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Attorneys for Plaintiffs

ANTHONY P. NEIDLE, ALISSA RAGONA
 and CHRISTIAN HARDMAN on behalf of
 themselves and all others similarly situated,

Plaintiffs,

v.

ACME TRADING EXPEDITIONS, LLC,
 GOURMET EXPEDITIONS, LLC, CHIANTI
 RISTORANTE ITALIANO, TARANTELLA
 RISTORANTE, FEMMINA ITALIAN
 GRILLE, BIAGIO COPPOLA, OCTAVIO
 COPPOLA, IVAN COPPOLA, FRANCO
 COPPOLA and JOHN DOE (I-L) and ABC
 CORPORATION (LI-C), fictitious individuals
 and/or entities, jointly, severally and/or in the
 alternative,

Defendants.

SUPERIOR COURT OF NEW JERSEY
 CAMDEN COUNTY
 LAW DIVISION

DOCKET NO.

CLASS ACTION COMPLAINT

INTRODUCTION

1. This is a class action, brought under New Jersey law, on behalf of Plaintiffs and a class of current and former tipped servers employed by Defendants, who own and operate three (3) local restaurants, Tarantella Ristorante, Femmina Italian Grille and Chianti Ristorante Italiano, for a uniform wage policy of unlawfully withholding and diverting gratuities owned by the class in violation of the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1, et seq. (“NJWPL”) during the six (6) years immediately preceding the filing of this Complaint.

2. Plaintiffs bring New Jersey state law claims exclusively against Defendants, on behalf of themselves and the class, in order to remedy the unlawful withholding and diverting a portion of their wages in violation of N.J.S.A. 34:11-4.4 including:

- a. A claim for injunctive and declaratory relief under the New Jersey Declaratory Judgment Act, N.J.S.A. 2A16-51, et seq., to end Defendants' unlawful policies described herein;
- b. a claim under N.J.S.A. 34:11-4.1 et seq. and 34:11-4.7, specifically, for such misappropriation of wages in violation of N.J.S.A. 34:11-4.4; and
- c. claims under the New Jersey common law for conversion, breach of covenant of good faith and fair dealing and unjust enrichment based on the amounts unlawfully withheld and diverted by Defendants.

JURISDICTION AND VENUE

3. The New Jersey Superior Court has exclusive subject matter jurisdiction over the claims alleged herein, in that all claims pleaded are New Jersey state law claims and the total amount in controversy, including attorney's fees, is less than \$5 million.

4. Venue is proper in Camden County as Defendants transact business in Camden County, New Jersey, as they advertise and seek customers who reside therein and, as such, jurisdiction and venue in such county is proper.

PARTIES

5. Plaintiff, Anthony P. Neidle (hereinafter referred to as "Plaintiff Neidle") is a resident of the Commonwealth of Pennsylvania who was employed by Defendants as a tipped server at Tarantella Ristorante from December 2014 until January 2018. Like all class members, Plaintiff, Neidle was victimized by the unlawful wage payment policy of Defendants as

described herein.

6. Plaintiff Alissa Ragona, (hereinafter referred to as “Plaintiff Ragona”) is a resident of the State of New Jersey who was employed by Defendants as a tipped server at the Tarantella Ristorante from November 2008 until November 2017. Like all class members, Plaintiff, Ragona was victimized by the unlawful wage payment policy of Defendants as described herein.

7. Plaintiff Christian Hardman (hereinafter referred to as “Plaintiff Hardman”), is a resident of the State of New Jersey who was employed by Defendants as a tipped server at the Femmina Italian Grille from 2011 until 2012 and Tarantella Ristorante from 2015 to 2018. Like all class members, Plaintiff Hardman was victimized by the unlawful wage payment policy of Defendants as described herein.

8. At all relevant times herein, Plaintiffs Neidle, Ragona and Hardman were covered employees of Defendants in New Jersey within the meaning of the NJWPL.

9. Plaintiffs are informed and believe and thereon allege that Defendant Acme Trading Expeditions, LLC (hereinafter referred to as “Defendant Acme”), is a New Jersey Limited Liability Company operating Defendant Tarantella Ristorante, located at 128 Rt. 70, Medford Plaza, Medford, NJ 08055 (hereinafter referred to as “Defendant Tarantella”).

