

***THE MARK LAW FIRM, LLC***

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*Attorneys for Plaintiff Anthony B. Diniz*

**ANTHONY B. DINIZ,**

Plaintiff,

v.

**TROY CONTRACTORS LLC; LEANDRO  
FILGUEIRA; JOHN DOES 1-10** (Fictitious  
Names Representing Unknown Persons); ABC  
CORPS 1-5,

Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION: UNION COUNTY

Docket No. UNN-L-

CIVIL ACTION

**COMPLAINT, JURY DEMAND,  
DESIGNATION OF TRIAL COUNSEL,  
AND DEMANDS FOR DISCOVERY**

Anthony B. Diniz, by and through his attorneys, The Mark Law Firm, LLC, does hereby complain and alleged against Defendants as follows:

**PARTIES**

1. Plaintiff, **ANTHONY B. DINIZ** (hereinafter “Mr. Diniz”) is a former employee of Defendant **TROY CONTRACTORS LLC**. Mr. Diniz is a citizen of the City of Elizabeth, in the County of Union, State of New Jersey.

2. Defendant **TROY CONTRACTORS LLC** (hereinafter “Troy” or “the company”) is an LLC with a business address and operating at 1856 Woodleigh Drive W, in Jacksonville, Florida and was at all relevant times Plaintiff’s employer.

3. Defendant **LEANDRO FILGUEIRA** (hereinafter “Mr. Filgueira”) was at all relevant times the owner of Troy Contractors LLC, was Plaintiff’s direct supervisor, and had

authority, control and/or engaged in unlawful conduct by failing to pay Mr. Diniz's his wages, overtime and bonus, thereby resulting in Defendants' unjust enrichment. Mr. Filgueira is a citizen of Jacksonville, County of Duval County, State of Florida.

4. **JOHN DOES 1-10** are individual persons who are currently unknown but had authority, control and/or engaged in conduct which damaged Mr. Diniz, denying him the wages and reimbursement to which he was entitled.

5. **ABC CORPS 1-5** are business entities which are currently unknown but had authority, control and/or engaged in conduct which damaged Mr. Diniz, denying him the wages and reimbursement to which he was entitled.

#### **VENUE**

6. Venue properly lies in Union County, New Jersey because Plaintiff is a citizen of Union County, New Jersey.

#### **FACTS COMMON TO ALL COUNTS**

1. Plaintiff Anthony Diniz was hired by Troy Contractors LLC on July 12, 2019, as a Metal Framer and commenced employment with the company on July 15, 2019.

2. Leandro Filgueira, the owner of Try Contractors LLC personally hired Mr. Diniz. Mr. Filgueira was also the supervisor that Mr. Diniz reported to.

3. In October of 2019, just months into his employment with Troy, Mr. Diniz was offered a promotion to Foreman in exchange for his agreement to perform a job in Portland, Maine at the insistence of Mr. Filgueira.

4. One of Mr. Filgueira's Foreman, Christian, approached Mr. Diniz and advised that "Leandro wants to make you a Foreman and wants you to take the job in Maine, where a self-storage building is being constructed"

5. Mr. Diniz subsequently spoke with Mr. Filgueira a day or two later, who confirmed with Mr. Diniz that he did indeed want Mr. Diniz to act as a Foreman on the Maine job and warned Mr. Diniz that he would have to be capable of managing the site by himself.

6. Mr. Filgueira advised that, should Mr. Diniz agree to perform the Maine job, he would receive a bonus at the end of the job, but only after Mr. Filgueira received the retainer payment.

7. Mr. Filgueira initially represented to Mr. Diniz that the bonus would be based upon a percentage of the retainer payment. Subsequently however, Mr. Filgueira advised that Mr. Diniz would receive a \$5,000 bonus for the Portland, Maine job and recorded same on an envelope alongside other payments which Mr. Diniz was owed, such as unpaid wages and reimbursement for various expenses.

8. As part of his promotion to Foreman, Mr. Filgueira promised Mr. Diniz that he would receive a raise from \$19 per hour to \$21 per hour shortly after beginning work on the Maine job.

9. On October 15, 2019, Mr. Diniz drove to Portland, Maine in order to begin the aforesaid job. Mr. Diniz did not receive compensation for his travel time to Maine.

10. Mr. Diniz remained in Portland from October 15, 2019 until April of 2020 and during his time there, typically worked 10 hours per day, 6 days a week, yet he did not receive overtime compensation for hours worked in excess of 40 per week.

