

TO: ALL COUNSEL

YOU ARE HEREBY NOTIFIED TO FILE
WRITTEN RESPONSE TO THE ENCLOSED
COMPLAINT WITHIN TWENTY (20) DAYS FROM
SERVICE HEREOF OR A JUDGMENT MAY BE
ENTERED AGAINST YOU.

/s/ CARLA P. MARESCA, ESQUIRE
Attorney for Plaintiffs Maribel DelRio-Mocci,
Linda Elliott, Robert Bolmer

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

MARIBEL DELRIO-MOCCI, LINDA)
ELLIOT, ROBERT BOLMER)

Plaintiffs,)

vs.)

Civil Action

File No. _____

CONNOLLY PROPERTIES INC.,)
DAVID M. CONNOLLY, DONNA X.)
CONNOLLY, DANA AYALA,)
DANIA MOLINA, BEACON)
VILLAGE LLC, PLAINFIELD)
APARTMENTS LLC, CENTRAL)
AVENUE APARTMENTS LLC,)
CORNELL-PINGRY ARMS LLC,)
CRESCENT AVENUE INVESTMENT)
GROUP LLC, EXECUTIVE ARMS)
LLC, GREEN BROOK VILLAGE)
LLC, LIBERTY ARMS LLC, 243)
SOUTH HARRISON LLC, PARK)
REGENCY LLC, MILTON TERRACE)
LLC, FULTON TOWER LLC, 179)
SOUTH HARRISON LLC, MAYFAIR)
HALL LLC, PARKSIDE VILLAGE)
LLC, PROPSECT-HARRISON LLC,)
STERLING APARTMENTS LLC,)
CONNOLLY COLASUONNO)
OBIORA, LLC., CONNOLLY &)

COMPLAINT

COLASUONNO DEVELOPMENT,)
LLC, 609 MADISON AVENUE, LLC,

Defendants.

I. SUMMARY OF CLAIMS

1. This civil action arises under the Racketeer Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. § 1962(a), 18 U.S.C. § 1962(c), 18 U.S.C. § 1962(d); the New Jersey RICO Act, N.J. Stat. § 2C:41-1(a)(2); the Fair Housing Act (“FHA”), 42 U.S.C. § 3601, et. seq.; the New Jersey Fair Housing Act, N.J. Stat. § 10:5-12; and the New Jersey Conscientious Employee Protection Act (“CEPA”), N.J. Stat. § 34:10-3(c)(1). Plaintiffs seek declaratory judgment, compensatory damages, punitive damages, civil penalties, equitable relief and other relief as this Honorable Court may deem appropriate.
2. Connolly Properties, Inc. (“CPI”) is a major operator of multi-unit apartment rental housing in New Jersey and Pennsylvania.
3. Since it began operations in 1996, CPI has grown from operating a single six-unit multiplex in Plainfield, New Jersey to operating nearly 2,000 units in approximately forty-five separate complexes, throughout Northern New Jersey and Allentown, Pennsylvania.

4. A portion of CPI's profitability is based on the rental of distressed property to a market comprised in whole or in part of illegal aliens or undocumented residents.
5. By renting to illegal aliens, CPI is able to rent dilapidated units in poorer municipalities.
6. By forming an enterprise that specializes in harboring illegal aliens for profit, including the use of unauthorized alien workers to maintain and operate individual buildings, CPI has been able to acquire extensive real estate holdings in old and dilapidated apartment buildings, and to operate such holdings as a residential rental enterprise without investing funds to correcting the dilapidated and dangerous conditions therein. This enterprise has produced illicit revenues by engaging in activity that violates federal racketeering, immigration and fair housing laws, and other housing laws and ordinances.
7. CPI'S actions have violated, and continue to violate, the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 *et seq.* ("RICO"), the New Jersey RICO Act, the Fair Housing Act, 42 USC §3601, *et seq.* ("FHA"), the New Jersey Fair Housing Act, N.J. Stat. § 10:5-12, and the New Jersey Conscientious Employee Protection Act, N.J. Stat. §34:19-1, *et seq.* ("CEPA"), as set forth more fully herein.

II. II. JURISDICTION AND VENUE

8. This Court has original jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1343 over Plaintiffs' causes of action under the United States Constitution, RICO, 18 U.S.C. § 1961, et. seq., and the Fair Housing Act, 42 U.S.C. § 3601, et. seq. This Court has supplemental jurisdiction over Plaintiffs' cause of action under the New Jersey statutes pursuant to 28 U.S.C. § 1367.
9. This Court has personal jurisdiction over Defendants, which have their principal place of business and operations within the State of New Jersey.
10. Venue is proper in the United States District Court for the District of New Jersey pursuant to 28 U.S.C. § 1391(a) in that Defendants are subject to personal jurisdiction, and the events which give rise to this action occurred within the District of New Jersey.

III. PARTIES

11. Plaintiff Maribel DelRio-Mocci ("Mocci") is a United States citizen and a legal resident of New Jersey.
12. Plaintiff Mocci worked as a leasing agent for CPI from January 2, 2006 to June 4, 2007.

13. Plaintiff Mocci was a tenant of CPI from January 2, 2006 until August 4, 2007.
14. Plaintiff Linda Elliott is a United States citizen and a legal resident of New Jersey. Elliot is a tenant at 831 Central Avenue, Apt. 11, Plainfield, New Jersey, 07060, located in the Central Avenue Apartment Complex. The Central Avenue Apartments Complex is owned by Defendant Central Avenue Apartments, LLC and managed by Defendant Connolly Properties, Inc.
15. Plaintiff Elliott has contracted to rent this property as her dwelling since on or about July 3, 2006.
16. Plaintiff Robert Bolmer is a United States citizen and a legal resident of New Jersey. Bolmer has lived in Plainfield, New Jersey for 25 years. Plaintiff Bolmer is a tenant at 606 Crescent Avenue, Apt. 5G, Plainfield, New Jersey, 07060, located in the Pingry Arms Apartment Complex. The Pingry Arms Complex is owned by Cornell-Pingry Arms, LLC and managed by Defendant Connolly Properties, Inc.
17. Plaintiff Bolmer began leasing this property as his dwelling since on or about February 28, 2004. Defendant CPI began managing this property in or about June 2004.

