

Archer&Greiner P.C.
ATTORNEYS AT LAW

Leo J. Hurley, Jr.

lhurley@archerlaw.com
201-498-8530 Direct

21 Main Street, Suite 353
Court Plaza South, West Wing
Hackensack, NJ 07601-7095
201- 342-6000 Main
201- 342-6611 Fax
www.archerlaw.com

April 19, 2012

VIA HAND DELIVERY

Civil Clerk Filing Office
Superior Court of New Jersey
Bergen County Justice Center
10 Main Street, Room 415
Hackensack, New Jersey 07601-0769

Re: Data, Inc. v. Joshua Gonzalez
Docket No.: BER-L-3180-11
Our File No.: DAT009.10297
Attorney Collateral Account No. 2400

Dear Sir/Madam:

This office represents Plaintiff, Data, Inc., regarding the above-referenced matter. Enclosed please find the original and one (1) copy of a Letter Brief and Certification of Leo J. Hurley, Jr., Esq. in opposition to Defendant's Motion to Vacate. Kindly return a copy thereof to our office duly marked "filed" in the envelope provided for your convenience. Please charge the appropriate fees to our Account No. 2400.

Thank you for your assistance in this matter.

ARCHER & GREINER
A Professional Corporation

By: 

LEO J. HURLEY, JR.

LJH/rb

cc: The Honorable Alexander H. Carver, III. J.S.C. – Via Hand Delivery
Evan Goldman, Esq. – Via E-Mail and First Class Mail

8348976v1

April 19, 2012

VIA HAND DELIVERY

The Honorable Alexander H. Carver III, J.S.C.
Bergen County Justice Center
10 Main Street
Hackensack, New Jersey 07601

Re: DATA Inc. v. Joshua Gonzalez
Docket No. BER-L-3180-11
Our Reference No.: 1293.10297

Dear Judge Carver:

This firm represents the Plaintiff, Data, Inc. with reference to the above captioned matter. This letter brief is in opposition to Defendant's motion to vacate. Data, Inc. requests oral argument on the motion.

Procedural History

On May 10, 2011, Joshua Gonzalez (Gonzalez" or "Defendant") was served, through his roommate, with a copy of Summons and Complaint, CIS, Track Assignment Notice, Lawyers Referral, Designation of Trial Counsel, and Certification brought by Data, Inc. ("Data" or "Plaintiff") at 3460 Kingsboro Road NE, Apt 201, Atlanta, Georgia 30326 on May 10, 2011. See Exhibit A to Hurley Certification. On October 10, 2011, Defendant was sent by certified mail, return receipt requested, and regular mail with a copy of Plaintiff's request to Enter Default and

an accompanying Certification of Counsel at the same address where he was served with the Complaint. See Exhibit B to Hurley Certification. The certified mail was returned as "Unclaimed" but the first class mail was delivered and not returned. See Exhibit C to Hurley Certification. Defendant was sent on November 15, 2011 by certified mail, return receipt requested, and regular mail with a Notice of Motion to Request a Proof Hearing, an accompanying certification of counsel, and a proposed form of order at the same address where he was served with the Complaint. See Exhibit D to Hurley Certification. The certified mail was returned as "Unclaimed" but the regular mail was delivered and not returned. See Exhibit E to Hurley Certification. Defendant was sent by certified mail, return receipt requested and regular mail on December 9, 2011, with a copy of this Court's Order scheduling a proof hearing on January 4, 2012 at 8:30a.m. at the same address where he was served with the Complaint. See Exhibit F to Hurley Certification. The regular mail was delivered and did not come back. In an overabundance of caution, Defendant was served personally, by a process server, on December 29, 2011 with a copy of this Court's Order scheduling a proof hearing on January 4, 2012 at 8:30a.m. at the same address where he was served with the Complaint. See Exhibit G to Hurley Certification.

Point I

Defendant Has Failed To Show That His Failure To Answer Was A Result Of Excusable Neglect And That He Has A Meritorious Defense To The Complaint.

For purposes of R. 4:50-1(a), "a defendant seeking to set aside a default judgment must establish that his failure to answer was due to excusable neglect and that he has a meritorious defense." Goldhaber v. Kohlenberg, 295 N.J.Super. 380, 391 (App. Div. 2007); see also Dynasty

Bulding Corporation v. Ackerman, 376 N.J.Super. 280, 285 (App. Div. 2005); 132 N.J.Super. 330, 334 (App. Div. 1993).

A. Defendant Has Not Articulated “Excusable Neglect”.

While “carelessness may be excusable when attributable to an honest mistake that is compatible with due diligence or reasonable prudence”, the Courts of this State have held that neglect or carelessness of a defendant in simply not responding to notices is inexcusable. *Mancini v. EDS o/b/o New Jersey Automobile Full Insurance Underwriting Association*, 132 N.J. 330, 335 (1993).

In this matter, Defendant argues that “I do apologize to the Court for not dealing with this sooner, but between the time of my employment and the filing of the lawsuit, I relocated to Atlanta, Georgia. In addition, I was having difficulty finding out why I was being sued.” See Gonzalez Certification at ¶10. Defendant’s argument is both disingenuous and meritless. As is abundantly clear from the procedural history of this case, Defendant’s move to Atlanta, Georgia had *nothing* to do with his failure to respond to the notices regarding this matter. Defendant had notice and admits to having notice. His statement that he was indecisive is as a matter of law insufficient to establish the requisite excusable neglect to vacate the judgment.

Indeed, the procedural history makes clear that Defendant delayed to avoid his obligations relative to this suit and to file answer. Any difficulties Defendant had with “figuring out why [he] was being sued” is not a basis under the law not to timely answer. Such actions render any neglect inexcusable. As such, Defendant cannot show that his neglect was “excusable”, and his motion must be denied.

B. Defendant Has No Defense to the Claim.

As pointed out, *infra*, in “a defendant seeking to set aside a default judgment must establish that his failure to answer was due to excusable neglect *and* that he has a meritorious defense.” Goldhaber v. Kohlenberg, 295 N.J.Super. 380, 391 (App. Div. 2007); *see also* Dynasty Bulding Corporation v. Ackerman, 376 N.J.Super. 280, 285 (App. Div. 2005); 132 N.J.Super. 330, 334 (App. Div. 1993).(emphasis added).

Defendant does not dispute that he entered into the contract, inasmuch as he advises that he “began work during the second week of March 2011”. See Gonzalez Certification at ¶3. Defendant further claims because he “could not locate a place to live” he “could no longer remain in the job”. See Gonzalez Certification at ¶6. Gonzalez’s own inability to “locate a place to live” is not a meritorious defense to a valid employment contract – particularly a contract that Defendant admits to entering into freely which provides for a specific commitment for Gonzalez to work at a Data client over a period of time.

Defendant alleges that he was “placed by Data in a position that was not where [he] was currently living.” See Gonzalez Certification at ¶2. A review of the Agreement between the parties (the “Agreement”) indicates that Defendant, though living in Florida at the time of the execution of the Agreement, was aware at the time of its execution that the position he was contracted for was in Atlanta, Georgia. See Exhibit H to Hurley Certification. As such, Defendant was not “placed” there by Plaintiff; rather, Defendant freely, voluntarily and knowingly entered into an Agreement which, by its express terms, indicated that the job he was contracting for was located in Atlanta, Georgia.

Defendant further claims that “I wanted to make the situation work, and Data and I had several discussions regarding their helping me find a suitable place to live” but that because he

could not find a place to live, he could not “make it work”. See Gonzalez Certification at ¶4, 8. There is nothing in the employment contract that requires Data to find housing for Gonzalez. Notably, a second, subsequent work order and addendum to the Agreement was executed between the parties some eight days after the execution of the initial Agreement, whereby Defendants “Gross Rate of Pay” was increased by \$5.00 per hour. As pointed out by Jennifer D’Silva at the proof hearing in this matter,

“Mr. Gonzalez had accepted the position at \$40 an hour as to his pay rate. To assist him with his relocation, we increased his pay rate to \$45 an hour. And the purchase order, the Exhibit A, is included in the Master Services Agreement as well.” See Exhibit I to Hurley Certification, 9:14-18.

As is abundantly clear from the record in this matter, Plaintiff went so far as to amend the Agreement in order to insure Gonzalez’s happiness as an employee. Gonzalez’s claims to the contrary are unsupported by the record and are, frankly, a red herring with no bearing on the issues before this Court. There is no meritorious defense, Gonzalez breached and Data, Inc. has real and actual damages from the breach as found by the Court. (See proof hearing record and court decision annexed as Exhibit I hereto).

In his brief in support of his motion, Defendant claims that something non-specific contained within his Certification creates a “factual” issue as to the Notice Provision of the Termination Clause contained at Paragraph 10.1 of the Agreement. See Exhibit I to Hurley Certification. Defendant states that the Notice Provision “simply says that ‘either party shall have the right, at any time with reasonable cause, to terminate your services under this Agreement upon fourteen days *written* notice to the other party.’” Defendant’s Brief at 2. Defendant has conveniently omitted the remainder of the provision cited which states, in no uncertain terms, that “It is expressly understood that such notice shall be sent via certified or registered mail, fax

or email transmission and in the event of termination for cause, such notice shall detail the specific acts which allegedly constitute the 'reasonable cause' enabling such party to terminate this Agreement." See Exhibit I to Hurley Certification. Defendant's certification is utterly bereft of any evidence of compliance with the written notice provision of the Termination clause of the Agreement. See Exhibit I to Hurley Certification. The reason for this is quite simple and obvious: there was no written notice sent by Defendant to Plaintiff in compliance with the section of the Agreement at issue. As Jennifer D'Silva testified before this Honorable Court at the proof hearing on this very issue:

"Mr. Gonzalez had – was scheduled to start on March 10th of 2011. He worked at UPS until March 18th. On March 21st I received an email from his manager at UPS asking for his whereabouts. Mr. Gonzalez had not – you know, he did not show up at work. We tried multiple times to reach him via phone, email, and Mr. Gonzalez did not respond to any of those. At that point the client, United Parcel Service, refused to work with us for this particular engagement and Mr. Gonzalez did not show up at all."

See Exhibit I to Hurley Certification, 11:24-25 to 12:1-8.

In sum, there is no "factual issue" relative to the Notice Provision of Paragraph 10.1 of the Agreement. The section at issue required Defendant to tender *written* notice with reasonable cause to Plaintiff in order to terminate the Agreement. Defendant did not comply with this provision. As such, this argument should be ignored by the Court.

Finally, Defendant claims that "it is unclear how [Plaintiff] has established damages to be over \$24,000.00". Defendant's Brief at 2. If Defendant attended – rather than ignored the existence of – the proof hearing in this matter, the manner and method of establishing such damages would be abundantly clear. As Jennifer D'Silva testified at the proof hearing,

Q: Ok. So [Gonzalez's bill rate to UPS] was \$57 an hour?

A: That's correct.

Q: So the difference between the two, ma'am, would be -- \$57 and \$45 is \$12 an hour, right?

A: \$12 an hour.

Q: And he was scheduled to work for an entire year, correct, that was the arrangement?

A: That is correct.

Q: Okay. And is it safe to say that the term would be 2,000 hours, right?

A: Yes, it is.

Q: And by my math, 2,000 equals at \$12 an hour is \$24,000, correct?

A: That is correct.

See Exhibit I to Hurley Certification 11:7-20.

Further, as testified to at the Proof Hearing, the Agreement provides for Defendant to pay Plaintiff's reasonable attorney's fees and all other reasonable costs associated with the enforcement of the Agreement at issue. See Exhibit to Hurley Certification 9:25-10:4; Exhibit to Hurley Certification at ¶16.5. In accordance with the Court's directive, counsel for Plaintiff submitted a certification of services. See Exhibit to Hurley Certification. Based on this submission, the Court granted Plaintiff an award of attorney's fees. The methodology behind the Plaintiff's calculation of – and the Court's eventual award of – damages in this matter is crystal clear. Defendant's attempt to claim to the contrary is, frankly, a last-ditch attempt to mitigate his self-inflicted damages. Defendant's argument is meritless and should be ignored.

In sum, Defendant has not and cannot show that he has a meritless defense to the underlying claim in this matter. Defendant left his job with Data without providing the notice required under the express terms and conditions of the Agreement. For these reasons, the Court should deny Defendant's motion.

Respectfully submitted,



PATRICK PAPALIA

PP:rb

cc: Evan Goldman, Esq. (Via E-Mail and First Class Mail)

Our Reference No. 1293.10297
Our Account No. 140660
ARCHER & GREINER, P.C.
Court Plaza South, West Wing
21 Main Street, Suite 353
Hackensack, New Jersey 07601
(201) 342-6000
Attorneys for Plaintiff

DATA INC.,

Plaintiff,

v.

JOSHUA GONZALEZ,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-003180-11

CIVIL ACTION

**CERTIFICATION OF
LEO J. HURLEY, JR., ESQ.**

LEO J. HURLEY, JR., an attorney-at-law, of the State of New Jersey, certifies as follows:

1. I am an associate with the firm of Archer & Greiner, P.C., attorneys for plaintiff Data, Inc. regarding the above matter and am fully familiar with the facts of this case. I make this Certification in support of Plaintiff's Opposition to Defendant's Motion to Vacate Default Judgment pursuant to R. 4:50-1

2. On or about April 7, 2011, the plaintiff filed a complaint against the defendant, Joshua Gonzalez.

3. On or about May 10, 2011, service of the Track Assignment Notice, Summons and Complaint was successfully effectuated upon the defendant, Joshua Gonzalez, 3460 Kingsboro Road NE, Apt. 201, Atlanta, GA 30326. A true and accurate copy of Affidavit of Service of the Track Assignment Notice, Summons and Complaint is attached hereto as **Exhibit A.**

4. On or about September 7, 2011, this office filed a Request to Enter Default and Certification for failure to answer the complaint with the Office of the Clerk, Bergen County, Civil Case Processing.

