Mandelbaum Salsburg

Attorneys at Law

View from the Bar

Fall 2019

A Letter from Our CEO and Chairman

As we begin to look forward to the Firm's historic 90th year, we think about the Firm's roots and the importance of honoring our unique history. Started in 1930 by Irving Mandelbaum as a boutique law firm in Newark, NJ focusing first on matrimonial law it then expanded to criminal law when his son, Barry Mandelbaum joined the Firm in 1961. Today we are over 80 attorneys focusing on 29 client-centric practice areas. We are truly a full-service Firm that supports its clients in all facets of their business and personal lives. Our success has been largely due to our focus on building relationships with our clients, our employees and the local communities within which we live and work. We have continued to grow the Firm over the last year with the recent addition of the NJ Elder Law Center at Mandelbaum Salsburg, Andrew Bronsnick of Bronsnick Law who is a well known personal injury attorney and the addition of a number of associates in our litigation, corporate and health law practice groups. We have expanded both our Dental and Veterinary practice groups into National Law Centers and Bill Barrett and Casey Gocel have recently authored a book entitled "Buy Sell Merge," driven by the recent consolidation occurring in the dental profession. Our attorneys also continue to be thought leaders in their respective industries as is demonstrated on page 12 of this issue of our newsletter.

We look forward to our 90th year and continuing to work hard for our clients both new and old and to fostering the growth and development of our attorneys and staff, while staying forever young.

Very truly yours,

William S. Barrett, Esq.
Chief Executive Officer

Barry R. Mandelbaum, Esq.
Chairman of the Board

Ransomware and Reality

By Steven W. Teppler, Esq.

Think ransomware is a random event? Receding in importance? Less likely than before to affect your business? Think again ...

The security firm Malwarebytes Labs just issued a report which confirms what should have been obvious: The "one threat dominating the landscape" is ransomware, with reported instances increasing by more than 300 percent from Q2 2018 to Q2 2019. Ransomware doesn't discriminate: it targets entire hospital systems (DHS Health Systems), cities (Baltimore, and 22 towns in Texas) and businesses (Mondelez, Merck), and the list grows almost daily. Not every ransomware attack is reported, and it doesn't take a quantum leap of faith to assume that the increase in attack incidence is much higher. And speaking of higher, so are the demanded ransom amounts, which have escalated from thousands, to millions of dollars. It has been reported that ransomware threat actors rake in hundreds of millions of dollars each month.

Why is this?

Ransomware threat actors are now performing financial analyses on their intended targets, and generally have an idea of what an organization might be willing to pay to get its data back.

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Non-Disparagement Clauses in the Digital Age

By Lauren X. Topelsohn, Esq.

An anonymous on-line user [coward! extortionist!] has posted a negative review of your [company, product, services] on a website [Amazon, Facebook, Yelp, The Ripoff Report…] with an unflattering emoji [not reprinted here]. You suspect a former employee, disgruntled client or an unscrupulous competitor.

Would a non-disparagement clause have helped? In some instances, yes.

You have seen them:

> "A agrees that he/she will not, at any time, make, publish or otherwise communicate to any person or entity, or in any public forum, directly or indirectly, in writing, orally or otherwise, any statement, comment or remark that disparages or reflects negatively on B, or any of B's affiliates, etc. …"

Because non-disparagement provisions contractually restrict free speech however, their proliferation in website "terms of use", form contracts, and employment policies has come under increasing scrutiny.

Consumer Reviews

The 2016 Consumer Review Fairness Act (CRFA) prohibits non-negotiable "terms of use" and form contracts that limit consumers' ability to post genuine, negative on-line reviews of a business, its goods or services. The CRFA was enacted in response to reports that some businesses were using form anti-disparagement agreements to interfere with honest opinion. (One company even threatened to penalize its customers $500 for every negative review posted).

Under the CFRA businesses may still bar and remove on-line reviews that (1) contain confidential information, (b) are "libelous, harassing, abusive, obscene, vulgar, sexually explicit, or inappropriate with respect to race, gender, sexuality, ethnicity," etc., or (c) are unrelated to the business's products or services. The law does not apply to employment contracts or polices.

In June 2019, the FTC, which enforces the CRFA, announced its first settlements under the Act. The three settling businesses included a Pittsburgh-based HVAC/electrical provider, a Massachusetts flooring company, and a Nevada horseback riding operation.

Employment Agreements

Non-disparagement clauses are commonly used in employment and severance agreements. Since those contracts are individually negotiated, such clauses are generally accepted as a legitimate means of limiting what employees (and other settling parties) may say.

That said, the National Labor Relations Board (the "Board") has held that contracts and policies that apply across-the-board, to all employees, and restrict their discussion of salary, benefits and the "terms and conditions" of employment, violate the National Labor Relation Act ("NLRA"). NLRA Section 8(a)(1) prohibits employers from interfering with employees' right to engage in "concerted activities" for their "mutual aid and protection," including barring negative social-media posts (for example, on Glassdoor). However, Board decisions are generally treated as guidance and not binding on Courts.

Whistleblowers and Other Carve-Outs

In 2016, the SEC announced that employer-imposed limitations on an employee's ability to disclose trade secrets to the SEC in the context of a whistleblower claim are illegal. In fact, public companies must affirmatively advise employees of their right to do so.

Similarly, employers cannot prohibit employees from filing what may be a disparaging (but legitimate) claim with the Equal Employment Opportunity Commission ("EEOC").

In view of the SEC and EEOC requirements, employers need to incorporate appropriate carve outs – even in their settlement agreements.

The Impact of #MeToo

Recently enacted federal and state laws in the wake of the #MeToo Movement have created new challenges to the use of confidentiality provisions in sexual harassment settlements.

Employers routinely require confidentiality when settling employment disputes, particularly those involving sexual harassment, for numerous reasons, including:

- To protect the reputations of both parties,
- To avoid the appearance of guilt or liability and
- To avoid similar claims by other employees.

The December 2017 Tax Cuts and Jobs Act's "fine print" eliminated business tax deductions for settlement payments and attorneys' fees related to sexual harassment or sexual abuse settlements that are subject to a nondisclosure agreement ("NDA") -- unless the NDA is at the employee's request.

Similarly, numerous states have passed laws that prevent employers from imposing confidentiality restrictions in sexual harassment settlements.

Employers must decide whether the tax deduction for the settlement amount and attorneys' fees offsets the value of a confidentiality provision. If an employee alleges claims in addition to sexual harassment or abuse, employers should consider allocating portions of the settlement among the other claims since such designations may preserve the deductibility of those payments. The IRS has not yet clearly indicated how it will view such allocations, although there is precedent for designating portions of a settlement payment among the claims asserted in a multi-claim employment dispute (for example, lost wages v. emotional distress damages).

In short, employers must consider the evolving limitations imposed on non-disparagement and confidentiality provisions in the context of both employment and settlement agreements, and general policies and operations.