18. Defendant, CPI is a New Jersey corporation with its principal place of business in Plainfield, New Jersey at 128 East 7th Street in Plainfield, New Jersey, 07060.
19. David Connolly is the President and Dana Ayala is the Vice President of CPI.
20. CPI manages apartment rental units in the state of New Jersey.
21. Defendant, David Connolly, in his individual capacity, is the owner of multi-unit apartment dwellings located at 136 Crescent Avenue and 806 First Place in Plainfield New Jersey. These properties are also managed by CPI.
22. Defendant, Donna X. Connolly, is an operator, agent and/or manager of CPI and maintains a principal place of business at 128 East 7th Street, Plainfield NJ 07060.
23. Defendant, Dana Ayala is Vice President of Operations for CPI, with a principal place of business at the same address as paragraph 15.
24. Defendant, Dania Molina, is a Property Manager for CPI, with a principal place of business at the same address as Paragraph 15.
25. Defendant, Plainfield Apartments, LLC is a New Jersey Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.

26. Defendant, Plainfield Apartments, LLC, owns multi-unit rental apartments in buildings located at 117 Crescent Avenue, 128 East 7th Street, 136 East 7th Street, 600 East Front Street, 346 Franklin Street, 611-619 Clinton Avenue, 9-23 Madison Avenue, 666 West 7th Street, and 165 Crescent Avenue in Plainfield, New Jersey. These properties are managed by CPI.
27. Defendant, Beacon Village, LLC is a New Jersey Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.
28. Defendant, Beacon Village, LLC owns rental apartment units in buildings located at 750 East Front Street, Plainfield New Jersey. This property is managed by CPI.
29. Defendant, Central Avenue Apartments, LLC is a New Jersey Limited Liability Company, with a principal place of business located at 15 Sheppard Place, Edison, New Jersey 08817.
30. Defendant, Central Avenue Apartments, LLC owns rental apartment units in a building located at located at 831 Central Avenue, Plainfield, New Jersey. The property is managed by CPI.

31. Defendant, Cornell-Pingry Arms, LLC is a New Jersey Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.
32. Defendant, Cornell-Pingry Arms, LLC owns rental apartment units in buildings located at 735 Park Avenue and 606 Crescent Avenue, Plainfield, New Jersey. These properties are managed by CPI.
33. Defendant, Crescent Avenue Investment Group, LLC is a New Jersey Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.
34. Defendant, Crescent Avenue Investment Group, LLC, owns rental apartment units in buildings located at 132-134 Crescent Avenue, Plainfield, New Jersey. These properties are managed by CPI.
35. Defendant, Executive Arms, LLC is a New Jersey Limited Liability Company, with a principal place of business located at 101 Eisenhower Parkway, Roseland, New Jersey 07068.
36. Defendant, Executive Arms, LLC, owns rental apartment units in a building located at 315 West 8th Street, Plainfield, New Jersey. This property is managed by CPI.

37. Defendant, Green Brook Village, LLC is a Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.
38. Defendant, Green Brook Village, LLC owns rental apartment units in buildings located at 609 Madison Avenue and 733 East Front Street, Plainfield, New Jersey. These properties are managed by CPI.
39. Defendant, Liberty Arms, LLC is a Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.
40. Defendant, Liberty Arms, LLC owns rental apartment units located at 501-515 West 7th Street, Plainfield, New Jersey. This property is managed by CPI.
41. Defendant, 243 South Harrison, LLC is a Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.
42. Defendant, 243 South Harrison, LLC owns rental apartment units in a building located at 243 South Harrison, East Orange, New Jersey. This property is managed by CPI.

43. Defendant, Park Regency, LLC is a Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.
44. Defendant, Park Regency, LLC owns rental apartment units in buildings located at 716-730 Field Avenue and Liberty Place, Plainfield, New Jersey. These properties are managed by CPI.
45. Defendant, Milton Terrace, LLC is a Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.
46. Defendant, Milton Terrace LLC owns rental apartment units in a building located at 1251 Milton Place, Plainfield, New Jersey. This property is managed by CPI.
47. Defendant, Fulton Tower, LLC is a Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.
48. Defendant, Fulton Tower, LLC owns rental apartment units in buildings located at 115 South Clinton Street; 120 South Harrison Street; 148 South Munn Avenue; 4 Chestnut Street; 106 Harrison Street in East Orange, New Jersey. These properties are managed by CPI.

49. Defendant, 179 South Harrison, LLC is a Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.
50. Defendant, 179 South Harrison, LLC owns rental apartment units in a building located at 179 South Harrison Street, East Orange, New Jersey. This property is managed by CPI.
51. Defendant, Mayfair Hall, LLC is a Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.
52. Defendant, Mayfair Hall, LLC owns rental apartment units in a building located at 150 South Harrison Street, East Orange, New Jersey. This property is managed by CPI.
53. Defendant, Parkside Village, LLC is a Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.
54. Defendant, Parkside Village, LLC owns rental apartment units in buildings located at 248 Prospect Street and 162 Park Avenue in East Orange, New Jersey. These properties are managed by CPI.

55. Defendant, Prospect-Harrison Trust, LLC is a Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.
56. Defendant, Prospect-Harrison Trust, LLC owns rental apartment units in buildings located at 111 South Harrison Street; 158 Hamilton Street; 158 South Harrison Street; 168 Hamilton Street; 195 Prospect Street; and 242 Prospect Street in East Orange, New Jersey. These properties are managed by CPI.
57. Defendant, Sterling Apartments, LLC is a Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.
58. Defendant, Sterling Apartments, LLC owns rental apartment units in a building located at 255 Prospect Street, East Orange, New Jersey. This property is managed by CPI.
59. Defendant, Connolly Colasuonno Obiora LLC is a Limited Liability Company, with a principal place of business located at 128 East Seventh Street, Plainfield, NJ 07060.
60. Defendant, Connolly Colasuonno Development, LLC is a Domestic Limited Company with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 08060.

61. Defendant, 609 Madison Avenue, LLC is a Domestic Limited Company with a principal place of business located at 128 East Seventh Street, Plainfield, New Jersey 07060.

IV. FACTS

A. CPI Harbors Illegal Aliens

62. CPI manages and operates apartment complexes in the state of New Jersey and the Commonwealth of Pennsylvania.
63. David M. Connolly is an Officer, Incorporator and/or General Partner for any and all of the limited liability company defendants identified in this Complaint.
64. Donna X. Connolly is an Officer, Incorporator and/or General Partner for any and all of the limited liability company defendants identified in this Complaint.
65. All of the Defendants are “persons” as defined by 18 U.S.C. §1961(3).
66. Several of the apartment dwelling complexes owned by the LLC Defendants, and managed and operated by CPI are dilapidated.
67. Front and rear doors without locks, broken front and rear doors, worn-down roofs, roach, rodent and bedbug infestations, broken electrical and plumbing systems, windows, and appliances are pervasive at many of the properties managed by CPI.

