respect to the entity defendants, the unlawful discrimination against BARISONE was perpetrated with the participation, knowledge, and involvement of upper-management.

81. As a direct and proximate result and consequence of the acts, actions, and/or omissions of each of the Defendants, BARISONE suffered injury and damage, including but not limited to: physical harm, pain, damage and suffering; disruption of peace of mind; emotional harm, pain, damage and suffering; psychological harm, pain, damage, and suffering; invasions of privacy; HIPAA violations and resulting injury, harm, damages, and losses; injury, harm, loss, and damage arising from interference with BARISONE's rights and interests to be protected from unlawful discrimination, hostility, harassment, abuse, retaliation, and the like; infliction of emotional distress (including but not limited to reckless inflictions and negligent inflictions); unlawful discrimination, including but not limited to discrimination based upon medical conditions protected under the New Jersey *Law Against Discrimination*; breach of contract causing injury, loss, damage and harm; breach of duty to protect causing injury, loss, damage and harm; verbal assault causing injury, loss, damage and harm; injury to his personal relationships with loved-ones; and other injury, damages and losses.

WHEREFORE, BARISONE demands judgment against each of the Defendants, jointly, severally and/or in the alternative, for compensatory damages, consequential damages, punitive

damages, interest and costs of suit, attorney's fees, litigation expenses, and the like of any and every type or kind recoverable under New Jersey law, and an award of any and all other relief which the Court deems just and proper.

COUNT FOUR
(RETALIATION IN VIOLATION OF THE *LAW AGAINST DISCRIMINATION*)

82. BARISONE repeats and realleges all of his allegations previously made as though the same is fully set forth here.

83. At all times relevant hereto, BARISONE was and remains a member of the protected class of persons who suffer(ed) from a psychiatric illness and/or personality disorder capable of diagnosis and treatment, including but not limited to his status as a Krol patient.

84. By the acts and practices described above, including the harassment, unequal treatment, hostility, and abuse BARISONE suffered while he was an involuntarily committed person under the care, treatment and supervision of GREYSTONE, Defendants discriminated unlawfully against BARISONE by retaliating against him.

85. Each Defendant knew that his/her/its actions constituted unlawful retaliation and/or acted with malice and/or reckless disregard for BARISONE's statutorily protected rights and interests under the LAD.

86. With respect to the entity defendants, the unlawful retaliation against BARISONE was perpetrated with the participation, knowledge, and involvement of upper-management.

87. As a direct and proximate result and consequence of the acts, actions, and/or omissions of each of the Defendants, BARISONE suffered injury and damage, including but not limited to: physical harm, pain, damage and suffering; disruption of peace of mind; emotional harm, pain, damage and suffering; psychological harm, pain, damage, and suffering; invasions of

privacy; HIPAA violations and resulting injury, harm, damages, and losses; injury, harm, loss, and damage arising from interference with BARISONE's rights and interests to be protected from unlawful discrimination, hostility, harassment, abuse, retaliation, and the like; infliction of emotional distress (including but not limited to reckless inflictions and negligent inflictions); unlawful discrimination, including but not limited to discrimination based upon medical conditions protected under the New Jersey *Law Against Discrimination*; breach of contract causing injury, loss, damage and harm; breach of duty to protect causing injury, loss, damage and harm; verbal assault causing injury, loss, damage and harm; injury to his personal relationships with loved-ones; and other injury, damages and losses.

WHEREFORE, BARISONE demands judgment against each of the Defendants, jointly, severally and/or in the alternative, for compensatory damages, consequential damages, punitive damages, interest and costs of suit, attorney's fees, litigation expenses, and the like of any and every type or kind recoverable under New Jersey law, and an award of any and all other relief which the Court deems just and proper.

**COUNT FIVE
(HOSTILE ENVIRONMENT DISCRIMINATION
IN VIOLATION OF THE *LAW AGAINST DISCRIMINATION*)**

88. BARISONE repeats and realleges all of his allegations previously made as though the same is fully set forth here.

89. At all times relevant hereto, BARISONE was and remains a member of the protected class of persons who suffer(ed) from a psychiatric illness and/or personality disorder capable of diagnosis and treatment, including but not limited to his status as a Krol patient.