5. On or about September 7, 2011, the Court entered default against the defendant. A true and accurate copy of the Request to Enter Default and Certification, entered against the Defendant on September 7, 2011 and sent on defendant by first class mail and certified mail, return, receipt, requested on October 10, 2011 is attached hereto as **Exhibit B**.

6. The copy of the Request to Enter Default and Certification, entered against the Defendant on September 7, 2011 and sent to defendant on October 10, 2011, by certified mail, return, receipt, requested was returned to the sender as unclaimed. A true and accurate copy of the unclaimed Request to Enter Default and Certification is attached hereto as **Exhibit C**.

7. On or about November 15, 2011, the Plaintiff filed with the Court and sent to the Defendant a Notice of Motion to Request a Proof Hearing, a certification of counsel, a proposed form of Order and a Proof of Mailing by first class mail and certified mail, return, receipt, requested. A true and accurate copy of the same is attached hereto as **Exhibit D**.

8. The copy of the Notice of Motion to Request a Proof Hearing, a certification of counsel, a proposed form of Order and a Proof of Mailing that was sent to Defendant certified mail, return, receipt request was returned to the sender as unclaimed. A true and accurate copy of the unclaimed of Motion to Request a Proof Hearing, a certification of counsel, a proposed form of Order and a Proof of Mailing is attached hereto as **Exhibit E**.

9. On or about December 9, 2011, the copy of the Court's December 6, 2012 Order scheduling a proof hearing in the above-referenced matter was sent on Defendant by first class mail and certified mail, return receipt requested. A true and accurate copy of the same is attached

hereto as **Exhibit F**.

10. In an overabundance of caution, the copy of the Court's December 6, 2012 Order scheduling a proof hearing was served personally on Defendant on December 29, 2012. A true and accurate copy of the Affidavit of Service is attached hereto as **Exhibit G**.

11. On January 4, 2012, a proof hearing was conducted on the record and in open court before the Honorable Alexander H. Carver, J.S.C. in the above-referenced matter. At the hearing an Employment Agreement ("the Agreement") dated March 1, 2011 was identified and marked into evidence. A true and accurate copy of the Agreement is attached hereto as **Exhibit H**.

12. A true and accurate copy of the transcript of the January 4, 2012 proof hearing is attached hereto as **Exhibit I**.

ARCHER & GREINER, P.C.

Attorneys for Plaintiff

Data, Inc.

By: 

Leo J. Hurley, Jr., Esq.

Dated: April 19, 2012

8346766v1

DATA INC

vs.

JOSHUA GONZALEZ

Plaintiff

Defendant

Person to be served (Name & Address):

JOSHUA GONZALEZ
3460 KINGSBORO ROAD NE
APT 201
ATLANTA, GA 30326

Attorney:

Patrick Papalia Esq.

Superior Court of New Jersey
Law Division
Bergen County
Docket Number: BER-L-003180-11

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Cost of Service pursuant to R. 4:4-3(c)

\$

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT NOTICE, LAWYERS REFERRAL, DESIGNATION OF TRIAL COUNSEL, CERTIFICATION

Service Data:

Served Successfully ☒ Not Served ☐ Date: 5/10/2011 Time: 6:00 pm Attempts: ☐

☐ Delivered a copy to him / her personally

☒ Left a copy with a competent household member over 14 years of age residing therein

☐ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc.

Name of Person Served and relationship / title:

BRITNEY SMITH

ROOMATE

Description of Person Accepting Service:

Sex: F Age: 30+ Height: 5'4 Weight: 150 Skin Color: tan Hair Color: Brown

Unserved:

- () Defendant is unknown at the address furnished by the attorney
() All reasonable inquiries suggest defendant moved to an undetermined address
() No such street in municipality
() No response on: _____ Date _____ Time _____

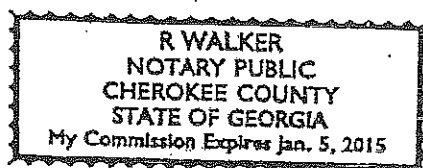
() Other: _____ Date _____ Time _____

Comments or Remarks:

Server Data:

Subscribed and Sworn to before me on the 16th day of June, 2011 by the affiant who is personally known to me.

NOTARY PUBLIC



I, BerAnne BTassan, was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

6-16-11
Date

STATUS, L.L.C.
1509 Stuyvesant Avenue
Union, NJ 07083
(908) 683-1414
Our Job Serial Number: STS-2011007255
Ref: 1293.10297



ARCHER & GREINER, P.C.
ATTORNEYS AT LAW

LEO J. HURLEY, JR.

21 MAIN STREET, SUITE 353
COURT PLAZA SOUTH, WEST WING
HACKENSACK, NJ 07601-7095
201-342-6000
FAX 201-342-6611

Email Address:
lhurley@archerlaw.com

Direct Dial:
(201) 498-8530

www.archerlaw.com

October 10, 2011

Mr. Joshua Gonzalez
3460 Kingsboro Road NE
Apt. 201
Atlanta, GA 30326

Re: DATA Inc. v. Joshua Gonzalez
Docket No. BER-L-3180-11
Our Reference No.: 1293.10297

Dear Mr. Gonzalez:

I enclose herewith a Request to Enter Default & Certification entered with the Court against you on September 7, 2011. Please be guided accordingly.

Very truly yours,


LEO J. HURLEY, JR.

ED MAIL, RRR

U.S. Postal ServiceTM
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

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Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

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or PO Box No.
City, State, ZIP+4[®]

Gonzalez
3460 Kingsboro Rd
Atlanta GA 30326

PS Form 3800, August 2006
P 856-795-2124
F 856-795-0574

See Reverse for Instructions
P 609-880-0051
F 609-880-0051

CE
201
-1722

PHILADELPHIA OFFICE
One Liberty Place - 32nd Floor
1650 Market Street
Philadelphia, PA 19103-7393
P 215-963-3300
F 215-963-9999

WILMINGTON OFFICE
300 Delaware Avenue
Suite 1370
Wilmington, DE 19801
P 302-777-4350
F 302-777-4352

GEORGETOWN OFFICE
9 East Market Street
P.O. Box 977
Georgetown, DE 19947
P 302-858-5151
F 302-858-5161

NEW YORK OFFICE
2 Penn Plaza
Suite 1500
New York, NY 10121
P 212-292-4988
F 212-629-4568

Office of the Superior Court Clerk
Filed and Default Entered

Our Reference No. 1293.10297

Our Account No. 140660

ARCHER & GREINER, P.C.

Court Plaza South, West Wing

21 Main Street, Suite 353

Hackensack, New Jersey 07601

(201) 342-6000

Attorneys for Plaintiff

SEP 07 2011

by 
Deputy Clerk of the Superior Court

DATA INC.,

Plaintiff,

v.

JOSHUA GONZALEZ,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-003180-11

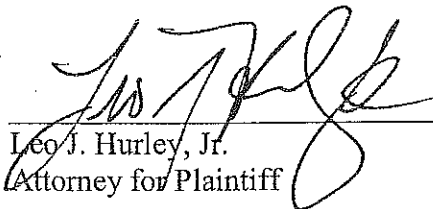
CIVIL ACTION

**REQUEST TO ENTER
DEFAULT & CERTIFICATION**

TO THE CLERK OF THE ABOVE NAMED COURT:

Civil Case Processing Section - Room 115
Bergen County Justice Center
10 Main Street
Hackensack, New Jersey 07601

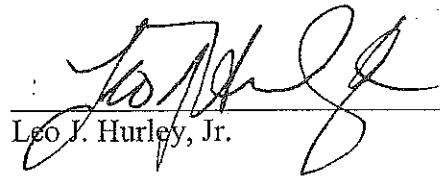
Please enter upon the docket the default of defendant Joshua Gonzalez in the above-entitled action for its failure to plead or otherwise defend as provided by the rules of civil practice or by an order of this Court, or because the answer of defendant Joshua Gonzalez has been stricken.


Leo J. Hurley, Jr.
Attorney for Plaintiff

CERTIFICATION

1. I am Leo J. Hurley, Jr., the attorney for plaintiff, in the above-entitled action.
2. The Summons, Track Assignment Notice and a copy of the Complaint in this action were served upon defendant Joshua Gonzalez on May 10, 2011 as appears from the return of process filed with the Court. For your reference, I have enclosed a copy of the Affidavit of Service which has been filed with the Court.
3. The time within which said defendant may answer or otherwise move as to the said Complaint has expired, has not been extended or enlarged, and no defendant named herein has answered or otherwise moved.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


Leo J. Hurley, Jr.

Dated: September 7, 2011

DATA INC

Plaintiff

Superior Court Court of New Jersey

VS.

Law Division

JOSHUA GONZALEZ

Defendant

Bergen County

Docket Number: BER-L-003180-11

Person to be served (Name & Address):

JOSHUA GONZALEZ
3460 KINGSBORO ROAD NE
APT 201
ATLANTA, GA 30326

SUPERIOR COURT BERGEN COUNTY
FILED AFF

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Attorney:

Patrick Papalia Esq.

SEP. 07 2011

Cost of Service pursuant to R. 4:4-3(c)

DEPUTY CLERK

2

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT NOTICE, LAWYERS REFERRAL, DESIGNATION OF TRIAL COUNSEL, CERTIFICATION

Service Data:

Served Successfully X Not Served _____ Date: 5/10/2011 Time: 6:00 pm Attempts: _____

Delivered a copy to him / her personally

Name of Person Served and relationship / title:

 X Left a copy with a competent household member over 14 years of age residing therein

BRITNEY SMITH

ROOMATE

____ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc.

Description of Person Accepting Service:

Sex: F Age: 30+ Height: 5'4 Weight: 150 Skin Color: Tan Hair Color: Brown

Unserved:

() Defendant is unknown at the address furnished by the attorney
 () All reasonable inquiries suggest defendant moved to an undetermined address
 () No such street in municipality
 () No response on: _____ Date _____ Time _____
 _____ Date _____ Time _____
 () Other: _____

Comments or Remarks:

Server Data:

Subscribed and Sworn to before me on the 16th day
of June, 2011 by the affiant who is personally known
to me.

NOTARY PUBLIC

I, Berhane B. Tassaw, was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

6-16-11
Date

STATUS, L.L.C.

1509 Stuyvesant Avenue

Union, NJ 07083

(908) 688-1414

Our Job Serial Number: STS-2011007255

Ref: 1293.10297

R WALKER
NOTARY PUBLIC
CHEROKEE COUNTY
STATE OF GEORGIA
My Commission Expires Jan. 5, 2015



ARCHER & GREINER, P.C.
ATTORNEYS AT LAW

LEO J. HURLEY, JR.

21 MAIN STREET, SUITE 353
COURT PLAZA SOUTH, WEST WING
HACKENSACK, NJ 07601-7095
201-342-6000
FAX 201-342-6611

Email Address:
lhurley@archerlaw.com

Direct Dial:
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October 10, 2011

Mr. Joshua Gonzalez
3460 Kingsboro Road NE
Apt. 201
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Docket No. BER-L-3180-11
Our Reference No.: 1293.10297

Dear Mr. Gonzalez:

I enclose herewith a Request to Enter Default & Certification entered with the Court against you on September 7, 2011. Please be guided accordingly.

Very truly yours,


LEO J. HURLEY, JR.

PP/rb

Enclosures

VIA FIRST CLASS MAIL and CERTIFIED MAIL, RRR

HADDONFIELD OFFICE
One Centennial Square
Haddonfield, NJ 08033-0968
P 856-795-2121
F 856-795-0574

PRINCETON OFFICE
700 Alexander Park
Suite 102
Princeton, NJ 08540
P 609-580-3700
F 609-580-0051

FLEMINGTON OFFICE
Plaza One
1 State Route 12, Suite 201
Flemington, NJ 08822-1722
P 908-788-9700
F 908-788-7854

PHILADELPHIA OFFICE
One Liberty Place - 32nd Floor
1650 Market Street
Philadelphia, PA 19103-7393
P 215-963-3300
F 215-963-9999

WILMINGTON OFFICE
300 Delaware Avenue
Suite 1370
Wilmington, DE 19801
P 302-777-4350
F 302-777-4352

GEORGETOWN OFFICE
9 East Market Street
P.O. Box 977
Georgetown, DE 19947
P 302-858-5151
F 302-858-5161

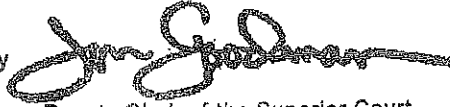
NEW YORK OFFICE
2 Penn Plaza
Suite 1500
New York, NY 10121
P 212-292-4988
F 212-629-4568

Office of the Superior Court Clerk
Filed and Default Entered

Our Reference No. 1293.10297
Our Account No. 140660
ARCHER & GREINER, P.C.
Court Plaza South, West Wing
21 Main Street, Suite 353
Hackensack, New Jersey 07601
(201) 342-6000
Attorneys for Plaintiff

SEP 07 2011

by



Deputy Clerk of the Superior Court

DATA INC.,

Plaintiff,

v.

