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ARTHUR A. DUPONT,

Plaintiff,

v.

**PARIS GOURMET, INC; XAVIER NOEL;
ABC COMPANIES 1-10; JOHN and JANE
DOES 1-10,**

Defendants.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY

Docket No. BER-L-

CIVIL ACTION

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

Arthur Dupont, by and through his attorneys, Mark | Lavigne, LLC, does hereby complain and allege against Defendants, as follows:

PRELIMINARY STATEMENT

1. This is a civil action arising from the invidious and unlawful discrimination in the workplace by Defendants, in violation of the NJ Law Against Discrimination (N.J.S.A. §10:5-1, et seq.), and Family Medical Leave act (FMLA).

2. Plaintiff Dupont is a former sales manager for Paris Gourmet and Xavier Noel, in which he was subjected to invidious discrimination due to his Religious Beliefs, was subjected to harsh retaliation for his FMLA Baby bonding leave, and finally for his medical leave of absence, and suffered an adverse action when he was terminated from Paris Gourmet by its owner Xavier Noel.

PARTIES

3. **ARTHUR A. DUPONT** (hereinafter “Mr. Dupont” or “Plaintiff”) is a citizen of the State of New Jersey, and resides in Rutherford, New Jersey, was formerly employed with Paris Gourmet, Inc., as a salesman. Mr. Dupont practices Judaism.

4. **PARIS GOURMET, INC** (hereinafter “Paris Gourmet”) is a limited liability company with its headquarters located at 145 Grand Street, in the Borough of Carlstadt, County of Bergen, State of New Jersey 07072, and at all times relevant was Mr. Dupont’s employer.

5. **XAVIER NOEL** (hereinafter “Noel”) is a Citizen of the State of New Jersey, residing in Englewood, New Jersey, is the owner and CEO of Defendant **PARIS GOURMET, INC**, possessed supervisory authority over Plaintiff at all relevant times.

6. **JOHN DOES 1-5**, (“Does”) are fictitious names for other individuals who engaged in the same or similar conduct as the named defendant who will be named when their identify has become known. All allegations as to the named Defendants pertain to the said fictitious Defendants.

JURISDICTION AND VENUE

7. Venue is proper within BERGEN County pursuant to R. 4:3-2(a), because the unlawful actions complained of herein occurred within the County of BERGEN, State of New Jersey.

8. The causes of actions alleged herein seek to redress the deprivation, under the color of state law, policy, practice and custom, of rights including but not limited to rights secured by the New Jersey Constitution, and to recover damages, costs, attorney fees and equitable relief pursuant to New Jersey Law Against Discrimination “LAD”, N.J.S.A. § 10:5-1, et seq.

FACTS

9. Arthur A. Dupont was hired as a Sales Manager in June 2023 for Defendant Paris Gourmet, Inc., and its owner Xavier Noel.

10. The Paris Gourmet, Inc sales team was split into two teams, the national team and the Tri-State team. Mr. Dupont managed the Tri-State team.

11. Mr. Dupont initially reported to Eric Deschamps, the Company's Sales Manager of the National Team (Mr. Deschamps is also the nephew of Mr. Noel). At a particular point in time, Mr. Deschamps resigned from the Company, and Mr. Dupont then reported directly to Paris Gourmet's owner, Xavier Noel.

12. Mr. Dupont was responsible for Paris Gourmet's customers in New Jersey, New York and Connecticut , and was hired to develop his customer base due to his extensive experience in the specialty food industry.

VIOLATIONS OF THE NJ LAW AGAINST DISCRIMINATION- RELIGION

13. On or about September 23, 2023 Mr. Dupont asked Eric Deschamps of Paris Gourmet for a day off to celebrate the Jewish New Year – Rosh Hashanah.

14. Despite his sincerely held religious belief in Judaism, Mr. Dupont was told that his request was denied by the owner, Xavier Noel.

15. When asked why his request was denied, he was told because “there was a sales training day followed by a Team dinner” in Montclair.

16. During the Team dinner in Montclair, Mr. Dupont excused himself before the dessert to drive back to attend his family's religious holiday party.

17. The next after, Mr. Deschamps complained to Mr. Dupont that he had left the Team dinner, and asked Mr. Dupont if he actually went back to his family holiday party “to have desserts.”

18. On or about October 11, 2023 there was a company demo of products including pork-based products. Mr. Dupont is an observant Jew, and does not eat pork due to his religious belief.

19. Despite the same, the owner, Xavier Noel, relentlessly harassed Mr. Dupont that day, making unlawful comments such as “You will not go to hell if you try pork” and ‘Who could believe that a man named Dupont does not eat pork.’”

20. Meanwhile, Mr. Noel also made comments claiming that he did not know that he [Mr. Dupont] could be Jewish, implying a bias towards Mr. Dupont and he would not have hired a Jew.

21. Then, again on October 30, 2024 there was a “tasting meeting” of new pork products. Again, Mr. Noel made unlawful and inappropriate comments that Mr. Dupont was fine to eat pork, “Oh, you won’t go to hell,” and “I still can’t get over Dupont is a Jew.”

22. More often, Mr. Noel would randomly tell Mr. Dupont and others standing nearby, “There is no religion at Paris Gourmet.”

23. After this point in time, Mr. Noel’s demeanor and personality changed around Mr. Dupont, wherein he became cold, angry, unresponsive and often ignored Mr. Dupont.

VIOLATIONS OF THE FAMILY MEDICAL LEAVE ACT – BABY BONDING

24. Then, in July 2024 Mr. Dupont and his wife had a baby. Mr. Dupont took a twelve-week leave as allowed pursuant to the Family Medical Leave Act to care for his newborn.

25. Shortly before Mr. Dupont's leave, Mr. Deschamps tried to convince Mr. Dupont not to take all 12 weeks of FMLA leave, but instead take 8 weeks off nonconsecutive, he even pried into how long Mr. Dupont's wife really needed to recover from a c-section and if Mr. Dupont and his wife had other help so that Mr. Dupont could come back to the office.

26. When Mr. Noel was notified of Mr. Dupont's intent to take FMLA leave to care for his newborn, he became furious and refused Mr. Dupont to take a full twelve-week leave.