90. By the acts and practices described above, including the harassment, unequal

treatment, hostility, and abuse BARISONE suffered while he was an involuntarily committed person under the care, treatment and supervision of GREYSTONE, Defendants discriminated against BARISONE unlawfully based upon BARISONE's disability and medical condition.

91. By the acts and practices of the Defendants described herein, including but not limited to the practice of warehousing Krol patients, BARISONE suffered hostile environment discrimination while he was an involuntarily committed person under the care, treatment and supervision of GREYSTONE.

92. Each Defendant knew that his/her/its actions constituted unlawful discrimination and/or acted with malice and/or reckless disregard for BARISONE's statutorily protected rights and interests under the LAD.

93. With respect to the entity defendants, the unlawful discrimination against BARISONE was perpetrated with the participation, knowledge, and involvement of upper-management.

94. As a direct and proximate result and consequence of the acts, actions, and/or omissions of each of the Defendants, BARISONE suffered injury and damage, including but not limited to: physical harm, pain, damage and suffering; disruption of peace of mind; emotional harm, pain, damage and suffering; psychological harm, pain, damage, and suffering; invasions of privacy; HIPAA violations and resulting injury, harm, damages, and losses; injury, harm, loss, and damage arising from interference with BARISONE's rights and interests to be protected from unlawful discrimination, hostility, harassment, abuse, retaliation, and the like; infliction of emotional distress (including but not limited to reckless inflictions and negligent inflictions); unlawful discrimination, including but not limited to discrimination based upon medical conditions protected under the New Jersey *Law Against Discrimination*; breach of contract causing injury,

loss, damage and harm; breach of duty to protect causing injury, loss, damage and harm; verbal assault causing injury, loss, damage and harm; injury to his personal relationships with loved-ones; and other injury, damages and losses.

WHEREFORE, BARISONE demands judgment against each of the Defendants, jointly, severally and/or in the alternative, for compensatory damages, consequential damages, punitive damages, interest and costs of suit, attorney's fees, litigation expenses, and the like of any and every type or kind recoverable under New Jersey law, and an award of any and all other relief which the Court deems just and proper.

**COUNT SIX
(BREACH OF CONTRACT)**

95. BARISONE repeats and realleges all of his allegations previously made as though the same is fully set forth here.

96. The Settlement Agreement was and remains a binding contract, supported by good and valuable consideration, as to which BARISONE (based upon his status as an involuntarily committed Krol patient of GREYSTONE) was a third-party beneficiary.

97. Any and all performance and/or conditions precedent impacting BARISONE's rights and interests under the Settlement Agreement were materially rendered, delivered, discharged, satisfied and/or otherwise excused, such that at all times relevant BARISONE was entitled to the material, good faith performance of contractual duties imposed upon GREYSTONE, NJDOHS, the STATE, and/or their respective officers, agents, or employees (including but not limited to the individual defendants named here).

98. The Defendants materially breached the Settlement Agreement by and through the failures to abide by its terms and conditions related to the care and treatment of BARISONE and

other patients at GREYSTONE; the conditions which BARISONE and the other patients were subjected to at GREYSTONE; and/or, other matters which evidenced material breach of the contract.

99. As a direct and proximate result and consequence of the acts, actions, and/or omissions of each of the Defendants, BARISONE suffered injury and damage, including but not limited to: physical harm, pain, damage and suffering; disruption of peace of mind; emotional harm, pain, damage and suffering; psychological harm, pain, damage, and suffering; invasions of privacy; HIPAA violations and resulting injury, harm, damages, and losses; injury, harm, loss, and damage arising from interference with BARISONE's rights and interests to be protected from unlawful discrimination, hostility, harassment, abuse, retaliation, and the like; infliction of emotional distress (including but not limited to reckless inflictions and negligent inflictions); unlawful discrimination, including but not limited to discrimination based upon medical conditions protected under the New Jersey *Law Against Discrimination*; breach of contract causing injury, loss, damage and harm; breach of duty to protect causing injury, loss, damage and harm; verbal assault causing injury, loss, damage and harm; injury to his personal relationships with loved-ones; and other injury, damages and losses.

WHEREFORE, BARISONE demands judgment against each of the Defendants, jointly, severally and/or in the alternative, for compensatory damages, consequential damages, punitive damages, interest and costs of suit, attorney's fees, litigation expenses, and the like of any and every type or kind recoverable under New Jersey law, and an award of any and all other relief which the Court deems just and proper.

