

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

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NORTH STATE AUTOBAHN INC. d/b/a
North State Custom and GREGORY COCCARO
a/k/a Greg Cocco, Jr.,

Date Filed: 04/ /18
Index No. /2018

Plaintiffs,

Plaintiff designates
Westchester County
as the place of trial.

-against-

CELEBRITY AUTO OF WESTCHESTER, LLC
d/b/a Mercedes-Benz of Goldens Bridge and
THOMAS MAOLI a/k/a Tom Maoli,

SUMMONS WITH NOTICE

Defendants.

Defendants have offices in
Westchester County

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To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint and to serve a copy of your answer, or, if the complaint is not served with this summons to serve a notice of appearance, on the Plaintiff's Attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded herein.

Dated: New York, New York
April 13, 2018

STRASSBERG & STRASSBERG, P.C. Law Offices of Anthony J. Mamo, Jr., P.C.

s/
By: Robert Strassberg
Attorneys for Plaintiff
7 West 36th Street 16th Floor
New York, New York 10018
(212) 736-9500
Robert@Strassbergpc.com

s/
By: Anthony J. Mamo, Jr.
Attorneys for Plaintiff
47 Beekman Avenue, Suite 103
Sleepy Hollow, NY 10591
(914) 631-5050
Mamolaw@outlook.com

Defendants' Names and Addresses:
CELEBRITY AUTO OF WESTCHESTER, LLC d/b/a Mercedes-Benz of Goldens Bridge:
321 Route 22, Goldens Bridge, New York 10526
THOMAS MAOLI a/ka Tom Maoli: 85 Roxiticus Road Far Hills, New Jersey 07931

Notice: The nature of this action is breach of contract, trade libel and tortious interference with prospective economic advantage

The relief sought is money damages, injunction.

UPON YOUR FAILURE TO APPEAR, JUDGMENT WILL BE TAKEN AGAINST YOU BY DEFAULT FOR THE RELIEF DEMANDED IN THE COMPLAINT AND THE COSTS OF THIS ACTION.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF WESTCHESTER

-----X
NORTH STATE AUTOBAHN INC. d/b/a
North State Custom and GREGORY COCCARO
a/k/a Greg Coccaro, Jr.,

Index No.:

Plaintiffs,

-against-

VERIFIED COMPLAINT

CELEBRITY AUTO OF WESTCHESTER, LLC
d/b/a Mercedes-Benz of Goldens Bridge, and
THOMAS MAOLI a/k/a Tom Maoli,

Defendants.

-----X

Plaintiffs, NORTH STATE AUTOBAHN INC. d/b/a North State Custom and Gregory
Coccaro a/k/a/ Greg Coccaro, Jr., their its attorneys, Strassberg & Strassberg, P.C. and The Law
Offices of Anthony J. Mamo, Jr., P.C. as and for their complaint, respectfully show and allege that:

The Parties

1. At all times herein set forth, plaintiff NORTH STATE AUTOBAHN INC. d/b/a
North State Custom (“North State Custom”) was and still is a corporation duly organized and
existing under and by virtue of the laws of the State of New York, and maintains an office for the
conduct of its business in the County of Westchester, in the Hamlet of Bedford Hills in the Town
of Bedford, and the State of New York.

2. At all times herein set forth, plaintiff Gregory Coccaro a/k/a Greg Coccaro, Jr. (“Mr.
Coccaro”) was and still is a resident of the County of Putnam, in the Hamlet of Mahopac in the
town of Carmel, and State of New York. Mr. Coccaro is a shareholder and president of North
State Custom, where he works.

3. Upon information and belief, at all times herein set forth, defendant CELEBRITY AUTO OF WESTCHESTER, LLC d/b/a Mercedes-Benz of Goldens Bridge (“Celebrity”) was and still is a New Jersey limited liability company duly organized and existing under and by virtue of the laws of the State of New Jersey, is authorized to do business in the State of New York, and maintains an office for the conduct of its business in the County of Westchester, in the Hamlet of Goldens Bridge in the Town of Lewisboro, and the State of New York.

4. Upon information and belief, at all times herein set forth, defendant Thomas Maoli a/d/a Tom Maoli (“Tom Maoli”) was and still is a resident of the County of Somerset, State of New Jersey, with a place of business at Celebrity in the County of Westchester, in the Hamlet of Goldens Bridge in the Town of Lewisboro, and the State of New York.