11. Mr. Diniz was also denied the raise which he had been promised and, in an attempt to conceal this fact from him, Mr. Filgueira represented on one of Mr. Diniz's pay stubs that he was being paid \$21 per hour. However, Mr. Diniz eventually determined this was a lie

based on amounts he had received and Mr. Diniz's hourly rate remained at \$19 per hour until the date of his resignation.

12. While working on the Maine job, Mr. Diniz was operating a company vehicle and had been instructed by Mr. Filgueira that, "You will take guys to work and back and drive them to pick up groceries when needed." Mr. Diniz did not use the company car for any other purposes.

13. On January 13, 2020, while operating the company vehicle and driving several workers to pick up groceries pursuant to Mr. Filgueira's instructions, Mr. Diniz was involved in a motor vehicle accident. Mr. Diniz was not ticketed, and the police report did not find him at fault.

14. Mr. Filgueira, however, declined to make claim with his auto insurance carrier regarding this motor vehicle accident. Instead, Mr. Filgueira chose to illegally deduct \$8,000 from Mr. Diniz's bonus and wages in order to pay for property damage caused by the motor vehicle accident. This represents a clear violation of N.J.S.A. § 34:11-4.4, as Mr. Diniz never authorized said deduction, nor would he.

15. In April of 2020, shortly after Mr. Diniz returned to New Jersey, Mr. Filgueira spoke with Mr. Diniz and advised, "I am going to deduct from your wages to pay for the company vehicle, we will have to work something out because insurance is not going to cover it." Mr. Diniz objected, responded that he was not at fault and expressed confusion as to why Mr. Filgueira could not simply make a claim with his auto insurance carrier.

16. Mr. Filgueira had by this time received the retainer payment for the Maine job, despite same, however, he declined to pay Mr. Diniz the promised bonus of \$5,000 for the work performed.

17. Recognizing that Mr. Filgueira was then unwilling to negotiate with him, Mr. Diniz advised that, “We will have to further discuss this later.” However, the parties never revisited this matter and Mr. Filgueira illegally deducted roughly \$8,000 from Mr. Diniz’s promised bonus and his weekly wages. This deduction occurred shortly after the job in Portland Maine was completed in April of 2020.

18. On January 27, 2020, while Mr. Diniz was still working in Portland, Maine, Mr. Filgueira had instructed Mr. Diniz to pay \$1,200 to cover the cost of holding a company vehicle in a yard owned by A1 Recovery, Inc. This company vehicle had gotten stuck in the street during winter conditions and was subsequently towed to the yard.

19. Mr. Filgueira failed to act timely, and the company vehicle remained in the lot for several weeks, during which time the storage bill continued to increase with each day until it exceeded \$1,000. Mr. Filgueira instructed Mr. Diniz to pay this cost to have the company vehicle removed from the lot and advised him that the company would reimburse him once the Maine job was completed. Mr. Diniz did as Mr. Filgueira instructed and paid \$1,200 to A1 Recovery, however, he never received reimbursement for this expense.

20. Similarly, while working in Maine, Mr. Filgueira instructed Mr. Diniz to purchase gas for the company vehicle and promised to reimburse him for same, however, Mr. Diniz never received reimbursement for this expense, resulting in an out-of-pocket loss of roughly \$750.

21. Mr. Filgueira also promised to reimburse Mr. Diniz for money spent on tools during the job in Maine, which aggregated to about \$2,285. Again, Mr. Diniz was denied reimbursement despite Mr. Filgueira’s representations that Mr. Diniz would receive reimbursement.

22. Mr. Filgueira assured Mr. Diniz that he would receive reimbursement during the weekly pay period, however Mr. Diniz never received full reimbursement.

23. Whenever timely payment was not received, Mr. Filgueira would assure Mr. Diniz that payment would be tendered during the following pay period. Mr. Diniz complained to Mr. Filgueira on numerous occasions that he was not being reimbursed for his expenses on behalf of the business, yet Mr. Filgueira continued to insist they would eventually work it out.

24. Mr. Filgueira subsequently claimed that, rather than reimbursing Mr. Diniz for his expenses, he would consider these amounts as payment owed to him as a result of the company vehicle accident and out of pocket expenses incurred due to his refusal to make a claim with his auto insurance carrier, which Mr. Diniz refused to accept. To date, Mr. Diniz has not received full reimbursement for these expenses.

25. Mr. Diniz has complained to Mr. Filgueira on numerous occasions regarding various wage and hour violations.

26. On one occasion Mr. Diniz and Mr. Filgueria met at a self-storage unit to discuss Mr. Diniz's unpaid wages and so that Mr. Diniz could retrieve an expensive tool which Mr. Filgueira had borrowed.