**COUNT SEVEN
(NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS)**

100. BARISONE repeats and realleges all of his allegations previously made as though the same is fully set forth here.

101. By and through their respective acts, actions and omission, the Defendants each were inflicting upon BARISONE emotional distress, including but not limited to severe emotional distress.

102. The Defendants each knew or should have known that their acts, actions and omissions were inflicting emotional distress upon BARISONE.

103. As a direct and proximate result and consequence of the acts, actions, and/or omissions of each of the Defendants, BARISONE suffered injury and damage, including but not limited to: physical harm, pain, damage and suffering; disruption of peace of mind; emotional harm, pain, damage and suffering; psychological harm, pain, damage, and suffering; invasions of privacy; HIPAA violations and resulting injury, harm, damages, and losses; injury, harm, loss, and damage arising from interference with BARISONE's rights and interests to be protected from unlawful discrimination, hostility, harassment, abuse, retaliation, and the like; infliction of emotional distress (including but not limited to reckless inflictions and negligent inflictions); unlawful discrimination, including but not limited to discrimination based upon medical conditions protected under the New Jersey *Law Against Discrimination*; breach of contract causing injury, loss, damage and harm; breach of duty to protect causing injury, loss, damage and harm; verbal assault causing injury, loss, damage and harm; injury to his personal relationships with loved-ones; and other injury, damages and losses.

WHEREFORE, BARISONE demands judgment against each of the Defendants, jointly, severally and/or in the alternative, for compensatory damages, consequential damages, punitive damages, interest and costs of suit, attorney's fees, litigation expenses, and the like of any and

every type or kind recoverable under New Jersey law, and an award of any and all other relief which the Court deems just and proper.

**COUNT EIGHT
(PUNITIVE DAMAGES)**

104. BARISONE repeats and realleges all of his allegations previously made as though the same is fully set forth here.

105. The injuries and harms suffered by BARISONE were the result of the Defendants' acts, actions, and/or omissions including, but not limited to, those set forth above, which acts, actions and/or omissions were actuated by actual malice or accompanied by wanton and willful disregard of persons who foreseeably might be harmed by those acts, actions, and/or omissions.

106. As a direct and proximate result and consequence of the above, BARISONE sustained severe and permanent injuries, disabilities, pain and suffering, emotional distress, incurred and will continue to incur medical expenses, has sustained past and future lost income, and has otherwise suffered loss of enjoyment of life and will continue to suffer from such losses in the future.

WHEREFORE, BARISONE demands judgment against each of the Defendants, jointly, severally and/or in the alternative, for compensatory damages, consequential damages, punitive damages, interest and costs of suit, attorney's fees, litigation expenses, and the like of any and every type or kind recoverable under New Jersey law, and an award of any and all other relief which the Court deems just and proper.

**COUNT NINE
(FICTITIOUS DEFENDANTS)**

107. BARISONE repeats and realleges all of his allegations previously made as though the same is fully set forth here.

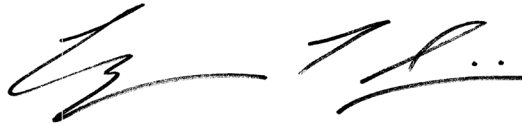
108. Fictitious defendants ABC COMPANIES 1-20, and/or JOHN & JANE DOES 1-20, each breached their respective duties and obligations to BARISONE, including but not limited to contractual duties and obligations; statutory duties and obligations, and/or tort duties and obligations, causing injuries to BARISONE.

109. As a direct and proximate result and consequence of the acts, actions, and/or omissions of each of the Defendants, BARISONE suffered injury and damage, including but not limited to: physical harm, pain, damage and suffering; disruption of peace of mind; emotional harm, pain, damage and suffering; psychological harm, pain, damage, and suffering; invasions of privacy; HIPAA violations and resulting injury, harm, damages, and losses; injury, harm, loss, and damage arising from interference with BARISONE's rights and interests to be protected from unlawful discrimination, hostility, harassment, abuse, retaliation, and the like; infliction of emotional distress (including but not limited to reckless inflictions and negligent inflictions); unlawful discrimination, including but not limited to discrimination based upon medical conditions protected under the New Jersey *Law Against Discrimination*; breach of contract causing injury, loss, damage and harm; breach of duty to protect causing injury, loss, damage and harm; verbal assault causing injury, loss, damage and harm; injury to his personal relationships with loved-ones; and other injury, damages and losses.