68. Due to the lack of security from broken front and rear door locks, homeless people, drug dealers, and drug abusers wander into the common areas of the apartments.
69. Graffiti has littered the walls and common area carpets are in poor condition.
70. Some criminal activity occurring on these properties is not publicly reported by CPI as required by New Jersey law.
71. Despite these conditions, CPI rents the apartments to illegal aliens and minorities.
72. At all relevant times hereto, David M. and Donna X. Connolly have owned the 136 Crescent Avenue and 806 First Place apartment complexes in Plainfield, New Jersey.
73. At all relevant times hereto, David M. and Donna X. Connolly have located investors, including relatives, to form limited liability corporations to purchase dilapidated New Jersey apartment complexes.
74. David M. and Donna X. Connolly, through their control of CPI, have managed the complexes for the LLC members in return for a share of the income generated and other management fees.

75. As agent for all of the LLCs except Executive Arms LLC, Central Avenue LLC and Liberty Arms LLC, David Connolly kept the individual owners of the complexes fully informed of the condition, finances and management practices of CPI, its executives and personnel, at all times relevant to this complaint.

76. Donna Connolly handled the new tenants' rent deposits and handled CPI investments.

B. CPI Has Devised a Scheme to Profit from Harboring Illegal Aliens

77. Due to the dilapidated condition of the properties owned, maintained, controlled and/or operated by Defendants, CPI was unable to maintain a desired occupancy rate with lawful tenants.

78. As of January 2006, Defendants began renting to illegal aliens in order to safeguard the revenue and profitability of CPI's management services business and the investments of the LLC Defendants and individual members and/or owners.

79. Defendants operated a scheme of renting properties to illegal aliens with a common purpose of increasing rental revenue to CPI and the LLC Defendants, its owners, members and/or partners.

80. CPI President David Connolly described the scheme to Plaintiff Mocchi and other Individual Defendants as “marketing to an underserved population.”
81. This illegal renting scheme operates by encouraging and inducing illegal aliens to lease apartments in CPI-managed buildings, and harboring illegal aliens in CPI-managed properties owned by the LLC Defendants, its owners, members and/or partners, and the Connolly’s.
82. This scheme has enabled Defendants to lease apartments to illegal aliens through a pattern of encouraging and inducing illegal aliens to reside in the United States, and harboring those aliens from official detection, in knowing and/or reckless disregard of the fact that such aliens were present in the United States in violation of federal law, including but not limited to 8 U.S.C. 1324(a)(1)(A)(iii) and (A)(iv).
83. CPI, through its owners, agents, operators, and/or employees, screened applicants before placing them in specific properties.
84. Every screened applicant was required to submit a rental application and provide documentation of identity and ability to pay rent.
85. In a repeated pattern of hundreds of separate incidents over a period of at least 18 months, beginning on or before January 2006 and continuing at least until June 2007, illegal aliens were encouraged

- and/or allowed to use false identity documents during the application process.
86. As an inducement to sign rental leases for CPI's apartments, CPI consistently adhered to and continues to adhere to the practice of permitting illegal alien applicants to establish "identity" or income by presenting less secure documentation than lawfully resident non-citizens or U.S. citizens, and allowing illegal alien applicants to provide individual taxpayer identity numbers or false or stolen social security numbers in lieu of valid social security numbers required of legal residents and U.S. citizens.
 87. To avoid the receipt of a background report that would place Defendants on notice that an illegal alien is using a false or stolen social security number or assumed identity to rent the apartment, illegal aliens are not subjected to background checks, otherwise required for applicants with lawful immigration or citizenship status.
 88. Illegal aliens are not subjected to restrictions on the number of occupants per apartment, as otherwise imposed on legal resident tenants.

89. As a result of the CPI application procedures outlined above, illegal aliens reside in CPI managed properties and CPI does not reveal their immigration status to federal authorities.
90. The practices thereby provide an essential and valuable inducement for illegal aliens to reside unlawfully in the United States by renting CPI's properties.
91. CPI deems illegal aliens to be more exploitable given their unlawful status in the United States.
92. This scheme also violates state and federal fair housing and other laws, as alleged below, as well as the industry fair housing standards promulgated by the New Jersey Apartment Association, of which CPI is a member.
93. David M. Connolly and Dana Ayala hired Plaintiff Mocci to administer the activities involved in encouraging illegal aliens to reside in CPI properties, as required for the scheme's success.
94. Defendants did not reveal the existence of the scheme to Plaintiff Mocci during the recruiting process.
95. In order to better conceal the presence of illegal aliens harbored in CPI properties from official notice, Defendants have, at least since January of 2006 through June of 2007, implemented an unlawful

applicant screening system, whereby legal United States residents and illegal alien residents were falsely informed that no vacancies existed in certain complexes; thereby steering these residents to certain properties, with the intent of deterring and reducing mixing between legal residents and illegal alien residents, especially between legal African American tenants and Hispanic illegal aliens.

96. During the period between January 2006 and June 2007, CPI generally restricted illegal aliens applying to rent units in Plainfield to the 609 Madison Apartments; the Cornell building at 735 Park Avenue, the Pingry Arms building at 606 Crescent Avenue, Viola's Place building at 165 Crescent Avenue, the Columbia building at 128 East 7th Street, the Cleveland building at 138 East 7th Street, the Liberty Arms complex at 501-515 West 7th Street, the Green Brook Village at 735 East Front Street, the Ritz building at 318 West 7th Street, and the 600 East Front Street building, and the Beacon Village complex at 750 East Front Street.
97. By deterring contact between illegal aliens and US citizen tenant groups, CPI decreased the risk of unexpected investigation or enforcement-related visits to CPI properties by immigration agents, police officers, housing inspectors, or social agency personnel.

98. Defendants David M. Connolly, Dana Ayala and Dania Molina directed Plaintiff Mocci to market rental leases to illegal aliens.

99. Dania Molina reviewed and personally approved each tenant application.

C. Defendants Launder the Proceedings from the Illegal Racketeering Enterprise

100. The rental payments and unreturned security deposits collected by CPI and the LLC Defendants from the illegal alien tenants are the proceeds of unlawful harboring.

101. But for the illegal scheme, CPI would not have been able to rent many of the units that they ultimately leased to illegal aliens, or, in the alternative, they would have been forced to accept significantly reduced rental income from many of the units.

102. In a separate CPI accounting operation, CPI personnel in the finance and accounting department commingled the harboring proceeds with income from legal rentals, thereby laundering and disguising the unlawful source of the proceeds for the benefit of the LLC members and managing partners and CPI shareholders and executives.