10. Plaintiffs are informed and believe and thereon allege that Defendant Gourmet Expeditions, LLC (hereinafter referred to as “Defendant Gourmet”), is a New Jersey Limited Liability Company operating Defendant Femmina Italian Grille located at 408 Stokes Rd., F, Medford, NJ 08055 (hereinafter referred to as “Defendant Femmina”).

11. Plaintiffs are informed and believe and thereon allege that, Defendant Chianti Ristorante Italiano (hereinafter referred to as “Defendant Chianti”), is a New Jersey business

entity operating Defendant Chianti, at 127 Bridgeton Pike, Mullica Hill, NJ 08062.

12. Defendant Octavio “Salvatore” Coppola (hereinafter referred to as “Defendant Salvatore Coppola”), is a natural person residing in the State of New Jersey. Defendant Salvatore Coppola was at all times material herein an owner, member, officer and/or director of Defendants Acme, Gourmet, Chianti, Tarantella, Femmina, and John Doe (I-L) and/or ABC Corporation (L-C). On the official websites of Defendants Tarantella, Femmina and Chianti is a picture of Defendant Salvatore Coppola, stating “Over the years, Salvatore and Benny Coppola and their sons have maintained the family tradition with hard work, patience, caring and understanding, serving the freshest, most wholesome foods in generous portions in the style of Naples.” Defendant Salvatore Coppola exercised close control over the managerial operations of Defendants Acme, Gourmet, Chianti, Tarantella, Femmina, John Doe (I-L) and/or ABC Corporation (L-C), including, but not limited to, the policies and practices concerning the terms and conditions of employment, the supervision of employees, the hiring and firing of employees and the rate and method of the wages paid, including the gratuities received, by Plaintiff and all similarly-situated employees and, therefore, regardless of his title or position, at all material times herein was an agent of said Defendants performing the requisite management of same to be considered the employer of Plaintiffs and the class for the purpose NJPWL. Defendant Salvatore Coppola co-created the wage deduction policies alleged herein and, at all relevant times, was aware of these policies, directed employees of the Defendants to carry out these policies and received a personal benefit from these policies.

13. Defendant Biagio “Benny” Coppola, is a natural person residing in the State of New Jersey (hereafter “Defendant Benny Coppola”). Defendant Benny Coppola was at all times material herein was an owner, member, officer and/or director of Defendants Acme, Gourmet,

Chianti, Tarantella, Femmina, John Doe (I-L) and/or ABC Corporation (L-C). Defendant Benny Coppola, exercised close control over the managerial operations of Defendants Acme, Gourmet, Chianti, Tarantella, Femmina, John Doe (I-L) and/or ABC Corporation (L-C), including, but not limited to, the policies and practices concerning the terms and conditions of employment, the supervision of employees, the hiring and firing of employees and the rate and method of the wages paid, including the gratuities received, by Plaintiffs and all similarly-situated employees and, therefore, regardless of his title or position, at all material times herein was an agent of said Defendants performing the requisite management of same to be considered the employer of Plaintiffs and the class for the purpose NJPWL. Defendant Benny Coppola co-created the wage deduction policies alleged herein and, at all relevant times, was aware of these policies, directed employees of the Defendants to carry out these policies and received a personal benefit from these policies.

14. Defendant Ivan Coppola, whom Plaintiffs are informed and believe and thereon allege, is the son of Defendant Benny Coppola, is a natural person living in the State of New Jersey. At all times material herein, said Defendant was the registered agent and an owner, member, officer and/or director of Defendants Acme, Gourmet, Chianti, Tarantella, Femmina, John Doe (I-L) and/or ABC Corporation (L-C). Defendant Ivan Coppola, exercised close control over the managerial operations of Defendants Acme, Gourmet, Chianti, Tarantella, Femmina, John Doe (I-L) and/or ABC Corporation (L-C), including, but not limited to, the policies and practices concerning the terms and conditions of employment, the supervision of employees, the hiring and firing of employees and the rate and method of the wages paid, including the gratuities received, by Plaintiffs and all similarly-situated employees and, therefore, regardless of his title or position, at all material times herein was an agent of said Defendants performing the

requisite management of same to be considered the employer of Plaintiffs and the class for the purpose NJPWL. Defendant Ivan Coppola co-created the wage deduction policies alleged herein and, at all relevant times, was aware of these policies, directed employees of the Defendants to carry out these policies and received a personal benefit from these policies.