JOSHUA GONZALEZ,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-003180-11

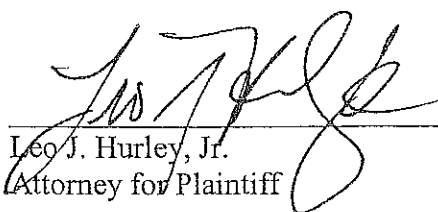
CIVIL ACTION

**REQUEST TO ENTER
DEFAULT & CERTIFICATION**

TO THE CLERK OF THE ABOVE NAMED COURT:

Civil Case Processing Section - Room 115
Bergen County Justice Center
10 Main Street
Hackensack, New Jersey 07601

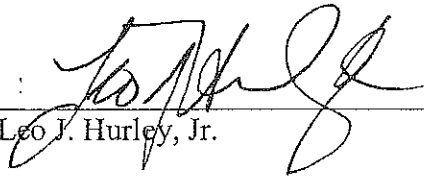
Please enter upon the docket the default of defendant Joshua Gonzalez in the above-entitled action for its failure to plead or otherwise defend as provided by the rules of civil practice or by an order of this Court, or because the answer of defendant Joshua Gonzalez has been stricken.


Leo J. Hurley, Jr.
Attorney for Plaintiff

CERTIFICATION

1. I am Leo J. Hurley, Jr., the attorney for plaintiff, in the above-entitled action.
2. The Summons, Track Assignment Notice and a copy of the Complaint in this action were served upon defendant Joshua Gonzalez on May 10, 2011 as appears from the return of process filed with the Court. For your reference, I have enclosed a copy of the Affidavit of Service which has been filed with the Court.
3. The time within which said defendant may answer or otherwise move as to the said Complaint has expired, has not been extended or enlarged, and no defendant named herein has answered or otherwise moved.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Leo J. Hurley, Jr.

Dated: September 7, 2011

DATA INC

Plaintiff

Superior Court of New Jersey
Law Division
Bergen County
Docket Number: BER-L-003180-11

vs.

JOSHUA GONZALEZ

Defendant

Person to be served (Name & Address):

JOSHUA GONZALEZ
3460 KINGSBORO ROAD NE
APT 201
ATLANTA, GA 30326

SUPERIOR COURT BERGEN COUNTY
FILED

AFFIDAVIT OF SERVICE

SEP 07 2011

(For Use by Private Service)

Attorney:

Patrick Papalia Esq.

Cost of Service pursuant to R. 4:4-3(c)

DEPUTY CLERK

\$

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT NOTICE, LAWYERS REFERRAL, DESIGNATION OF TRIAL COUNSEL, CERTIFICATION

Service Data:

Served Successfully X Not Served _____ Date: 5/10/2011 Time: 6:00 pm Attempts: _____

_____ Delivered a copy to him / her personally

Name of Person Served and relationship / title:

X Left a copy with a competent household member over 14 years of age residing therein

BRITNEY SMITH

ROOMMATE

_____ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc.

Description of Person Accepting Service:

Sex: F Age: 30+ Height: 5'4 Weight: 156 Skin Color: Tan Hair Color: Brown

Unserved:

- () Defendant is unknown at the address furnished by the attorney
() All reasonable inquiries suggest defendant moved to an undetermined address
() No such street in municipality
() No response on: _____ Date _____ Time _____
() Other: _____

Comments or Remarks:

Server Data:

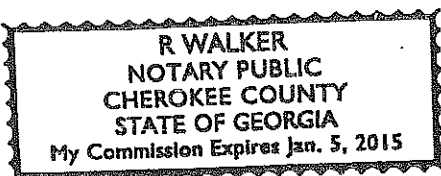
Subscribed and Sworn to before me on the 16th day of June, 2011 by the affiant who is personally known to me.

NOTARY PUBLIC

I, Berhane B. Tassaw, was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

6-16-11
Date



STATUS, L.L.C.

1509 Stuyvesant Avenue

Union, NJ 07083

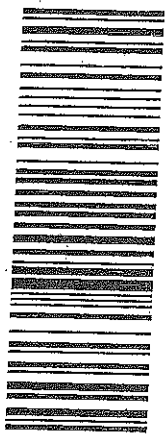
(908) 688-1414

Our Job Serial Number: STS-2011007255

Ref: 1293.10297

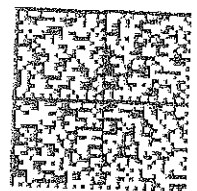
ARCHER & GREINER
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
21 MAIN STREET, SUITE 353
COURT PLAZA SOUTH, WEST WING
HACKENSACK, N.J. 07601-7095

CERTIFIED MAIL™



7011 0470 0000 2960 6337

1102 7 2 330



US POSTAGE
\$ 05.59
Mailed From 07601
10/11/2011
031A 0005180902

26-11-1
10/11
UNCLAIMED

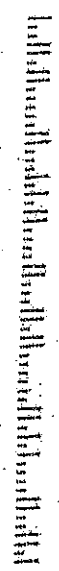
Hold Mail

Notice 11/10/11

11/23/11

1st NOTICE
2nd NOTICE 11/23/11
RETURNED 12/08/11

30326+3301





ARCHER & GREINER, P.C.
ATTORNEYS AT LAW

LEO J. HURLEY, JR.

21 MAIN STREET, SUITE 353
COURT PLAZA SOUTH, WEST WING
HACKENSACK, NJ 07601-7095
201-342-6000
FAX 201-342-6611

www.archerlaw.com

November 15, 2011

Email Address:
lhurley@archerlaw.com

Direct Dial:
(201) 498-8530

Civil Case Processing Section - Room 115
Bergen County Justice Center
10 Main Street
Hackensack, New Jersey 07601

Re: DATA Inc. v. Joshua Gonzalez
Docket No. BER-L-3180-11
Our Reference No.: 1293.10297

Dear Sir/Madam:

This office represents the Plaintiff, Data, Inc. in reference to the above-entitled matter. Enclosed for filing on behalf of the Plaintiff is an original and one (1) copy of a Notice of Motion to Request a Proof Hearing, returnable Friday, December 2, 2011; Certification of Leo J. Hurley, Jr., Esq., a proposed form of Order and a Proof of Mailing.

Kindly file the enclosed documents and return a "filed" copy in the self-addressed stamped envelope provided for your convenience. Kindly charge our Attorney Collateral Account No. 140660(2) for fees associated with filing of same. Please use our reference number: 1293.10297.

please do not hesitate to contact my office.

Very truly yours,

LEO J. HURLEY, JR.

ail and Certified Mail, RRR

U.S. Postal Service
CERTIFIED MAILTM RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)
For delivery information visit our website at www.usps.com

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Sent To Gonzalez
Street, Apt. No.;
or PO Box No. 3400 Kingsboro Pl
City, State, ZIP+4[®] Atlanta
PS Form 3800, August 2006
522674v1

PHILADELPHIA OFFICE
One Liberty Place - 32nd Floor
1650 Market Street
Philadelphia, PA 19103-7393
P 215-963-3300
F 215-963-9999

WILMINGTON OFFICE
300 Delaware Avenue
Suite 1370
Wilmington, DE 19801
P 302-777-4350
F 302-777-4352

GEORGETOWN
OFFICE
9 East Market Street
P.O. Box 977
Georgetown, DE 19947
P-302-858-5151
F-302-858-5161

NEW YORK OFFICE
2 Penn Plaza
Suite 1500
New York, NY 10121
P 212-292-4988
F 212-629-4568

Our Reference No. 1293.10297

Our Account No. 140660

ARCHER & GREINER, P.C.

Court Plaza South, West Wing

21 Main Street, Suite 353

Hackensack, New Jersey 07601

(201) 342-6000

Attorneys for Plaintiff

DATA INC.,

Plaintiff,

v.

JOSHUA GONZALEZ,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-003180-11

CIVIL ACTION

**NOTICE OF MOTION TO
REQUEST PROOF HEARING
PURSUANT TO R. 4:43-2(b)
and PROOF OF MAILING**

TO: Mr. Joshua Gonzalez, *Pro Se*
3460 Kingsboro Road NE
Apt. 201
Atlanta, GA 30326

SIR:

PLEASE TAKE NOTICE that on Friday, December 2, 2011 or as soon thereafter as counsel may be heard, the undersigned, attorneys for plaintiff will move before the Superior Court of New Jersey, Law Division, Bergen County Courthouse, 10 Main Street, Hackensack, New Jersey 07601 for an Order setting a date for a proof hearing pursuant to R. 4:43-2(b).

PLEASE TAKE FURTHER NOTICE that in support of said application, the plaintiff will rely upon the annexed Certification of Leo J. Hurley, Jr., Esq.

PLEASE TAKE FURTHER NOTICE that, pursuant to R. 1:6-2(d), the undersigned attorneys for the plaintiff, Data, Inc. hereby waives oral argument and consent to the disposition of this matter on the papers. A proposed form of Order granting the relief requested is also annexed hereto and herewith served upon you.

DISCOVERY END DATE: Not yet determined.

TRIAL DATE: Not yet determined.

ARCHER & GREINER, P.C.

Attorneys for Plaintiff

Data, Inc.

By: 

Leo J. Hurley, Jr.

Dated: November 15, 2011


PROOF OF MAILING

On November 16, 2011 the original and one copy of plaintiff's notice of motion to request a proof hearing was delivered to the Clerk's Office, Civil Case Processing, Bergen County Courthouse, 10 Main Street, Hackensack, New Jersey 07601, Via Hand Delivery;

A copy of the aforementioned motion was forwarded, Via Certified Mail, RRR and First Class Mail:

Mr. Joshua Gonzalez
3460 Kingsboro Road NE
Apt. 201
Atlanta, GA 30326
Pro Se Defendant

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


Regina Braunagel
ARCHER & GREINER, P.C.

Our Reference No. 1293.10297
Our Account No. 140660
ARCHER & GREINER, P.C.
Court Plaza South, West Wing
21 Main Street, Suite 353
Hackensack, New Jersey 07601
(201) 342-6000
Attorneys for Plaintiff

DATA INC.,

Plaintiff,

v.

JOSHUA GONZALEZ,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-003180-11

CIVIL ACTION

**CERTIFICATION OF
LEO J. HURLEY, JR., ESQ.**

LEO J. HURLEY, JR., an attorney-at-law, of the State of New Jersey, certifies as follows:

1. I am an associate with the firm of Archer & Greiner, P.C., attorneys for plaintiff Data, Inc. regarding the above matter and am fully familiar with the facts of this case. I make this Certification in support of the motion of the plaintiff seeking an Order to request a proof hearing pursuant to R. 4:43-2(b).

2. On or about April 7, 2011, the plaintiff filed a complaint against the defendant, Joshua Gonzalez.

3. On or about May 10, 2011, service of the Track Assignment Notice, Summons and Complaint was successfully effectuated upon the defendant, Joshua Gonzalez, 3460 Kingsboro Road NE, Apt. 201, Atlanta, GA 30326. See Affidavit of Service annexed hereto as **Exhibit A**.

4. On or about September 7, 2011, this office filed a Request to Enter Default and

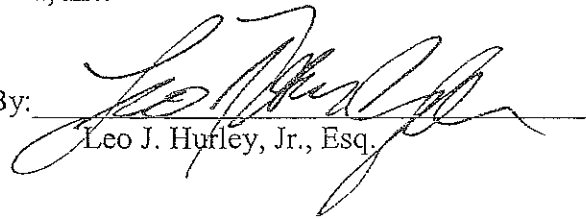
Certification for failure to answer the complaint.

6. On or about September 7, 2011, the Court entered default against the defendant. I annex hereto as **Exhibit B**, a true copy of the "Filed and Default Entered" dated September 7, 2011, and served on defendant on October 10, 2011. See **Exhibit C**.

7. Pursuant to R. 4:43-2(b), the plaintiff hereby requests the Court schedule a proof hearing relative to this action.

ARCHER & GREINER, P.C.
Attorneys for Plaintiff
Data, Inc.

By: _____


Leo J. Hurley, Jr., Esq.

Dated: November 15, 2011

EXHIBIT A

DATA INC

Plaintiff

vs.

JOSHUA GONZALEZ

Defendant

Superior Court Court of New Jersey
Law Division
Bergen County
Docket Number: BER-L-003180-11

Person to be served (Name & Address):

JOSHUA GONZALEZ
3460 KINGSBORO ROAD NE
APT 201
ATLANTA, GA 30326

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Attorney:
Patrick Papalia Esq.

Cost of Service pursuant to R. 4:4-3(c)

\$

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT NOTICE, LAWYER'S REFERRAL,
DESIGNATION OF TRIAL COUNSEL, CERTIFICATION
Service Data:

Served Successfully X Not Served _____ Date: 5/10/2011 Time: 6:00 pm Attempts: _____

_____ Delivered a copy to him / her personally

X Left a copy with a competent household member over 14 years of age residing therein

_____ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc.

Name of Person Served and relationship / title:

BRITNEY SMITH

ROOMATE

Description of Person Accepting Service:

Sex: F Age: 30+ Height: 5'4 Weight: 150 Skin Color: tan Hair Color: Brown

Unserved:

- () Defendant is unknown at the address furnished by the attorney
() All reasonable inquiries suggest defendant moved to an undetermined address
() No such street in municipality
() No response on: _____ Date _____ Time _____

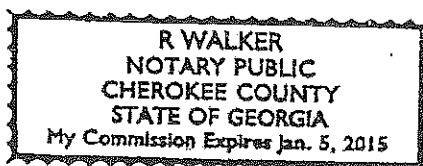
() Other: _____ Date _____ Time _____

Comments or Remarks:

Server Data:

Subscribed and Sworn to before me on the 16th day of June, 2011 by the affiant who is personally known to me.

NOTARY PUBLIC



I, Berhane BTassaw, was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature Berhane BTassaw Process Server

6-16-11
Date

STATUS, LLC
1509 Stuyvesant Avenue
Union, NJ 07083
(908) 688-1414
Our Job Serial Number: STS-2011007255
Ref: 1293.10297

EXHIBIT B

Office of the Superior Court Clerk
Filed and Default Entered

Our Reference No. 1293.10297

Our Account No. 140660

ARCHER & GREINER, P.C.