27. During their conversation, Mr. Filguiera advised Mr. Diniz that he had in fact forgotten the tool at his home in Florida and that Mr. Diniz's wages would be subject to further deductions to pay for the Company vehicle.

28. Mr. Filgueira then began walking away from Mr. Diniz and entered his parked vehicle. When Mr. Diniz joined Mr. Filgueira in his parked vehicle and continued to complain about these violations, Mr. Filgueira responded in anger and threw Mr. Diniz out of the car.

29. Towards the end of the Maine job, Mr. Diniz was working as many as 80 hours per week and this continued from about March through April of 2020. Mr. Diniz regularly worked hours in excess of 40 per week during his time with the company and was not compensated accordingly.

30. Following the conclusion of the Maine job in April of 2020, Mr. Filgueira instructed Mr. Diniz to take a week off. Thereafter, Mr. Filgueira contacted Mr. Diniz and advised that he was needed at a job site located at 273 East County Line Road in Hatboro, Pennsylvania.

31. Mr. Diniz complied and traveled to Hatboro, Pennsylvania where he worked for approximately one week. Despite having traveled to and worked the job in Pennsylvania for one week, Mr. Diniz did not receive compensation for his travel time, or even his regular wages for hours worked at the Hatboro, Pennsylvania job site.

32. Mr. Diniz was to be paid at the end of each week, however, on numerous occasions, Mr. Diniz did not receive his weekly pay during the close of the pay period, in violation of the New Jersey Wage Payment Act.

33. Oftentimes, when this occurred Mr. Filgueira would promise Mr. Diniz that payment would be received during the next pay period. However, Mr. Diniz did not always receive reimbursement for these unpaid wages and this practice occurred intermittently throughout the course of Mr. Diniz's employment. Mr. Diniz was often shorted on his pay in violation of the New Jersey Wage Payment Act.

34. Further complicating matters is the fact that Mr. Filgueira would pay his workers' wages in cash, presumably for tax reasons. Mr. Diniz had requested that he receive his wages through a regular payroll check in order to simplify their payment of taxes and ensure timely

payment of his wages, however Mr. Filgueira declined. Mr. Diniz to spoke to Mr. Filgueira about his unpaid compensation, specifically about the unpaid bonus and wages.

35. Fed up with his employer's failure to pay wages, failure to pay overtime, failure to pay the proper hourly rate, unlawful deductions, refusal to place him on payroll and refusal to reimburse him for his expenses on behalf of the business, in May of 2020, Mr. Diniz contacted the Maine Department of Labor.

36. Mr. Diniz ultimately filed a complaint with the Maine Department of Labor and same opened an investigation. At the close of that investigation, the Maine Department of Labor found in Mr. Diniz's favor, concluding that his employer had refused to pay wages owed to Mr. Diniz and that Mr. Diniz had the right to sue.

37. In May of 2020, because of the violations, Mr. Filgueira's brother, Eduardo, left Mr. Diniz a threatening voicemail in response to Mr. Diniz's complaints and the Department of Labor investigation which Mr. Diniz had caused to be opened. In his message to Mr. Diniz, Eduardo stated, again in Portuguese, that if Mr. Diniz had a problem with Eduardo's brother (Mr. Filgueira) Eduardo could help Mr. Diniz to "resolve it."

38. On behalf of the company and Mr. Filgueira, Eduardo was attempting to intimidate Mr. Diniz on the basis of his having complained to Mr. Filgueira, and the Maine Department of Labor, about non-payment of the \$5,000 bonus, overtime, hourly rate, regular weekly wages and reimbursement for expenses.

39. Because of this, in May of 2020 Mr. Diniz resigned from his employment as Mr. Diniz felt Troy had repeatedly violated the law and because he had been threatened, despite his hard work. Consequently, Mr. Diniz decided to seek better employment opportunities elsewhere.



**COUNT I**

*Violation of the New Jersey State Wage and Hour Law –  
(N.J.S.A. § 34:11-56a et seq.)  
(As Against All Defendants)*

40. Plaintiff hereby repeats and realleges each of the above-mentioned allegations in paragraphs 1-39 as if fully set forth herein.

41. As discussed in previous paragraphs, the Defendants acted willfully, negligently, and/or fraudulently in providing the Plaintiff with incorrect pay checks and refusing to make timely payment of his regular wages.

42. Plaintiff is a party to whom wages are owed pursuant to the New Jersey State Wage and Hour Law, N.J.S.A. § 34:11-56a25.

43. The Defendants are employers within the meaning of the New Jersey State Wage and Hour Law, N.J.S.A. § 34:11- 56a1(g).