Background

5. North State Custom is an automobile collision repair shop. North State Custom is factory trained in repairing Audi, Cadillac, and Volkswagon automobiles and is a certified collision repair facility for Tesla, Audi, Cadillac, and Volkswagon as well as a BMW approved body, paint and aluminum repair facility.

6. From 2003 through early 2017, North State Custom was a Mercedes-Benz USA, LLC (“MBUSA”) factory trained and certified collision repair facility. During that time period, with the MBUSA required (no cost) sponsorship of the local Golden’s Bridge MBUSA franchisee, North State Custom met all of MBUSA’s requirements [subject to a re-certification audit every two (2) years] in terms of purchasing and maintaining equipment, obtaining training for its employees, maintaining their facilities in accordance with MBUSA standards and any other requirement or standard of MBUSA such that North State Custom was repeatedly and continuously certified in MBUSA’s Collision Repair Facility Program.

7. Sometime in or around 2017, Celebrity acquired the MBUSA franchise for the Mercedes-Benz dealership located in and around Goldens Bridge, New York.

The Underlying Lawsuit

8. As a result of certain actions committed on the part of Celebrity and others, on October 18, 2017, North State Custom brought an action in this Court against Celebrity and certain other defendants bearing Index No. 67559/2017 (the “Underlying Lawsuit”). Amongst other things, North State Custom claimed Celebrity: (i) breached New York State General Business Law Section 349 et. seq.; (ii) tortiously interfered with North State Custom’s contract with MBUSA; and (iii) tortiously interfered with North State’s prospective economic/business advantage.

9. Copies of the Complaint and Amended Complaint e-filed in the Underlying Lawsuit are respectively NYSCEF Doc. No. 1 and 28. A copy of the proposed Second Amended Complaint is annexed hereto as Exhibit “1”.

10. Within the Underlying Lawsuit, Celebrity asserted a Counter-Claim and Third-Party Complaint against Mr. Coccaro (North State’s president), asserting claims of defamation, trade libel, abuse of process, tortious interference with prospective economic advantage, and false light.

11. A copy of the Counter-Claim and Third Party Complaint e-filed in the Underlying Lawsuit is NYSCEF Doc. No. 27.

The Resolution of the Underlying Lawsuit

12. Pursuant to a written Stipulation of Settlement, (The “Settlement Agreement”) the parties to the Underlying Action agreed to settle all claims asserted therein and further agreed that the terms of the Stipulation of Settlement are confidential and that they have not disclosed, and will not in the future disclose, such terms to any third party...and that if any party is asked about

the Stipulation of Settlement, the party asked will respond as follows: “the Parties have resolved their differences without the exchange of money and are satisfied with the resolution.”

13. A copy of the Settlement Agreement, redacted at MBUSA’s request, is annexed hereto as Exhibit “2”.

14. On March 13, 2018 a Stipulation of Discontinuance with prejudice was filed in the Underlying Action [see NYSCEF Doc. No. 42]. The execution of the Stipulation of Discontinuance with prejudice was provided for in the Stipulation of Settlement.

**Celebrity and Tom Maoli’s Misrepresentations
and Violations of the Confidentiality Portion
of the Stipulation of Settlement**

15. Upon information and belief, Tom Maoli is president, chief executive officer, and a member of Celebrity.

16. Upon information and belief, on or about April 2, 2018, Tom Maoli issued, or directed to be issued, a press release to Cision PR Newswire, a trade industry publication, which it published (“Cision PR Newswire Article”).

17. A copy of the Cision PR Newswire Article is annexed as Exhibit “3”.

18. The Cision PR Newswire Article, amongst other things, falsely claims: (i) “Mercedes-Benz of Goldens Bridge is **Vindicated as North State Drops its Claims**”; (ii) “**North State Autobahn d/b/a North State Custom Body Repair has made egregious allegations** against Mercedes-Benz of Goldens Bridge ... claiming Mercedes-Benz of Goldens Bridge was engaging in illegal business tactic including demanding kickbacks...”; (iii) Celebrity Motor Cars and/or its owner Tom Maoli has never demanded kickbacks; (iv) the Underlying “[L]itigation has been **retracted by North State’s owner Greg Coccoaro Jr.**”; and (v) Mercedes-Benz of Goldens

Bridge, Celebrity Motor Cars and/or its owner Tom Maoli has never demanded kickbacks or participated in any kind of illegal activity.” [Emphasis supplied].