103. Defendants' control of this illegal scheme annually produced thousands of dollars in unlawful proceeds.

D. Defendants Operate a Systematic Screening Process for Prospective Tenants Using Discriminatory Criteria

104. At least since January 2006, Defendants CPI, David M. Connolly, Dana Ayala, and Dania Molina have used unlawful discriminatory criteria to maintain a pattern and practice of screening prospective tenants.
105. Tenants who belong to or appear to belong to groups identified by race, national origin and/or income are denied the opportunity to reside in their choice of available rental apartment units.
106. Tenants from these groups are steered to specific apartment buildings or complexes, grouping people based upon their race, national origin and/or income, in violation of federal and state law.
107. When a person (a “prospective”) inquires about apartment rentals at CPI offices, located at 128 East 7th Street, Plainfield, New Jersey and 111 South Harrison Street, Ste. 105, East Orange, New Jersey, the leasing agent, including the Plaintiff Mocci, was required to complete a Verification Receipt form to collect information to determine that person’s income, employment status, family size, criminal background, credit history, etc.
108. If the prospective tenant speaks Spanish, they are asked if they possess documentation of lawful presence in the United States.

109. Based upon the information obtained from the Verification Form filled out by Plaintiff Mocchi during the screening, the following general screening rules are applied to determine whether or not the prospective tenant will be informed of certain available apartment units:

- i. African Americans receiving any kind of rent subsidy are steered to available apartments in the Beacon Village complex, but in particular to units on the Second Street side of Beacon Village.
- ii. Hispanic illegal aliens are steered to all other areas of Beacon Village.
- iii. The steering is intended to reduce the incidence of “mixing” between these two ethnic groups.
- iv. Low income African-Americans who were employed but still received a rental subsidy were to be steered to apartments in the Town and Country or Settles Place buildings.
- v. African American prospectives, regardless of employment status, were to be steered to available units

at the Apex building located at 117 Crescent Avenue and Viola's Place.

- vi. Hispanic prospective tenants who received rental subsidies (and thus were presumably U.S. citizens) were to be steered to the Ritz building located at 318 West 7th Street.
- vii. Blacks were generally steered away from Central Avenue Apartments.
- viii. Illegal aliens of other nationalities, in practice almost entirely Hispanic or Middle Eastern, were steered to the Cornell, Pingry Arms, Columbia, Cleveland, Liberty Arms, and Green Brook Village apartment buildings.
- ix. African-Americans were generally not to be placed in the Tudor building.
- x. Employed "professionals" were only to be offered apartments in the Hickory Arms building.

"Professionals" were individuals who met a certain, higher threshold of income than most tenants and were not on any kind of subsidy.

- xi. Prospective tenants who were identified as receiving government subsidies or welfare were not to be shown the Hickory Arms, Executive Arms, and Williamsburg buildings.
- xii. Disabled persons referred to Defendants were not to be offered any apartments because Defendants believed they ruin the dwellings.

E. Defendants used Plaintiff Mocci as a critical instrumentality for the Illegal Scheme

- 110. At the direction of Defendant David M. Connolly, during the week of September 6-13, 2006, Plaintiff Mocci conducted a training program for three new leasing agents hired by CPI to operate a CPI leasing office located at 111 South Harrison Street, Suite 105, East Orange, New Jersey office.
- 111. Plaintiff Mocci was instructed to “train them the exact same way and make sure they don’t ask too many questions.”
- 112. Plaintiff Mocci trained the new CPI employees to implement the illegal scheme described herein.
- 113. Plaintiff Mocci had prior experience in managing or assisting in managing rental properties between 1990-1994 and 2004-2005.

114. Plaintiff Mocci possessed a New York Real Estate Salesperson License since 2002, and was experienced with property management and leasing laws and best practices.
115. Plaintiff Mocci was interviewed by Defendants David M. Connolly and Dana Ayala on or about December 5, 2005.
116. After learning that Plaintiff Mocci was a native Spanish speaker, David M. Connolly and Dana Ayala offered Plaintiff Mocci a Leasing Agent position in Plainfield.
117. In reliance on the representations and contract terms of the Defendants that the Leasing Agent was a bona fide and lawful business activity, Plaintiff Mocci resigned from her previous position and moved her family to Plainfield, New Jersey, into one of Defendants' properties at Plaintiff's expense.
118. Plaintiff Mocci signed an employment letter contract and began work as a Leasing Agent at the CPI head office on or about January 3, 2006.
119. At no time during the recruitment or hiring process did Defendants disclose, warn, or communicate to Plaintiff Mocci their unlawful practices or communicate or imply in any way that Plaintiff Mocci would be expected to aid, abet, or perform such unlawful activities.

F. Defendants Used Coercion to Maintain Plaintiff Mocchi's Participation in the Illegal Scheme.

120. At all times relevant to this complaint, CPI never provided Plaintiff Mocchi or other CPI leasing personnel with a written manual or procedure or training program for leasing agents, property managers, or related personnel.
121. All managerial directions as to CPI procedures and practices were communicated directly to Plaintiff Mocchi by Defendants David M. Connolly and Dana Ayala.
122. On February 6, 2006, Plaintiff Mocchi was instructed by David M. Connolly, Dana Ayala, and Dania Molina that prospective tenants who were "immigrants" without "papers" were exempted from the requirement to submit identifying documents.
123. On March 3, 2006, Plaintiff Mocchi was directed by David M. Connolly and Dana Ayala to prepare and reproduce handwritten flyers in Spanish and to personally post them in bodegas and other locations to attract illegal alien clientele.
124. Defendants explained that "illegal immigrants" would be more likely to respond to such handwritten flyers because "they won't think we are a big company and be scared to apply for an apartment."

125. Plaintiff Mocchi immediately expressed concern about the propriety of renting to tenants “without papers.”
126. Defendant David M. Connolly became angry and stated that no one would be in trouble if all the employees kept quiet about this practice.
127. On April 6, 2006, Plaintiff Mocchi was directed by David M. Connolly and Dana Ayala to expedite recruitment of illegal alien tenants because the vacancy rate for Plainfield properties had risen to about forty percent.
128. At a May 8, 2006 meeting, Plaintiff Mocchi again expressed disagreement with this illegal scheme, telling Dana Ayala and David M. Connolly that there had to be a legal way to rent out apartments.
129. Defendants ignored Plaintiff Mocchi’s requests, and David Connolly simply replied that there was no other way and “that was the end of that.”
130. David Connolly again asserted no one else was “tapping into this market.”
131. David Connolly also told Plaintiff Mocchi “if you gotta problem doing this, you gotta let me know now, ‘cause we gotta do something about that.”
132. Plaintiff Mocchi took that statement as a threat to her job.