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Ransomware and Reality

Let's get a bit speculative about crypto-ransom amount demands.

On August 2, 2019, a single transaction for $126 million U.S. dollars in crypto-currency was reported to have taken place. Although these transactions are opaque (with ultimate buyer and seller typically masked), there is a substantial likelihood that underlying this transaction was the payment of a huge ransom.

What to do if it happens to you.

So, your business is the victim of ransomware. You're locked out of your system and/or, your data. Whether or not you have cyberinsurance (and in this day and age, it's ill-advised to go without), you're now faced with a set of very clear choices, but first some preliminary considerations:

1. Does your company have a backup?
   - Is there a backup policy addressing potential malware?
   - What kind of backup? Cloud, connected, offline?
   - How far back do your backups date?
   - Is the backup also affected by ransomware (it may be if certain strains of ransomware have targeted your business) – remember that your backups may have also backed up the malware before it executed and encrypts data
   - Are ***all*** your system and data files backed up?
   - Can the backup be restored (translation: have you tested your backups to make sure they can be restored? When was that, exactly?)
2. You either don't have a backup, you don't have a good backup, your backup is also infected by malware, or your backup somehow didn't include critically needed data. What next? Pay or don't pay ransom.

To pay or not to pay ransom.

There are two opposing approaches to dealing with ransomware. One faction, the "never pay" types, insist that they refuse to reward criminal (or possibly terrorist) activity. The other faction, the "negotiators", will (usually through intermediaries) communicate with the threat actors, attempt to negotiate a lower ransom, and arrange for payment of ransom, but only after the threat actors can prove that they can indeed provide a decryption key for the locked data (typically through a test of some data by the victim). Let's look at some hard numbers, and risks to both approaches:

a. **Never Payers** – won't pay a ransom, period. Consider Baltimore, Maryland, which was hit with ransomware earlier this year. The city's officials refused to pay the $100,000 bitcoin ransom, and ultimately spent more than $18 million dollars (and weeks of down time for the restoration of city services to its residents). On balance, was this a wise decision? Probably not, considering the risk to Baltimore residents resulting from the interruption of services. It is always possible that the ransom paid may still result in an inability to decrypt the data (whether through duplicity or potential for data corruption) but where vital services or other business functions are at stake, that risk may be worth taking.

b. **Negotiations** – some (and the author suspects that there are many) victims of ransomware will choose to pay the ransom in order to regain access to their data. Most modern cyberinsurance policies will cover ransomsware attacks (although some insurers will reject ransomware claims if the threat actors are suspected to be adversaries of the United States, or at war with us - think North Korea). If insurance will cover the incident (subject, of course to retention requirements), or where the ransomware target retains competent counsel, the following steps are likely to be undertaken:
   - There will be a cybersecurity firm retained to investigate how the attack happened, and take steps to remediate the system
   - A third party (typically, the cybersecurity firm) will have trained personnel who will anonymously contact the threat actors, request proof that the encrypted data (usually by way of some test encrypted data) can be decrypted, try to negotiate a lower ransom amount, and ultimately agree to and arrange for payment through some cryptocurrency (typically bitcoin). Note that there are some threat actors with whom any transactions are prohibited by law, but this should be considered by your cybersecurity firm in conjunction with your counsel.
   - The cybersecurity firm will work with your organizations IT staff to begin decrypting data, which can take days (decryption of large data sets can be a slow process)

Notably, the FBI has softened its "never pay" stance on ransomware attacks, stating on its website (www.ic3.gov) that while the Bureau does not advocate paying ransom, it "understands that when businesses are faced with an inability to function, executives will evaluate all options to protect their shareholders, employees and customers."

In the end, the decision to pay or not to pay threat actors to regain access to your company's data is a business decision. You may be answerable to top management, your Board of Directors, or other authority, but you should be armed with the facts, and the numbers to justify your approach.

Steven W. Teppler, Esq. is the Chair of Mandelbaum Salsburg's Privacy and Cybersecurity Practice Group and can be reached at steppler@lawfirm.ms.

Big Changes to New Jersey's Fair Foreclosure Act

By Arla D. Cahill, Esq.

A bipartisan legislative package consisting of nine bills amending New Jersey's Fair Foreclosure Act (the Act), signed into law by Governor Phil Murphy in April 2019, is intended to alleviate the foreclosure crisis in New Jersey, which has maintained the highest rate in the nation since the Great Recession. While the Act has always been highly procedural, the Act's new and amended provisions contain many changes that residential mortgage lenders need to be aware of concerning new procedures, requirements and additional fees. Set forth below is a summary of some of the more significant statutory changes.

Codification of the Statute of Limitations: Effective April 29, 2019

There is now clear authority establishing the applicable statute of limitations for residential mortgage foreclosure actions, which previously had been governed by case law analogizing foreclosure actions to other causes of action depending on the underlying circumstances. Now, a foreclosure action must be commenced by the earliest of: (1) six years from the date of default that has not been cured or maturity on the mortgage or other obligation secured by the mortgage, matching the six-year statute of limitations on actions based on contract law; and (2) 36 years from the date of recording or execution of the mortgage, provided the mortgage itself does not provide for a period of repayment in excess of 30 years, again relying upon the six-year statute of limitations for contract law. The new law allows for a determination that certain mortgages are not clouds on title because a party can no longer bring an action to foreclose them once the expressed period has passed.

Changes to Residential Foreclosure Sales Procedures: Effective July 28, 2019

The sheriff must conduct a sheriff's sale within 150 days of receipt of any writ of execution, instead of 120 days. Upon consent of the sheriff conducting the sale, it is not necessary for an attorney or representative of the lender who initiated the foreclosure to be present physically at the sheriff's sale to make a bid. Instead, a letter containing bidding instructions may be sent to the sheriff in lieu of an appearance. Adjournments of the sheriff's sale are now limited to five adjournments, two at the request of the lender, two at the request of the debtor, and one by mutual consent of the parties. Another change is that the plaintiff's counsel must prepare and submit to the sheriff's office a proposed deed for its use at the conclusion of the sheriff's sale substantially consistent with the form provided in the statute.

The New Jersey Mediation Act: Effective November 1, 2019

Included among the new statutes is the New Jersey Foreclosure Mediation Act (the "NJFMA"), which codifies the State's Foreclosure Mediation Program (the Program) established by the State Judiciary in 2008. Primarily, the NJFMA makes three important adjustments to the existing mediation program. *First*, it establishes a Foreclosure Mediation Fund administered by the Administrative Office of the Courts, which will require lenders to pay $155 for each foreclosure case initiated in addition to the $250 foreclosure complaint filing fee. The new fee will go toward compensation of mediators and training foreclosure prevention and default mitigation counselors, in addition to other purposes.