WHEREFORE, BARISONE demands judgment against each of the Defendants, jointly, severally and/or in the alternative, for compensatory damages, consequential damages, punitive damages, interest and costs of suit, attorney's fees, litigation expenses, and the like of any and

every type or kind recoverable under New Jersey law, and an award of any and all other relief which the Court deems just and proper.

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff

Handwritten signature of Christopher L. Deinger in black ink.

By : _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: February 4, 2025

CERTIFICATION PURSUANT TO RULE 4:5-1

The undersigned attorney for Plaintiff hereby certifies that the within action is not subject to any other action pending in any Court or a pending arbitration proceeding and no other action or arbitration proceeding as contemplated and there are no other parties known to me who should be joined in this action. The statements contained herein are true to the best of my knowledge. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



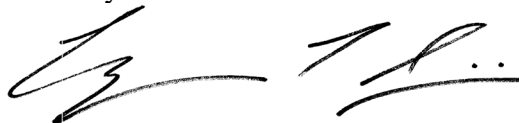
By : _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: February 4, 2025

JURY DEMAND

The Plaintiff demands trial by a jury on all the triable issues of this complaint, pursuant to R. 1:8- 2(b) and 4:35-1(a).

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



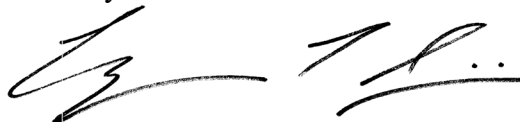
By : _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: February 4, 2025

DESIGNATION OF TRIAL COUNSEL

Plaintiff hereby designates CHRISTOPHER L. DEININGER, ESQ. as trial counsel in this matter.

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



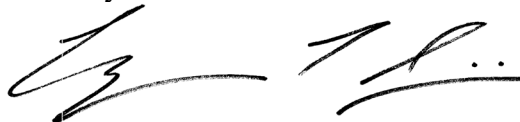
By : _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: February 4, 2025

CERTIFICATION OF COMPLIANCE WITH RULE 1:38-7

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

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



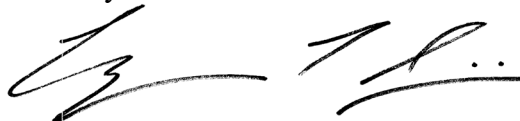
By : _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: February 4, 2025

DISCOVERY DEMANDS

Plaintiff demands answers to any and all applicable form interrogatories prescribed by the New Jersey Court Rules, within the time specified under those rules, including but not limited to Form C and Form C(2).

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



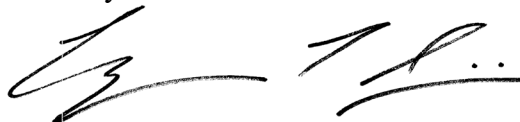
By : _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: February 4, 2025

DEMAND FOR INSURANCE INFORMATION

Pursuant to R. 4:10-2(b), BARISONE demands copies of the declaration pages or any and all insurance agreements by which any person or entity carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or indemnity or reimbursement of payments made to satisfy the judgment.

DEININGER & ASSOCIATES, LLP
Attorneys for Plaintiff



By : _____
CHRISTOPHER L. DEININGER, ESQ.

Dated: February 4, 2025

Civil Case Information Statement

Case Details: MORRIS | Civil Part Docket# L-000358-25

Case Caption: BARISONE MICHAEL VS GOTAY ANTHONY

Case Initiation Date: 02/10/2025

Attorney Name: CHRISTOPHER LOUIS DEININGER

Firm Name: DEININGER & ASSOCIATES, LLP

Address: 415 ROUTE 10, STE 1

RANDOLPH NJ 07869

Phone: 9738791610

Name of Party: PLAINTIFF : Barisone, Michael

Name of Defendant's Primary Insurance Company

(if known): None

Case Type: MEDICAL MALPRACTICE

Document Type: Complaint with Jury Demand

Jury Demand: YES - 12 JURORS

Is this a professional malpractice case? YES

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? YES

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

Are sexual abuse claims alleged by: Michael Barisone? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

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

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

If yes, is that relationship:

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

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

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

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

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

02/10/2025

Dated

/s/ CHRISTOPHER LOUIS DEININGER

Signed