133. Plaintiff Mocci was a key instrumentality of the illegal scheme. The illegal scheme's success depended upon rental income from illegal alien tenants.

134. As the only Spanish-speaking leasing agent, Plaintiff Mocci was expected to perform in whole or in part the principal unlawful acts necessary to advance the enterprise:

- i. Marketing the CPI-managed properties to the “underserved market” of illegal aliens;
- ii. Screening prospective tenants to insure that racial groups and illegal aliens whom CPI believed to be incompatible were physically segregated to the greatest extent possible;
- iii. Aiding and abetting leasing to illegal aliens by encouraging them to apply for apartment leases using false identification and immigration documents and other false bio-data that would conceal their unlawful presence from federal immigration authorities.

G. Defendants Retaliated Against Plaintiff Mocci for Failing to Fully Support the Illegal Scheme

135. By October of 2006, Plaintiff Mocci had voiced many complaints about the illegality of the rental operations to Defendants David Connolly, Dana Ayala and Dania Molina.
136. On October 26, 2006, Defendant Dana Ayala falsely accused Plaintiff Mocci of sexual harassment, as a pretext to intimidate her.
137. When Plaintiff Mocci was able to confront the “accuser”, David Green—a CPI employee and Superintendent for one of the CPI complexes, the employee admitted that Ayala had coerced him to sign the letter alleging false sexual harassment claims against Plaintiff Mocci.
138. The employee also admitted that the letter was in fact concocted by Dana Ayala.
139. Within days of the sexual harassment claim, Plaintiff Mocci began to receive threatening anonymous telephone calls on the company cell phone by a female with a heavy Puerto Rican accent.
140. The anonymous calls threatened physical harm.

141. Plaintiff Mocci promptly reported these threats to Defendant David M. Connolly, who responded by presenting Plaintiff Mocci with a reprimand letter on November 16, 2006.
142. The letter stated that Plaintiff Mocci had made “slanderous remarks about staff members; false statements of reports – maintenance and vacancies; on-going sexual harassment to maintenance staff; on-going complaints of rudeness to prospective and existing tenants; failure to work scheduled hours; and decrease of work performance.”
143. The letter claimed Plaintiff Mocci’s actions were a “liability to the company” and that Mocci was “insubordinate” which caused a “lack of team effort and trust among staff members.”
144. The letter acknowledged that the Defendants were aware of Plaintiff Mocci’s allegation of illegal actions taken by CPI and claimed that the company does not “promote nor encourage illegal actions of any kind.”
145. In this same letter, Plaintiff Mocci was warned that any future actions of this type would be “grounds for immediate employment termination.” The letter contained no actual descriptions of Plaintiff Mocci’s alleged misconduct.
146. Plaintiff Mocci denied all of the claims in writing.

147. The threatening phone calls continued, which lead Plaintiff Mocci to send a letter on February 2, 2006 to Defendant Dania Molina detailing the threatening phone call incidents.
148. Copies of the letter were also given to Defendants David M. Connolly and Dana Ayala.
149. Defendant Ms. Molina did not respond to this letter or Plaintiff Mocci's expressed fear.
150. Plaintiff Mocci then filed a Complaint with the Plainfield Police Department on the same day.
151. For fear of becoming homeless and desperate to remain employed, Plaintiff Mocci did not resign and Defendants took further retaliatory action against her as follows:
 - a. On April 23, 2007, Connolly verbally informed Plaintiff Mocci that the employment contract was to be unilaterally abrogated and replaced with a commission-based system whereby Plaintiff Mocci was to be compensated \$200 for each apartment leased and would need to fill a quota of renting thirty apartments per month.
 - b. On May 4, 2007, as further punitive action, Plaintiff Mocci was sent an email by David M. Connolly stating that this new

arrangement also entailed that Plaintiff Mocci pay \$900 per month for her apartment.

- c. Under these new conditions imposed by CPI, Plaintiff Mocci would need to lease at least 19 apartments per month to maintain the \$3,750 monthly compensation level provided by the original letter contract. In addition, Plaintiff Mocci would need to lease at least six additional units to compensate for the new \$900 rent payment.
 - d. Plaintiff Mocci thus would be compelled to lease at least 25 apartments per month to maintain the compensation level specified in the 2006 letter contract. The highest number of units previously leased by Plaintiff Mocci in one month was 24. On average, Plaintiff Mocci rented approximately 16-18 apartments per month. Even Plaintiff Mocci's best monthly performance (24 leases) was six units below the new required monthly quota of 30 rentals.
152. Defendants immediately took further punitive action to ensure Plaintiff Mocci could not meet the punitive quota.
153. Defendant reduced Plaintiff Mocci's budget for rental advertising in the local papers, removed Plaintiff Mocci's company cell number as

the contact number from the remaining advertisements, and directed all walk-ins and other leads to KayEllen Dunston, another CPI Leasing Agent.

154. Furthermore, CPI threatened to terminate any employee who directed a “prospective” (tenant) to Plaintiff Mocci.
155. On June 4, 2007, Defendant Dana Ayala presented Plaintiff Mocci with a change of status letter setting forth the terms of the commission and quota based system.
156. Plaintiff Mocci requested time to review and examine the document.
157. After Plaintiff Mocci requested that Defendant Ayala sign the document first, Ayala summarily terminated her.
158. On June 6, 2007, Defendants gave Plaintiff Mocci a Notice to Quit to begin an eviction action.
159. Plaintiff Mocci was threatened that her personal vehicle would be towed from the apartment premises.

H. The operation of the Illegal Scheme directly harmed Plaintiff Mocci

160. For failure to fully participate in and abet the illegal scheme, Defendants deprived Plaintiff Mocci of a legal entitlement to business relations unhampered by schemes prohibited by the RICO predicate statutes.