44. Defendants failed to pay Plaintiff his full wages within the time mandated by the New Jersey Wage and Hour Law.

45. Defendants willfully failed to pay Plaintiff all amounts of wages earned including overtime, within the time limits prescribed by the New Jersey State Wage and Hour Law.

46. The alleged actions were outrageous and beyond all bounds of human decency, justifying the imposition of punitive damages against all Defendants.

47. The acts alleged herein were performed with malice and reckless indifference to the Plaintiff's protected rights.

48. The willful indifference and actual participation of Troy Contractor, LLC creates liability against the company for the illegal actions of its owner and employees.

49. As a result of the Defendants' intentional and outrageous actions toward the Plaintiff, as detailed in the previous paragraphs of this Complaint, the Plaintiff has suffered, and continues to suffer, embarrassment, humiliation, monetary, emotional, reputational, and other personal injuries.

## **COUNT II**

### *Violation of New Jersey Wage Payment Act – (N.J.S.A. § 34:11-4.1, et seq.)*

50. Plaintiff hereby repeats and realleges each of the above-mentioned allegations in paragraphs 1-49 as if fully set forth herein.

51. Defendants were an employer within the meaning of the New Jersey Wage Payment Act, N.J.S.A. § 34:11-4.1(a).

52. Plaintiff was an employee within the meaning of N.J.S.A. § 34:11-4.1(b).

53. Defendants knowingly failed to pay Plaintiff his full wages as same came due each pay period and have thereby violated the provisions of N.J.S.A. § 34:11-4.2.

54. Plaintiff was promised a raise from \$19 per hour to \$21 per hour in connection with his promotion, however Plaintiff never received the benefit of same.

55. Defendants knowingly and unlawfully deducted from, withheld and/or diverted Plaintiffs wages without Plaintiff's authorization, as outlined hereinabove and in so doing, Defendants have thereby violated the provisions of N.J.S.A. § 34:11-4.4 and N.J.S.A. § 34:11-4.14.

56. Plaintiff faced retaliation for his complaints regarding Defendants Wage and Hour violations.

57. Pursuant to N.J.S.A. § 34:11-4.10(c), Plaintiff is entitled to recover the full amount of wages due, as well as any wages lost due to retaliatory action by Defendants, plus liquidated damages in the amount of 200% and attorneys fees.

### **COUNT III**

#### *Violation of Fair Labor Standards Act (FLSA) – (29 U.S.C. § 201, et seq.)*

58. Plaintiff hereby repeats and realleges each of the above-mentioned allegations in paragraphs 1-57 as if fully set forth herein.

59. As an employee of Defendants, Plaintiff was entitled to the protections afforded under the New Jersey Wage Payment Law, N.J.S.A. 34:11-4.1 et. seq. for the payment of wages, commissions, benefits and other compensation. The Defendants chose not to pay the full amount of wages due to Plaintiff under N.J.S.A. 34:11-4.2.

60. The Defendants have improperly diverted Plaintiff's wages, commissions, benefits and other compensation to the benefit of the Defendants who were thereby unjustly enriched at Plaintiff's expense, in violation of N.J.S.A. 34:11-4.4.

61. The Defendants chose not to comply with the information required to be reported to Plaintiff under N.J.S.A. 34:11-4.6.

62. Defendant Leandro Filgueira is also individually and personally liable for damages under this Count pursuant to N.J.S.A. 34:11-4.1(a and c) and N.J.A.C. 12:55-1.2.

63. The Defendants are liable for liquidated damages of up to 200% and attorney's fees under N.J.S.A. 34:11-4.10 (a and c) and N.J.S.A. 34:11-56a(1)(d); N.J.S.A. 34:11-56a24 and N.J.S.A. 34:11-56a25.

64. The actions and inactions by Defendants proximately caused damage to Plaintiff in the form of loss of wages, commissions, and other compensation he contracted for to which he was entitled, along with associated benefits.

65. The actions of the Defendants were malicious and intentional.

WHEREFORE, the Plaintiff demands judgment against the Defendants, jointly, severally, and alternatively, for compensatory damages, with interest for all economic losses, including, but not limited to, wages, commissions, benefits and other compensation and special damages and post contract termination wages, commissions, termination bonuses, benefits and other compensation and special damages to which the Plaintiff was otherwise or would have been entitled including damages for loss of professional opportunities and other personal injury, and consequential damages, punitive damages, statutory damages, enhancement for tax liability, cost of suit, attorneys' fees and any other relief that the Court deems just.