Second, the NJFMA requires that the lender must include along with its notice of intention to foreclose (NOI) written notice to the homeowner of the option to participate in the Program. Upon the filing of a mortgage foreclosure complaint, the lender must again provide written notice to the homeowner in both English and Spanish of the option to participate in the Program.

Third, the NJFMA provides that eligible homeowners-borrowers may initiate mediation within 60 days following receipt of a foreclosure complaint after filing a mandatory certification document with the court that is signed by a trained foreclosure prevention and default mitigation counselor verifying that the homeowner is cooperating with the counselor. Lenders are required to have a representative attend the mediation session, either in person or by telephone, who has authority to reach a mutually acceptable loan modification, loan workout, refinancing agreement, or other resolution. If any party or attorney for a party fails to attend a mediation session, the court, in addition to any sanction the court deems appropriate, may sanction a party or attorney for a violation of this subsection with a civil penalty of up to $1,000 or allow a party to recover reasonable attorney's fees or litigation expenses, or both. In determining the type of sanction to impose against a party, the court may consider whether the conduct was intentional and whether the party has engaged in a pattern of similar conduct with respect to the current complaint or any previous complaints.

Additional Requirements for the Notice of Intent to Foreclose: Effective August 1, 2019

A residential mortgage lender's NOI to the borrower must include notice of the borrower's right to participate in mediation and that the borrower is entitled to housing counseling, all at no cost, through the Foreclosure Mediation Program. Additionally, while a lender still has to provide to the borrower a NOI to foreclose the mortgage at least 30 days before initiating a foreclosure action, the lender must *resend* a NOI to the borrower before commencing a foreclosure action if 180 days have passed since a prior NOI was sent. The NOI must also state that the lender is either licensed in accordance with the New Jersey Residential Mortgage Lending Act or exempt from such licensure. The lender's compliance with this statute must also be set forth in the foreclosure pleadings.

Lenders are encouraged to discuss with their attorney these and other important changes to the Act that could impact enforcement of their mortgage loans.

Arla D. Cahill.Esq. is a Member in the Firm's Litigation Practice Group, Chair of its Education Law Practice and Co-Chair of its Special Needs Practice. She can be reached at acahill@lawfirm.ms.

When is the Right Time to Plan for a Long Term Care Need?

By Eric R. Goldberg, Esq. and Richard I. Miller, Esq.

As elder law attorneys, we are asked this question often and we make a point of answering as if we were contemplating planning for our own immediate family.

Initially, everyone should have at least a basic estate plan which covers some long-term care planning, such as Durable Powers of Attorney and Health Care Directives.

Unfortunately, most families are reactive and prompted by a clarifying event, whether that be the loss of a loved one after a long bout of illness, a diagnosis of chronic disease, old age, or a recent hospital/rehab visit.

Examples of triggering moments to plan are described below. It is important to keep in mind that there are personal factors at play as well, such as accumulated wealth (or lack thereof), family dynamics, and past experiences.

Diagnosis: If you or a loved one is diagnosed with a chronic, eventually debilitating condition, then planning with an elder care attorney should be a priority. Effective planning occurs when the client can understand the basic concepts of the plan and has enough time to protect assets, if that is one of the goals.

Hospitalization and rehab: If an individual is hospitalized due to generalized age-related or chronic illness related weakness or has become a fall risk, then planning is essential. This is usually the result of pre-existing conditions that were either denied or treated with home care. This usually requires pre-crisis or crisis planning.

One or Both Spouses Entering Long Term Care: Many people assume that upon entering an assisted living facility or nursing home it is too late to protect assets or plan. This is wrong. There are still planning techniques available to the family at this stage. If there is a spouse, there are multiple strategies available to save the family significant resources.

Old Age: This is often hard to pinpoint. Some individuals walk into our office as healthy (still driving) ninety-four year old adults, while others present as weak and helpless sixty-five year old "seniors". Our general advice is if a mid-seventies individual (whom is not often considered "old") has a desire to protect assets, then they should plan.

Denial of Long Term Care Insurance: This is an obvious red flag that someone has a condition that may require long-term care in the future. Since the individual is concerned and educated enough to pursue long-term care insurance, now is the time for them to reconsider alternative asset planning options to protect assets.

Hesitant to Pay for Long-Term Care Insurance: Due to the high cost of insurance and the prospect of future rate increases, many individuals forego this option. While a good long-term care insurance policy provides one with peace of mind and flexibility, if he or she is unwilling to pay for insurance then an elder law attorney can help provide peace of mind and asset protection.

Disabled Child: Oftentimes long-term care planning is not only about the individual client. Clients with disabled children must be informed about unique methods available to protect assets for the benefit of their children so that adequate resources are available to meet the needs of the disabled child during the parent's long-term care event or after the parent's death.

In summary, there are many reasons one should seek elder law advice as we age. A compassionate and experienced elder law attorney will make certain that the plan is crafted specifically to the client's specific circumstances and coordinated with the client's best interests.

Members Eric R. Goldberg, Esq. and Richard I. Miller, Esq. are both Certified Elder Law Attorneys and Co-Chair the New Jersey Elder Law Center at Mandelbaum Salsburg. They can be reached at egoldberg@lawifrm.ms and rmiller@lawfirm.ms respectively.

We are excited to announce that Andrew R. Bronsnick of Bronsnick Law has Joined Mandelbaum Salsburg's Personal Injury Practice Group

We are excited to share with you that Andrew R. Bronsnick, the founder of Bronsnick Law, has joined Mandelbaum Salsburg's Personal Injury & Workers' Compensation Practice Group. Certified by the Supreme Court of New Jersey as a Civil Trial Attorney with over 21 year's of experience, Andrew helps clients in New Jersey and New York who have been harmed by the negligent or wrongful actions of others, including automobile accidents, premises liability cases, Workers' Compensation and professional malpractice litigation.

His understanding and knowledge of personal injury law extend to the following: brain injuries, burn injuries, dog bites, motor vehicle accidents, products liability, spinal cord injuries, slips and falls, workplace accidents, and wrongful death.

Andrew also assists clients in cases of business litigation and professional malpractice and represents medical providers against insurance companies in matters of insurance fraud and Workers' Compensation payments. He has recovered millions in awards and settlements for his clients in New Jersey. Andrew also litigates on behalf of small businesses and medical practices in state and federal courts on issues including, commercial and partnership disputes, insurance fraud, ERISA litigation and medical compliance issues.

He was recognized by New Jersey Super Lawyers from 2013 through 2019 and named to the Top 100 New Jersey Super Lawyer List from 2014 through 2019. He was also recognized as a Rising Star for five consecutive years from 2006 to 2012. In 2010, Mr. Bronsnick was named to the 40 Under 40 edition by the New Jersey Law Journal. He will reside in the Firm's Roseland, NJ office located at 3 Becker Farm Road, Suite 105, Roseland, NJ 07068.