27. In fact, Mr. Noel suggested to Mr. Dupont that he continue to work, access emails, respond to calls, and generally be available while on leave.

28. During an August 13, 2024 call, while on FMLA leave, Mr. Noel notified Mr. Dupont that Mr. Deschamps had given his resignation notice, and that he [Mr. Noel] needed him in the office, and would "consider paying for his childcare services."

29. Mr. Dupont politely declined the option and elected to continue with his protected baby bonding leave.

30. Mr. Dupont did take leave, but during said period was bombarded with emails and calls from Paris Gourmet and Mr. Deschamps, in fact, some 450 emails during Mr. Dupont's baby bonding time.

31. During his FMLA leave, Mr. Noel offered to pay a "stipend" for Mr. Dupont's work time, and he called it a "performance bonus," so long as Mr. Dupont continued to work – remotely - as needed.

32. Mr. Dupont, being a good and loyal employee, replied to many work emails and many phone calls from Paris Gourmet during what was supposed to be his FMLA baby-bonding period.

RETURN FROM FMLA - RETALIATION

33. During this time, Mr. Dupont was also removed as a Sales Manager, where he oversaw 4-5 employees, and was moved to now direct report to Mr. Noel, with no managerial oversight responsibilities. Mr. Dupont was stripped of any managerial duties.

34. In fact, Jackson Rockefeller replaced Mr. Dupont as Sales Manager. Mr. Dupont had been Mr. Rockefeller's direct report and had been trained by Mr. Dupont before Ms. Dupont's leave of absence.

35. On September 27, 2024, upon returning from his FMLA protected leave, Mr. Noel and Paris Gourmet owner and its employees, President Xavier Noel, along with Michelle O'Neill (Company Controller) and Nereyda Guzman (Company Human Resources), commenced a plan of harassment and retaliation because Mr. Dupont took FMLA leave.

36. On or about that same date, September 27, 2024, Mr. Dupont had requested 5 days off as his mother was coming from France to visit his newborn in November 2024.

37. On or about the same date, September 30, Mr. Dupont reached out to Mr. Noel in his office for clarification regarding his request for 5 days off in November. He was informed that it was a busy period, Mr. Deschamps had resigned, and he [Mr. Noel] could not accommodate his time off requests. To retaliate against Mr. Dupont, Mr. Noel denied his request. Mr. Noel dismissed Mr. Dupont's personal circumstances, stating he was not interested in his personal life and gave him an early dismissal.

38. Also at about this same time in September, Mr. Dupont requested a 2-day leave for the religious holidays of Sukkot and Simchat Torah that occurred on October 17 – 18, 2024. Mr. Noel denied the same without explanation.

39. Then, in further retaliation, Mr. Dupont started to experience fabricated disciplinary measures relating to sales meetings as far back as December 2023.

40. Due to being set up for discipline, Mr. Dupont alerted Michell O'Neill, the Company controller, expressing his frustrations with the Owner's treatment and the antisemitism towards him [Mr. Dupont], including an antisemitic review posted by Mr. Noel on a Google Review.

41. On October 2, 2024 Mr. Dupont was called into a meeting with Mr. Noel, where he received a written warning. At this meeting was Nereyda Guzman, of HR. The write up was for "insubordination, vulgarity" following the conversation with Mr. Noel on September 30, 2024.

42. Also on October 2, 2024 Mr. Dupont was retaliatorily written up for "not meeting sales objections" for the prior months, which coincided with the 12-week protected FMLA leave.

43. During the write-up with Mr. Noel and Ms. Guzman, Mr. Dupont was not given the opportunity to explain himself to any of the complaints. Mr. Noel refused to let Mr. Dupont write any comments on the written write-up and was required to sign the writeup. Mr. Dupont refused to sign the write-up as he disagreed with it.

44. Mr. Dupont spoke with Ms. Guzman, and expressed that the discipline was unfair as his [Mr. Dupont] prior June 6, 2024 performance was excellent, and in fact, he had received a \$9000 bonus for the same.

45. Mr. Dupont expressed his frustrations to Ms. Guzman, and pointed out that there were no complaints about his performance before his FMLA leave.

46. Thereafter Mr. Dupont was given a "verbal warning" from Ms. O'Neil for a complaint from an "anonymous employee" about an unclear event that also happened prior to the bonding leave.

47. On October 11, 2024, Mr. Dupont was, for the first time since working at Paris Gourmet, told that he would not be allowed in the office, and had to “ride along” with other team members.

48. In fact, prior to this, Mr. Dupont had been repeatedly told that he was not to be in the field more than twice in a given week, yet only after his leave, Mr. Dupont now was told to cancel a candidate interview, and set up a schedule being out, and telling Mr. Dupont he cannot be out “by yourself.” Moreover, the next days “out of the office” would be October 17 and 18, 2024, which were the requested days off for Jewish holidays.

49. On October 14, 2024, after receiving no response from Mr. Noel regarding his leave, Mr. Dupont again followed up with Mr. Noel, to confirm that he was going to be out, would use 2 personal days to observe his religious holidays of Sukkot and Simchat Torah.

VIOLATIONS OF THE NJ LAW AGAINST DISCRIMINATION – DISABILITY LEAVE

50. Due to the continued harassment, discrimination and hostility created by Paris Gourmet, Mr. Noel and the company employees, Mr. Dupont retained an attorney, who, by way of an October 14, 2024 letter, served a pointed demand that the unlawful harassment, that the anti-Semitic discrimination, and that the Family Medical Leave Act retaliation cease.

51. In retaliation, Mr. Noel increased the hostility, and moreover, completely ignored Mr. Dupont’s email requesting time off for the Jewish Holidays and denied his ADP request to take time off for same.

52. Thereafter, the company’s representative responded and notified Mr. Dupont’s counsel that she had received the letter, and represented, on behalf of Paris Gourmet that Mr. Dupont’s job was not in jeopardy at all.

53. On October 14, 2024, Mr. Dupont called out sick. Mr. Noel's response to that was an email accusing him of taking the Columbus Day holiday off, and Mr. Noel denied Mr. Dupont's request for a sick day. Mr. Noel later paid Mr. Dupont for this day.