#### **COUNT IV**

*Violation of Fair Labor Standards Act (FLSA) –  
(29 U.S.C. § 201, et seq.)*

66. Plaintiff hereby repeats and realleges each of the above-mentioned allegations in paragraphs 65 as if fully set forth herein.

67. Defendants regularly engage in commerce and Defendants' employees handle and work on goods, which have moved in interstate commerce.

68. At all relevant times, Defendants were an employer within the meaning of the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201, *et seq.* and was subject to the provisions of such Act.

69. During Plaintiff's employment with Troy from at least 2019 until the present, Plaintiff has worked hours for which he was entitled to receive pay but was not paid, including hours which exceeded forty hours in a week. Plaintiff was never paid at an overtime rate for those hours worked in excess of forty hours in one week.

70. Section 207(a) 1 of the FLSA requires an employer to pay its employees at the rate of the least 1 1/2 their regular rate times worked in one week over 40 hours. This rate is commonly known as time and a half pay for overtime work.

71. At all relevant times, Plaintiff, as an employee, and Defendants, as his employer, were subject to the provisions of the Fair Labor Standards Act. During the period of time that Defendants employed Plaintiff, they were required to compensate Plaintiff for all hours worked beyond 40 hours in one workweek at a rate of time and a half.

72. Defendants willfully, deliberately and intentionally failed on multiple occasions from at least 2019 through 2020 failed to pay Plaintiff for time worked over forty hours in a week at the overtime rate of time and one half.

73. Plaintiff was entitled to be compensated for time spent traveling to Portland, Maine, where he then performed work on Defendants' behalf for roughly 8 months. Similarly, Plaintiff traveled to Hatboro, Pennsylvania at his employers direction in order to perform work on location. Plaintiff was never compensated for any the time spent travelling despite having been entitled to such compensation pursuant to 29 CFR § 785.39.

74. As a result of Defendants' failure to properly compensate Plaintiff in compliance with the requirements of the FLSA, Plaintiff has suffered damages.

**COUNT V**

*(Unjust Enrichment/Detrimental Reliance)*

75. Plaintiff hereby repeats and realleges each of the above-mentioned allegations in paragraphs 1-74 as if fully set forth herein

76. Defendants received a benefit insofar as Plaintiff provided Defendants with services for which Plaintiff was not properly compensated and incurred various expenses on behalf of the business for which Plaintiff was not reimbursement.

77. Plaintiff made these expenditures at the direction of his employer and was promised reimbursement in connection with same.

78. Plaintiff relied upon Defendants' representation that Plaintiff would be reimbursed for these expenditures.

79. Despite these representations by his employer, and reliance upon same by Plaintiff, to date Plaintiff has not received reimbursement for his expenditures on behalf of Defendants and has thereby suffered damages.

80. Plaintiff was denied the compensation promised in connection with his employment and did not receive the compensation promised for his services or a reasonable alternative therefor.

81. To permit Defendants to decline Plaintiff reimbursement for his expenses on behalf of his employer and deny him remuneration for services performed would result in unjust enrichment of Defendants. Accordingly, Plaintiff seeks restitution and remuneration of the aforesaid benefits conferred upon Defendants.

**WHEREFORE**, Defendant demands for all Allegations and all Counts, judgment against Defendant, jointly, severally and alternatively, for Compensatory, Consequential, and Ancillary

damages; Restitution; Pre- and post- judgement interest: enhancement for gross tax consequences; Reasonable costs and Attorney's fees under common law and statute: Costs of suit and any other relief this Court deems just and equitable.

### COUNT VI

*(Violation of Conscientious Employee Protection Act –  
N.J.S.A. § 34:19-1, et seq.)*

82. Plaintiff repeats, realleges, and incorporates by reference each and every allegation contained in the previous paragraphs 1 to 81 and this Count of the Complaint as if fully set forth herein.

83. Plaintiff complained to his employer and to the individually named Defendant of unlawful and illegal business practices in violation of New Jersey Wage and Hour Laws, New Jersey Wage Payment Act and Fair Labor Standards Act.

84. At all times relevant, Plaintiff held a good faith and reasonable belief that Defendants' actions were unlawful.

85. As a result of Plaintiff's complaints as outlined hereinabove, Plaintiff was subjected to retaliation and intimidation by Defendants.

86. Plaintiff was subjected to retaliation following his Complaint to the Maine Department of Labor. Plaintiff was subsequently subjected to intimidation when Defendant Leandro Filgueira's brother Eduardo contacted Plaintiff in an effort to threaten him.