NJ Supreme Court Set to Tackle Arbitration Agreements in the Digital Age

By Melody M. Lins, Esq. and Brian M. Block, Esq.

The New Jersey Supreme Court recently granted certification in *Skuse v. Pfizer, Inc.*, a case that addresses the manner in which employers should seek an employee's agreement to arbitrate, when consent is sought through electronic means. The Court's view on this issue will shed light on how employers can achieve legally enforceable arbitration agreements through the use of digital techniques.

Skuse examined two issues: (1) the enforceability of an arbitration agreement that was transmitted to employees through a mandatory online "training module;" and (2) whether an employee who did not acknowledge his/her agreement to be bound by the arbitration agreement was nevertheless bound by "default" because she continued to work for the company for more than sixty days after receiving the agreement. On the second issue, the *Skuse* panel expressly acknowledged that it was diverging from the view taken by a sister panel in *Jaworski v. Ernst & Young U.S. LLP.*, which was likely a critical factor in the Court's decision to grant certification.

In *Skuse*, Pfizer presented its mandatory arbitration policy to thousands of employees as part of a four-slide PowerPoint "training module" sent via email. The email linked to the company's training portal. The first slide of the training module stated that employment was conditioned on the parties' agreement to resolve certain disputes through arbitration; that the agreement was contained in the Mutual Arbitration and Class Waiver Agreement that would be available to review and print off the following slide; that it was important the employee be aware of the terms of same; and that the employee would be asked to acknowledge receipt of the agreement. The second slide provided employees with access to a link to the text of the policy. On the third slide, employees were asked to "acknowledge" the policy by clicking a box. Further, this slide stated that continuing to work for the company for more than sixty days would constitute agreement to the policy. The final slide thanked employees for reviewing the arbitration agreement and provided an email address where they could direct questions.

Three months after being terminated from Pfizer for her failure to receive a vaccination, employee Amy Skuse filed a Complaint against Pfizer alleging violation of the Law Against Discrimination, N.J.S.A. 10:5-41 to 49, based on religious discrimination and failure to provide reasonable accommodation for her religious beliefs against receiving animal protein injections. Pfizer filed a motion to dismiss the action and to compel Skuse to submit the claims to arbitration pursuant to the arbitration agreement Skuse "acknowledged."

The trial court granted Pfizer's motion. In reversing the court's decision, the Appellate Division held that Pfizer's procedure was inadequate to substantiate Skuse's knowing and unmistakable assent to arbitrate any claims. The court re-emphasized the Supreme Court's holding in *Leodori v. CIGNA Corp.*, which requires explicit, affirmative, and unmistakable assent to arbitration.

Importantly, the Appellate Division also provided guidance as to best practices for seeking an employee's legally binding assent to arbitration policies transmitted through electronic means. For example:

1. A company's binding arbitration agreement should be conveyed in a manner that emphasizes the "legal significance and necessary mutuality of contractual process." Pfizer's conveyance of its arbitration agreement through a "training module" failed in this respect. The Appellate Division clearly stated: "obtaining an employee's binding waiver of his or her legal rights is not a training exercise."
2. An arbitration policy must be "presented in a fashion that produces an employee's agreement and not just his or her awareness or understanding." Thus, the acknowledgment "click box" on Pfizer's training module critically failed to extract Skuse's "explicit, affirmative agreement."
3. The material terms of an arbitration agreement cannot be inconsistent or vague. The Appellate Court found that although Pfizer intended for the clicking of the acknowledgment box to substitute for a physical signature and represent an agreement to the policy, the term "acknowledge" near the click button was made vague by other language in the slides. For example, one slide stated that the employee would be asked to "acknowledge receipt" of the agreement, without mentioning the need to assent to the terms; another slide merely thanked the employee for "reviewing" the document; and Pfizer referred to the process as a "training activity."
4. If an employer wishes to obtain an employee's knowing and voluntary consent to an arbitration agreement by electronic means, the employee's click of a button or electronic signature must be "tethered to and spotlighted with a clear and proximate direction that, by clicking the button, the employee is knowingly agreeing to waive his or her legal rights" to access the courts and have a trial. Thus, although the words "agree" and "agreement" appeared several times on Pfizer's slides and within the linked policy, the use of these words outside of the click button did not satisfy *Leodori*.
5. To comply with *Leodori*, the Appellate Court suggested that in seeking an employee's legally binding response to an arbitration agreement, a "click box" could read: "Click here to convey your agreement to the terms of the binding arbitration policy and your waiver of your right to sue." The panel also noted that Pfizer could use a touch screen or other electronic method for employees to supply their signatures.

Turning to the second issue, the Appellate Division rejected Pfizer's "consent by default" provision on the third slide of the PowerPoint, as likewise not in compliance with *Leodori*. The 60-day "deemer" provision was a unilateral attempt to bypass the *Leodori* requirements, effectively deeming employees who remain employed for 60 days to have agreed to arbitration. The panel could not square its sister-panel's holding to the contrary in *Jaworski* with the tenets of *Leodori*. Indeed, the panel observed that such a "deemer" provision would render the clicking process in the training module meaningless after the passage of 60 days.

The Supreme Court's decision in this matter promises to deliver the requirements for obtaining employees' agreement to arbitrate in the digital age, while simultaneously resolving an appellate split concerning "deemer" provisions. We anxiously await the Court's comment and decision as to these guideposts.

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Finding the Right Fit: What Parents of Special Needs Students Should Know When Applying for College

By Arla D. Cahill, Esq.

For many students who are classified in the public school as having an educational disability under the Individuals with Disabilities Education Act, the difference between the educational supports provided in high school and the college or other post-secondary learning environment can be significant. A major difference is that, in high school, a classified student has a structured program with individually tailored accommodations and supports specific to the student's educational needs, called an Individualized Education Plan (IEP), that must be provided by the public school.

Colleges and universities that accept federal money cannot reject an otherwise qualified student's application for admission solely on the basis of a disability, but they are not compelled to implement the student's IEP. Rather, they are only obligated to provide "reasonable" accommodations to disabled students so long as the accommodations do not fundamentally alter the requirements of the college's programs, such as extended time to take tests, taking tests in a room free of distractions, sign language interpreters for the deaf, and the use of a note taker or recorder for class notes. However, a student who had an IEP in high school may have other more significant educational needs in a higher education learning environment than what is offered by any given college.

Therefore, asking the right questions before committing to a particular college or post-secondary learning environment is important to ensure that the student is on a pathway to success rather than failure and disappointment. Here are some suggestions to consider:

1. ***What Are the Student's Educational Goals?*** Determining whether a degree or non-degree program is the right option is a personal choice and may depend on many variables pertinent to the student's disability, interests and vocational aspirations. As of March 2019, there were 265 non-degree programs on university and college campuses across the country offering students with developmental and intellectual disabilities an opportunity to take college classes, engage in career development, vocational training and independent living activities, and participate in the social life of a college campus.