161. Plaintiff Mocci was entirely deprived of her business interest in the terms agreed upon on January 3, 2006.
162. Due to Plaintiff Mocci's refusal to fully participate in and abet the Defendants in their illegal scheme, Defendants terminated her as CPI leasing agent, causing her to suffer an immediate financial loss in compensation and benefits.
163. As a result of her refusal to fully participate in and abet the illegal scheme, Defendants entirely deprived Plaintiff Mocci of her premises at 1038 Park Avenue, Plainfield, New Jersey.
164. Due to Plaintiff Mocci's failure to fully participate in and abet the illegal scheme, Defendants punished Plaintiff Mocci by increasing her rent from being free as a condition of her employment to \$900/month. However, before paying the new \$900 rent, Plaintiff Mocci was evicted from her apartment due to her refusal to participate in and abet the illegal scheme, causing her a financial loss when she was forced to move and pay to live somewhere else.
165. Plaintiff Mocci's total financial loss for moving expenses and new apartment was over \$3,000 for the first month.
166. Plaintiff Mocci's property value was lessened because of the illegal immigrants, crime, and dilapidated conditions which were all an

- integral part of the success of and a consequence of Defendants' illegal scheme.
167. Plaintiff Mocci suffered fear, distress and humiliation and retaliation from the Defendants' efforts to coerce Plaintiff's participation in discriminatory housing practices in violation of the Fair Housing Act and the New Jersey Conscientious Employment Protection Act.
168. Retaliatory actions were deliberately taken by Defendants, in response to Plaintiff Mocci's unwillingness to fully participate in the Defendants' discriminatory practices.
169. The illegal scheme was the direct and proximate cause of Plaintiff Mocci's injuries.
170. The injuries were inflicted directly on Plaintiff Mocci by Defendants, not upon or through intermediary parties.

I. Plaintiff Linda Elliott was Harmed by CPI's Illegal Scheme

171. Plaintiff Linda Elliott is an American citizen of African American race. Plaintiff Elliot pays \$1144 per month in rent for her apartment in the Central Avenue Apartment Complex.
172. If Plaintiff Elliott chooses to stay at 831 Central Avenue, Apt. 11, Plainfield, New Jersey, 07060, her rent will increase to \$1201 per month on July 1, 2008.

173. The lease requires Plaintiff Elliott to keep her apartment in as good condition as it was at the start of the Lease except for ordinary wear and tear.
174. Plaintiff must pay for all repairs, replacements and damages cause by the act or neglect of the Tenant or Tenant's visitors.
175. When Plaintiff Elliot was first shown the apartment at 831 Central Ave, Apt 11, she was informed by CPI that she had secured the apartment. Plaintiff Elliot signed a contract and paid a deposit of \$1,675 to CPI.
176. However, a few days later Elliot was told by Plaintiff Mocci, in her capacity as a leasing agent for CPI, that the "apartment was promised to someone else," and was instead shown an apartment at Viola's Place to fit her into their practice of steering tenants.
177. Plaintiff Elliott refused and demanded her deposit of \$1,675 returned.
178. A few days later, the "problem" was corrected and she was allowed to rent the original apartment she was shown--831 Central Ave, Apt. 11.
179. CPI refused to rent to Plaintiff Elliott unless her mother co-signed on the lease.

180. Defendants wanted to steer African-Americans away from this complex and instead rent the units in the complex to Hispanics and Caucasians.
181. 831 Central Ave, Apt. 11 was actually available the entire time and CPI falsely informed Plaintiff Elliott that the apartment was not available because of her race.
182. Plaintiff Elliot moved into the Central Avenue Apartment on July 3, 2006.
183. When Plaintiff Elliott moved into her apartment, she was assured by CPI that the property would be clean, however, when she moved in the apartment had cracked windows, a greasy and dirty ceiling fan, dirty and crooked kitchen cabinets which are hard to keep closed, a dirty refrigerator, filthy windows, a broken and rusty medicine cabinet, a crusty shower head, a dirty toilet, scuffed, stained, and unsanded floors, a missing front door security chain, a linen closet with a hole in it, a broken air conditioner, a broken intercom system, a rusty and poorly maintained bathtub, a broken thermostat and heater, a back door with peeling paint, and dirty common hallways. The refrigerator broke down shortly thereafter which she personally

- bought a new refrigerator for which she has not been reimbursed by Defendants.
184. Many of these problems have never been fixed, including her air conditioner about which she has complained to CPI many times without result, her heat, her floors, and her intercom system to allow people to enter the building.
185. When a CPI maintenance person “fixed” Plaintiff Elliott’s medicine cabinet, a gaping hole was left in the wall with exposed wires. After calling CPI for several consecutive days, she took a photo of the exposed wires to the Plainfield Fire Department which cited Defendant Connolly for the violation on July 20, 2006.
186. Plaintiff Elliott was without adequate heat for the entire 2007-2008 winter season. Her wall thermometer would consistently read between 45 and 50 degrees, which is below the required temperature under N.J.S.A 5:10-14.3.
187. Plaintiff Elliott bought portable, electric, space heaters to survive, however, only one could operate at a time because her power goes out if she uses both of them simultaneously. She allowed her son who lives with her to use the only space heater that could be on, while she used a friend’s heavy blanket to stay warm this past winter.

188. CPI discriminates against Plaintiff based upon her race and refuses to make basic repairs to her apartment to make it habitable.

J. Plaintiff Robert Bolmer was harmed by Defendants' Illegal Scheme

189. Plaintiff Robert Bolmer has rented Apartment 5G at the Pingry Arms Apartment Complex, 606 Crescent Avenue, Plainfield, NJ 07060 and resided there since shortly before CPI began to manage the apartment building.

190. Before CPI began managing the Pingry Arms property, mostly African-American and Caucasian tenants resided at the property.

191. During CPI's management of Pingry Arms, the demographic of the tenants has changed to mostly Hispanic.

192. After CPI assumed management of the property, maintenance and conditions markedly deteriorated, and today are far worse than under Plaintiff Bolmer's previous landlord.

193. Plaintiff Bolmer has endured a leaking roof with mold forming in his ceiling, a broken air conditioner, a broken refrigerator, lack of heating, homeless people sleeping in stairwells, an elevator which breaks every few months, broken front and rear door locks, drug dealing in the building, and a flooded hallway outside his door.

194. Plaintiff Bolmer must give 60 days notice to quit, or otherwise be subject to loss of security deposit and/or an automatic one year renewal of his lease.
195. Per his rental contract, CPI may at it's discretion require Plaintiff Bolmer to pay additional money to ensure that the security deposit held by CPI equals 1 ½ months rent at all times.
196. CPI has been promising Plaintiff Bolmer since May of 2005 that it will fix or replace his Air Conditioner, but they have failed to do so.
197. Plaintiff Bolmer's heat does not work properly. In the winter, he must turn the stove on in his apartment to keep warm because the heat will not reach the required temperatures under N.J.S.A 5:10-14.3.
198. Plaintiff Bolmer developed mold allergies from the leaking roof in his apartment to which CPI is aware. CPI did not properly fix the ceiling in his living room, dining room, and bedroom, and Plaintiff Bolmer fears that mold will begin developing again.
199. CPI has also not fixed a hole in the hallway ceiling, outside of Plaintiff Bolmer's door. The hallway flooded 4/28/08 from a rainstorm and Plaintiff Bolmer fears that mold will begin to develop in the carpet and ceiling which will cause additional harm to Plaintiff Bolmer, as CPI has not properly cleaned the carpets or fixed the roof.