Court Plaza South, West Wing

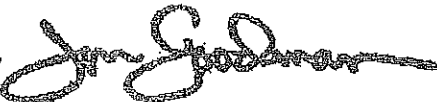
21 Main Street, Suite 353

Hackensack, New Jersey 07601

(201) 342-6000

Attorneys for Plaintiff

SEP 07 2011

by 
Deputy Clerk of the Superior Court

DATA INC.,

Plaintiff,

v.

JOSHUA GONZALEZ,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-003180-11

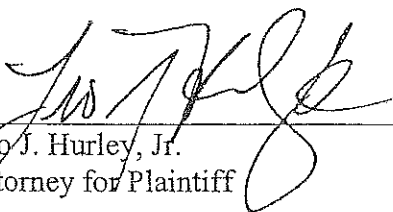
CIVIL ACTION

**REQUEST TO ENTER
DEFAULT & CERTIFICATION**

TO THE CLERK OF THE ABOVE NAMED COURT:

Civil Case Processing Section - Room 115
Bergen County Justice Center
10 Main Street
Hackensack, New Jersey 07601

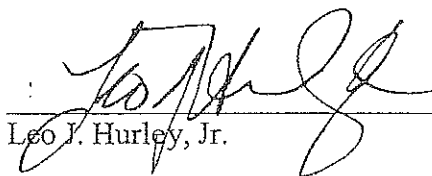
Please enter upon the docket the default of defendant Joshua Gonzalez in the above-entitled action for its failure to plead or otherwise defend as provided by the rules of civil practice or by an order of this Court, or because the answer of defendant Joshua Gonzalez has been stricken.


Leo J. Hurley, Jr.
Attorney for Plaintiff

CERTIFICATION

1. I am Leo J. Hurley, Jr., the attorney for plaintiff, in the above-entitled action.
2. The Summons, Track Assignment Notice and a copy of the Complaint in this action were served upon defendant Joshua Gonzalez on May 10, 2011 as appears from the return of process filed with the Court. For your reference, I have enclosed a copy of the Affidavit of Service which has been filed with the Court.
3. The time within which said defendant may answer or otherwise move as to the said Complaint has expired, has not been extended or enlarged, and no defendant named herein has answered or otherwise moved.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Leo J. Hurley, Jr.

Dated: September 7, 2011

vs.

JOSHUA GONZALEZ

Plaintiff

Defendant

Superior Court Court of New Jersey
Law Division
Bergen County
Docket Number: BER-L-003180-11

Person to be served (Name & Address):

JOSHUA GONZALEZ
3460 KINGSBORO ROAD NE
APT 201
ATLANTA, GA 30326

SUPERIOR COURT BERGEN COUNTY

FILED

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Attorney:

Patrick Papalia Esq.

Cost of Service pursuant to R. 4:4-3(c)

DEPUTY CLERK

\$

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT NOTICE, LAWYERS REFERRAL, DESIGNATION OF TRIAL COUNSEL, CERTIFICATION

Service Data:

Served Successfully X Not Served Date: 5/10/2011 Time: 6:00 pm Attempts:

Delivered a copy to him / her personally

Name of Person Served and relationship / title:

X Left a copy with a competent household member over 14 years of age residing therein

BRITNEY SMITH

ROOMATE

Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc.

Description of Person Accepting Service:

Sex: F Age: 30+ Height: 5'4 Weight: 150 Skin Color: Tan Hair Color: Brown

Unserved:

- () Defendant is unknown at the address furnished by the attorney
 () All reasonable inquiries suggest defendant moved to an undetermined address
 () No such street in municipality
 () No response on: _____ Date _____ Time _____
 _____ Date _____ Time _____
 () Other: _____

Comments or Remarks:

Server Data:

Subscribed and Sworn to before me on the 16th day
of June, 2011 by the affiant who is personally known
to me.

NOTARY PUBLIC

I, Berhane BTassaw, was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

6-16-11
Date

R WALKER
NOTARY PUBLIC
CHEROKEE COUNTY
STATE OF GEORGIA
Commission Expires Jan. 5, 2015

STATUS, L.L.C.
1509 Stuyvesant Avenue
Union, NJ 07083
(908) 688-1414
Our Job Serial Number: STS-2011007255
Ref: 1293.10297

EXHIBIT C



ARCHER & GREINER, P.C.
ATTORNEYS AT LAW

LEO J. HURLEY, JR.

21 MAIN STREET, SUITE 353
COURT PLAZA SOUTH, WEST WING
HACKENSACK, NJ 07601-7095
201-342-6000
FAX 201-342-6611

Email Address:
lhurley@archerlaw.com

Direct Dial:
(201) 498-8530

www.archerlaw.com

October 10, 2011

Mr. Joshua Gonzalez
3460 Kingsboro Road NE
Apt. 201
Atlanta, GA 30326

Re: DATA Inc. v. Joshua Gonzalez
Docket No. BER-L-3180-11
Our Reference No.: 1293.10297

Dear Mr. Gonzalez:

I enclose herewith a Request to Enter Default & Certification entered with the Court against you on September 7, 2011. Please be guided accordingly.

Very truly yours,

LEO J. HURLEY, JR.

ED MAIL, RRR

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$

Postmark
Here

Sent To	Gonzalez
Street, Apt. No., or PO Box No.	3460 Kingsboro Rd
City, State, ZIP+4	Atlanta, GA 30326

PS Form 3800, August 2006

See Reverse for Instructions

P 856-795-2121
F 856-795-0574

P 609-580-0051
F 609-580-0051

PHILADELPHIA OFFICE
One Liberty Place - 32nd Floor
1650 Market Street
Philadelphia, PA 19103-7393
P 215-963-3300
F 215-963-9999

WILMINGTON OFFICE
300 Delaware Avenue
Suite 1370
Wilmington, DE 19801
P 302-777-4350
F 302-777-4352

GEORGETOWN OFFICE
9 East Market Street
P.O. Box 977
Georgetown, DE 19947
P 302-858-5151
F 302-858-5161

NEW YORK OFFICE
2 Penn Plaza
Suite 1500
New York, NY 10121
P 212-292-4988
F 212-629-4568

Our Reference No. 1293.10297

Our Account No. 140660

ARCHER & GREINER, P.C.

Court Plaza South, West Wing

21 Main Street, Suite 353

Hackensack, New Jersey 07601

(201) 342-6000

Attorneys for Plaintiff

DATA INC.,

Plaintiff,

v.

JOSHUA GONZALEZ,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-003180-11

CIVIL ACTION

**ORDER SETTING DATE FOR
PROOF HEARING**

THIS MATTER having been opened to the Court by Archer & Greiner, P.C., (Leo J. Hurley, Jr., Esq., appearing), counsel for the plaintiff, Data, Inc. and on notice to defendant Joshua Gonzalez, *pro se*, for an application for an order setting a date for a proof hearing; and good cause showing;

IT IS on this ____ day of December 2011;

ORDERED that a proof hearing be and is hereby scheduled on the ____ day of _____ 2011 at _____ a.m./p.m. at the Superior Court of New Jersey, Law Division, Bergen County Courthouse, 10 Main Street, Hackensack, New Jersey 07601 - Room ____ pursuant to R. 4:43-2(b); and it is further

ORDERED that a copy of this Order shall be served upon all parties of record within seven (7) days of the date hereof.

J.S.C.

[] Opposed
[] Unopposed



ARCHER & GREINER, P.C.
ATTORNEYS AT LAW

LEO J. HURLEY, JR.

21 MAIN STREET, SUITE 353
COURT PLAZA SOUTH, WEST WING
HACKENSACK, NJ 07601-7095
201-342-6000
FAX 201-342-6611

Email Address:
lhurley@archerlaw.com

Direct Dial:
(201) 498-8530

www.archerlaw.com

October 10, 2011

Mr. Joshua Gonzalez
3460 Kingsboro Road NE
Apt. 201
Atlanta, GA 30326

Re: DATA Inc. v. Joshua Gonzalez
Docket No. BER-L-3180-11
Our Reference No.: 1293.10297

Dear Mr. Gonzalez:

I enclose herewith a Request to Enter Default & Certification entered with the Court against you on September 7, 2011. Please be guided accordingly.

Very truly yours,


LEO J. HURLEY, JR.

PP/rb
Enclosures
VIA FIRST CLASS MAIL and CERTIFIED MAIL, RRR

HADDONFIELD OFFICE
One Centennial Square
Haddonfield, NJ 08033-0968
P 856-795-2121
F 856-795-0574

PRINCETON OFFICE
700 Alexander Park
Suite 102
Princeton, NJ 08540
P 609-580-3700
F 609-580-0051

FLEMINGTON OFFICE
Plaza One
1 State Route 12, Suite 201
Flemington, NJ 08822-1722
P 908-788-9700
F 908-788-7854

PHILADELPHIA OFFICE
One Liberty Place - 32nd Floor
1650 Market Street
Philadelphia, PA 19103-7393
P 215-963-3300
F 215-963-9999

WILMINGTON OFFICE
300 Delaware Avenue
Suite 1370
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F 302-777-4352

GEORGETOWN OFFICE
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Georgetown, DE 19947
P-302-858-5151
F-302-858-5161

NEW YORK OFFICE
2 Penn Plaza
Suite 1500
New York, NY 10121
P 212-292-4988
F 212-629-4568

Office of the Superior Court Clerk
Filed and Default Entered

Our Reference No. 1293.10297

Our Account No. 140660

ARCHER & GREINER, P.C.

Court Plaza South, West Wing


21 Main Street, Suite 353

Hackensack, New Jersey 07601

(201) 342-6000

Attorneys for Plaintiff

SEP 07 2011

by 
Deputy Clerk of the Superior Court

DATA INC.,

Plaintiff,

v.

JOSHUA GONZALEZ,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-003180-11

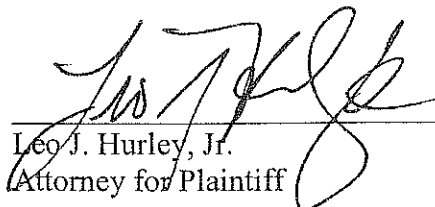
CIVIL ACTION

**REQUEST TO ENTER
DEFAULT & CERTIFICATION**

TO THE CLERK OF THE ABOVE NAMED COURT:

Civil Case Processing Section - Room 115
Bergen County Justice Center
10 Main Street
Hackensack, New Jersey 07601

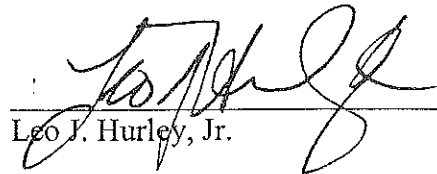
Please enter upon the docket the default of defendant Joshua Gonzalez in the above-entitled action for its failure to plead or otherwise defend as provided by the rules of civil practice or by an order of this Court, or because the answer of defendant Joshua Gonzalez has been stricken.


Leo J. Hurley, Jr.
Attorney for Plaintiff

CERTIFICATION

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2. The Summons, Track Assignment Notice and a copy of the Complaint in this action were served upon defendant Joshua Gonzalez on May 10, 2011 as appears from the return of process filed with the Court. For your reference, I have enclosed a copy of the Affidavit of Service which has been filed with the Court.
3. The time within which said defendant may answer or otherwise move as to the said Complaint has expired, has not been extended or enlarged, and no defendant named herein has answered or otherwise moved.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Leo J. Hurley, Jr.

Dated: September 7, 2011

DATA INC

Plaintiff

Superior Court Court of New Jersey

VS.

Law Division

JOSHUA GONZALEZ

Defendant

Bergen County

Docket Number: BER-L-003180-11

Person to be served (Name & Address):

JOSHUA GONZALEZ
3460 KINGSBORO ROAD NE
APT 201
ATLANTA, GA 30326

SUPERIOR COURT BERGEN COUNTY
FILED AFF

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Attorney:

Patrick Papalia Esq.

Cost of Service pursuant to R. 4:4-3(c)

DEPUTY CLERK

\$ _____

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT NOTICE, LAWYERS REFERRAL, DESIGNATION OF TRIAL COUNSEL, CERTIFICATION

Service Data:

Served Successfully X Not Served _____ Date: 5/10/2011 Time: 6:00 pm Attempts: _____

Delivered a copy to him / her personally

Name of Person Served and relationship / title:

X	Left a copy with a competent household member over 14 years of age residing therein
---	---

BRITNEY SMITH

ROOMATE

Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc.

Description of Person Accepting Service:

Sex: F Age: 30+ Height: 5'4 Weight: 156 Skin Color: Tan Hair Color: Brown

Unserved:

() Defendant is unknown at the address furnished by the attorney
() All reasonable inquiries suggest defendant moved to an undetermined address.
() No such street in municipality
() No response on: _____ Date _____ Time _____
_____ Date _____ Time _____
{ } Other: _____

Comments or Remarks:

Server Data:

Subscribed and Sworn to before me on the 16th day
of June, 2011 by the affiant who is personally known
to me.

NOTARY PUBLIC

I, Berhane B. Tassaw, was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

6-16-11
Date

STATUS, L.L.C.

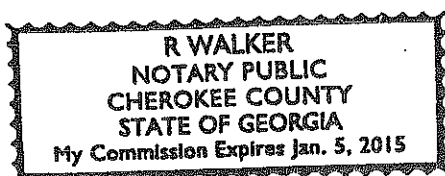
1509 Stuyvesant Avenue

Union, NJ 07083

(908) 688-1414

Our Job Serial Number: STS-2011007255

Ref: 1293.10297





ARCHER & GREINER, P.C.
ATTORNEYS AT LAW

LEO J. HURLEY, JR.