54. Due to the stress of the job and constantly being singled out, as outlined above, Mr. Dupont experienced anxiety and took short-term disability leave from October 15, 2024 through January 6, 2025, which was approved by Paris Gourmet.

55. Prior to his return, on December 20, 2024, on January 4, 2025 and again on January 6, 2025, Mr. Dupont followed up with Mr. Noel to confirm he was aware of and was prepared for his return from leave.

56. During this time, Mr. Dupont attempted to contact Mr. Noel by both email and cell phone to confirm the details of his return, but Mr. Noel ignored Mr. Dupont and did not respond to any of his calls.

VIOLATIONS OF THE NJ LAW AGAINST DISCRIMINATION – WRONGFUL TERMINATION

57. Nonetheless, on January 7, 2025 Mr. Dupont returned to Paris Gourmet at 9:00 to start the sales day. Upon his arrival, he was instructed by Ms. Guzman to sit in the lobby, and she was going to notify the owner, Mr. Noel, that Mr. Dupont had arrived.

58. In a further act of retaliation, Mr. Noel humiliated Mr. Dupont by having him sit and wait for over 2 days with no response. Moreover, both Ms. Guzman and Ms. O'Neill informed Mr. Dupont that, per the owner's instruction, they were not allowed to talk to Mr. Dupont. In fact, the whole office was told to ignore Mr. Dupont, including his friends.

59. Finally, after waiting all day, at or about 3:15pm that day, Mr. Dupont was told that Mr. Noel would talk to him. While sitting in the lobby, Mr. Dupont observed Mr. Noel's car leave

the parking lot. Mr. Noel intentionally left the building knowing that Mr. Dupont was forced to sit by himself in the lobby.

60. On January 9, 2025 Mr. Dupont went to work at 9:00 am and saw Mr. Noel entering the company parking lot, and what appeared to be Mr. Noel intentionally avoid Mr. Noel. In fact, Mr. Noel has a parking spot at the front of the building, and tried to park in the other side, going around the building. Then, Mr. Noel realized that Mr. Dupont saw him, and pulled out of the back parking spot, drove his car aggressively towards Mr. Dupont, intimidating him, and pulled into this spot quickly.

61. Mr. Dupont stood in the parking lot, and after Mr. Dupont aggressively drove at him, parked his car, got out of his car, and yelled at Mr. Dupont to “get the fuck out” of the parking lot, and he had been fired from the company.

62. Mr. Dupont shocked by this comment and his aggressive behavior, calmly asked to speak with Mr. Noel and for him to explain what he meant, but instead he threatened to call the police. Mr. Noel became abusive and used profanity against Mr. Dupont.

63. Mr. Noel told Mr. Dupont to leave the parking lot. Mr. Noel then contacted the Carlstadt Police and stated that Mr. Dupont was a former employee and was trespassing.

64. When the police arrived, Mr. Dupont had been sitting in his car, as he was visibly upset by Mr. Noel’s conduct, and sat in his car to calm himself down. Within minutes, the police arrived at the parking lot, Mr. Dupont exited his car and spoke calmly with the police. As instructed, Mr. Dupont exited the property as he was asked to do by the police. Another humiliation for Mr. Dupont.

65. Mr. Dupont had been terminated from Paris Gourmet due to his requests for FMLA leave, then his approved medical leave of absence, and also his Jewish Religion.

66. Mr. Noel was clearly so angry about Mr. Dupont's complaint of discrimination and anti-Semitism that he promptly fired Dupont, called the police when Dupont returned to work on the day designated by physician, etc., when his job was not in jeopardy prior to counsel making a complaint of discrimination and anti-Semitism.

67. Following this event, Mr. Dupont had eligibility issues to receive his unemployment and Medicaid benefits for his family.

68. Oddly, according to Ms. Guzman and ADP HR Business Partner Kristin Toth Mr. Dupont's employment status is still active in the company.

69. Very evidently, Mr. Noel continues to harass Mr. Dupont. When Mr. Dupont contacted the company to find out why he was still listed "on the books", HR Ms. Guzman of Paris Gourmet and ADP HR Business Partner Kristin Roth explained to Mr. Dupont that "We have to follow Xavier's instructions to keep your status as active," despite it being obviously incorrect.

70. In fact, HR and the Controller admitted to ADP HR that their jobs are at risk if they did not listen to Mr. Noel who intimidated them.

71. Mr. Noel never provided a termination letter to Mr. Dupont.

72. Mr. Noel falsely claimed to the DOL investigator that Mr. Dupont was back to work on January 26, 2025 which again delayed Mr. Dupont's Unemployment payments and required reopening the case and providing further explanations to DOL by email and phone.

CLAIMS FOR RELIEF

COUNT ONE

*(New Jersey Law Against Discrimination)
(N.J.S.A. § 10:5-1 et seq. – Religious Discrimination / Hostile Work Environment)*

73. Plaintiff repeats each and every one of the foregoing allegations contained in paragraphs 1 through 72 as if fully set forth herein.

74. The discrimination, harassment, and retaliation were so severe and pervasive that any reasonable person in Plaintiff's position would have found the working environment to be hostile and abusive.

75. Although the Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman knew or should have known of the discrimination, harassment and retaliation suffered by Plaintiff, the abusive and hostile work environment continued, and Defendant Noel and Paris Gourmet failed to take any corrective measures to stop the discrimination, harassment and retaliation in violation of New Jersey Law Against Discrimination.

76. These illegal actions were committed by Plaintiff's supervisors, and as a direct result of his religion. The conduct complained of would not have occurred but for the Plaintiff's creed.

77. The foregoing actions on the part of Defendant Noel constituted unlawful discrimination based upon Plaintiff's religion.

78. As a result of the illegal and continuing course of conduct by Defendants described herein, Plaintiff has suffered economic and non-economic/emotional distress damages, resulting in loss of compensation, loss of earning power, loss of self-esteem, physical and mental injury, the loss of opportunity for prospective employment, and is incurring legal expenses and other expenses as a result of Defendant's actions.

79. Defendant Noel's actions were knowing, willful, and deliberate with a total lack of regard to Plaintiff and in complete disregard to the sensibilities and an abuse of authority of Plaintiff.