87. Plaintiff was ultimately compelled to resign as a result of reprisals taken against him by Defendants and ongoing efforts to intimidate Plaintiff for having made a claim with the Maine Department of Labor.

88. Plaintiff resignation was causally connected to his complaints regarding various violations of law and the reprisals taken against him due to same.

**COUNT VII**

*(Common Law Wrongful Discharge –  
Pierce v. Ortho. Pharmaceutical, 84 N.J. 58 (1980))*

89. Plaintiff hereby repeats, realleges and incorporates by reference each and every allegation contained in the previous paragraphs 1 to 88 and this Count of the Complaint as if fully set forth herein.

90. Defendants' conduct violated the clear mandate of public policy of terminating an employee for objecting to violations of law and illegal conduct.

91. Plaintiff complained on numerous occasions that Defendants were engaged in violations of the New Jersey Wage and Hours Laws, Wage Payment Act and Fair Labor Standards Act.

92. Defendant filed a Complaint with the Maine Department of Labor in May of 2020 regarding Defendants' ongoing unlawful conduct.

93. The illegal conduct of Defendants, as outlined hereinabove, was a clear violation of New Jersey Wage and Hour Laws, the New Jersey Wage Payment Act and the Fair Labor Standards Act.

94. As a result of Plaintiff's complaints regarding illegal conduct by Defendants, Plaintiff became the target of retaliation and intimidation which compelled Plaintiff to resign from his employment in May of 2020.

95. The above-described action of Defendants constitutes a wrongful discharge of Plaintiff's employment in violation of a clear mandate of public policy.



**COUNT VIII**

*(John Does)*

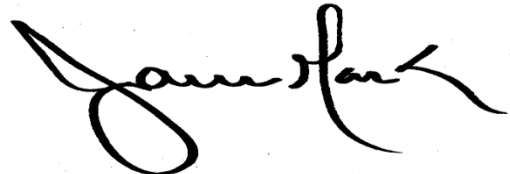
96. Plaintiff repeats, realleges, and incorporate by reference each and every allegation contained in the previous paragraphs 1-95 and this Count of the Complaint as if fully set forth herein.

97. Although the Plaintiff believes that the acts complained of were performed or caused by the named Defendants, the Plaintiff cannot be certain that the named Defendants are the only person(s) or entity(ies) liable for the acts complained of as set forth herein. Therefore, the Plaintiff has named John Does 1 -10, fictitious persons or legal entities as Defendant(s) to this action.

98. As such, the terms "Defendant" or "Defendants" as used in all of the above Counts and paragraphs should therefore be defined and read as "Defendant(s) and/or John Doe(s)".

**WHEREFORE**, Defendant demands for all Allegations and all Counts, judgment against Defendant, jointly, severally and alternatively, for Compensatory, Consequential, and Ancillary damages; Restitution; Pre- and post- judgement interest: enhancement for gross tax consequences; Reasonable costs and Attorney's fees under common law and statute: Costs of suit and any other relief this Court deems just and equitable.

***THE MARK LAW FIRM, LLC***  
Attorneys for Plaintiff Anthony B. Diniz



Dated: February 23, 2022

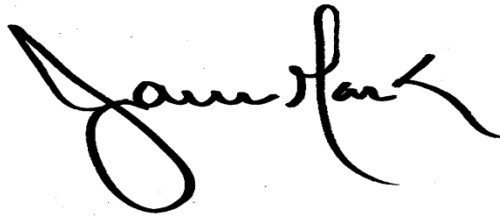
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Jamison M. Mark, Esq.  
jmark@newjerseyattorneys.com

**NOTICE OF TRIAL DESIGNATION**

**PLEASE TAKE NOTICE** that pursuant to Rule 4:25-4 and 4:5-1(c) Jamison M. Mark, Esq. is hereby designated as trial counsel in the above captioned matter for the Mark Law Firm, LLC, attorneys for Plaintiff ANTHONY DINIZ

***THE MARK LAW FIRM, LLC***  
Attorneys for Plaintiff Anthony B. Diniz



Dated: February 23, 2022

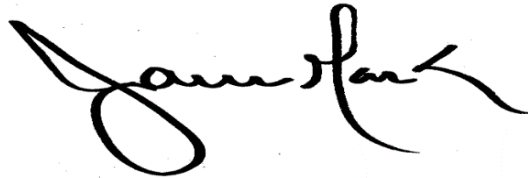
By: \_\_\_\_\_

Jamison M. Mark, Esq.  
jmark@newjerseyattorneys.com

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands, pursuant to R.4:35-1 trial by jury of all issues triable by jury.