2. ***What Accommodations and Supports are Necessary?*** Review the last IEP and most recent evaluations to prepare a comprehensive list of accommodations and supports that your child must have in order to successfully participate in a higher learning environment. This will be a useful tool when visiting prospective colleges and serve as a source of questions to determine if supports are available to address your child's specific needs. This list should also include specialized housing accommodations, sometimes called a "medical single", that may be needed to address the student's sensory issues.

3. ***Does the College Have a Formalized Program Specifically Designed with Learning Disabled Students in Mind?*** Ask if the prospective college will provide direct support, such as assigning a learning disability specialist to help develop a learning plan tailored to the individual needs of the student, one-to-one tutoring, small class sizes, mentoring, study skills workshops, coaching, readers, scribes, life skills training, job training and internships, assistive technology, advocacy training, and counseling. Ask whether there are any student "ambassadors" with whom you and your child can speak to get a sense of what their college experience is like as an educationally disabled student.

4. ***Are There Additional Fees Associated with Enhanced Accommodations and Supports?*** In preparing a budget for college, it is important to ask if there are additional fees associated with having a greater level of support. The cost for learning disabled students enrolled in higher learning programs will vary greatly depending on whether the college is public or private, geographical location, the level of support required, whether the student is living in supported campus housing, and whether the college is inclusive or is solely for learning disabled students. Additional costs related to academic/therapeutic supports can range from $5,000 to $20,000 or more per academic year at a public college. Private colleges established solely for learning disabled students can cost in the neighborhood of $40,000-60,000 per academic year. Inquire whether there are any aid packages, scholarships or grants available to help offset tuition and fees.

While it may make things more challenging, an educational disability should not stand in the way of a student getting further education and instruction in order to become a more self-sufficient and productive adult. Families of students having educational disabilities are encouraged to do their research early in the process of school selection and visit prospective schools well in advance of their anticipated enrollment date.

Arla D. Cahill, Esq. is a Member in the Firm's Litigation Practice Group, Chair of its Education Law Practice and Co-Chair of its Special Needs Practice. She can be reached at acahill@lawfirm.ms.

When is a Strike No Longer Protected by the NLRA?

By Gary S. Young, Esq.

Recent news reports have covered Amazon employees who recently went on strike to protest "Prime Day" changes to their working conditions. Amazon is the fifth largest employer in New Jersey, employing a combined 17,000 employees across nine fulfillment centers. With Amazon's offer of one-day shipping on Prime Day to "Prime" members, the workers' normal workload of 200-300 orders per hour was nearly doubled. The non-unionized workers went on strike around the country to voice their complaints over severe stress and harsh working conditions.

Are these employees protected when they engage in such activities? Many people misconstrue the law and believe that workers must be represented by a union to be protected by federal labor laws. The Amazon strike presents a useful example of "concerted" employee activity that is protected under the National Labor Relations Act (NLRA) with or without a union representation. The NLRA encourages employees to engage in concerted collective activities, such as a strike or other work stoppage, and protects workers from employer retribution or retaliation.

If Amazon were to retaliate against the strikers, a complaint under the law would undoubtedly be filed and most likely sustained by the National Labor Relations Board (NLRB) which is charged with enforcing the NLRA's provisions. In such case, the company would not be able to fire or otherwise punish their employees in the absence of unlawful or criminal behavior.

In all such cases, the NLRB conducts a two-part factual analysis to determine whether the job action is protected by the law. First, there must be a direct nexus between the specific issue that is the subject of the advocacy and a specifically identified employment concern of the workers. Second, it must be demonstrated that the employer has discretion and control to adjust the issue(s) prompting the strike. Both conditions seem to be satisfied in the Amazon strike.

In contrast, consider the job action taken by Wayfair's employees who recently engaged in a work stoppage in protest of the company selling $200,000 in mattresses and beds to an INS Detention Center housing undocumented immigrant. Signaling their objection to the Trump Administration's Immigration Law enforcement policies, Wayfair's employees went on strike. It is unlikely that this would qualify as "protected concerted activity" under the NLRA as the action was not motivated by concerns for the mutual aid and protection of striking Wayfair employees.

The Wayfair strike involved employee objections to their employer's business decision to sell goods to an agency of the U.S. government. Further, the Wayfair company was in no position to change or influence U.S. Immigration law policies and enforcement activities. In a nutshell, the Wayfair job action constituted an objection to a business decision not regulated by the express provisions of the NLRA and unlikely to be legally protected activity. Employees striking over political concerns should understand that their actions do not share the same legally protected status as the striking Amazon employees who were advocating legitimate, job-related concerns.

New Jersey employers should be prepared to apply these legal principles where employees engage in a job action or other concerted activity. In all such instances, the same two-part test would be applied to determine whether the activity is protected or not under the NLRA.

Gary S. Young, Esq. is a Member in Mandelbaum Salsburg's Corporate and ERISA Practice Groups. He can be reached at gyoung@lawfirm.ms.

Save the Date and Join Us for Our Upcoming Seminar!

Annual Tax, Trusts & Estates Seminar
Mayfair Farms, West Orange, NJ
December 4, 2019
8:30 a.m. – 10:00 a.m.

RSVP to Lauren Lynch
at llynch@lawfirm.ms or 973.243.7951

Get To Know the Drill: Picking the Right Business Entity For Your Dental Practice

By William S. Barrett, Esq.
and Casey Gocel, Esq., LL.M.

Choosing the right business structure for your dental practice is a vital decision that can have significant consequences for the future of your practice. If a dentist selects the wrong structure, it can cost their business thousands of dollars down the line. Choosing the correct business structure for your dental practice is a fundamental decision that will impact your business daily and should be guided by a specialized attorney.

The main factors to consider when structuring your business are: (1) the financial and tax consequences; (2) liability protection; and (3) flexibility versus formality. Selecting a business structure is one of the most important decisions you will make for your practice. When selecting the right entity, substantial tax, legal, and accounting expertise is recommended. It is advantageous to start your business on good footing, and while it may look daunting to hire expert consultants at the beginning of your endeavor, it is a valuable investment for your future success.

The proper structure of your dental practice will allow you to reap all the possible benefits and increase your chances at a successful practice. However, it is recommended for dentists to stay active in the process in order to ensure that the expert's proposals reflect the needs and goals of your practice.

Tax Considerations

Tax benefits are a primary driver when choosing a proper legal structure for a dental practice. Key aspects include: taxation on income/profits; taxation on the sale/transformation of a practice; and the deductibility of practice expenses and starting costs. A proper business structure agreement will maximize tax opportunities and can greatly affect the profit margin of your business.