19. Upon information and belief, on or about April 2, 2018, Tom Maoli issued, or directed to be issued, a press release to FenderBender.com, a trade industry publication.

20. Upon information and belief, based upon the press release issued by Tom Maoli or at his direction, on or about April 4, 2018, FenderBender.com, published an article (“FenderBender.com Article”).

21. A copy of the FenderBender.com Article is annexed as Exhibit “4”.

22. Upon information and belief, the FederBender.com Article published portions of the press release: (i) with a headline that falsely claims “North State Custom Auto Body Repair has retracted a lawsuit against Mercedes-Benz of Goldens Bridge”; and (ii) follow up language describing claims in the Underlying Lawsuit as “[i]n 2017, North State Custom Auto Body Repair claimed Mercedes-Benz of Goldens Bridge was in engaging in illegal business tactics. The shop claimed the illegal tactics were demanding kickbacks.”

23. Upon information and belief, on or about April 3, 2018, Melanie Borden, the media contact at Celebrity, issued an email to each of Celebrity’s “Valued Customers” for which Celebrity has an email contact (“Press Release Email”).

24. Upon information and belief, Melanie Borden issued the Press Release Email at the direction of Tom Maoli and Celebrity.

25. A copy of a Press Release Email, with this particular “Valued Customer’s” name redacted, is annexed as Exhibit “5”.

26. Upon information and belief, many of the people who were sent and received the Press Release Email are customers of North State Custom.

27. Upon information and belief, many of the people who were sent and received the Press Release Email are potential customers of North State Custom.

28. The Press Release Email, amongst other things, falsely claims: (i) “ In 2017, North State Autobahn d/b/a North State Custom Body Repair **has made egregious allegations** against Mercedes-Benz of Goldens Bridge ... and its owner Tom Maioli, claiming Mercedes-Benz of Goldens Bridge was engaging in illegal business tactics including demanding kickbacks and is presently suing both the dealership and Mercedes-Benz USA”; (ii) “This litigation has been **retracted by North State’s owner Greg Coccoaro Jr.**”; (iii) “Mercedes-Benz of Goldens Bridge, Celebrity Motor Cars and/or its owner Tom Maoli has never demanded kickbacks or participated in any kind of illegal activity” and “Mercedes-Benz of Goldens Bridge NY is Vindicated as North State Drops its Claims; and (iv) “The process for [sic] working with subcontractors performing body work on automotive repairs and taking a % Fee is not illegal.” [Emphasis supplied].

29. Upon information and belief, on or about April 2, 2018, Tom Maoli issued, or directed to be issued, a press release to Repairer Driven News, a trade industry publication.

30. On or about April 3, 2018, Repairer Driven News, published an article (“RDN Article”).

31. A copy of the RDN Article is annexed as Exhibit “6”.

32. The RDN article repeated Celebrity’s claim that it was “vindicated” and characterized that claim as being both contained in a press release and that Celebrity was advertising that same was true. RDN did not repeat all of Celebrity’s false claims but instead questioned Celebrity’s actions and veracity.

33. Celebrity and Tom Maoli made their false statements in reckless and/or intentional disregard for truth.

34. Celebrity and Tom Maoli had no basis to make the false statements that they willfully made to third parties regarding North State Custom's business and its practices. Celebrity and Tom Maoli had no basis to: (i) mischaracterize North State Custom's allegations in the underlying lawsuit as "egregious"; (ii) claim that Celebrity was "vindicated" by the settlement and discontinuance of the Underlying Litigation; or (iii) claim that North State Custom's owner, Mr. Coccaro "retracted" the Underlying Litigation.

35. Celebrity and Tom Maoli had no basis to make the false statements that they willfully made to third parties regarding Mr. Coccaro's business and his practices, and no basis to claim North State Custom's president and part owner, Mr. Coccaro, "retracted" the Underlying Litigation.

AS AND FOR A FIRST CAUSE OF ACTION
BY NORTH STATE CUSTOM AGAINST CELEBRITY
(Breach of the Settlement Agreement)

36. North State Custom hereby repeats and realleges each of the allegations set forth in paragraphs 1 through 35 set forth hereinabove, as if same were fully set forth fully herein.