80. Defendants have engaged in behavior that violates the New Jersey Law Against Discrimination and has thereby irreparably injured Plaintiff.

81. As a result of the illegal and continued course of conduct by Defendant Paris Gourmet, Inc., Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman described herein, Plaintiff has suffered economic and non-economic damages, as well as has suffered and continues to suffer mental and emotional anguish, stress, embarrassment humiliation, and pain and suffering.

WHEREFORE, Plaintiff demands that a judgment be entered against Defendants awarding i) compensatory Damages for loss of wages, back pay and future pay; fringe benefits; ii) emotional distress damages; iii) reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1; iii) punitive damages, iv) Pre and Post Judgment Interest, and v) such other relief as this Court deems just and proper.

COUNT TWO

New Jersey Law Against Discrimination (N.J.S.A. § 10:5-1 et seq. – Disability /Illegal Treatment Due to Disability

82. Plaintiff hereby repeats and realleges each of the above-mentioned allegations in paragraphs 1 through 81 as if fully set forth herein.

83. As outlined above, Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman treated Plaintiff in a discriminatory manner, creating a hostile and harassing work environment due to Plaintiff's disability and his medical leave of absence.

84. Plaintiff falls within the protected class of employees pursuant to N.J.S.A. §10:5-1 et seq, more particularly, N.J.S.A. § 10:5-4.1, et seq., as he suffered from a disability that temporarily limited his ability to perform his job without a reasonable accommodation.

85. During all times relevant to this cause of action, Defendants Paris Gourmet, inc., Noel, and upper management/supervisors Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman are defined as "employer" as defined by the LAD, N.J.S.A. §10:5-5(a), (c) and (e).

86. During all times relevant to this cause of action, Plaintiff is a "person" and "employee" as those terms are defined by the LAD, N.J.S.A. §10:5-5(a) and (f).

87. During all times relevant to this cause of action, Plaintiff suffered from a "disability" as defined by the LAD, N.J.S.A. §10:5-5(q).

88. Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman treated Plaintiff in a discriminatory manner due to Plaintiff's disability and medical leave of absence.

89. Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman treated Plaintiff in an illegal manner due to Plaintiff's disability, medical condition, and leave of absence when Plaintiff was terminated from Paris Gourmet while on disability leave.

90. Although Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman knew or should have known of the discrimination suffered, they failed to take any corrective measures to stop or prevent the discrimination in violation of the New Jersey Law Against Discrimination, N.J.S.A. § 10:15-1, et seq.

91. These illegal actions were committed against Plaintiff and the conduct complained of would not have occurred but for Plaintiff's disability and medical leave of absence.

92. As a result of the illegal and continued course of conduct by Defendant Paris Gourmet, Inc., Defendant Noel, Company Controller Michelle O'Neill and Company Human

Resources Nereyda Guzman described herein, Plaintiff has suffered economic and non-economic damages, as well as has suffered and continues to suffer mental and emotional anguish, stress, embarrassment humiliation, and pain and suffering.

93. The actions taken by Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman were calculated to harm Plaintiff, and they were aware of that their conduct is of the type to cause harm to Plaintiff, and as such, Plaintiff is entitled to an award of punitive damages, behavior that violates the New Jersey Law Against Discrimination, N.J.S.A. §10:15-1, et seq. and have thereby irreparably injured Plaintiff.

WHEREFORE, Plaintiff demands that a judgment be entered against Defendants, awarding i) compensatory Damages for loss of wages, back pay and future pay; fringe benefits; ii) emotional distress damages; iii) reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1; iii) punitive damages, iv) Pre and Post Judgment Interest, and v) such other relief as this Court deems just and proper.

COUNT THREE

(New Jersey Law Against Discrimination) (N.J.S.A. § 10:5-1 et seq. – Wrongful Termination)

94. Plaintiff repeats each and every one of the foregoing allegations contained in paragraphs 1 through 93 as if fully set forth herein.

95. Plaintiff falls within the protected class of employees pursuant to N.J.S.A. §10:5-1 et seq, more particularly, N.J.S.A. § 10:5-4.1, et seq., as he suffered from a disability that temporarily limited his ability to perform his job without a reasonable accommodation.

96. During all times relevant to this cause of action, Defendants Paris Gourmet, inc., Noel, and upper management/supervisor Company Controller Michelle O'Neill and Company

Human Resources Nereyda Guzman are defined as “employer” as defined by the LAD, N.J.S.A. §10:5-5(a), (c) and (e).

97. During all times relevant to this cause of action, Plaintiff is a “person” and “employee” as those terms are defined by the LAD, N.J.S.A. §10:5-5(a) and (f).

98. During all times relevant to this cause of action, Plaintiff suffered from a “disability” as defined by the LAD, N.J.S.A. §10:5-5(q).

99. Plaintiff applied for State Short Term Disability, then took a short medical leave of absence, from the company for which upon his return was subjected to acts of retaliation and harassment, leading to his termination from the company.

100. Plaintiff took a medical leave of absence starting in November 2024 through January 6, 2025, returning on January 7, 2025, due to a medical condition, as known to Defendants Paris Gourmet, Inc., Noel, and upper management/supervisors Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman, who authorized said medical leave of absence.

101. Due to the medical leave and upon his return, however, Plaintiff was retaliated against and terminated from Paris Gourmet by Defendants Paris Gourmet, Inc., Noel, and upper management/supervisors Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman.

102. Defendants Paris Gourmet, Inc. and Noel, and upper management/supervisors Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman acts were callous, and a willful and wonton disregard, when they fabricated reasons for Mr. Dupont's employment separation by claiming he had “abandoned his position,” yet knowing that Mr. Dupont had not abandoned his position at all, but had been on a medical leave of absence.

103. Defendants violated NJLAD §10:5-1 et seq, as a result of the violations by Defendants aforesaid and terminating his employment based upon his disability and medical disability leave in violation of the NJ LAD.

104. As a result of the wrongful termination of Plaintiff's employment from Paris Gourmet, Inc., by Defendants Paris Gourmet, Inc. and Noel, and upper management/supervisors Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman, Plaintiff Dupont has sustained losses of earnings and other benefits and have suffered and continues to suffer mental and emotional anguish, stress, embarrassment humiliation, and pain and suffering.

