

EVAN L. GOLDMAN, ESQ. (001871979)
 GOLDMAN DAVIS KRUMHOLZ & DILLON, P.C.
 3 University Plaza, Suite 410
 Hackensack, NJ 07601
 201-488-2600
egoldman@goldmandavis.com
 Attorneys for Plaintiffs

<p>PETER GRECO, MICHAEL CRIBBEN, VINCENZO SAVOIA, JOSE PORTACIO, KEVIN CRIBBEN, TRISTEN VAN GENDT, ROBERT MCCLINTOCK, JR., STEVEN PELL, CHRISTOPHER MAZZOCCHI, WARREN FERNANDEZ- WILLIAMS, SHAWN YATES, TIMOTHY CARROLL, ADAM MARCHICK, SETH BROWN, PETER DANZO, DOUG TOBIN,</p> <p style="text-align: center;">Plaintiffs,</p> <p style="text-align: center;">v.</p> <p>CITY OF HACKENSACK AND CITY OF HACKENSACK FIRE DEPARTMENT,</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: BERGEN COUNTY</p> <p>DOCKET NO.</p> <p style="text-align: center;"><i>Civil Action</i></p> <p style="text-align: center;">COMPLAINT AND JURY DEMAND</p>
---	---

Plaintiffs, Peter Greco, Michael Cribben, Vincenzo Savoia, Jose Portacio, Kevin Cribben, Tristen Van Gendt, Robert McClintock, Jr., Steven Pell, Christopher Mazzocchi, Warren Fernandez-Williams, Shawn Yates, Timothy Carroll, Adam Marchick, Seth Brown, Peter Danzo, and Doug Tobin, hereby allege through their counsel:

Parties

Plaintiffs, Peter Greco, Michael Cribben, Vincenzo Savoia, Jose Portacio, Kevin Cribben, Tristen Van Gendt, Robert McClintock, Jr., Steven Pell, Christopher Mazzocchi, Warren Fernandez-Williams, Shawn Yates, Timothy Carroll, Adam Marchick, Seth Brown, Peter Danzo,

and Doug Tobin, were or are currently Firefighters, or dispatchers in the City of Hackensack and have been for a number of years.

Defendants, City of Hackensack and the City of Hackensack Fire Department operate and employ the plaintiffs as firefighters for the City.

Facts Common to All Counts.

1. All plaintiffs, Peter Greco, Michael Cribben, Vincenzo Savoia, Jose Portacio, Kevin Cribben, Tristen Van Gendt, Robert McClintock, Jr., Steven Pell, Christopher Mazzocchi, Warren Fernandez-Williams, Shawn Yates, Timothy Carroll, Adam Marchick, Seth Brown, Peter Danzo, and Doug Tobin, hereinafter referred to simply as “Plaintiffs” were or are still employed by the City of Hackensack as Firefighters, and or dispatchers.

2. Over the course of many years, all of the above-named individuals performed various inspections on behalf of the fire department in various office buildings, suites and offices in the City.

3. For these inspections, all of which were conducted outside of their regularly scheduled contractual hours, they received 25.00 per hour for these inspections.

4. When all of the above-named individuals began their employment with the City, the above practice had been ongoing for a number of years prior to their employment.

5. As a result, and at the time of their employment, there was no need to question the process or the pay.

6. The above-named individuals believed that these inspections were not part of their job and accordingly, did not question the amount of pay they received for these inspections.

7. To these individuals, the 25.00 per hour was an “extra” benefit for working for the Fire Department.

8. Unbeknownst to these individuals, conducting these inspections were part of their duties as a firefighter and/or dispatcher.

9. According to the New Jersey Civil Service Commission part of the duties of a firefighter include (but are not limited to) **“making periodic inspections and issues citations to ensure compliance with safety regulations.”**

10. The New Jersey Civil Service Commission has expressly found that municipal firefighters performing fire prevention inspections are not performing **“out of title”** activities.

11. At the time of these inspections, most, if not all of the firefighters were earning \$72.00 per hour, if not more.

12. Time and a half for these employees would be at least \$108.00 per hour, if not more.

13. In 2019, the State of New Jersey amended the New Jersey Wage and Hour Laws to specifically cover State and Municipal Employees.

14. Previous to this amendment, the lookback period for payment of these wages was two years.

15. However, pursuant to NJSA 34:11-56a25, the “look back period was extended to six years.”

16. In addition, the statute cited above also provides for liquidated damages in addition to any unpaid wages.

17. To date, the plaintiffs in this matter were significantly underpaid for the inspections that were conducted by them for periods of time that were in excess of their normal scheduled hours.

18. As a result, the plaintiffs are entitled to time and a half wage (in excess of 100 dollars per hour), for the hundreds if not thousands of hours in which they conducted these inspections.

19. While the plaintiffs do not have all of the times and inspections they conducted, during the past six years, the City has all of this documentation as it was that entity that underpaid the plaintiffs.