21 MAIN STREET, SUITE 353
COURT PLAZA SOUTH, WEST WING
HACKENSACK, NJ 07601-7095
201-342-6000
FAX 201-342-6611

Email Address:
lhurley@archerlaw.com

Direct Dial:
(201) 498-8530

www.archerlaw.com

November 15, 2011

Civil Case Processing Section - Room 115
Bergen County Justice Center
10 Main Street
Hackensack, New Jersey 07601

Re: DATA Inc. v. Joshua Gonzalez
Docket No. BER-L-3180-11
Our Reference No.: 1293.10297

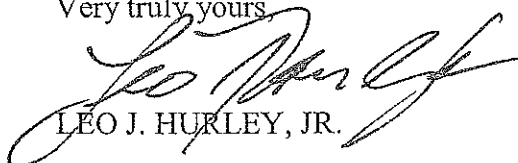
Dear Sir/Madam:

This office represents the Plaintiff, Data, Inc. in reference to the above-entitled matter. Enclosed for filing on behalf of the Plaintiff is an original and one (1) copy of a Notice of Motion to Request a Proof Hearing, returnable Friday, December 2, 2011; Certification of Leo J. Hurley, Jr., Esq., a proposed form of Order and a Proof of Mailing.

Kindly file the enclosed documents and return a "filed" copy in the self-addressed stamped envelope provided for your convenience. Kindly charge our Attorney Collateral Account No. 140660(2) for fees associated with filing of same. Please use our reference number: 1293.10297.

Should you have any questions, please do not hesitate to contact my office.

Very truly yours,



LEO J. HURLEY, JR.

LJH/rb

Enclosures

VIA HAND DELIVERY

cc: Joshua Gonzalez – Via First Class Mail and Certified Mail, RRR

HADDONFIELD OFFICE
One Centennial Square
Haddonfield, NJ 08033-0968
P 856-795-2121
F 856-795-0574

PRINCETON OFFICE
700 Alexander Park
Suite 102
Princeton, NJ 08540
P 609-580-3700
F 609-580-0051

FLEMINGTON OFFICE
Plaza One
1 State Route 12, Suite 201
Flemington, NJ 08822-1722
P 908-788-9700
F 908-788-7854

PHILADELPHIA OFFICE
One Liberty Place - 32nd Floor
1650 Market Street
Philadelphia, PA 19103-7393
P 215-963-3300
F 215-963-9999

WILMINGTON OFFICE
300 Delaware Avenue
Suite 1370
Wilmington, DE 19801
P 302-777-4350
F 302-777-4352

GEORGETOWN OFFICE
9 East Market Street
P.O. Box 977
Georgetown, DE 19947
P 302-858-5151
F 302-858-5161

NEW YORK OFFICE
2 Penn Plaza
Suite 1500
New York, NY 10121
P 212-292-4988
F 212-629-4568

Our Reference No. 1293.10297
Our Account No. 140660
ARCHER & GREINER, P.C.
Court Plaza South, West Wing
21 Main Street, Suite 353
Hackensack, New Jersey 07601
(201) 342-6000
Attorneys for Plaintiff

DATA INC.,

Plaintiff,

v.

JOSHUA GONZALEZ,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-003180-11

CIVIL ACTION

**NOTICE OF MOTION TO
REQUEST PROOF HEARING
PURSUANT TO R. 4:43-2(b)
and PROOF OF MAILING**

TO: Mr. Joshua Gonzalez, *Pro Se*
3460 Kingsboro Road NE
Apt. 201
Atlanta, GA 30326

SIR:

PLEASE TAKE NOTICE that on Friday, December 2, 2011 or as soon thereafter as counsel may be heard, the undersigned, attorneys for plaintiff will move before the Superior Court of New Jersey, Law Division, Bergen County Courthouse, 10 Main Street, Hackensack, New Jersey 07601 for an Order setting a date for a proof hearing pursuant to R. 4:43-2(b).

PLEASE TAKE FURTHER NOTICE that in support of said application, the plaintiff will rely upon the annexed Certification of Leo J. Hurley, Jr., Esq.

PLEASE TAKE FURTHER NOTICE that, pursuant to R. 1:6-2(d), the undersigned attorneys for the plaintiff, Data, Inc. hereby waives oral argument and consent to the disposition of this matter on the papers. A proposed form of Order granting the relief requested is also annexed hereto and herewith served upon you.

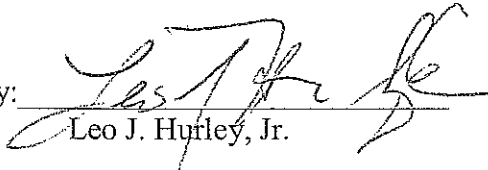
DISCOVERY END DATE: Not yet determined.

TRIAL DATE: Not yet determined.

ARCHER & GREINER, P.C.

Attorneys for Plaintiff

Data, Inc.

By: 
Leo J. Hurley, Jr.

Dated: November 15, 2011

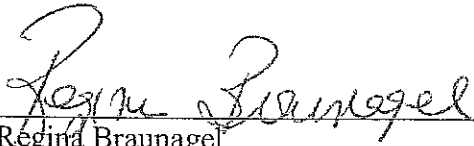
PROOF OF MAILING

On November 16, 2011 the original and one copy of plaintiff's notice of motion to request a proof hearing was delivered to the Clerk's Office, Civil Case Processing, Bergen County Courthouse, 10 Main Street, Hackensack, New Jersey 07601, Via Hand Delivery;

A copy of the aforementioned motion was forwarded, Via Certified Mail, RRR and First Class Mail:

Mr. Joshua Gonzalez
3460 Kingsboro Road NE
Apt. 201
Atlanta, GA 30326
Pro Se Defendant

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.


Regina Braunagel
ARCHER & GREINER, P.C.

Our Reference No. 1293.10297
Our Account No. 140660
ARCHER & GREINER, P.C.
Court Plaza South, West Wing
21 Main Street, Suite 353
Hackensack, New Jersey 07601
(201) 342-6000
Attorneys for Plaintiff

DATA INC.,

Plaintiff,

v.

JOSHUA GONZALEZ,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-003180-11

CIVIL ACTION

**CERTIFICATION OF
LEO J. HURLEY, JR., ESQ.**

LEO J. HURLEY, JR., an attorney-at-law, of the State of New Jersey, certifies as follows:

1. I am an associate with the firm of Archer & Greiner, P.C., attorneys for plaintiff Data, Inc. regarding the above matter and am fully familiar with the facts of this case. I make this Certification in support of the motion of the plaintiff seeking an Order to request a proof hearing pursuant to R. 4:43-2(b).

2. On or about April 7, 2011, the plaintiff filed a complaint against the defendant, Joshua Gonzalez.

3. On or about May 10, 2011, service of the Track Assignment Notice, Summons and Complaint was successfully effectuated upon the defendant, Joshua Gonzalez, 3460 Kingsboro Road NE, Apt. 201, Atlanta, GA 30326. See Affidavit of Service annexed hereto as **Exhibit A**.

4. On or about September 7, 2011, this office filed a Request to Enter Default and

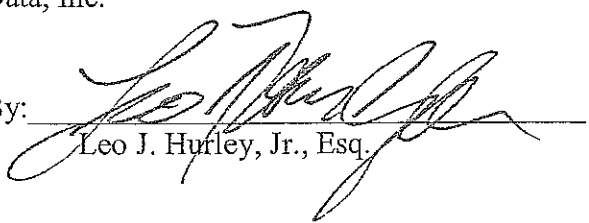
Certification for failure to answer the complaint.

6. On or about September 7, 2011, the Court entered default against the defendant. I annex hereto as **Exhibit B**, a true copy of the "Filed and Default Entered" dated September 7, 2011, and served on defendant on October 10, 2011. See **Exhibit C**.

7. Pursuant to R. 4:43-2(b), the plaintiff hereby requests the Court schedule a proof hearing relative to this action.

ARCHER & GREINER, P.C.
Attorneys for Plaintiff
Data, Inc.

By: _____


Leo J. Hurley, Jr., Esq.

Dated: November 15, 2011

EXHIBIT A

DATA INC

Plaintiff

vs.

JOSHUA GONZALEZ

Defendant

Superior Court Court of New Jersey
Law Division
Bergen County
Docket Number: BER-L-003180-11

Person to be served (Name & Address):
JOSHUA GONZALEZ
3460 KINGSBORO ROAD NE
APT 201
ATLANTA, GA 30326

AFFIDAVIT OF SERVICE

(For Use by Private Service)

Attorney:
Patrick Papalia Esq.

Cost of Service pursuant to R. 4:4-3(c)

\$ _____

Papers Served: SUMMONS AND COMPLAINT, CIS, TRACK ASSIGNMENT NOTICE, LAWYERS REFERRAL, DESIGNATION OF TRIAL COUNSEL, CERTIFICATION Service Data:

Served Successfully X Not Served _____ Date: 5/10/2011 Time: 6:00 pm Attempts: _____

_____ Delivered a copy to him / her personally

X _____ Left a copy with a competent household member over 14 years of age residing therein

_____ Left a copy with a person authorized to accept service, e.g. managing agent, registered agent, etc.

Name of Person Served and relationship / title:

BRITNEY SMITH

ROOMATE

Description of Person Accepting Service:

Sex: F Age: 30+ Height: 5'4 Weight: 150 Skin Color: tan Hair Color: Brown

Unserved:

- () Defendant is unknown at the address furnished by the attorney
- () All reasonable inquiries suggest defendant moved to an undetermined address
- () No such street in municipality
- () No response on: _____ Date _____ Time _____

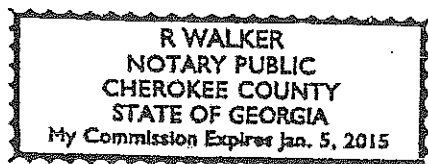
() Other: _____ Date _____ Time _____

Comments or Remarks:

Server Data:

Subscribed and Sworn to before me on the 16th day of June, 2011 by the affiant who is personally known to me.

NOTARY PUBLIC



I, Berhane BTASSAW, was at the time of service a competent adult not having a direct interest in the litigation. I declare under penalty of perjury that the foregoing is true and correct.

Signature of Process Server

6-16-11
Date

STATUS, L.L.C.
1509 Stuyvesant Avenue
Union, NJ 07083
(908) 688-1414
Our Job Serial Number: STS-2011007255
Ref: 1293.10297

EXHIBIT B

Office of the Superior Court Clerk
Filed and Default Entered

Our Reference No. 1293.10297

Our Account No. 140660

ARCHER & GREINER, P.C.

Court Plaza South, West Wing

21 Main Street, Suite 353

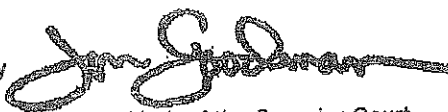
Hackensack, New Jersey 07601

(201) 342-6000

Attorneys for Plaintiff

SEP 07 2011

by



Deputy Clerk of the Superior Court

DATA INC.,

Plaintiff,

v.

JOSHUA GONZALEZ,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-003180-11

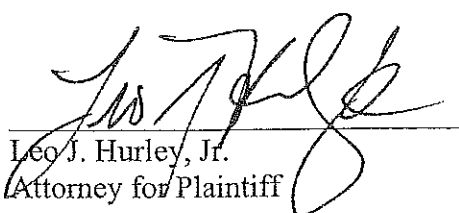
CIVIL ACTION

**REQUEST TO ENTER
DEFAULT & CERTIFICATION**

TO THE CLERK OF THE ABOVE NAMED COURT:

Civil Case Processing Section - Room 115
Bergen County Justice Center
10 Main Street
Hackensack, New Jersey 07601

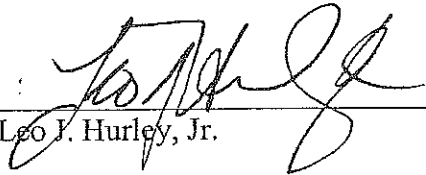
Please enter upon the docket the default of defendant Joshua Gonzalez in the above-entitled action for its failure to plead or otherwise defend as provided by the rules of civil practice or by an order of this Court, or because the answer of defendant Joshua Gonzalez has been stricken.


Leo J. Hurley, Jr.
Attorney for Plaintiff

CERTIFICATION

1. I am Leo J. Hurley, Jr., the attorney for plaintiff, in the above-entitled action.
2. The Summons, Track Assignment Notice and a copy of the Complaint in this action were served upon defendant Joshua Gonzalez on May 10, 2011 as appears from the return of process filed with the Court. For your reference, I have enclosed a copy of the Affidavit of Service which has been filed with the Court.
3. The time within which said defendant may answer or otherwise move as to the said Complaint has expired, has not been extended or enlarged, and no defendant named herein has answered or otherwise moved.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.



Leo J. Hurley, Jr.

Dated: September 7, 2011

EXHIBIT C



ARCHER & GREINER, P.C.
ATTORNEYS AT LAW

LEO J. HURLEY, JR.

21 MAIN STREET, SUITE 353
COURT PLAZA SOUTH, WEST WING
HACKENSACK, NJ 07601-7095
201-342-6000
FAX 201-342-6611

Email Address:
lhurley@archerlaw.com

Direct Dial:
(201) 498-8530

www.archerlaw.com

October 10, 2011

Mr. Joshua Gonzalez
3460 Kingsboro Road NE
Apt. 201
Atlanta, GA 30326

Re: DATA Inc. v. Joshua Gonzalez
Docket No. BER-L-3180-11
Our Reference No.: 1293.10297

Dear Mr. Gonzalez:

I enclose herewith a Request to Enter Default & Certification entered with the Court against you on September 7, 2011. Please be guided accordingly.

Very truly yours,


LEO J. HURLEY, JR.