Liability Protection

Liability protection is another significant consideration when deciding between business entities. Because it combines features of a corporation with elements of a partnership, a Limited Liability Company ("LLC") can be tactical from a tax standpoint. Single member LLCs are taxed as sole proprietorships, Multi-member LLCs, on the other hand, can elect to be taxed either as 'S' Corp, or partnership.

For certain dental practices, it can be advantageous to be the only owner and in complete control of the practice, there would be no requirement for seeking approval and or consent of any partners, members, or officers. With a sole proprietorship, there are also minimal to no reporting requirements. Sole proprietorships do not need to file an annual report with the state or federal government. However, under a sole proprietorship, a dentist will be held personally liable for all general debts and liabilities of the practice. Similarly, in a partnership, each partner is jointly and severally liable for the debts and obligations of the business. In comparison to sole proprietorships and partnerships, the significant advantage of a corporation or LLC is that the owners of the business (the shareholders/and or members) enjoy the benefits of limited liability.

There is one big exception however, in that a dentist is always liable for his/her own professional negligence and negligence of other employees. Insurance is the only avenue to mitigate this kind of liability, and it is an absolute necessity for any dental practices.

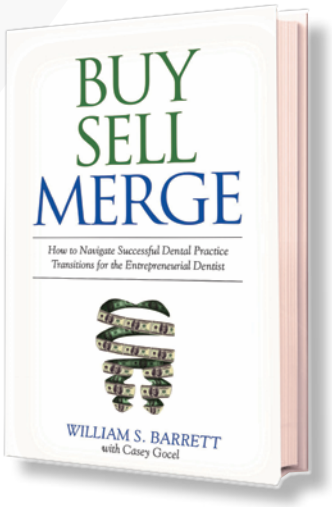
Benefits of Flexibility and Adhering to Formalities

Certain entities also provide more flexibility and can be less of a burden than others. Many dentists often ignore these formalities, which can be a serious mistake. In certain instances, courts have looked past the liability shield and have held owners personally liable for failing to observe the formalities of separating their personal affairs from their dental practice. This is why it is so important to have your decision guided by specialized professionals.

A Word of Caution

It is important to note that each state has its own rules governing choice of entity. For example, some states prohibit dentists from owning practices in an LLC format. To ensure the best for the future of your practice, it is important to guide your decision through a specialized attorney. .

William S. Barrett. Esq. is CEO of Mandelbaum Salsburg and Chair of the National Dental Law Center. Casey Gocel, Esq., LL.M. is a Member in the Firm's Corporate Practice and its National Dental Law Center. Bill and Casey recently authored Buy Sell Merge, a book for entrepreneurial dentists that can be purchased on Amazon. They can be reached at wbarrett@lawfirm.ms and cgocel@lawfirm.ms respectively.



Available on Amazon

Why is Failure to Accommodate a Disability Different from All Other Types of Employment Discrimination?

By Dennis J. Alessi, Esq., LL.M, CHC

According to statistics from the Equal Employment Opportunity Commission, in 2018 disability discrimination claims were nearly one third of all the charges filed with the Commission. Recently the New Jersey Appellate Division issued a decision which, in two respects, significantly increases an employer's liability for allegedly failing to accommodate an employee's disability.

To understand the significance of this decision, some explanation of basic employment discrimination law is necessary. First, for nearly 50 years a bedrock of this law has been that an employee claiming discrimination must present evidence on three points: (1) the employee must be in a class protected by the law against employment discrimination (i.e.; in this situation having a disability); (2) the employee has suffered some "Adverse Employment Action" (e.g.; was fired, not promoted, demoted, or transferred to a less desirable job); and (3) the circumstances raise an inference that the employee being in a protected class was at least somewhat a factor in this Adverse Employment Action.

A second point of employment law is that when an employee has a disability and, notwithstanding it, the employee can perform a job with some accommodation for the disability; then the employer has a legal obligation to provide a reasonable accommodation (e.g.; allowing a pregnant sales woman to sit on a stool rather than standing behind a counter).

In *Richter v. Oakland Board of Education*, a schoolteacher alleged a failure to accommodate her disability of having diabetes because the Board of Education did not grant her request to have her lunch break earlier in the day. As a result, the schoolteacher had a hypoglycemic episode, fell and was injured. However, the Board of Education took no Adverse Employment Action against the schoolteacher because of this incident.

The schoolteacher filed a lawsuit against the Board of Education claiming disability discrimination because the Board had not granted her requested accommodation, and she sought additional monetary damages for the personal injury she suffered from her fall. Precisely because it had not taken any Adverse Employment Action, and asserting that her personal injury claim was exclusively subject to Workers' Compensation Court, the Board of Education sought the dismissal of her lawsuit.

The trial court dismissed the case, but the Appellate Division reinstated it; holding that the employee did not have to allege an Adverse Employment Action as an element of her failure to accommodate a disability claim. The employee was permitted to pursue this claim based solely on the allegation that she had to "soldier on [working as a schoolteacher] without a reasonable accommodation."

The court also held that her personal injury claim from the fall, due to her hypoglycemic episode, was not preempted by the Workers' Compensation Act. Consequently, the employee was also permitted to pursue this personal injury claim against the Board, with it having only a credit for any benefits the employee received from Workers' Compensation.

There are three important "take – aways" from this decision: (1) even though the defendant was a public entity, a Board of Education, this decision is equally applicable to all private sector employers; (2) employees can now bring a failure to accommodate disability discrimination claim even when they have suffered no damages In the terms and conditions of their employment (i.e.; no Adverse Employment Action); and (3) employers need to have Employment Practices Liability Insurance ("EPLI") and carefully check the policy that it covers allegations of physical injury allegedly resulting from an act of employment discrimination.

This last "take-away" is most important because this decision negates another bedrock principle of employment law; that an employee's claim for personal injury against his/her employer is limited to Workers' Compensation. An employer's general liability insurance policy will almost assuredly have an exclusion for employee claims of personal injury at work. Consequently, if the employer's EPLI insurance does not include coverage for an employee's physical injuries, allegedly resulting from an act of employment discrimination, the employer may be without any insurance coverage for these injuries.

Dennis J. Alessi, Esq., LL.M, CHC is Co-Chair of Mandelbaum Salsburg's Employment Law and Healthcare Law Practice Groups. He can be reached at dalessi@lawfirm.ms.

Best Lawyers©

The Best Lawyers in America 2020 Edition

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Employment Law

David S. Carton
Family Law

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Criminal Defense:
White-Collar

Gordon C. Duus
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Real Estate Law

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Barry M. Schwartz
Banking and Finance Law

Lynne Strober
Family Law

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Mandelbaum Salsburg

Thought Leadership: Recent Lectures & Publications

Richard I. Simon, Co-Chair of the Firm's Banking and Financial Services Group moderated a panel on March 5th at the NYIC/IF/IFA Northeast Joint Factoring Event. "Updates on the Lender License Law, Commercial Loan Disclosure Law and Confession of Judgment."