105. As a direct and proximate result of the Defendants' unlawful discriminatory conduct in violation of the New Jersey Law Against Discrimination, Plaintiff has suffered and continues to suffer financial and economic damages.

106. Defendants' unlawful discriminatory conduct constitutes a willful and wanton violation of the New Jersey Law Against Discrimination, was outrageous and malicious, was intended to injure Plaintiff, and was done with reckless indifference to Plaintiff's civil rights, with the knowledge and concurrence of upper management entitling Plaintiff to an award of punitive damages.

WHEREFORE, Plaintiff demands that a judgment be entered against Defendants awarding i) compensatory Damages for loss of wages, back pay and future pay; fringe benefits; ii) emotional distress damages; iii) reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1; iii) punitive damages, iv) Pre and Post Judgment Interest, and v) such other relief as this Court deems just and proper.

COUNT FOUR

***New Jersey Law Against Discrimination, N.J.S.A. § 10:5-12(e) et seq. –
Aiding and Abetting***

107. Plaintiff repeats and realleges each of the above-mentioned allegations in paragraphs 1 through 106 as if fully set forth herein.

108. Plaintiff falls within the protected class of employees pursuant to N.J.S.A. §10:5-1 et seq, more particularly, N.J.S.A. § 10:5-4.1, et seq., as he suffered from a disability that temporarily limited his ability to perform his job without a reasonable accommodation.

109. During all times relevant to this cause of action, Defendants Paris Gourmet, inc., Noel, and upper management/supervisors Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman are defined as “employer” as defined by the LAD, N.J.S.A. §10:5-5(a), (c) and (e).

110. During all times relevant to this cause of action, Plaintiff is a “person” and “employee” as those terms are defined by the LAD, N.J.S.A. §10:5-5(a) and (f).

111. Defendants Paris Gourmet, Inc. and Noel, as well as upper management/supervisors Company employees Controller Michelle O'Neill and Company Human Resources Nereyda Guzman aided and abetted one another in violating the LAD, N.J.S.A. § 10:5-12(e) et seq.

112. Defendants Paris Gourmet, Inc., Noel, and upper management/supervisors Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman, acted with callous intent, careless and negligently, when with the assistant the other and created a common scheme to fabricate reasons for Mr. Dupont's employment termination claiming he had “abandoned his position, knowing that Mr. Dupont had not abandoned his position at all, but had been on a medical leave of absence.

113. Defendant Noel, President and Owner of the employer Company, acted with a planned and concert effort, along with Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman, when they treated Plaintiff in a discriminatory manner due to Plaintiff's disability and medical leave of absence because they fabricated a reason for Mr. Dupont's termination from Paris Gourmet, Inc. due to Plaintiff's disability and medical leave.

114. As outlined above, Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman retaliated against, and took an adverse action against Plaintiff while he was on short-term disability leave for medical condition, such that the condition prevented him from working but for the reasonable accommodation of a short-term medical leave of absence.

115. As outlined above, Defendant Noel acted with willful and wonton disregard to discriminate against Plaintiff Dupont due to his religious beliefs, being of the Judaism faith, and acted to further such discrimination on behalf of Pars Gourmet, inc.

116. Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman are unable to articulate any form of an undue burden to Paris Gourmet due to Mr. Dupont brief medical leave of absence to justify his termination from the company.

117. Once Plaintiff made requests for protected leave of absence, to accommodate his disability, for medical treatment and the State's Short Term Disability Leave, Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman singled out and terminated from Paris Gourmet, Inc.

118. The above actions were taken by Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman treated Plaintiff in an illegal manner

due to retaliate against Plaintiff due to his disability, medical condition, and medical leaves of absence.

119. As outlined above, the employer interfered with Plaintiff's exercise and enjoyment of rights under the NJ LAD, N.J.S.A. § 10:5-12(e) et seq.

120. The above actions were taken by Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman treated Plaintiff in an illegal manner due to retaliate against Plaintiff due to his disability, medical condition, light duty, medical leaves of absence, and request for workers compensation benefits and other medical leave.

121. All identified adverse acts were committed by Defendant Paris Gourmet, Inc's owner, upper management and/or supervisors, including Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman.

122. As a result of the illegal and continued course of conduct by Defendant Paris Gourmet, Inc., Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman described herein, Plaintiff has suffered economic and non-economic damages, as well as has suffered and continues to suffer mental and emotional anguish, stress, embarrassment humiliation, and pain and suffering.

123. The actions taken by Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman were calculated to harm Plaintiff, and they were aware of that their conduct is of the type to cause harm to Plaintiff, and as such, Plaintiff is entitled to an award of punitive damages, behavior that violates the New Jersey Law Against Discrimination, N.J.S.A. §10:15-1, et seq. and have thereby irreparably injured Plaintiff.

WHEREFORE, Plaintiff demands that a judgment be entered against Defendants awarding i) compensatory Damages for loss of wages, back pay and future pay; fringe benefits; ii)

emotional distress damages; iii) reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1; iii) punitive damages, iv) Pre and Post Judgment Interest, and v) such other relief as this Court deems just and proper.

COUNT FIVE

("Unlawful Interference With Rights Protected Under The FMLA") (Section 105 of the FMLA and section 825.220 of the FMLA)

124. Plaintiff repeats and realleges each and every statement as set forth in Paragraphs 1 through 123 above, as if fully set forth herein.

125. Mr. Dupont was eligible for a job-protected baby-bonding FMLA leave,

126. Defendant Paris Gourmet, Inc. and Defendant Noel, engaged in unlawful conduct and violated Section 105 of the FMLA and section 825.220 of the FMLA when he interfered, discouraged and restrained Plaintiff Dupont's rights, pursuant to the FMLA, 29 U.C. §2615(a)(1).

127. In July 2024 Mr. Dupont and his wife had a baby. Mr. Dupont took a twelve-week leave as allowed pursuant to the Family Medical Leave Act to care for his newborn.

128. When Mr. Noel was notified of Mr. Dupont's intent to take FMLA leave to care for his newborn, he became furious and refused for Mr. Dupont to take full twelve-week leave.