200. Plaintiff Bolmer's apartment has subsequently been damaged from additional rain from the hallway ceiling hole which CPI has still not repaired, five weeks after the first flood.
201. Plaintiff Bolmer's floor in his apartment is warped as a result of the leaking hallway next to the kitchen.
202. Plaintiff Bolmer's Apartment Complex, Pingry Arms, does not have its own, individual full-time superintendent. The building superintendent for Pingry Arms is also the superintendent for other CPI managed properties, and is rarely available to Plaintiff Bolmer on weekends as a result.
203. The main entrance door of the Pingry Arms does not lock and CPI has been aware of this since Wednesday, May 28, 2008.
204. CPI rarely cleans the common areas of the apartment complex. When CPI does clean the complex, CPI uses a deodorant that burns Plaintiff Bolmer's eyes. Plaintiff Bolmer has complained to CPI about the deodorant, but CPI continues to use the same deodorant.
205. Because Plaintiff Bolmer was a tenant at Pingry Arms prior to CPI's management, he resides in in a complex to which CPE steers illegal aliens, and which CPI fails to maintain as part of their overall illegal scheme.

206. As a part of Defendants' illegal scheme of renting to illegal aliens, Defendants do not maintain the Pingry Arms complex in as good a condition as other properties managed by Connolly Properties.
207. Plaintiff Bolmer has suffered injury to his rental property as a result of Defendants' Illegal scheme of harboring illegal aliens.

Count I-
Plaintiffs' v. All Defendants
Federal Racketeering 18 U.S.C. 1962(a)

208. Plaintiffs incorporate by reference herein the allegations set forth in paragraphs 1-207 as if fully stated herein at length.
209. The conduct alleged herein constitutes a violation of 18 U.S.C. § 1962(a).
210. All Defendants are "persons," as defined in 18 U.S.C. § 1961(3).
211. Defendants used and invested proceeds from the rental income of the illegal scheme in their purchase of various apartments to further their enterprise.
212. Defendants' also used the income and proceeds from the illegal scheme to pay certain unauthorized alien employees, after co-mingling the money obtained with money obtained from legal tenants residing in the various Connolly Properties.

213. Defendants' racketeering activity affected interstate commerce by encouraging illegal aliens to cross state lines to reside and work in New Jersey and by enabling Defendants to expand their enterprise into Pennsylvania through the purchase of various properties in Allentown, Pennsylvania.
214. Plaintiffs' business or property interests have been injured by reason of Defendant's violation of 18 U.S.C. § 1962(a).
215. Plaintiffs' injuries were directly caused by Defendant's violation of 18 U.S.C. § 1962(a).
216. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover threefold the damages sustained, the costs of suit, including reasonable attorney's fees, and equitable relief.

Count II-
Plaintiffs v. All Defendants
Federal Racketeering 18 U.S.C. 1962(c)

217. Plaintiffs incorporate by reference herein the allegations set forth in paragraphs 1-216 as if fully stated herein at length.
218. The foregoing conduct constitutes a violation of 18 U.S.C. § 1962(c).
219. All Defendants are "persons," as defined in 18 U.S.C. § 1961(3).
220. Defendants engaged in more than two predicate acts in violation of the Immigration and Nationality Act §§ 274(a)(1)(A)(iii) and

274(a)(1)(A)(iv), and of 18 U.S.C. § 1957 within the four years prior to the filing date of this complaint. The violations are RICO predicate acts per 18 U.S.C. § 1961(1)(F), and constitute racketeering activity as defined by 18 U.S.C. 1961(1)(B).

221. Defendants' violations of the Immigration and Nationality Act §§ 274(a)(1)(A)(iii) and 274(a)(1)(A)(iv), and of 18 U.S.C. § 1957, as detailed in this Complaint, were conducted for financial gain and constitute a "pattern of racketeering activity" under 18 U.S.C. § 1961(5).
222. Plaintiffs' business and property interests have been injured by reason of Defendant's violations of 18 U.S.C. § 1962(c).
223. The injuries suffered by Plaintiffs were directly caused by Defendant's violations of 18 U.S.C. § 1962(c).
224. Pursuant to 18 U.S.C. § 1964(c), Plaintiffs are entitled to recover threefold the damages sustained, the costs of suit, including reasonable attorney's fees, and equitable relief.

Count III-
Plaintiffs v. David M. Connolly, Donna X. Connolly, Dana Ayala and
Dania Molina
Violation of 18 U.S.C. § 1962(d)
(By Conspiring to Violate 18 U.S.C. § 1962(c))

225. Plaintiffs incorporate by reference herein the allegations set forth in paragraphs 1-224 as if fully stated herein at length.
226. This claim is asserted against the individual Defendants. All are “persons,” as defined in 18 U.S.C. § 1961(3).
227. Defendants conspired to perpetrate the illegal scheme by joining together to encourage, induce and harbor illegal immigrant workers, in violation of § 274 of the Immigration and Nationality Act, which is made a RICO predicate offense by 18 U.S.C. § 1961(1)(F).
228. The conspiracies to violate 18 U.S.C. § 1962(c) are violations of 18 U.S.C. § 1962(d) and thereby subject each conspirator to joint and several liability for all of the damage caused by all the racketeering acts committed by any of the conspirators.

Count IV-
Plaintiffs v. All Defendants
New Jersey RICO Violation of N.J. Stat. 2C:41-1(a)(2)

229. Plaintiffs incorporate by reference herein the allegations set forth in paragraphs 1-228 as if fully restated hereinafter.

230. The foregoing conduct constitutes a violation of 18 U.S.C. § 1957.
231. Defendants engaged in more than two predicate acts in violation of 18 U.S.C. § 1957 within the four years prior to the filing date of this complaint. The proceeds of these acts were greater than \$10,000.
232. The predicate acts in violation of 18 U.S.C. § 1957 constitute a pattern of racketeering activity as defined by N.J. Stat. § 2C:41-1a(2) (conduct defined as racketeering activity under 18 U.S.C. 1961(1)(B)).
233. Defendants participated directly and indirectly in the conduct of the affairs of Defendants through the pattern of racketeering alleged herein.
234. Defendants acted with the common purpose of implementing and obtaining the unlawful proceeds of the illegal scheme.
235. Defendants conspired to violate N.J. Stat. § 2C:41-2c through their actions alleged above taken in furtherance of the illegal scheme.

Count V-
Plaintiffs v. All Defendants
Federal Housing Act Violation of 42 U.S.C.S. 3601, et seq.