On March 6th, **Steven W. Teppler**, Chair of Mandelbaum Salsburg's Privacy and Cybersecurity Practice spoke at the RSA Conference 2019 in San Francisco. His session was entitled "Blockchain Anchored Swap Meet: A Mock Trial."

Joseph J. Peters, Chair of Mandelbaum Salsburg's Personal Injury and Workers' Compensation Practice Group, spoke at the BNI Developers meeting on March 16th.

Steven A. Holt, Chair of both the Trusts and Estate and Tax Law Practice Groups and **Jeffrey L. Wasserman**, a Member in the Firm's Corporate Practice Group, were part of a panel discussion presented by the Estate Planning Council of Northern NJ on March 27th which covered how to advise and ready a client and their business for sale.

On March 30th, **Shawna A. Brown**, an Associate in Mandelbaum Salsburg's Special Needs Practice and with NJELC at Mandelbaum Slasburg spoke at a special interactive family event hosted by Progressive Comprehensive Services, LLC on the ABLE-ACT, Special Needs Trusts Funds and Guardianship.

In late March, **Steven W. Teppler** was featured on a *Healthcare Info Security Podcast* on "Analyzing the $7.5 Million UCLA Health Data Breach Settlement."

In March, **Dennis J. Alessi**, Co-Chair of Mandelbaum Salsburg's Healthcare Law and Employment Law Practice Groups, was interviewed for an *ROI-NJ* piece on the frequency of healthcare regulation changes and the effect that it has on physician and practice group compliance.

Ronald D. Coleman, Chair of Mandelbaum Salsburg's Intellectual Property and Brand Management Practice Group, was part of a panel discussion at the Fashion Law Institute's 9th Annual Symposium discussing "Real Possibilities: Recent developments in Fashion Law" on April 12th.

On April 15th, **Ronen Yair**, an Associate in Mandelbaum Salsburg's Healthcare Practice Group, was part of a panel discussion on Law/Law Enforcement at the Intercollegiate EMS Collaboration 2019.

Eric R. Goldberg, Co-Chair of the New Jersey Elder Law Center at Mandelbaum Salsburg, spoke at the final session of the MMC free 5-week course for family caregivers called "The Art of Caregiving," which covered key issues that family caregivers need to know about in caring for an aging loved one.

Steven W. Teppler was quoted in a *Healthcare Info Security* article on "Drug Lab Cyberattack Puts Spotlight on IP Theft Threat" in late May and spoke at Sonatype's DevSecOps Conference in New York City on supply chain cybersecurity.

Eric R. Goldberg gave a presentation to the Foundation for Morristown Medical Center in May where he discussed common mistakes that people make when doing their long-term care planning.

Lynne Strober, Co-Chair of the Firm's Family Law Practice Group, was a speaker at the NJ Association of Professional Mediators Annual Conference in Somerset on June 15.

Richard I. Miller, Co-Chair of the NJ Elder Law Center at Mandelbaum Salsburg spoke at an NJICLE program on Guardianships in 2019: The Basics and Beyond on June 18th.

Ronald D. Coleman authored a chapter in "The New York Yankees in Popular Culture" on branding and trademarks and on June 7th co-wrote an article on The Section 230 Illusion and the discussion of whether Twitter and Facebook are Publishers or Platforms.

On June 15th, **David S. Carton**, Co-Chair of Mandelbaum Salsburg's Family Law Practice Group, spoke at the New Jersey Association of Professional Mediators Annual Civil and Divorce Mediation Seminar on how alimony is viewed after January 1st.

On June 18th, **Jeffrey M. Rosenthal**, Co-Chair of the Firm's Banking and Financial Services Group, served as a legal advisor in the recent AUA Private Equity Partners LLC acquisition of the assets of TruFoodMfg, a leading snack food contract manufacturer.

On June 19th , **Gary S. Young**, a Member in Mandelbaum Salsburg's Corporate and ERISA Practice Groups, authored an article for *NJBIZ* explaining how employers can ensure that their compensation practices comply with the state's equal pay.

In June, **Steven W. Teppler** was featured in a *Healthcare Info Security Podcast* interview on the proposed $74 million Premera settlement.

On June 26th, **Richard I. Miller**, spoke at Employment Horizons, Inc. on long term financial planning for families and individuals with disabilities.

On June 27th, **Lynne Strober** wrote an article for *Family Lawyer Magazine* on "Expert Opinions: Hired Guns vs. Objective Experts."

Mandelbaum Salsburg

Thought Leadership: Recent Lectures & Publications

Ronald D. Coleman, attended the White House Social Media Summit hosted by President Trump on July 11th. Also in July, he spoke at the New York Intellectual Property Law Association (NYIPLA) on Hot Topics in Intellectual Property.

On July 18th, **Steven I. Adler**, Co-Chair of Mandelbaum Salsburg's Labor and Employment Practice Group, authored an article for *NJBIZ* discussing how Age Discrimination laws provide some flexibility for companies to set long-term plans.

Dennis J. Alessi partnered with Steven Mizrach, CPA for a webinar on July 30th on The Financial Pros and Cons of a DSO.

On August 1st, **Gary S. Young** authored an op-ed piece for ROI-NJ on the recent protest at Amazon and Wayfair for better working conditions.

Peter H. Tanella authored a piece for *Today's Veterinary Business* August issue on practice partnership agreements.

On August 6th, **William S. Barrett**, the Firm's CEO and Chair of its National Dental Law Center led the Career Advice After Dental School/Residency panel at New York County Dental Society.

Hon. Michael K. Diamond was a speaker at the Family Law Summer Institute on the issue of Child Custody in August. He also presented at the Barry Croland Family Inns of Courts on family law issues.

Lawrence C. Weiner, Member of the Firm's Commercial and Corporate Litigation Group, co-authored a chapter in NJICLE's "Commercial Real Estate Transactions in New Jersey" on "Brokerage Agreements and Related Considerations."

Steven I. Adler and **Steven W. Teppler**, co-authored an article for Law.com entitled "What Keeps GCs up at night." Adler was also quoted in a September 1st story on IvyExec.com on Non-competes, NDAs and other restrictive covenants.

Martin D. Hauptman, Chair of the Firm's ERISA Practice, wrote for NJ.com's *Biz Brain* where he answered a reader's question on the differences between CPA's, enrolled agents and tax attorneys.

On September 12th, **William S. Barrett** partnered with Mark Murphy of Northeast Private Client Group, Stephen Goldberg of Sun M&A, Frank Gazzillo of Accurate Neuromonitoring and James Cote, Former Owner of Co-Planar, Inc. for a presentation on "Exit Strategies for Business Owners."

On September 19th, **David Carton** presented at an Essex County Bar Association seminar on "The Family Law Attorney's Guide To Successfully Negotiating the Division of Retirement Assets."