129. Shortly before Mr. Dupont's leave, Mr. Deschamps, on behalf of Mr. Noel, tried to convince Mr. Dupont not to take all 12 weeks of FMLA leave, but instead take 8 weeks off nonconsecutive, questioning how long Mr. Dupont's wife "really needed to recover" from a c-section, and if Mr. Dupont had other help at home that would not require Mr. Dupont to be home.

130. Clearly interfering, discouraging and restraining, Mr. Noel suggested to Mr. Dupont that he continue to work, access emails, respond to calls, and generally be available while on leave.

131. Then, during an August 13, 2024 call, Mr. Noel notified Mr. Dupont that Mr. Deschamps had given his resignation notice, and that he [Mr. Noel] needed him in the office, and would “consider paying for his childcare services.”

132. Mr. Dupont politely declined the option and elected to continue with his protected baby bonding leave.

133. Mr. Dupont did take leave, but during said period was bombarded with emails and calls from Paris Gourmet, in fact, some 450 emails during Mr. Dupont’s baby bonding time.

134. During his leave, Mr. Noel offered to pay a “stipend” for Mr. Dupont’s work time, and called a “performance bonus,” so long as Mr. Dupont worked remotely when needed.

135. Mr. Dupont, being a good and loyal employee, replied to many work emails and many phone calls from Paris Gourmet during what was supposed to be his FMLA baby-bonding period.

136. Defendant Paris Gourmet, inc., Defendant Noel, and Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman clearly interfered, discouraged and restrained Mr. Dupont’s FMLA protected rights in violation of Section 105 of the FMLA and section 825.220 of the FMLA to when they required him to continue to work while on leave, demanded that he return from FMLA leave, and then punished him for not doing so.

WHEREFORE, Plaintiff demands that a judgment be entered against Defendants awarding i) compensatory Damages for loss of wages, back pay and future pay; ii) fringe benefits;

iii) reasonable attorney's fees and expenses; iv) Pre and Post Judgment Interest, and v) such other equitable relief as this Court deems just and proper.

COUNT SIX

(Retaliation - Rights Protected Under The FMLA)

("Retaliation for Exercise of Rights Protected Under The FMLA")

137. Plaintiff repeats and realleges each and every statement as set forth in Paragraphs 1 through 136 above, as if fully set forth herein.

138. By engaging in a continued conduct to interfere, discourage and restrain his FMLA, after Plaintiff had returned from FMLA Baby Bonding, despite Mr. Dupont being qualified for and available to return, Defendants clearly violated the FMLA

139. Upon his return, Defendants retaliated against Mr. Dupont by denying him leave, placing him on supervised sales runs, and disciplining him.

140. Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman are prohibited from discharging or in any other way discriminating against Mr. Dupont in any unlawful manner, and for opposing or complaining about any unlawful company practice in violation of the FMLA.

141. Defendant Noel, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman Paris Gourmet and Mr. Deschamps on behalf of Defendant Noel, discouraged Mr. Dupont from using FMLA leave, and then manipulated his work hours to avoid responsibilities under the FMLA, and used his request – and actual leave -- as a negative factor in employment actions, such as hiring, promotions, or disciplinary actions, or and terminating his employment.

142. Defendants retaliated against Mr. Dupont for exercising statutory rights and opposing practices made unlawful by the FMLA, 29 U.S.C. § 2615(a)(1) and (2).

143. Moreover, Paris Gourmet violated the FMLA as it prohibits interfering with, restraining, or denying an employee's exercise of or attempt to exercise any FMLA right. See 29 U.S.C. § 2615(a)(1); 29 CFR § 825.220(a)(1).

144. Moreover, Paris Gourmet violated the FMLA as the law prohibits employers from discharging or in any other way discriminating against any person, whether or not an employee, for opposing or complaining about any unlawful practice under the FMLA. See 29 U.S.C. § 2615(a)(2); 29 CFR § 825.220(a)(2).

WHEREFORE, Plaintiff demands that a judgment be entered against Defendants awarding i) compensatory Damages for loss of wages, back pay and future pay; ii) fringe benefits; iii) reasonable attorney's fees and expenses; iv) Pre and Post Judgment Interest, and v) such other equitable relief as this Court deems just and proper.

COUNT SEVEN

(Post-Termination Retaliation – Torious Interference)

145. Plaintiff repeats and realleges each of the above-mentioned allegations in paragraphs 1 through 144 as if fully set forth herein.

146. Defendants retaliated against Plaintiff after Plaintiff's employment with Defendant had been terminated.

147. As outlined above, in the above Paragraphs, Defendants tortiously interfered with his economic rights under the NJ Unemployment laws in violation of N.J.S.A. § 43:21-16,, and

falsely stated that Plaintiff was still an employee, but then kept him on the Company payroll, but without the benefit of any pay.

148. Defendants also interfered with Plaintiff's ability to access Medicaid as Defendants failed to valid his termination from employment, and therefore was unable to qualify for Medicaid benefits for his family.

149. Defendants made false statements and against Plaintiff to the Carlstadt Police Department, in violation of NJS § 2C:28-4.

150. Following these events, Mr. Dupont had eligibility issues to receive his State of New Jersey Unemployment benefits, but also his Medicaid benefits for his family because of the false and harmful statements from the Defendant company employees.

151. Oddly, according to Ms. Guzman and ADP HR Business Partner Kristin Toth Mr. Dupont's employment status is still active in the company.

152. Very evidently, Mr. Noel continues to harass Mr. Dupont. When Mr. Dupont contacted the company to find out why he was still listed "on the books", HR Ms Guzman of Paris Gourmet and ADP HR Business Partner Kristin Roth explained to Mr. Dupont that "We have to follow Xavier's instructions to keep your status as active," despite it being obviously incorrect.

153. In fact, Company Controller Michelle O'Neill and Company Human Resources Nereyda Guzman admitted to ADP HR that their jobs are at risk if they did not listen to Mr. Noel who intimidated them.

154. Mr. Noel, intentionally, never provided a termination letter to Mr. Dupont.

155. Mr. Noel falsely claimed to the DOL investigator that Mr. Dupont was back to work on January 26, 2025 which again delayed Mr. Dupont's Unemployment payments and required reopening the case and providing further explanations to DOL by email and phone.