PP/tb

Enclosures

VIA FIRST CLASS MAIL and CERTIFIED MAIL, RRR

HADDONFIELD OFFICE
One Centennial Square
Haddonfield, NJ 08033-0968
P 856-795-2121
F 856-795-0574

PRINCETON OFFICE
700 Alexander Park
Suite 102
Princeton, NJ 08540
P 609-580-3700
F 609-580-0051

FLEMINGTON OFFICE
Plaza One
1 State Route 12, Suite 201
Flemington, NJ 08822-1722
P 908-788-9700
F 908-788-7854

PHILADELPHIA OFFICE
One Liberty Place - 32nd Floor
1650 Market Street
Philadelphia, PA 19103-7393
P 215-963-3300
F 215-963-9999

WILMINGTON OFFICE
300 Delaware Avenue
Suite 1370
Wilmington, DE 19801
P 302-777-4350
F 302-777-4352

GEORGETOWN
OFFICE
9 East Market Street
P.O. Box 977
Georgetown, DE 19947
P 302-858-5151
F 302-858-5161

NEW YORK OFFICE
2 Penn Plaza
Suite 1500
New York, NY 10121
P 212-292-4988
F 212-629-4568

Our Reference No. 1293.10297
Our Account No. 140660
ARCHER & GREINER, P.C.
Court Plaza South, West Wing
21 Main Street, Suite 353
Hackensack, New Jersey 07601
(201) 342-6000
Attorneys for Plaintiff

DATA INC.,

Plaintiff,

v.

JOSHUA GONZALEZ,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-003180-11

CIVIL ACTION

**ORDER SETTING DATE FOR
PROOF HEARING**

THIS MATTER having been opened to the Court by Archer & Greiner, P.C., (Leo J. Hurley, Jr., Esq., appearing), counsel for the plaintiff, Data, Inc. and on notice to defendant Joshua Gonzalez, *pro se*, for an application for an order setting a date for a proof hearing; and good cause showing;

IT IS on this ____ day of December 2011;

ORDERED that a proof hearing be and is hereby scheduled on the ____ day of _____ 2011 at _____ a.m./p.m. at the Superior Court of New Jersey, Law Division, Bergen County Courthouse, 10 Main Street, Hackensack, New Jersey 07601- Room ____ pursuant to R. 4:43-2(b); and it is further

ORDERED that a copy of this Order shall be served upon all parties of record within seven (7) days of the date hereof.

J.S.C.

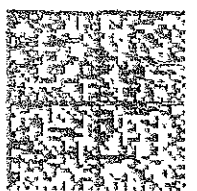
[] Opposed
[] Unopposed

Mo PC

7011 0470 0000 2960 6429



FIRST CLASS MAIL



USPS
\$ 06
Mailed From 07601
11/16/2011
031A 0005180902

ARCHER & GREINER
A PROFESSIONAL CORPORATION
COUNSELLORS AT LAW
21 MAIN STREET, SUITE 353
COURT PLAZA SOUTH-WEST WING
HACKENSACK, NEW JERSEY 07601-7095

TO:

UNCLAIMED

DEC 21 2011

INVOICE
DATE PAID 11/29/11
RECEIVED 12/29/11

L/ro
11/23/11
Clem



ARCHER & GREINER, P.C.
ATTORNEYS AT LAW

LEO J. HURLEY, JR.

21 MAIN STREET, SUITE 353
COURT PLAZA SOUTH, WEST WING
HACKENSACK, NJ 07601-7095
201-342-6000
FAX 201-342-6611

www.archerlaw.com

December 9, 2011

Email Address:
lhurley@archerlaw.com

Direct Dial:
(201) 498-8530

Mr. Joshua Gonzalez
3460 Kingsboro Road NE
Apt. 201
Atlanta, GA 30326

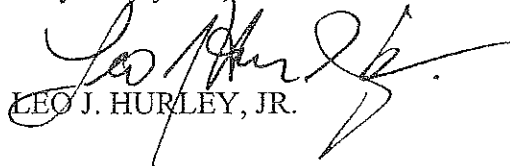
Re: DATA Inc. v. Joshua Gonzalez
Docket No. BER-L-3180-11
Our Reference No.: 1293.10297

Dear Mr. Gonzalez:

I enclose herewith an Order scheduling a proof hearing for January 4, 2012 at 8:30 a.m. at the Bergen County Courthouse, 10 Main Street, Hackensack, New Jersey, Room 323 with reference to the above captioned matter.

Please be guided accordingly.

Very truly yours,


LEO J. HURLEY, JR.

LJH/rb

Enclosures

VIA FIRST CLASS MAIL and CERTIFIED MAIL, RRR

HADDONFIELD OFFICE
One Centennial Square
Haddonfield, NJ 08033-0968
P 856-795-2121
F 856-795-0574

PRINCETON OFFICE
700 Alexander Park
Suite 102
Princeton, NJ 08540
P 609-580-3700
F 609-580-0051

FLEMINGTON OFFICE
Plaza One
1 State Route 12, Suite 201
Flemington, NJ 08822-1722
P 908-788-9700
F 908-788-7854

PHILADELPHIA OFFICE
One Liberty Place - 32nd Floor
1650 Market Street
Philadelphia, PA 19103-7393
P 215-963-3300
F 215-963-9999

WILMINGTON OFFICE
300 Delaware Avenue
Suite 1370
Wilmington, DE 19801
P 302-777-4350
F 302-777-4352

GEORGETOWN OFFICE
9 East Market Street
P.O. Box 977
Georgetown, DE 19947
P-302-858-5151
F-302-858-5161

NEW YORK OFFICE
2 Penn Plaza
Suite 1500
New York, NY 10121
P 212-292-4988
F 212-629-4568

Our Reference No. 1293.10297
Our Account No. 140660
ARCHER & GREINER, P.C.
Court Plaza South, West Wing
21 Main Street, Suite 353
Hackensack, New Jersey 07601
(201) 342-6000
Attorneys for Plaintiff

FILED

DEC 06 2011

ALEXANDER H. CARVER III, J.S.C.

DATA INC.,

Plaintiff,

v.

JOSHUA GONZALEZ,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY
DOCKET NO. BER-L-003180-11

CIVIL ACTION

**ORDER SETTING DATE FOR
PROOF HEARING**

THIS MATTER having been opened to the Court by Archer & Greiner, P.C., (Leo J. Hurley, Jr., Esq., appearing), counsel for the plaintiff, Data, Inc. and on notice to defendant Joshua Gonzalez, *pro se*, for an application for an order setting a date for a proof hearing; and good cause showing;

IT IS on this 2nd day of December 2011;

ORDERED that a proof hearing be and is hereby scheduled on the 4th day of January 2012 at 8:30 (a.m.) at the Superior Court of New Jersey, Law Division, Bergen County Courthouse, 10 Main Street, Hackensack, New Jersey 07601- Room 323 pursuant to R. 4:43-2(b); and it is further

ORDERED that a copy of this Order shall be served upon all parties of record within seven (7) days of the date hereof.

☐ Opposed
☒ Unopposed


ALEXANDER H. CARVER III, J.S.C. J.S.C.

AFFIDAVIT OF SERVICE

Letter Advising Of January 4, 2011 Judgment Hearing Date At 8:30 am Order and Notice Of Motion To Request Proof Hearing Pursuant To R. 4:43-2(b) and proof Of Mailing, Certification Of Counsel and Exhibits

Case Number: BER-L-003180-11

Plaintiff:
DATA INC

vs.

Defendant:
JOSHUA GONZALEZ

For:
Patrick Papalia Esq.

Received by Status, LLC to be served on JOSHUA GONZALEZ, 3460 KINGSBORO ROAD NE, APT 201, ATLANTA, GA 30326.

I, Lisa Norris, being duly sworn, depose and say that on the 23rd day of December, 2011 at 4:52 pm, I:

INDIVIDUALLY/PERSONALLY served by delivering a true copy of the Letter Advising Of January 4, 2011 Judgment Hearing Date At 8:30 am Order and Notice Of Motion To Request Proof Hearing Pursuant To R. 4:43-2(b) and proof Of Mailing, Certification Of Counsel and Exhibits with the date and hour of service endorsed thereon by me, to: JOSHUA GONZALEZ at the address of: 3460 KINGSBORO ROAD NE, APT 201, ATLANTA, GA 30326, and informed said person of the contents therein, in compliance with state statutes.

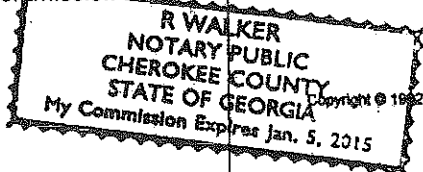
Description of Person Served: Age: 28, Sex: M, Race/Skin Color: Tan/Hispanic, Height: 6", Weight: 160, Hair: Brown, Glasses: N

I certify that I am over the age of 18, have no interest in the above action, and am a Certified Process Server, in good standing, in the judicial circuit in which the process was served, I swear under penalty of perjury that the following is true and accurate.

Subscribed and sworn to before me this 29 day of December, 2011 by the affiant who proved to me on the basis of satisfactory evidence to be the person who appeared before me.

NOTARY PUBLIC

My commission expires

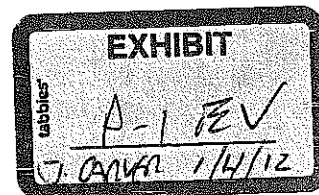


Lisa Norris
Process Server

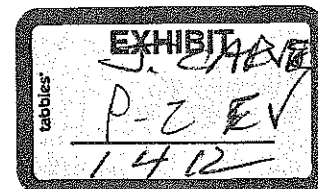
Status, LLC
1509 Stuyvesant Avenue
Union, NJ 07083
(908) 688-1414

Our Job Serial Number: STS-2011013725
Ref: 1293.10297

Copyright © 1992-2011 Database Services, Inc. - Process Server's Toolbox V6.4f



Mr. Joshua Gonzalez
2398 Tina Dr.
Tallahassee, FL - 32301



THIS Agreement ("this Agreement"), dated March 1, 2011, is made by and between DATA, ("DATA"), of 72 Summit Ave, Montvale, NJ - 07645 and Mr. Joshua Gonzalez, ("Joshua"), of 2398 Tina Dr., Tallahassee, FL - 32301.

DATA is engaged in the business of Software Development and Software Consulting.

- (A) DATA desires to have the services of [Joshua].
- (B) [Joshua] is willing to provide services to DATA.

Therefore, the parties agree as follows:

1. **SERVICES:**

You shall, in accordance with the provisions hereof and such supplement (in the form of Exhibit A attached hereto and hereinafter called "Supplement") to this Agreement, perform for various clients of DATA, as specified by DATA, consulting services, systems analysis and design services and/or programming services as may be determined. The Supplement shall specify (i) the period of time during which such services will be performed for the Client of DATA, and (ii) the rate per hour which DATA shall be obligated to pay for the services performed by you. Our respective obligations under this Agreement with respect to the Supplement shall become effective upon the execution and delivery by you and DATA of such supplement.

2. **COMPENSATION FOR SERVICES:**

As compensation for services to be provided by you under this Agreement, DATA will pay you at a gross hourly rate as specified in Exhibit A. Payment will be computed at the gross hourly rate, semi-monthly, on the basis of total billable hours worked during a fortnight, which will be substantiated by client-authorized time sheets and any additional written authorization from DATA's client, in case of overtime hours that are billable. You shall complete time sheets in accordance with the sample attached as Exhibit B or in a form directed by DATA, at the request of DATA's client. All time sheets must be signed by an authorized client representative and submitted weekly to DATA. No payments will be made to you without client-authorized time sheets. For the first pay cycle worked, you will be paid on the subsequent cycle, after time sheets are authorized. Each pay cycle worked will be paid on the subsequent cycle after time sheets are authorized. DATA shall be responsible for the payment of all applicable Federal, State and local income and other taxes, worker's compensations, and all such additional legal requirements of like nature applicable to you. It is expressly understood that you will not be entitled to any company benefits including medical and/or dental insurance coverage or benefits, life insurance coverage or benefits, tuition reimbursement, savings and investment plan benefits, bonuses, pension plan, paid vacations, separation pay or personal/sick days or any other employee benefit of any type or description offered by the company. Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that you shall be entitled to payments for periods or partial periods that occurred prior to the date of termination and for which you have not yet been paid.

No travel, living, training, entertainment or other costs will be paid, advanced or reimbursed to you unless authorized and paid by the Client. DATA will provide no training, tools, equipment or other materials to you. You agree that you will not reach any other agreement with Client or any other party that would permit you to be: (1) paid for any time spent at formal training, (2) reimbursed for the costs of such formal training, (3) provided with such formal training by DATA, the Client or anyone on behalf of DATA or the Client.

3. **PROGRESS AND STATUS REVIEW:**

DATA will monitor your progress by conducting periodic progress reviews. The reviews will cover the activities accomplished during the previous period, the activities planned for the coming period, and special problems that have occurred or are anticipated. Client will determine the timing and frequency of such reviews.

4. **WORK POLICY:**

- 4.1 You shall observe the working hours, working rules and holiday schedules of the client while working on the client's premises. The overall responsibility for the technical direction of the Agreement lies with the DATA's Project Manager or your appointed designee and such direction shall adhere to the provisions of this Agreement. You will comply with the client's security regulations particular to each location. When deemed appropriate by client, you will be issued visitor identification cards. Such cards will be surrendered by you upon demand by the client. Client will provide working space and clerical help necessary for you to perform your assignments.
- 4.2 You shall furnish the designated Project Manager periodic written reports relating to such performance at such intervals, in such form and covering such matters as the Project Manager may determine.
- 4.3 You represent that you shall not make any contracts or commitments for or on behalf of DATA or use the name of any of DATA's clients or that of DATA, nor any adaptation or variation of such names in any way whatsoever, including but not limited to advertising, promotion or sales literature, in connection with your activities under this Agreement without first obtaining the express written consent of DATA.