236. Plaintiffs incorporate by reference herein the allegations set forth in paragraphs 1-235 as if fully restated hereinafter.

237. All Defendants are in the business of renting dwellings within the meaning of the Fair Housing Act, 42 U.S.C. § 3603(c).
238. Defendants conduct, including, without limitation, their practice of directing Plaintiff Mocci to steer African American, Hispanic-American, and illegal alien tenants to different segregated apartment buildings or complexes, constitutes a refusal to make housing available or a denial of housing on the basis of race, and national origin in violation of Section 804(e) of the Fair Housing Act, 42 U.S.C. § 3604(a).
239. Defendants' conduct, including, without limitation, their practice of intentionally segregating African American prospectives from Caucasian and Hispanic prospectives and individuals of other national origins, as more fully described herein, *supra*, constitutes discrimination in the terms, conditions, or privileges of rental of a dwelling and/or in the provision of services or facilities in connection therewith, because of race, and national origin in violation of the Fair Housing Act, 42 U.S.C. § 3604(b).
240. Defendants' conduct, including, without limitation, their instruction to Plaintiff Mocci to make misrepresentations to African American prospective tenants about the status and availability for viewing of

CPI-managed apartment units, in particular that a dwelling was not available for inspection or rental when such dwelling was in fact so available, constitutes representations made because of race and national origin in violation of the Fair Housing Act, 42 U.S.C. § 3604(d).

241. Defendants' conduct was intentional, willful, and made in disregard for the rights of others.
242. Plaintiffs are aggrieved persons as defined in 42 U.S.C. § 3602(i), and have been injured by the Defendants discriminatory conduct, and has suffered damages as a result.

Count VI-
Maribel Mocci v. All Defendants
Federal Housing Act Violation of 42 U.S.C.S. 3617 (Retaliation)

243. Plaintiff Mocci incorporates by reference herein the allegations set forth in paragraphs 1-242 as if fully restated hereinafter.
244. Plaintiff Mocci, in the course of her duties as leasing agent, aided and encouraged protected individuals in the exercise or enjoyment of rights protected under 42 U.S.C. § 3603-06.
245. In response to Plaintiff Mocci's aid and encouragement of prospectives' exercise of enjoyment of fair housing rights, Defendants

retaliated against Plaintiff Mocci by threatening and intimidating her in violation of 42 U.S.C. § 3617.

246. Intimidation of Plaintiff Mocci by Defendants included threats and interference with Plaintiff Mocci's right to rent and enjoy her apartment, in violations of the Fair Housing Act, 42 U.S.C. § 3617.

247. Defendants' motivation for retaliation was at least in part to protect their practice of intentional discrimination, including the screening and steering practices which produced unlawful disparate impacts based on race, national origin, income, and disability.

Count VII-
Plaintiffs v. All Defendants
New Jersey Fair Housing Act-Violation of N.J. Stat. § 10:5-12

248. Plaintiffs incorporate by reference herein the allegations set forth in paragraphs 1-247 as if fully restated hereinafter.

249. Defendants discriminated against Plaintiffs on the basis of race, color, national origin in violation of N.J.S.A. § 10:5-12(g).

Count VIII-
Maribel Mocci v. CPI, David M. Connolly, Donna X. Connolly, Dana Ayala and Dania Molina
New Jersey Conscientious Employee Protection Act (CEPA)
Violation of N.J. Stat. 34:19-3(c)(1)

250. Plaintiff Mocci incorporates by reference herein the allegations set forth in paragraphs 1-249 as if fully restated hereinafter.

251. Plaintiff Mocci reasonably believed that the conduct of CPI, through its agents and employees, was conduct violating the federal and New Jersey RICO Acts, through a pattern of predicate acts in violation of 8 USC § 1324 and 18 USC § 1957, as well as conduct violating the federal Fair Housing Act, 42 USC § 3604 et seq.
252. Plaintiff Mocci directly communicated objections to such conduct to CPI management on multiple occasions during 2006 and 2007.
253. As a result of these communications, CPI, through its agents and employees took intentional retaliatory action within the meaning of N.J. Stat. 34:19-2 against the Plaintiff Mocci by making false claims of sexual harassment, characterizing such communications as slander, threatening Plaintiff Mocci with discharge for repeating such allegations, deliberately depriving Plaintiff Mocci of enterprise-generated referrals of prospective rental applicants contacts that are essential for successful leasing, demoting Plaintiff Mocci to impossibly punitive work and compensation conditions, and unlawfully terminating Plaintiff Mocci.

PRAYER FOR RELIEF

254. Plaintiffs respectfully demand judgment and other relief as follows:

- A. Equitable relief, including without limitation temporary, preliminary, and permanent injunctive relief, to divest Defendants of interests and proceeds gained from ongoing racketeering activity; to prohibit Defendants from engaging in similar endeavors, and to otherwise halt and prevent future occurrences of inducing, encouraging and harboring illegal aliens and related racketeering activity, per 18 U.S.C. § 1964(a) and N.J. Stat 2C:41-4(a).
- B. Equitable relief, including without limitation temporary, preliminary, and permanent injunctive relief, to remove the effects of existing housing discrimination practices on the basis of race, national origin, income, and disability and halt and prevent future occurrences of discriminatory screening and steering practices per 42 U.S.C. § 3613(c).
- C. Three times the actual damages to business and property interests of Plaintiffs pursuant to 8 U.S.C. § 1964(c).
- D. Three times the actual damages to property and business interests of Plaintiffs pursuant to N.J. Stat. 2C:41-4(c).

- E. Actual damages, compensatory damages and punitive damages for discriminatory practices on the basis of race, national origin, and disability in violation of 42 U.S.C. § 3604 *et seq.*
- F. Actual damages, compensatory damages and punitive damages for discriminatory practices in violation of N.J.S.A. § 10:5-12 *et seq.*
- G. Actual damages of the value plus interests of all lost wages and benefits, quiet use of the Hickory Arms apartment 1038 Park Avenue, Plainfield, New Jersey, a civil fine of \$10,000 pursuant to N.J. Stat. 34:19-5(d) and 19-5(e), and any other damages available by statute.
- H. Reasonable Attorney's fees and costs of suit pursuant to 18 U.S.C. § 1964(c), 42 U.S.C. 3613(c)(2), & N.J. Stat. 2C:41-4(c).
- I. Civil penalties of three times the amount of monetary gain obtained by Defendants through their Illegal Scheme pursuant to N.J. Stat. 2C:41-4(a)(8).
- J. Other appropriate relief as Court deems just and proper.

REQUEST FOR TRIAL BY JURY

A jury of twelve is hereby demanded.

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