37. North State Custom fully complied with terms of the Stipulation of Settlement, satisfying all its obligations thereunder.¹

38. Celebrity breached the Stipulation of Settlement by: (i) disclosing the terms of settlement, including false terms of settlement, to a third party and in terms other than "the Parties have resolved their differences without the exchange of money and are satisfied with the resolution"; (ii) issuing a false and misleading press release to Cision PR Newswire; (iii) issuing a false and misleading press release to FenderBender.com; (iv) issuing a false and misleading press

¹ While North State did not exchange releases with Celebrity, it did offer to do so through counsel – an offer to which Celebrity failed to respond.

release to Repairer Driven News; and (v) issuing false and misleading emails to its “valued customers”.

40. As a result of Celebrity’s breach, amongst other things, North State Custom seeks: (i) a determination that North State Custom is no longer bound by the confidentiality provision of the Settlement Agreement to the extent that it may disclose the terms of the settlement to correct the false and misleading press releases and emails issued by or on behalf of defendant(s); and (ii) damages in an amount to be determined at trial but believed to be no less than the sum of \$2,500,000.00 for damages to it business and reputation.

AS AND FOR A SECOND CAUSE OF ACTION
BY NORTH STATE CUSTOM
AGAINST DEFENDANTS
(Trade Libel)

41. North State Custom hereby repeats and realleges each of the allegations set forth in paragraphs 1 through 40 set forth hereinabove, as if same were fully set forth fully herein.

42. Defendants engaged in the publication of certain material, derogatory and disparaging comments concerning North State Custom, its business practices and integrity, of a kind calculated and intended to lower North State Custom’s general reputation in the community and/or deter or prevent others from dealing with or conducting business with North State Custom, or to otherwise interfere adversely with North State Custom’s business relationships with others.

43. Celebrity and Tom Maoli’s publication of such material concerning North State Custom, in the form of press releases (for further publication) and emails to its customers, constituted communications to third parties that were false and played a material and substantial part in leading others and/or constituting a proximate cause for others to cease dealing with or not to deal with North State Custom.

44. Celebrity and Tom Maoli's communications concerning North State Custom were false and such false statements were made intentionally and with actual malice and with knowing and intentional disregard of the agreed upon limitations on any communications regarding the settlement of the Underlying Lawsuit.

45. The statements concerning North State Custom made by Celebrity and Tom Maoli were and are defamatory.

46. As a direct and proximate result of Celebrity and Tom Maoli's improper conduct, as set forth above, North State Custom has been damaged in its business and reputation and suffered and will continue to suffer damages in an amount to be determined at trial but believed to be no less than \$2,500,000.00.

47. Celebrity and Tom Maoli's improper conduct, has been intentional, willful, malicious and so plainly in violation of their agreed upon conduct that North State Custom is entitled to punitive damages in an amount to be determined at trial.

AS AND FOR A THIRD CAUSE OF ACTION
BY NORTH STATE CUSTOM
AGAINST DEFENDANTS
(Trade Libel)

48. North State Custom hereby repeats and realleges each of the allegations set forth in paragraphs 1 through 47 set forth hereinabove, as if same were fully set forth fully herein.

49. Furthermore, if Celebrity and Tom Maoli are not permanently enjoined from making such statements, North State Custom will continue to suffer such injury and continue to incur damages.

50. North State Custom has no adequate remedy at law to prevent Celebrity and Tom Maoli from further damaging its business and reputation.

AS AND FOR A FOURTH CAUSE OF ACTION
BY NORTH STATE CUSTOM
AGAINST DEFENDANTS
(Tortious Interference With Prospective Economic Advantage)

51. North State Custom hereby repeats and realleges each of the allegations set forth in paragraphs 1 through 49 set forth hereinabove, as if same were fully set forth fully herein.

52. By intentionally, willfully and maliciously interfering with North State Custom's business by and through their publication of false statements to third parties, Celebrity and Tom Maoli have tortuously interfered with North State Custom's prospective economic advantage.

53. Celebrity and Tom Maoli's conduct was willful, intentional and with malice for the sole purpose of harming North State Custom.

54. Celebrity and Tom Maoli's conduct consisted of dishonest, unfair and/or improper means.

55. As a direct and proximate result of Celebrity and Tom Maoli's conduct, North State Custom has suffered and continued to suffer damages and injuries to its business relationships.