20. Each plaintiff is entitled to thousands if not hundreds of thousands of dollars for being underpaid for these inspections.

FIRST COUNT

21. The plaintiffs repeat and reallege all of the facts that are listed in paragraphs 1-20 as if the same were set forth more fully herein.

22. Pursuant to NJSA 34:11-56a4(b)(1), the above-named plaintiffs were entitled to be paid time and a half of their normal hourly salary for conducting the inspections previously described, along with penalties and enhancements.

23. The defendants failed to pay the plaintiffs the proper overtime wages for at least the past 6 years and are responsible for paying the plaintiffs the proper wage.

24. Failure to do so is a violation of the New Jersey Wage and Hour Laws as described above.

25. Wherefore the plaintiffs demand judgment against the defendants jointly and severally for all sums (back pay, benefits, punitive damages, attorneys fees and costs, enhanced damages and liquidated damages) as a result of their failure to pay proper wages pursuant to the statute.

SECOND COUNT

26. The plaintiffs repeat and reallege all of the facts that are listed in paragraphs 1-25 as if the same were set forth more fully herein.

27. During the period of time that the plaintiffs were performing these inspections, the defendants knew or should have known that they were substantially underpaying the plaintiffs for their overtime.

28. As a direct and proximate result of the intentional and/or reckless acts of the defendants, the defendants are responsible to the plaintiffs for punitive damages.

29. Wherefore, the plaintiffs demand judgment against the defendants for compensatory and punitive damages, counsel fees, costs and interests on this count of the complaint.

JURY DEMAND

Plaintiff hereby demands trial by jury on all issues herein pursuant to R.1:8-2(b) and R.4:35-1(a).

DESIGNATION OF TRIAL COUNSEL

Pursuant to Rule 4:25-4, EVAN L. GOLDMAN, is hereby designated as trial counsel for Plaintiff in the within matter.

CERTIFICATION OF NO OTHER ACTIONS

Pursuant to R.4:5-1, it is hereby certified that, to the best of our knowledge and belief, the matter in controversy is not the subject of any other action pending in any other Court or of a pending Arbitration proceeding. Also, to the best of our knowledge and belief, no other action or Arbitration proceeding is contemplated. Further, other than the parties set forth in this pleading, at the present time we know of no other parties that should be joined in this action.

In addition, we recognize the continuing obligation of each party to file and serve on all parties and the Court an amended certification if there is a change in the facts stated in this original certification.

GOLDMAN DAVIS
KRUMHOLZ & DILLON, P.C.
s/ Evan L. Goldman
Evan L. Goldman

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to R.4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the Judgment. If so, please attach a copy of each, or in the alternative state, under oath and certification: (a) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all persons insured thereunder; (e) personal injury limits; (f) property damage limits; and (g) medical payment limits.

DEMAND FOR PRODUCTION OF DOCUMENTS

1. Personnel files of each plaintiff.
2. All documents, payroll information, or other writings indicating all payments made to each individual plaintiff for any inspections conducted on behalf of the City of Hackensack from the years 2016 to Present.

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-004384-24

Case Type: EMPLOYMENT (OTHER THAN CEPA OR LAD)

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 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: Peter Greco? NO

Are sexual abuse claims alleged by: Michael Cribben? NO

Are sexual abuse claims alleged by: Vincenzo Savoia? NO

Are sexual abuse claims alleged by: Jose Portacio? NO

Are sexual abuse claims alleged by: Kevin Cribben? NO

Are sexual abuse claims alleged by: Tristen van Gendt? NO

Are sexual abuse claims alleged by: Robert McClintock, Jr.? NO

Are sexual abuse claims alleged by: Steven Pell? NO

Are sexual abuse claims alleged by: Christoph Mazzocchi? NO

Are sexual abuse claims alleged by: Warren Fernandez-Williams?
NO

Are sexual abuse claims alleged by: Shawn Yates? NO

Are sexual abuse claims alleged by: Timothy Carroll? NO

Are sexual abuse claims alleged by: Adam Marchick? NO

Are sexual abuse claims alleged by: Seth Brown? NO

Case Caption: GRECO PETER VS CITY OF
HACKENSACK

Case Initiation Date: 07/30/2024

Are sexual abuse claims alleged by: Peter Danzo? NO

Attorney Name: EVAN L GOLDMAN

Firm Name: GOLDMAN DAVIS KRUMHOLZ & DILLON,
P.C.

Are sexual abuse claims alleged by: Doug Tobin? NO

Address: THREE UNIVERSITY PLAZA SUITE 410
HACKENSACK NJ 07601

Phone: 2014882600

Name of Party: PLAINTIFF : Greco, Peter

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

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? YES

If yes, is that relationship: Employer/Employee

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

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

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

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

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

07/30/2024
Dated

/s/ EVAN L GOLDMAN
Signed