156. Defendants' conduct and actions were malicious and/or undertaken with a wanton and willful disregard of and for Plaintiff.

157. As a result of the illegal and continuing course of conduct by Defendants described herein, Plaintiff has suffered economic and non-economic/emotional distress damages, resulting in loss of compensation, loss of earning power, loss of self-esteem, loss of standing in the community and is incurring legal expenses and other expenses as a result of Defendants' actions.

158. Defendants engaged in, participated in, condoned, ratified, perpetuated and/or aided and abetted the aforesaid violations.

WHEREFORE, Plaintiff demands judgment against Defendants, jointly, severally and alternatively, for Damages including: Compensatory damages, emotional distress damages, Payment and/or reimbursement of all loss of benefits; reasonable Attorney's fees, costs and interest under common law and statute: Costs of suit and any other relief this Court deems just.

COUNT EIGHT

(John Does 1-10 & ABC Corporations 1-10)

159. Plaintiff hereby repeats and realleges each of the above-mentioned allegations in paragraphs 1 through 158 as if fully set forth herein.

160. 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 and ABC Corporations 1-10, fictitious persons or legal entities as Defendant(s) to this action.

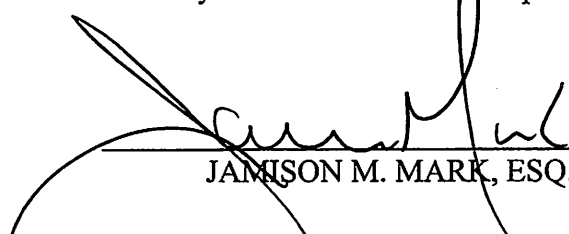
161. As such, the terms "Defendant" or "Defendants" as used in all of the above Counts and paragraphs should therefore be defined and read as "Defendant(s) and/or John Doe(s) and ABC Corporations".

WHEREFORE, Plaintiff demands that a judgment be entered against Defendants awarding i) compensatory Damages for loss of wages, back pay and future pay; fringe benefits; ii) emotional distress damages; iii) reasonable attorney's fees and expenses pursuant the FMLA and to N.J.S.A. § 10:5-27.1; iii) punitive damages, iv) Pre and Post Judgment Interest, and v) such other relief as this Court deems just and proper.

RESPECTFULLY SUBMITTED,

MARK | LAVIGNE, LLC
Attorneys for Plaintiff Arthur Dupont

Dated: March 27, 2025

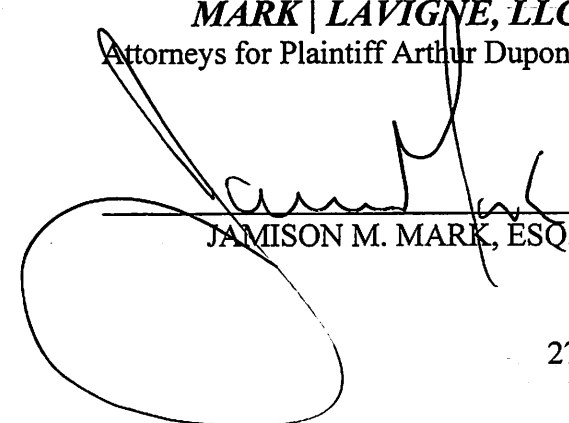

JAMISON M. MARK, ESQ.

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that pursuant to Rule 4:25-4 and 4:5-1(c), Lawrence N. Lavigne, Esq. and Jamison M. Mark, Esq are hereby designated as trial counsel in the above-captioned matter for the Mark | Lavigne, LLC, attorneys for Plaintiff Arthur Dupont.

MARK | LAVIGNE, LLC
Attorneys for Plaintiff Arthur Dupont

Dated: March 27, 2025

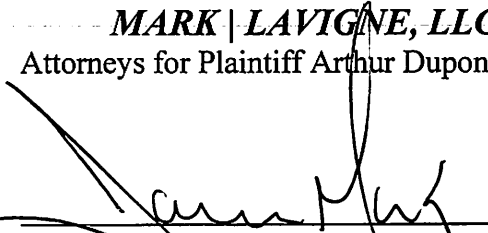

JAMISON M. MARK, ESQ.

DEMAND FOR JURY TRIAL

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

MARK | LAVIGNE, LLC
Attorneys for Plaintiff Arthur Dupont

Dated: March 27, 2025

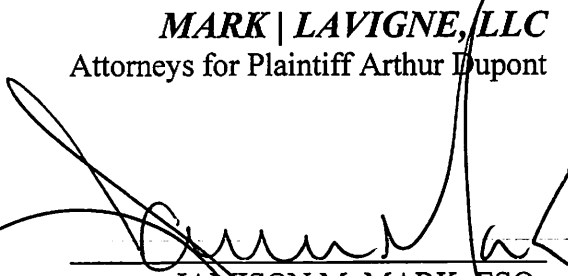

JAMISON M. MARK, ESQ.

DEMAND FOR INSURANCE INFORMATION

Pursuant to New Jersey Court Rule 4:10-2(b), Demand is made that Defendants disclose to Defendants 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 Defendants' 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.

MARK | LAVIGNE, LLC
Attorneys for Plaintiff Arthur Dupont

Dated: March 27, 2025

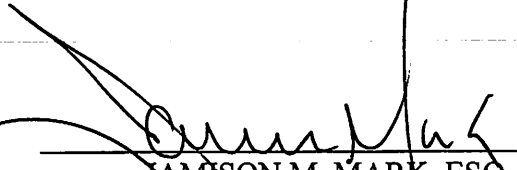

JAMISON M. MARK, ESQ.

DEMAND TO PRESERVE EVIDENCE

Defendants are hereby directed and demanded to preserve all physical and electronic information pertaining in any way to the subject matter of this litigation, Plaintiff's 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.

MARK | LAVIGNE, LLC
Attorneys for Plaintiff Arthur Dupont

Dated: March 27, 2025


JAMISON M. MARK, ESQ.