***THE MARK LAW FIRM, LLC***  
Attorneys for Plaintiff Anthony B. Diniz



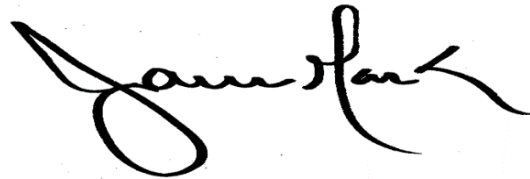
Dated: February 23, 2022

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Jamison M. Mark, Esq.  
jmark@newjerseyattorneys.com

**DEMAND FOR INSURANCE INFORMATION**

Pursuant to New Jersey Court Rule 4:10-2(b), demand is made that Defendant's disclose to Defendant's attorney whether or not there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and provide Defendant's attorney with true copies of those insurance agreements or policies, including but not limited to, any and all declaration sheets. This demand shall include and cover not only primary coverage but also any and all EPLI, excess, homeowners, and umbrella policies.

***THE MARK LAW FIRM, LLC***  
Attorneys for Plaintiff Anthony B. Diniz

A handwritten signature in black ink, appearing to read "Jamison Mark", written in a cursive style.

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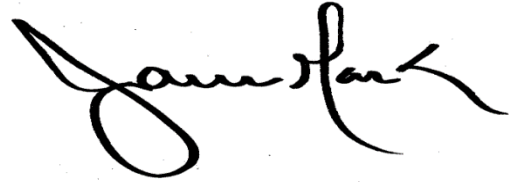
Jamison M. Mark, Esq.  
jmark@newjerseyattorneys.com

Dated: February 23, 2022

**DEMAND TO PRESERVE EVIDENCE**

Defendants Troy Contractors LLC and Leandro Filgueira are hereby directed and demanded to preserve all physical and electronic information pertaining in any way to the subject matter of this litigation, Plaintiffs' cause of action and or prayers for relief, as pertaining to any party, including but not limited to, electronic data storage, any footage, images, re-creations, e-data, cloud stored information, searchable data, emails, spreadsheets, files, memos, text messages and all and any online social or work related websites, entries on social networking sites, and any other information and or data in our documents or tangible evidence which may be relevant to any claim or defense in this litigation.

***THE MARK LAW FIRM, LLC***  
Attorneys for Plaintiff Anthony B. Diniz



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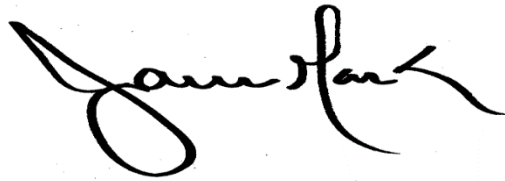
Jamison M. Mark, Esq.  
jmark@newjerseyattorneys.com

Dated: February 23, 2022

**CERTIFICATION**

Pursuant to R. 4:5-1, I hereby certify that the matter in controversy is not the subject of other actions pending in any other court or pending arbitration proceeding. I further certify that I have no knowledge of any contemplated pending arbitration proceeding regarding the subject matter of this action, and Pursuant to R. 4:28, I am not aware of any other parties who should be joined to this matter based upon the same transactional facts. Pursuant to R. 1:38-7(b), I certified that the confidential and personal identifies have been redacted from this document now submitted to the Court, and will be redacted from all documents submitted in the future.

***THE MARK LAW FIRM, LLC***  
Attorneys for Plaintiff Anthony B. Diniz



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Jamison M. Mark, Esq.  
jmark@newjerseyattorneys.com

Dated: February 23, 2022

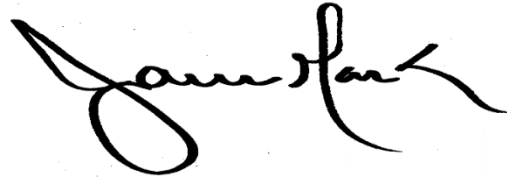
**NOTICE OF DEPOSITIONS**

Dear Sir/Madam:

**PLEASE TAKE NOTICE**, that pursuant to the provisions of R.1:9-2 and Rule 4:14-2, the undersigned attorney for Plaintiff **Anthony Diniz** hereby demands that you produce for appearance for deposition at the Mark Law Firm, LLC at 675 Morris Avenue, Suite 102, Springfield, New Jersey 07081 as follows:

- 1) June 23, 2022, at 9:30 a.m.: Leandro Filgueira

***THE MARK LAW FIRM, LLC***  
Attorneys for Plaintiff Anthony B. Diniz

A handwritten signature in black ink, appearing to read "Jamison M. Mark", written in a cursive style.