5. **NON-COMPETITION:**

During the term of this Agreement, and for twelve months subsequent thereto, you shall not, without DATA's prior written approval, solicit for employment, nor employ, directly or indirectly, as employees or sub-contractors, any of DATA's or client's employees or sub-contractors. During the term of this Agreement and for twelve months thereafter, you shall not, without DATA's prior written approval, solicit for business or employment, nor contract, directly or indirectly, with any of DATA's clients (introduced to you). Pursuant to this section, you agree that you will be in violation of this Agreement if you solicit any client of DATA directly in your own name or for the benefit of a third party that is engaged in such business. The restrictions contained in the preceding sentences shall also be applicable to said employees, sub-contractors and clients whose contractual obligations by DATA or its client, as the case may be, shall have terminated for whatever reason, and in such case, it shall be applicable for a period of twelve months commencing on the date which such contractual obligation shall have terminated.

6. **CONFIDENTIALITY:**

You will treat as confidential (i) the terms of this Agreement including but not limited to the professional relationship between DATA and you, (ii) all information and data, of whatsoever nature, relating to DATA and its customers, including but not limited to, DATA or client operations, policies, procedures, techniques, accounts and personnel, or used by DATA in carrying on its business and (iii) all information and data which are proprietary to a third party and which DATA is obligated to treat as confidential, obtained by you, or disclosed to you in connection with your performance and obligations under this Agreement. You shall not disclose any such information or data to any third party without the prior written consent of DATA. The confidentiality provisions of this Agreement shall remain in full force and effect for ONE YEAR after the termination of your services for any reason whatsoever.

7. **RIGHTS IN WORK:**

All computer programs, data, specifications, technical description for products or services, user guides, illustrations, documentation, forms and all other technical information prepared by you in connection with performance of your services hereunder and utilizing DATA's facilities shall become the sole property of DATA and/or client and title to all material and documentation, including, but not limited to, systems specifications, furnished by DATA to you, shall remain in DATA, and whenever such material and documentation is delivered by DATA into your possession, you shall return the same to DATA forthwith at DATA's request.

8. **SUPREMACY OF THIS AGREEMENT:**

The provisions, terms and conditions of this Agreement and Exhibits hereto represent the entire Agreement of the parties with regard to the subject matter of this Agreement and supercede any prior written agreement or understanding not incorporated herein. In the event that inconsistencies exist between this Agreement and any prior written agreements or understandings, the terms of this Agreement shall prevail.

9. **STATUTE OF LIMITATIONS:**

Neither you nor DATA may commence an action under this Agreement more than two (2) years after the expiration of its term, or, in the event of default, more than two (2) years after the occurrence of said default, or in the event such default is not discoverable by the injured party when it has occurred, more than two (2) years after such default could, in the exercise of due diligence, have been discovered by such party.

10. **TERMINATION:**

10.1 **Termination by DATA or Yourself**

Except where the provisions of section 10.2 below would otherwise apply, either party shall have the right, at any time with reasonable cause, to terminate your services under this Agreement upon fourteen (14) calendar days written notice to the other party. It is expressly understood that such notice shall be sent via certified or registered mail, fax or email transmission and in the event of termination for cause, such notice shall detail the specific acts which allegedly constitute the "reasonable cause" enabling such party to terminate this Agreement. The other party shall then have five (5) business days in which to cure such alleged breach, in which case this Agreement may not be terminated.

10.2 **Termination by Client**

Notwithstanding any other provision in this Agreement to the contrary, it is expressly understood that in the event that Client, for any reason, is dissatisfied with your performance, then upon advice from its Client, DATA shall be free to terminate your services with or without notice and secure a replacement. Notwithstanding the foregoing, it is also expressly understood that in the event DATA's Client elects to terminate its project or your services for any reason whatsoever, without providing sufficient advance notice to DATA, then in such event, DATA will render its best efforts to provide you with as much advance notice of termination as is practicable.

10.3 **Termination Costs**

In the event your termination of this Agreement is not in accordance with section 10.1, or in the event DATA terminates this Agreement for cause or malfeasance, you shall be responsible for all costs incurred by DATA in securing a replacement acceptable to the Client, including, but not limited to, attorney's fees, recruitment/search fees, concessions or credits made to the Client's account based on loss of productivity, and any and all additional payments made by DATA to the replacement of his or her employer in excess of that which would have ultimately been paid by DATA to you had this Agreement not been so terminated.

11. **RETURN OF RECORDS:**

Upon termination of this Agreement, you shall deliver all property (including keys, records, notes, data, memorandum, models, and equipment) that is in your possession or under your control which is DATA's property or related to DATA's business.

12. **LIABILITY:**

You shall not be responsible for, and DATA assumes and shall indemnify you against and shall hold you

harmless, from claims, loss or damage arising out of any alleged inadequacy, malfunction or other defect in the result of this effort except to the extent such loss or damage is caused by your negligence. The liability of such negligence shall be limited to general money damages not to exceed price paid by DATA to you. You agree to hold DATA harmless from responsibility for bodily injury and property damage liability or loss, which may arise or grow out of your performance under this Agreement unless DATA is determined negligent.

13. EMPLOYEE REPRESENTATIONS:

You represent and warrant to DATA that you are able to enter into this Agreement without breach of any other agreement to which you are a party and without violation of the rights of any third party, including, but not limited to, the rights of any third party to obtain the benefits of covenants not to compete and covenants to maintain confidentiality of any proprietary information. You shall indemnify, defend and hold harmless DATA from and against any and all costs, liabilities and claims that may incur by reason of a breach of the foregoing representations.

14. BACKGROUND CHECKS:

Prior to commencement of employment, or shortly after commencement of employment, you acknowledge that you will be required to sign a "Release of Information Authorization" statement permitting DATA to perform the following procedures:

1. Criminal background check
2. Financial profile check
3. Employment reference checks

In doing so, you acknowledge that all the statements and answers set forth on the employment application form and/or resume are true and complete to the best of your knowledge and you understand that if subsequent to employment, any such statement and/or answers are found false or that information has been omitted, such false statements or omissions will be just cause for termination of your employment. Furthermore, you acknowledge and agree that your employment shall be contingent upon successful completion of all background checks identified above. Any Background failure identified prior to commencement of employment or during the term of employment shall be just cause for termination of your employment.

15. COMMENCEMENT OF WORK:

For all purposes, the "effective date of joining" will be considered to be the day you join work either at the principal office of DATA in Montvale, New Jersey or at the desired location of DATA's client.

16. GENERAL:

16.1 This Agreement shall be governed by the laws of the State of New Jersey.

16.2 You warrant that no law, regulations or ordinance of the United States, or any state or governmental authority or agency has been violated, including the Fair Labor Standards Act, as amended, in the performance of work pursuant to this Agreement and agrees to indemnify and hold DATA harmless. You shall, at your own expense, comply with all other laws, rules and regulations, and assume all liabilities or obligations imposed by such laws, rules and regulations with respect to your performance hereunder.

16.3 There are no understandings, agreements or representations, expressed or implied, with respect to the subject matter hereof not specified herein. This Agreement shall not be deemed or construed to be modified, amended, rescinded, cancelled or waived in whole or in part, except by a writing executed by you and by DATA.

- 16.4 No remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other remedy and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either you or DATA shall not constitute a waiver of the right to pursue other available remedies.
- 16.5 In the event that DATA Inc. brings legal action to enforce any provision of this Agreement or portion thereof, or must defend any suit brought by you, DATA Inc., if the prevailing party, shall be entitled to receive reimbursement from you for all reasonable attorney's fees and all other reasonable costs incurred in commencing or defending such suit.
- 16.6 Both parties have full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each has been properly authorized and empowered to enter into this Agreement. EACH PARTY FURTHER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY IT.

AGREED TO AND ACCEPTED BY:

(DATA)

(Joshua Gonzalez)

EXHIBIT A

Mr. Joshua Gonzalez
2398 Tina Dr.
Tallahassee, FL - 32301

RE: Supplement to Agreement dated March 1, 2011

Dear Joshua

This letter supplements the Agreement (the "Agreement") dated March 1, 2011 between you and us, pursuant to which you agreed to furnish us with your services, subject to the terms and conditions set forth therein.

By your acceptance hereof, you agree to so furnish us with your services at DATA's client as follows:

Service Dates with DATA	: <u>March 1, 2011</u> to actual completion of Project or as may be earlier terminated by either party pursuant to Section 10 of this Agreement. (Initial Project duration estimated to be <u>12 months</u> with the possibility of extension)
Initially Assigned Tasks	: Project for <u>UPS, Atlanta, GA</u>
Anticipated Assignment Start Date	: <u>March 7, 2011 or March 14, 2011</u> (Contingent on background)
Gross Rate of Pay	: <u>\$40 per hour</u> (based on a minimum 8-hour workday)
Overtime Rate of Pay	: Per Policy of Client
Notice of termination with DATA	: 14 calendar days

Please indicate your acceptance of the following by signing, dating and returning to the undersigned the enclosed copy of this letter, whereupon this supplement will become a binding agreement between us.

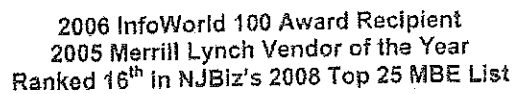
Very truly yours,

By: Hea

(DATA)

AGREED TO AND ACCEPTED BY: J. Gonzalez

3-1-11
Date:



Mr. Joshua Gonzalez
2398 Tina Dr.
Tallahassee, FL - 32301

Dear Joshua

By your acceptance hereof, you agree to so furnish us with your services at DATA's client as follows:

Service Dates with DATA : March 1, 2011 to actual completion of Project or as
may be earlier terminated by either party pursuant
to Section 10 of this Agreement.
(Initial Project duration estimated to
be 12 months with the possibility of
extension)

Initially Assigned Tasks : Project for UPS, Atlanta, GA

Anticipated Assignment Start Date : March 8, 2011

Gross Rate of Pay : \$45 per hour (based on a minimum 8-hour
workday)

Overtime Rate of Pay : Per Policy of Client

Notice of termination with DATA : 14 calendar days

Please indicate your acceptance of the following by signing, dating and returning to the undersigned the enclosed copy of this letter, whereupon this supplement will become a binding agreement between us.

Very truly yours,

By:

(DATA)

AGREED TO AND ACCEPTED BY:

Date: _____

EXHIBIT B

(Timesheet Separately attached. Where applicable please use automated time recording system of Client.)

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION - CIVIL PART
BERGEN COUNTY
DOCKET NO.: BER-L-3180-11
A.D.# _____

DATA, INC.,)
)
Plaintiff(s),) TRANSCRIPT
) OF
vs.) HEARING
)
JOSHUA GONZALEZ,)
)
Defendant(s).)

Place: Bergen County Justice Ctr.
10 Main Street
Hackensack, NJ 07601

Date: January 4, 2012

BEFORE:

THE HONORABLE ALEXANDER H. CARVER, III, J.S.C.

TRANSCRIPT ORDERED BY:

LEO J. HURLEY, JR., ESQ. (Archer & Greiner, P.C.)

APPEARANCES:

LEO J. HURLEY, JR., ESQ. (Archer & Greiner, P.C.)
Attorney for the Plaintiff

Yvonne M. Casiano, #548
King Transcription Services
901 Rte. 23 South
Center Suite 3
Pompton Plains, NJ 07444
Rec/Operators:

I N D E X

<u>WITNESSES</u>	<u>DIRECT</u>	<u>CROSS</u>	<u>REDIRECT</u>	<u>RECROSS</u>
<u>FOR THE PLAINTIFF</u>				
JENNIFER D'SILVA	6			

<u>EXHIBITS</u>	<u>IDENTIFICATION</u>	<u>EVIDENCE</u>
P-1, Affidavit of Service	3	5
P-2, Master Services Agreement	5	9

<u>DECISION</u>	<u>PAGE</u>
By - The Court	14

1 MR. HURLEY: I've marked it as P-1, just in
2 an overabundance of caution.

3 THE COURT: All right. Let's mark it and
4 hand it over to Mr. Thurman, please.

5 MR. HURLEY: It's an Affidavit of Service.
6 The defendant --

7 THE COURT: I was going to ask you about
8 that.

9 MR. HURLEY: It's --

10 THE COURT: We're on the record. Let me just
11 do this. It's L-3180-11, Data, Inc. v. Joshua
12 Gonzalez. Enter your appearance, please.

13 MR. HURLEY: Leo Hurley, Archer & Greiner,
14 Hackensack, on behalf of Plaintiff Data, Inc.

15 THE COURT: No relation to Bobby or Danny?

16 MR. HURLEY: Old friends, no relation.

17 THE COURT: Okay, good.

18 And, young lady, raise your right hand,
19 please.

20 J E N N I F E R D ' S I L V A, PLAINTIFF'S WITNESS,
21 SWORN

22 THE COURT: State your name, spell your last
23 name, please.

24 THE WITNESS: Jennifer D'Silva, D,
25 apostrophe, S-I-L-V-A.

1 THE COURT: All right. Thank you very much.
2 Have a seat.

3 Okay. P-1 is what?

4 MR. HURLEY: Judge, in an overabundance of
5 caution, on the 23rd we had Mr. Gonzalez, the
6 defendant, personally served by a process server in
7 Atlanta. That is a copy of the Affidavit of Service
8 from that personal service advising him of this
9 hearing, of this date.

10 THE COURT: All right. Let me take a look at
11 it. Okay. P-1, an Affidavit of Service indicating, as
12 Mr. Hurley just placed on the record. And do you know
13 -- Ms. D'Silva, do you know Mr. Gonzalez?