15. Defendant Franco Coppola, whom Plaintiffs are informed and believe is the son of Defendant Salvatore Coppola, is a natural person living in the State of New Jersey. At all times herein, said Defendant was registered agent and an owner, member, officer and/or director of Defendants, Acme, Gourmet, Chianti, Tarantella, Femmina, John Doe (I-L) and/or ABC Corporation (L-C). Defendant Franco Coppola, exercised close control over the managerial operations of Defendants Acme, Gourmet, Chianti, Tarantella, Femmina, John Doe (I-L) and/or ABC Corporation (L-C), including, but not limited to, the policies and practices concerning the terms and conditions of employment, the supervision of employees, the hiring and firing of employees and the rate and method of the wages paid, including the gratuities received, by Plaintiff and all similarly-situated employees and, therefore, regardless of his title or position, at all material times herein was an agent of said Defendants performing the requisite management of same to be considered the employer of Plaintiffs and the class for the purpose NJPWL. Defendant Franco Coppola co-created the wage deduction policies alleged herein and, at all relevant times, was aware of these policies, directed employees of the Defendants to carry out these policies and received a personal benefit from these policies.

16. Plaintiffs are informed and believe and thereon allege that at all material times herein fictitiously named Defendants, John Doe (I-L), inclusive, are individuals residing in the State of New Jersey and elsewhere, whose actual names are presently unknown, whose activities in this judicial district subject them to personal jurisdiction and who was registered agent and

owner, member, officer and/or director of Defendants Chianti, Tarantella and Femmina.

Regardless of his/her title or position, at all times material herein, Defendants John Doe (I-L), were agents of Defendants, performing the requisite management of same to be considered the employer of Plaintiffs and the class for the purpose NJPWL. Plaintiffs will further amend this Complaint to state the true names of these fictitiously named Defendants when ascertained.

17. Plaintiffs are informed and believe and thereon allege that at all times material herein fictitiously named Defendants ABC Corporation (LI-C), inclusive, are associations or organizations, form unknown, doing business in the State of New Jersey, whose actual names are presently unknown, whose activities in this judicial district subject them to personal jurisdiction of this Court and who were registered agents and owners, members, officers and/or directors of Defendants Chianti, Tarantella and Femmina. Regardless of his/her title or position, at all times material herein, Defendants John Doe (I-L), were agent of Defendants, performing the requisite management of same to be considered the employer of Plaintiffs and the class for the purpose NJPWL. Plaintiffs will further amend this Complaint to state the true names of these fictitiously named Defendants when ascertained.

18. Wherever appearing in this Complaint, each reference to Defendants, or any of them, is intended to be and shall be a reference to all Defendants, and to each of them, named and unnamed, including the fictitiously named Defendants, unless the reference is otherwise qualified.

19. Each of the Defendants was, at all times herein mentioned, acting in concert with, and in conspiracy with, every one of the remaining Defendants, unless the reference is otherwise qualified.

20. Whenever this Complaint alleges that Defendants did any act or thing, it is meant that they or their directors and/or its subsidiaries, affiliates, directors, officers, agents or employees performed or participated in such act or thing or failed to perform or participate in such act or thing, and in each instance where the subsidiaries, affiliates, directors, officers, agents or employees of the Defendant performed or participated in such act or thing or failed to perform or participate in such act or thing, they were authorized to and did, in fact, on behalf of Defendants.

21. Defendants together form and act as a single and joint employer with a high degree of unified operations, sharing common ownership and management. Further, each of these Defendants share the common labor policies and practices complained of herein.

**DEFENDANTS' POLICY OF VIOLATING THE NJPWL BY WITHHOLDING OR
DIVERTING THEIR EMPLOYEES' GRATUITIES**

22. Under New Jersey law, gratuities are the property of employees to whom they are paid and may not be taken or diverted by the employer for the purposes and benefit of their employer.

23. In particular, restaurant employees, including servers, rely on such gratuities or "tips" for a living wage.

24. Unfortunately, Defendants have pursued an unlawful, uniform policy of regularly and systematically taking and converting gratuities paid to the class and using them to pay the expenses and legal obligations of the Defendants in violation of New Jersey wage law, as described in greater detail herein.

25. This policy, known as the "Coppola Tax," is and was employed uniformly by Defendants at Tarantella Ristorante, Femmina Italian Grill and Chianti Ristorante Italiano throughout the class period.