CERTIFICATION

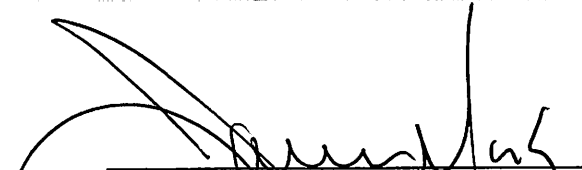
Pursuant to R. 4:5-1, I hereby certify that the matter in controversy is not the subject of other actions pending in any other court or pending arbitration proceeding.

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.

MARK | LAVIGNE, LLC
Attorneys for Plaintiff Arthur Dupont

Dated: March 27, 2025


JAMISON M. MARK, ESQ.

DISCOVERY DEMANDS

DEMAND FOR DOCUMENTS

PLEASE TAKE NOTICE the above-named Plaintiff, Arthur Dupont demands that Defendants produce at the office of Plaintiff's attorneys, Mark | Lavigne, LLC 675 Morris Avenue, Suite 300, 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 and all employee manuals, personnel policies or rules and regulations of Defendant Paris Gourmet, Inc. in effect from January 1, 2020 to the present, including but not limited to:
 - a. Employee Manual;
 - b. Personnel procedures and practices;
 - c. Employee performance review;
 - d. Anti-discrimination Policy
 - e. Accommodation Policies;
 - f. Leave of Absence Policies;
 - g. Baby Bonding Leave Policies;
 - h. FMLA Policies;
 - i. Termination of Employee Policies.
2. All documentation identifying 1(a)-(i) was provided to Plaintiff.
3. All documentation listed in 1(a)–(i) that was revised, please provide the initial documents, and then each version of the revised copy between January 1, 2020 to the present.
4. For each of the documents 1(a) – (i) listed above, the acknowledge of receipt page for Plaintiff, Xavier Noel, Michelle O'Neill and Nereyda Guzman.
5. The complete personnel file or any file maintained by Defendant Paris Gourmet, Inc for Plaintiff.
6. The company's entire FMLA file for Plaintiff Arthur Dupont.
7. Any and all job descriptions held by Plaintiff Arthur Dupont, in Sales, while employed with Defendant Paris Gourmet, Inc.
8. Any help wanted ads placed by Defendant Paris Gourmet, Inc from November 1, 2024 through present for any position held by Plaintiff in Sales.

9. Any and all application(s) and personnel file(s) for anyone hired into the same position held by Plaintiff at Defendant Paris Gourmet, Inc from October 1, 2024 to present
10. All documents related to any discipline, critique or concerns issued to Plaintiff during her employment with Defendant Paris Gourmet, Inc.
11. Any and all reports, memos or form of written communication, or emails internally between employees of Defendant Paris Gourmet, Inc in which Plaintiff's employment was discussed between January 2023 through present.
12. Any and all reports, memos, emails, notes or form of written communication, including that with any 3rd Party, which identified the reason for Plaintiff's termination from Defendant Paris Gourmet, Inc.
13. 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 Defendant Paris Gourmet, Inc
14. 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 benefit for the person(s) who replaced Plaintiff as Sales Manager at Defendant Paris Gourmet, Inc.
15. Any emails messages from Xavier Noel created between March 1, 2023 and present in which any of the following terms are used:
 - a. Art Dupont
 - b. Jew or Jewish
 - c. "Baby Bonding"
 - d. FMLA
 - e. "tasting meeting"
 - f. Pork
 - g. Religion
 - h. "Ride along"
 - i. Rosh Hashanah
 - j. Team Dinner
 - k. Stipend
 - l. Bonus
 - m. "12 weeks"
16. Any emails between March 1, 2024 to present between Xavier Noel and Michelle O'Neill that identify, name or reference Plaintiff Arthur Dupont.
17. Any emails between March 1, 2024 to present between Xavier Noel and Nereyda Guzman that identify, name or reference Plaintiff Arthur Dupont.

18. Any emails between March 1, 2024 to present between Xavier Noell and Eric Deschamps that identify, name or reference Plaintiff Arthur Dupont.
19. Any and all emails sent between March 1, 2023 through present from Xavier Noel to any 3rd Party from which Plaintiff's name is mentioned in any manner.
20. Any and all text messages sent between March 1, 2024 through present from Xavier Noel Eric Deschamps to anyone at Defendant Paris Gourmet, Inc., including Michelle O'Neill, Nereyda Guzman identifying, naming or referencing Plaintiff Arthur Dupont.
21. Plaintiff's performance review(s).
22. Any and all communications that you have memorializing the reasons for Mr. Dupont's separation from the company.
23. All written disciplinary action(s) taken against Plaintiff.
24. All communications to and/or from The State of New Jersey Department of Labor relating to Arther Dupont.

MARK | LAVIGNE, LLC
Attorneys for Plaintiff Arthur Dupont

Dated: March 27, 2025



JAMISON M. MARK, ESQ.

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 **ARTHUR DUPONT** hereby demands that you produce for appearance for deposition at the Mark | Lavigne, LLC at 675 Morris Avenue, Suite 300, Springfield, New Jersey 07081 as follows:

1. September 23, 2025 at 10:00 a.m.: Xavier Noel
2. September 24, 2025 at 10:00 a.m.: Eric Deschamps
3. September 24, 2025 at 12:00 p.m.: Nereyda Guzman
4. September 25, 2025 at 10:00 a.m.: Michell O'Neill
5. September 25, 2025 at 1:30 p.m.: Jackson Rockefeller

MARK | LAVIGNE, LLC
Attorneys for Plaintiff Arthur Dupont

Dated: March 27, 2025


JAMISON M. MARK, ESQ.

*****THESE DEPOSITIONS MAY BE SUBJECT TO AUDIO AND VIDEO RECORDING ****

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-002121-25

Case Caption: DUPONT ARTHUR VS PARIS GOURMET, INC.

Case Initiation Date: 03/27/2025

Attorney Name: JAMISON M MARK

Firm Name: MARK & LAVIGNE, LLC

Address: 675 MORRIS AVE STE 300

SPRINGFIELD NJ 07081

Phone: 9738456606

Name of Party: PLAINTIFF : Dupont, Arthur, A

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

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

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

Are sexual abuse claims alleged by: Arthur A Dupont? 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:

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

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

03/27/2025
Dated

/s/ JAMISON M MARK
Signed