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Jamison M. Mark, Esq.  
jmark@newjerseyattorneys.com

Dated: February 23, 2022

**DEMAND FOR DOCUMENTS**

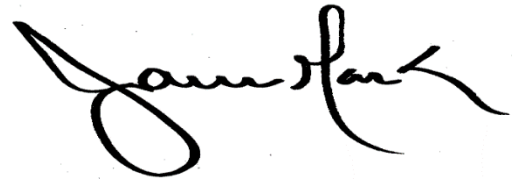
**PLEASE TAKE NOTICE** the above-named Plaintiff, Anthony Diniz demands that Defendant Troy Contractors LLC and Leandro Filgueira produce at the office of Plaintiff's attorneys, The Mark Law Firm, LLC 675 Morris Avenue, Suite 102, Springfield, New Jersey 07081 the documents requested herewith for inspection by their attorneys, or a duly authorized representative of one or more of them within the time required by Court Rules, and for such period thereafter during regular office hours as may be necessary to complete such inspection:

1. All documents which evidence, relate or refer to any bonuses, commissions, reimbursement, deductions or agreed upon compensation between Plaintiff and Defendants.
2. Any and all documents which pertain to the motor vehicle accident that occurred on January 13, 2020 and resultant deductions from Plaintiff's wages.
3. Any and all job descriptions held by Plaintiff Anthony Diniz while employed with Defendants.
4. All documents related to any discipline, critique or concerns issued to Plaintiff during his employment with Defendants.
5. Any and all reports, memos or form of written communication, or emails internally between employees of Defendants in which Plaintiff's employment was discussed between July 1, 2019 through January 1, 2021.
6. Any emails messages or texts created between May 1, 2021, through August 1, 2021, in which any of the following terms are used:
  - a. "Wages"
  - b. "Anthony Diniz"
  - c. "Anthony"
  - d. "Overtime"
  - e. "Maine Job"
  - f. "Pennsylvania Job"
  - g. "Bonus"
  - h. "Complaint"
  - i. "Department of Labor"
  - j. "Complaint"
  - k. "Company Vehicle"

1. "Accident"

7. Any and all documents, compensation agreements, pay stubs, checks, cash receipts, vouchers, memos, payroll documents, W2, 1099, commission statements, or otherwise related to Plaintiff's compensation and benefits while employed by Defendants.
8. Any and all text messages and/or emails sent from Leandro Filgueira to Plaintiff between July 1, 2019 through January 1, 2021.
9. Any and all text messages and/or emails sent between July 1, 2019 through January 1, 2021, from Leandro Filgueira to anyone at Defendant Troy Contractors LLC identifying Plaintiff, Anthony Diniz.
10. Any and all text messages and/or emails sent to Leandro Filgueira relating to Plaintiff between July 1, 2019 and January 1, 2021.
11. Any and all text messages and/or emails from Leandro Filgueira to any 3<sup>rd</sup> Party from July 1, 2019 through January 1, 2021 in which Plaintiff's name is mentioned in any manner.
12. Any and all text messaged and/or emails from any 3<sup>rd</sup> Party to Leandro Filgueira from July 1, 2019 through January 1, 2021 in which Plaintiff's name is mentioned in any manner.

**THE MARK LAW FIRM, LLC**  
Attorneys for Plaintiff Anthony B. Diniz



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Jamison M. Mark, Esq.  
jmark@newjerseyattorneys.com

Dated: February 23, 2022

# Civil Case Information Statement

## Case Details: UNION | Civil Part Docket# L-000541-22

**Case Caption:** DINIZ ANTHONY VS TROY  
CONTRACTORS LLC

**Case Initiation Date:** 02/23/2022

**Attorney Name:** JAMISON M MARK

**Firm Name:** MARK LAW FIRM LLC

**Address:** 675 MORRIS AVE STE 102

SPRINGFIELD NJ 07081

**Phone:** 9738456606

**Name of Party:** PLAINTIFF : Diniz, Anthony, B

**Name of Defendant's Primary Insurance Company**

(if known): Unknown

**Case Type:** EMPLOYMENT (OTHER THAN CEPA OR LAD)

**Document Type:** Complaint with Jury Demand

**Jury Demand:** YES - 12 JURORS

**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

**Are sexual abuse claims alleged by: Anthony B Diniz?** NO

## THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

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

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

**If yes, is that relationship:**

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

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

**Do you or your client need any disability accommodations?** NO

**If yes, please identify the requested accommodation:**

**Will an interpreter be needed?** NO

**If yes, for what language:**

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

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

02/23/2022

Dated

/s/ JAMISON M MARK

Signed