26. Defendants require their servers to pool all of their gratuities, both cash and credit (hereinafter referred to as "Cash Tip Pool" and "Credit Tip Pool" where applicable). The policy of having a tip pool, as far as it goes, is legal, provided that the supposed "pool" is shared only with qualified employees and that no portion is paid to, or used by, Defendants to pay the legal obligations of Defendants.

27. Unfortunately, that is exactly what Defendants are doing. Specifically, at the end of every restaurant shift at the three restaurants described herein Defendants impose what is called the "Coppola Tax," an unlawful scheme to convert the gratuities paid to and owned by the class, and use such amounts to pay money directly to Defendants and/or to pay the lawful obligations owed by Defendants.

28. The "Coppola Tax" works as follows.

29. At the end of each restaurant shift, the total cash and credit gratuities paid to the class are reduced by an amount equal to four percent (4%) of his or her net sales during that shift.

30. If a server's total credit card gratuities during a shift were higher than the 4% "Coppola Tax," then the entire 4% "Coppola Tax" would be deducted from said credit card gratuities and the remainder of that server's total cash and credit gratuities would be said server's contribution to the tip pool for the shift.

31. If a server's credit card gratuities for that shift were not sufficient to cover the entire 4% "Coppola Tax," then the difference would be taken from said server's cash gratuities for that shift.

32. Thus, if a server earned no credit card tips during a shift, the total 4% "Coppola Tax" would be deducted from the cash tips received by the server during that shift. Said server's contribution to the Credit Tip Pool for the shift would be listed as \$0.00 and what remained of a

server's cash gratuities after payment of the "Coppola Tax" was divided equally amongst Defendants' servers who worked that shift pursuant to the Cash Tip Pool.

33. Indeed, if a server's total credit card and cash gratuities for a shift were not sufficient to constitute 4% of the server's gross sales for that shift, Defendants still required servers to pay the 4%. Thus, even if a server received no tips at all during his or her shift, he or she still had to pay the 4% "Coppola Tax" out of their own pockets!

34. The monies taken by Defendants from the gratuities paid to and earned by the class were and are being used by Defendants to pay the legal obligations of Defendants and are not part of any legitimate tip pool. Plaintiffs are informed that the proceeds from the "Coppola Tax" may have been used by Defendants to pay the bus staff, who are not part of any tip pool, the hourly or daily wages which Defendants owe to such bus staff workers.

35. Thus, the proceeds from the "Coppola Tax" either went directly into Defendants' pockets or were used to satisfy the Defendants' legal obligations to pay the hourly wages owed to the bus staff or other expenses of Defendants; expenses that are solely the legal obligation of Defendants.

36. Indeed, said bus staff were not part of either the Cash or Credit Tip Pools described herein. To the contrary, separate and apart from the "Coppola Tax," when each server received an equal share of the gratuities at the end of a shift – after deduction of the "Coppola Tax" – then each server would then give approximately ten percent (10%) of their share of the net gratuities to each member of the bus staff who worked during the shift. Thus, any gratuities paid to the bus staff was paid by the servers, not Defendants. Defendants kept the "Coppola Tax" for themselves, either pocketing the money outright or using it to pay Defendants' lawful obligations to pay wages to the bus staff and/or other restaurant expenses.

CLASS ACTION ALLEGATIONS

37. Plaintiffs bring this matter as a class action under Rule 4:32 on behalf of a class defined as:

All persons who are current or former employees of Defendants who worked as restaurant servers at Tarantella Ristorante, Femmina Italian Grill and/or Chianti Ristorante Italiano since August 9, 2012 (hereinafter referred to as the "Class").

38. In addition, Plaintiffs Neidle and Ragona bring this matter as a sub-class under Rule 4:32 on behalf of a class defined as:

All persons who are current or former employees of Defendants who worked as restaurant servers at Tarantella Ristorante since August 9, 2012 (hereinafter referred to as the "Tarantella Subclass").

39. In addition, Plaintiff Hardman brings this matter as a sub-class under Rule 4:32 on behalf of a class defined as:

All persons who are current or former employees of Defendants who worked as restaurant servers at Femmina Italian Grill since August 9, 2012 (hereinafter referred to as the "Femmina Subclass").

40. The members of each class and subclass are so numerous that joinder of all its members impracticable. At the current time, the precise number of class and subclass members is known exclusively by Defendants, but it is clear that each class or subclass has at least 100 members.