Michelle L. Scanlon an Associate in the Firm's Special Needs and Education Law Practices as well as the NJ Elder Law Center at Mandelbaum Salsburg presented at "Addressing the Unique Legal & Financial Needs of Special Needs Youth and Families" on September 24th.

Lynn Strober hosted "A Time to Talk About Divorce" on September 24th in the Firm's Board Rooms where she partnered with Christine Healy, CDFA and Patricia A. Hucko, MA, NCC, LPC to provide a confidential safe space to learn about divorce.

On September 25th, **Gary S. Young** and **Martin D. Hauptman** presented alongside Elizabeth Harper, CPA of SobelCo and Steven Greenbaum of Altigro Pension Services, on "The Pros and Cons of a Pre-Approved Plan." Also on September 25th, **Gary S. Young** spoke at the World of the Latino Cuisine: Food Products and Beverage Trade Show on the new laws on sexual harassment in the workplace.

On October 7th **Arla D. Cahill** wrote an op-ed piece for *NJ.com* on Children's Legal Protections against bullying.

Robin F. Lewis, a Member in the Firm's Real Estate Practice, participated in a panel discussion at the PRIMERUS Global Conference on diversity and inclusion in law firms. The conference took place October 10 -11 in San Diego.

Michelle Scanlon presented at this year's Autism New Jersey Conference on October 18th. She held an interactive discussion on what some families have done, what some of the different options are, and the easiest ways to get the planning process started.

On October 29th, **Dennis J. Alessi, Steven A. Holt** and **Gary S. Young** will present at an all-day CPE program hosted by Altigro Pension Services**.**

William S. Barrett and **Casey Gocel's** book entitled "Buy Sell Merge: How to Navigate Successful Dental Practice Transactions for the Entrepreneurial Dentist" was launched at Dentsply Sirona World on October 3rd where Bill is a featured presenter. In November he will also be presenting at the American Academy of Periodontology and on December 1st he will present at the Greater New York Dental Meeting.

On December 4th, **Steven A. Holt** and **Martin D. Hauptman** will present the Firm's Annual Tax, Trusts & Estates Seminar at Mayfair Farms.

On December 11th, **Arla Cahill**, will present on "School Law: Social Media and Apps, Cyberbullying, Privacy and Other Technology Issues" at the National Business Institute in Cherry Hill.

Mandelbaum Salsburg

Team Mandelbaum's Charitable Endeavors

On April 12th, we held our 1st annual Easter basket drive which collected an incredible amount of candy, toys, crafts and Easter goodies. We assembled 31 Easter baskets which were delivered to the children at Eva's Village!

In honor of Military Appreciation month in May, the attorneys and staff of Mandelbaum Salsburg participated in the Say Thank You Selfie Challenge through Operation Gratitude! Pictures with the hashtags #SayThankYouSelfie and #OperationGratitude were included in a special edition of the Operation Gratitude magazine, which is placed in every single one of the 500,000+ Care Packages.

Our May denim day supported the Metropolitan YMCA of the Oranges. This incredible organization is the largest association of YMCA in NJ and enriches the lives of thousands of children, families and individuals through programs that build spirit, mind and body.

We are excited to share that the Irving Mandelbaum Family Advocacy Room at LifeTown is complete! This beautiful space on the 1st floor is where families of individuals with special needs can learn about future planning, talk one-on-one with attorneys about the laws that protect their children and much more.

Team Mandelbaum's Annual Blood Drive collected 25 pints at the drive on July 23rd, the most ever from a Mandelbaum blood drive! We'd also like to thank Last Licks Homemade Ice Cream for providing the ice cream for our "Pint for a Pint" initiative.

On July 28th, Team Mandelbaum members joined hundreds of volunteers at the NCJW/Essex Back to School Store! This annual event allows Essex County children in financial need to "shop" for free clothing, sneakers and school supplies in a one-day-only "store" set up just for them in Livingston, NJ. With the assistance of NCJW/Essex volunteer personal shoppers, each child is escorted throughout the department-store-like space to select items in their favorite colors and styles.

With the help of Newark Water Coalition, the Firm donated 90 cases of water to the city of Newark to aid in their recent water crisis. We are proud to be able to support our roots and local community in need.

Mandelbaum Salsburg

Our Firm's Firm Awards & Accolades

Barry Mandelbaum, founding member of the Firm and Chairman of the Board, was recognized as a NJBIZ 2019 Icon Award winner. Barry was recognized for his work growing the law firm, serving clients with dignity and respect for over 57 years and all his charitable endeavors.

Lynne Strober has been named to the 2019 National Law Journal's List of Family Law Trailblazers. The National Law Journal accepted nominations from all around the nation and narrowed their list down to 14 individuals who through their hard work and determination, have helped their clients. Also this year, Lynne was reappointed to serve on the New Jersey State Bar Association Family Law Executive Committee for the 2019-2020 term.

Casey Gocel was named by Leading Women Entrepreneurs & Business Owners as a Top 25 Leading Intrapreneur. Leading Women Entrepreneurs (LWE) is a networking organization that recognizes outstanding women in business. This award honors the innovators in corporate environments who support diversity efforts. She also received the Boy Scouts of America Tribute to Women Award.

Arla D. Cahill was elected to the Executive Committee of Employment Horizons, Inc. and was also appointed by the New Jersey Supreme Court to serve as Vice Chair of the District Ethics Committee V-B for Essex County.

Martin D. Hauptman was appointed to a three year term as a Consultor to the Real Property Trust and Estate section of the New Jersey State Bar Association. The Real Property Trust and Estate Law Section discusses developments in real property, trust and estate law, including the creation and administration of estates, wills and trusts.

Peter H. Tanella was sworn in to serve his 5th term on the Council of Cedar Grove. Peter has served Cedar Grove since first being elected in November of 2004, including 4 terms as Mayor.

Ronald D. Coleman was named in the 2019 edition of WIPR - World IP Review Leaders which profiles the leading IP practitioners from around the world.

Jennifer E. Presti was elected to the Board of Directors for the Mental Health Association of Essex and Morris, Inc.

Hon. Michael K. Diamond was upheld by The Appellate Division of the Superior Court of New Jersey for two of his difficult and lengthy Arbitration matters dealing with support and equitable distribution issues.

Honorable Paul J. Vichness, J.S.C. (Ret.) has been appointed to represent Essex County as a Delegate to the New Jersey State Bar Association General Council for the 2019-2020 year. The General Council is a group comprised of leaders of the NJSBA that make recommendations to the association's Board of Trustees on matters affecting the membership and the legal community.

Tom Brennan, Mandelbaum Salsburg's CIO, has been elected as the Chairman for CREST International, USA Regional. CREST USA is a 501(6)c not-for profit and provides internationally recognized accreditations for organizations and professional level certifications for individuals providing penetration testing, cyber incident response, threat intelligence and Security Operations Centre (SOC) services.

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