14 MS. D'SILVA: Yes, I do.

15 THE COURT: Okay. What's he look like?

16 MS. D'SILVA: I've never met him.

17 THE COURT: Oh. Has anybody in the courtroom
18 ever met Mr. Gonzalez?

19 MS. D'SILVA: No.

20 MR. HURLEY: No, sir.

21 THE COURT: Okay. So physical description
22 doesn't help us. Okay. Well, on its face it appears
23 that Lisa Norris, who's a process server, served one,
24 Joshua Gonzalez, at an address in Atlanta on the 29th
25 day of December, 2000 -- well, actually the 23rd day,

1 and then that affidavit was taken by a notary public in
2 Cherokee County, Georgia. Where's that?

3 UNIDENTIFIED SPEAKER: South Atlanta.

4 THE COURT: South Atlanta. I happen to have
5 an expert on Atlanta in the courtroom. So I'll mark P-
6 1 in evidence and we'll make a copy of that and put it
7 in the file.

8 MR. HURLEY: Judge, I'll also just note for
9 purposes of the record that prior to the personal
10 service Mr. Gonzalez was -- service was made by first
11 class mail and certified mail return receipt upon
12 receipt of the Court's order pursuant to the Court's
13 dictates in that order setting this hearing date.

14 THE COURT: Okay. Okay, proceed.

15 MR. HURLEY: Thank you, Judge.

16 THE COURT: Do you have anything else you
17 want to mark?

18 MR. HURLEY: I have one other item that's
19 been marked in advance, it's marked P-2.

20 THE COURT: Hand it to Mr. Thurman, please.

21 MR. HURLEY: Thank you, Mr. Thurman.

22 THE COURT: It is the contract of services
23 between Data, Inc., the plaintiff, and Defendant Joshua
24 Gonzalez.

25 THE COURT: Okay. So somebody is going to

1 identify that?

2 MR. HURLEY: Yes.

3 THE COURT: Okay. You can hand it back to
4 Mr. Hurley, please. So how do you know the Hurley's?

5 MR. HURLEY: I'm actually Hudson County born
6 and raised. I used to --

7 THE COURT: Oh, good, okay.

8 MR. HURLEY: I used to coach at their
9 basketball back when I could coach.

10 THE COURT: Oh, do you? All right. Cool,
11 very good. All right. Well, you're welcome here.

12 MR. HURLEY: Thank you, sir.

13 THE COURT: So proceed.

14 MR. HURLEY: Thank you.

15 DIRECT EXAMINATION BY MR. HURLEY:

16 Q. Ma'am, please again state your name for the
17 record.

18 A. Jennifer D'Silva.

19 Q. And where are you currently employed?

20 A. Data, Inc.

21 Q. How -- in what capacity are you employed by
22 Data, Inc.?

23 A. I'm the senior account executive for Data, Inc.

24 Q. What is -- what are the duties of a senior
25 account executive at Data, Inc.?

1 A. I manage multiple accounts for Data, Inc., one of
2 them included United Parcel Service.

3 Q. Okay. And how long have you been with Data,
4 Inc.?

5 A. Since 1999.

6 Q. And how long have you been working the United
7 Parcel Service account?

8 A. Since 1999.

9 Q. Tell me about the business of Data, Inc.
10 What does Data, Inc. do?

11 A. They're a software solutions company located in
12 Montvale, New Jersey.

13 Q. And what specific industry -- what does Data,
14 Inc. do for --

15 A. We provide ID solutions to multiple accounts, one
16 of them being United Parcel Service.

17 Q. Okay. And how long have you been working the
18 United Parcel Service account?

19 A. Since 1999.

20 Q. Okay. Do you -- are you familiar with an
21 individual by the name of Joshua Gonzalez?

22 A. Yes, I am.

23 Q. How are you familiar with Mr. Gonzalez?

24 A. Mr. Gonzalez was placed at one of our accounts
25 with United Parcel Service, Mount Vernon, Georgia.

1 Q. Okay. And could you explain how that came
2 about?

3 A. Sure. We had advertised for a position on behalf
4 of our client and Joshua had applied for this position.
5 He had interviewed with our client and --

6 (Noise interference)

7 THE COURT: It's okay, it's just a 747.
8 Don't worry about it. Go ahead.

9 THE WITNESS: And our client had offered him
10 the position. Mr. Gonzalez had accepted this position.
11 A day before the schedule start, he had requested for
12 the start to be moved by a couple of days. Our client
13 had accommodated that request.

14 BY MR. HURLEY:

15 Q. Okay. Did you -- did Data, Inc. enter into a
16 formal arrangement with Joshua Gonzalez relative to his
17 employment?

18 A. Yes, we did.

19 Q. Okay. I'm going to show you what's been
20 previously marked as P-2 for purposes of
21 identification. Can you recognize -- do you recognize
22 this?

23 A. Yes, I do.

24 Q. What do you recognize this as?

25 A. This is our Master Services Agreement, which was

1 signed by Mr. Gonzalez and Data, Inc.

2 Q. Okay. And is this a record that is kept in
3 the normal course of business by Data, Inc.?

4 A. Yes.

5 MR. HURLEY: Judge, I'm just going to ask
6 that P-2 be moved into evidence at this point.

7 THE COURT: All right. In evidence.

8 BY MR. HURLEY:

9 Q. Does this agreement, ma'am, spell out the
10 term and fee to be paid to Mr. Gonzalez to be paid for
11 his employment?

12 A. Yes, it does.

13 Q. What does it -- what is it?

14 A. Mr. Gonzalez had accepted the position at \$40 an
15 hour as his pay rate. To assist him with his
16 relocation, we increased his pay rate to \$45 an hour.
17 And the purchase order, the Exhibit A, is included in
18 the Master Services Agreement as well.

19 Q. And that purchase order memorializes those
20 terms?

21 A. Yes, it does.

22 Q. And that's part of the Master Services
23 Agreement?

24 A. Yes, it is.

25 Q. Okay. And does this agreement with Mr.

1 Gonzalez contain a provision for attorney's fees?

2 A. Yes, it does.

3 Q. And that's located at 16.5?

4 A. Yes.

5 Q. And is it -- it's your understanding that
6 this agreement between Mr. Gonzalez and Data, Inc.
7 provides that in breach of this contract Mr. Gonzalez
8 is to remit attorney's fees to Data, Inc. as part of
9 any damages, correct?

10 A. Yes.

11 Q. Okay. Could you explain is there -- I note
12 that you had stated that United Parcel Service was a
13 client. There was an agreement in place with United
14 Parcel Service, correct?

15 A. Yes.

16 Q. Okay. And was there a term in terms of the
17 fees that would be paid relative to Data, Inc. and
18 United Parcel Service?

19 A. Yes, his bill rate was at \$57 an hour.

20 Q. Okay. And that agreement is confidential,
21 correct, in terms of -- not in terms of there being a
22 confidentiality provision, but in terms it contains
23 certain business data that's non-disclosable by Data,
24 Inc. --

25 A. That's correct.

1 Q. -- United Parcel Service?

2 A. Yes.

3 MR. HURLEY: Judge, for that reason we're not
4 going to move that into evidence at this point.

5 THE COURT: Okay.

6 BY MR. HURLEY:

7 Q. Okay. So it was \$57 an hour?

8 A. That's correct.

9 Q. So the difference between the two, ma'am,
10 would be -- \$57 and \$45 is \$12 an hour, right?

11 A. \$12 an hour.

12 Q. And he was scheduled to work for an entire
13 year, correct, that was the arrangement?

14 A. That is correct.

15 Q. Okay. And is it safe to say that that term
16 would be 2,000 hours, right?

17 A. Yes, it is.

18 Q. And by my math, 2,000 equals, at \$12 an hour
19 is \$24,000, correct?

20 A. That is correct.

21 Q. Okay. Explain, if you could, Mr. Gonzalez'
22 term of employment, if any, with UPS and with Data,
23 Inc.

24 A. Mr. Gonzalez had -- was scheduled to start on
25 March 10th of 2011. He worked at UPS until March 18th.

1 On March 21st I received an email from his manager at
2 UPS asking for his whereabouts. Mr. Gonzalez had not
3 -- you know, he did not show up at work. We tried
4 multiple times to reach him via phone, email, and Mr.
5 Gonzalez did not respond to any of those. At that
6 point the client, United Parcel Service, refused to
7 work with us for this particular engagement and Mr.
8 Gonzalez did not show up at all.

9 Q. Okay. Ma'am, there were no further direct
10 expenses associated with the fees that were billed in
11 this matter, right?

12 A. That is correct.

13 MR. HURLEY: Just give me one moment, Judge.

14 THE COURT: Sure. Let me look at P-2 while
15 you're --

16 MR. HURLEY: Certainly. May I approach?

17 THE COURT: Yes, thank you. Thanks.

18 (Brief pause on the record)

19 THE COURT: I'm ready when you're ready, Mr.
20 Hurley.

21 MR. HURLEY: Judge, I don't have any further
22 questions for this witness at this time.

23 THE COURT: All right. Let me just -- okay.
24 And no further witness, right?

25 MR. HURLEY: No, sir.

1 THE COURT: Now, the Exhibit A says \$40 an
2 hour, but he was -- there was a bump to \$45, a new
3 Exhibit A --

4 MR. HURLEY: Yes, sir.

5 THE COURT: -- dated March 9th. That was his
6 relocation from Tallahassee to Atlanta?

7 THE WITNESS: Yes.

8 THE COURT: Did you ever find out -- the guy
9 never --

10 THE WITNESS: We tried.

11 THE COURT: Okay. So P-2 in evidence is an
12 agreement between Mr. Gonzalez. And this is his
13 signature, right? You saw -- you identified his
14 signature?

15 THE WITNESS: Yes.

16 THE COURT: All right. Did you handle this
17 transaction?

18 THE WITNESS: Yes, I did.

19 THE COURT: Okay. So you were on the phone
20 with him talking --

21 THE WITNESS: Yes.

22 THE COURT: -- to him?

23 THE WITNESS: Yes, I did.

24 THE COURT: Okay. And he just never got back
25 to you as to why he didn't show up or anything?

1 THE WITNESS: That's correct.

2 THE COURT: You have no idea. All right.

3 Well, the -- well, it's okay, Andrew is here. Good
4 morning, Mr. Silva.

5 MR. SILVA: How are you doing?

6 THE COURT: It's that great commercial,
7 Accountemps. You guys remember that commercial? "It's
8 all right, Bob's here."

9 Okay. You have an agreement, and on its face
10 and based upon the testimony of Ms. D'Silva, which I
11 find credible, was signed by the parties. It's dated
12 March 1st. It was signed with Exhibit A on March 1st,
13 and then there's another Exhibit A on March 9th to bump
14 Mr. Gonzalez to \$45 an hour. And the -- I'm making
15 findings of fact. And the agreement between the
16 plaintiff and UPS was for \$57 an hour.

17 So, as is customary in these circumstances,
18 the plaintiff was earning a gross \$12 an hour on Mr.
19 Gonzalez and had the prospect of doing so for the year,
20 which isn't up yet, by the way. What do we do about
21 that? What if he magically reappears? Oh, well. But
22 I think it's reasonable -- the reasonable anticipation
23 of the parties is that Mr. Gonzalez was going to work
24 under his contract for a year. As a result of his
25 failure to do so, for reasons unknown, the plaintiff is

1 damaged in the amount, cleverly arrived at by Mr.
2 Hurley, of \$24,000, that being \$12 an hour times 2,000
3 hours.

4 So I'll find that the plaintiff was damaged
5 in that amount. As far as attorney's fees, there is a
6 provision, 16.5, as Mr. Hurley pointed out to Ms.
7 D'Silva, calling for attorney's fees either way. So
8 that -- well, actually, no, it was one way, which is
9 common.

10 MR. HURLEY: Right.

11 THE COURT: It calls for reasonable
12 attorney's fees and reasonable costs. Ms. D'Silva
13 testified there were no costs, right?

14 MS. D'SILVA: That's correct.

15 THE COURT: I assume there are costs in
16 connection with the litigation?

17 MR. HURLEY: I'll be submitting, Judge, if I
18 may --

19 THE COURT: Yes. So, Mr. Hurley, submit a
20 certification and I'll make a determination as to the
21 amount. As to the entitlement, the contract provides
22 for it and really there's no alternative but for me to
23 award them. So, Mr. Hurley, why don't you do this,
24 submit a form order for judgment or just submit a form
25 for judgment, I guess. And then along with your

1 certification, leave a blank for the attorney's fees.

2 MR. HURLEY: Yes, sir.

3 THE COURT: I'm assuming the costs are the
4 normal costs?

5 MR. HURLEY: Yes, sir.

6 THE COURT: You have the filing fees, the
7 service fees. You can fill in that blank for me and
8 then I'll compute the amount to which you're entitled
9 and give it back to you, all right?

10 MR. HURLEY: Yes, sir.

11 THE COURT: Have a great day.

12 MR. HURLEY: Thank you.

13 THE COURT: Happy New Year.

14 MS. D'SILVA: Happy New Year.

15 THE COURT: Take care. Thanks for coming.

16 Incidentally, the evidence doesn't stay in the file.

17 So I would have handed it back to you anyway.

18 MR. HURLEY: Right. Thank you, sir.

19 THE COURT: So no worries.

20 (Whereupon the matter concluded)

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CERTIFICATION

I, Yvonne Casiano, the assigned transcriber,
do hereby certify the foregoing transcript of
proceedings held on January 4, 2012, Courtsmart, index
number from 8:32:23 - 8:49:03, is prepared in full
compliance with the current Transcript Format for
Judicial Proceedings and is a true and accurate non-
compressed transcript of the proceedings as recorded.

Yvonne M. Casiano
YVONNE M. CASIANO, AOC #548
King Transcription Services
901 Rte. 23 South
Center Suite 3
Pompton Plains, NJ 07444
(973) 237-6080 phone
(973) 587-0309 fax

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