41. The class and subclass members are victims of Defendants' common policies and practices that have violated their rights under the NJWPL by, inter alia, willfully denying them their full wages.

42. The claims in this action arise exclusively from a uniform policy of Defendants as described herein, by which Defendants intentionally, willfully and repeatedly engage in a pattern, practice and/or policy of violating the NJWPL by willfully withholding and diverting a

portion of wages earned during a shift by each class member.

43. There are common questions of law and fact affecting the rights of the class members including, but not limited to, the following:

- a. Whether the Coppola Tax violated the NJWPL;
- b. Whether the gratuities earned by the class members during a shift was the lawful property of the class;
- c. Whether Defendants' conduct of requiring the class to pay four percent (4%) of its net sales each shift to Defendant otherwise violated the NJWPL;
- d. Whether the class is entitled to an order for injunctive and declaratory relief, including an accounting and an order barring the continuation of the policy described herein;
- e. Whether the class is entitled to compensatory damages;
- f. Whether the class is entitled to restitution; and
- g. Whether Defendants are liable for attorneys' fees and costs.

44. Plaintiffs are each members of the class and subclass they seek to represent.

45. The claims of Plaintiffs are not only typical of all members of the class, they are identical in that they arise from the same uniform policies of Defendants as to their wages and are based on the same legal theories as all class members.

46. Plaintiffs have no interest antagonistic to, or in conflict with the class.

47. Plaintiffs will thoroughly and adequately protect the interests of the class, having retained qualified and competent legal counsel to represent themselves and the class.

48. Defendants have acted on grounds generally applicable to the class thereby making appropriate injunctive and declaratory relief for the class as a whole.

49. The prosecution of separate actions by individual members of the class would create a risk of inconsistent or varying adjudications.

50. A class action is superior to other available methods for fair and efficient adjudication of the controversy in that Plaintiffs are informed and believe and thereof allege that many of the individual members of the class do not have the financial resources to adequately prosecute this claim and, absent a class action, would not obtain any redress.

51. Furthermore, there are no unusual difficulties that will be encountered in the management of this class action as the proofs as to liability are common to all class members.

COUNT 1

NEW JERSEY UNIFORM DECLARATORY JUDGMENT ACT N.J.S.A. 2A:16-51, et seq.

52. Plaintiffs and the class incorporate all preceding paragraphs of this Complaint as though fully set forth at length herein.

53. Plaintiffs and the class need, and are entitled to, a declaration that the “Coppola Tax”, as described herein, is barred by law from such misappropriation of wages.

54. Plaintiffs and the class have a significant interest in this matter in that each has or will be subjected to the unlawful practices and policies alleged herein.

55. Based on the foregoing, a justifiable controversy is presented in this case rendering declaratory judgment appropriate.

56. In addition, because the unlawful practices and policies of Defendants continue, and are ongoing, Plaintiff and the class need, and are entitled to, an order for an accounting and injunctive relief prohibiting Defendants and their officers, agents, successors, employees and representatives and any and all persons acting in concert with them from engaging in such unlawful practices and policies set forth herein.

COUNT TWO

**NEW JERSEY WAGE AND PAYMENT LAW
N.J.S.A. 34:11-4.1, et seq.**

57. Plaintiffs and the class incorporate all preceding paragraphs of this Complaint as though fully set forth at length herein.

58. Defendants are “employers” and Plaintiffs and the class are or were “employees” within the meaning of N.J.S.A. 34:11-4.1.

59. The gratuities received by Plaintiffs and the class during each shift are “wages” within the meaning of N.J.S.A. 34:11-4.1.

60. At all relevant times herein, Defendants have employed and/or continue to employ Plaintiffs and the class within the meaning of the NJWPL.

61. During the class period covering the Complaint, Defendants had a willful policy and practice of requiring Plaintiffs and the class to relinquish from their wages each shift an amount equal to four percent (4%) of each’s net sales during said shift to Defendants.

62. N.J.S.A. 34:11-4.4 prohibits employers from withholding or diverting any portion of an employee’s wages unless one of the exceptions enumerated thereunder apply.

63. Defendants’ diversions of the wages owed to Plaintiffs and the class do not fall under one of the exceptions set forth in N.J.S.A. 34:11-4.4.

64. Accordingly, due to Defendants’ practices and policies, Plaintiff and the class were subject to unlawful deductions from their wages.

65. N.J.S.A. 34:11-4.7 authorizes Plaintiffs and the rest of the class to maintain a civil action for the full amount of his or her wages in any competent court of jurisdiction in this State.

66. Pursuant to the NJWPL, Plaintiffs and the rest of the class seek full reimbursement of the amount Defendants unlawfully deducted from the wages of Plaintiffs and

the class and all other such relief this Court deems just and proper.

COUNT THREE

CONVERSION

67. Plaintiffs and the class incorporate all preceding paragraphs of this Complaint as though fully set forth at length herein.

68. At all relevant times herein, the gratuities earned and paid to Plaintiffs and the class were their property.

69. By requiring Plaintiffs and the class to relinquish their wages in an amount equal to four percent (4%) of the net sales during a shift, Defendants intentionally and unlawfully exercised dominion and control of property belonging to Plaintiffs and the class.

70. Such deprivation of property occurred without lawful justification.

71. As a result of Defendants' conduct, Plaintiffs and the class have endured significant economic damages.

COUNT FOUR

UNJUST ENRICHMENT AND DISGORGEMENT

72. Plaintiffs and the class incorporate all preceding paragraphs of this Complaint as though fully set forth at length herein.

73. By the acts alleged herein, Defendants received a benefit from Plaintiffs and the class in the form of monies earned by Plaintiffs and the class which were lawfully the property of Plaintiffs and the class.

74. Defendants' retention of such benefit would be unjust.

75. By all facts alleged herein, equity demands that Defendants disgorge themselves of said benefit and the benefit be returned to Plaintiffs and the class.

COUNT FIVE

INDIVIDUAL LIABILITY

76. Plaintiffs and the class incorporate all preceding paragraphs of this Complaint as though fully set forth at length herein.

77. Defendants Benny Coppola, Salvatore Coppola, Ivan Coppola and Franco Coppola, each exercised significant and sufficient control over the management of Defendants Acme, Gourmet, Chianti, Tarantella and Femmina, so as to be deemed employers under N.J.S.A. 34:11-4.1 and, therefore, are individually liable for the violations of the NJWPL as described herein.

78. As a result of Defendants' conduct, Plaintiffs and the class have endured significant economic damages.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs ask this court to:

- a. Certify the proposed class under Rule 4:32;
- b. enter and order for injunctive and declaratory relief as described herein;
- c. enter a judgment in favor of Plaintiffs and the class for damages suffered as a result of the conduct alleged herein, to include interest and pre-judgment interest;
- d. award Plaintiffs reasonable attorneys' fees and costs;
- e. grant such other and further legal and equitable relief as the court deems just and equitable.

JURY DEMAND

Plaintiffs hereby demand a trial by jury as to all issues so triable.

DeNITTIS OSEFCHEN PRINCE, P.C.

BY: 

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Attorneys for Plaintiffs

Dated: August 9, 2018

CERTIFICATION PURSUANT TO R. 4:5-1

To the best of Plaintiffs' knowledge, the matter in controversy is not related to any pending action. No arbitration proceeding is pending or contemplated. There are no other parties known to Plaintiffs at this time who should be joined in this action.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Stephen P. DeNittis, Esquire is designated as trial counsel.

DeNITTIS OSEFCHEN PRINCE, P.C.

BY: 

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Attorneys for Plaintiffs

Dated: August 9, 2018

Civil Case Information Statement

Case Details: CAMDEN | Civil Part Docket# L-003026-18

Case Caption: NEIDLE ANTHONY VS ACME TRADING
EXPEDIT IONS, LLC
Case Initiation Date: 08/09/2018
Attorney Name: JOSEPH A D'AVERSA
Firm Name: DE NITTIS OSEFCHEN AND PRINCE PC
Address: 5 GREENTREE CENTRE 525 ROUTE 73 NORTH
STE 410
MARLTON NJ 08053
Phone:
Name of Party: PLAINTIFF : Neidle, Anthony, P
Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: TORT-OTHER
Document Type: Complaint with Jury Demand
Jury Demand: YES - 6 JURORS
Hurricane Sandy related? NO
Is this a professional malpractice case? NO
Related cases pending: NO
If yes, list docket numbers:
Do you anticipate adding any parties (arising out of same transaction or occurrence)? 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? YES

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:

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)*

08/09/2018
Dated

/s/ JOSEPH A D'AVERSA
Signed