56. As a result of the aforesaid, North State Custom has suffered damages in an amount to be determined at trial but believed to be in excess of \$2,500,000.00.

AS AND FOR A FIFTH CAUSE OF ACTION
BY MR. COCCARO AGAINST CELEBRITY
(Breach of the Settlement Agreement)

57. Plaintiff North State Custom hereby repeats and alleges all of the allegations set forth in paragraphs 1 through 56 set forth hereinabove, as if same were fully set forth fully herein.

58. Mr. Coccaro fully complied with terms of the Stipulation of Settlement, satisfying all its obligations thereunder.²

59. Celebrity breached the Stipulation of Settlement by: (i) disclosing the terms of settlement, including false terms of settlement, to a third party and in terms other than “the Parties have resolved their differences without the exchange of money and are satisfied with the resolution”; (ii) issuing a false and misleading press release to Cision PR Newswire; (iii) issuing a false and misleading press release to FenderBender.com; (iv) issuing a false and misleading press release to Repairer Driven News; and (v) issuing false and misleading emails to its “valued customers”.

60. As a result of Celebrity’s breach, amongst other things, Mr. Coccaro seeks: (i) a determination that Mr. Coccaro is no longer bound by the confidentiality provision of the Settlement Agreement and it may disclose the terms of the settlement; and (ii) damages in an amount to be determined at trial but believed to be no less than the sum of \$2,500,000.00 for damages to his business and reputation.

AS AND FOR A SIXTH CAUSE OF ACTION
BY MR. COCCARO AGAINST DEFENDANTS
(Trade Libel)

61. Mr. Coccaro hereby repeats and realleges all of the allegations set forth in paragraphs 1 through 52 set forth hereinabove, as if same were set forth fully herein.

62. Defendants engaged in the publication of certain material, derogatory and disparaging comments concerning Mr. Coccaro, his business practices and integrity, of a kind calculated and intended to lower Mr. Coccaro’s general reputation in the community and/or deter or prevent

² While North State did not exchange releases with Celebrity, it did offer to do so through counsel – an offer to which Celebrity failed to respond.

others from dealing with or conducting business with Mr. Coccaro, or to otherwise interfere adversely with Mr. Coccaro's business relationships with others.

63. Celebrity and Tom Maoli's publication of such material concerning Mr. Coccaro, in the form of press releases (for further publication) and emails to its customers, constituted communications to third parties that were false and played a material and substantial part in leading others and/or constituting a proximate cause for others to cease dealing with or not to deal with Mr. Coccaro.

64. Celebrity and Tom Maoli's communications concerning Mr. Coccaro were false and such false statements were made intentionally and with actual malice and with knowing and intentional disregard of the agreed upon limitations on any communications regarding the settlement of the Underlying Lawsuit.

65. The statements concerning Mr. Coccaro made by Celebrity and Tom Maoli were and are defamatory.

66. As a direct and proximate result of Celebrity and Tom Maoli's improper conduct, as set forth above, Mr. Coccaro has been damaged in his business and reputation and suffered and will continue to suffer damages in an amount to be determined at trial but believed to be no less than \$2,500,000.00.

67. Celebrity and Tom Maoli's improper conduct, has been intentional, willful, malicious and so plainly in violation of their agreed upon conduct that Mr. Coccaro is entitled to punitive damages in an amount to be determined at trial.

AS AND FOR A SEVENTH CAUSE OF ACTION
BY MR. COCCARO AGAINST DEFENDANTS
(Trade Libel)

68. North State Custom hereby repeat and allege of the allegations set forth in paragraphs 1 through 67 set forth hereinabove, as if same were fully set forth fully herein.

69. Furthermore, if Celebrity and Tom Maoli are not permanently enjoined from making such statements, Mr. Coccaro will continue to suffer such injury and continue to incur damages.

70. Mr. Coccaro has no adequate remedy at law to prevent Celebrity and Tom Maoli from further damaging his business and reputation.

AS AND FOR AN EIGHTH CAUSE OF ACTION
BY MR. COCCARO AGAINST DEFENDANTS
(Tortious Interference With Prospective Economic Advantage)

71. Mr. Coccaro hereby repeats and realleges each of the allegations set forth in paragraphs 1 through 70 set forth hereinabove, as if same were fully set forth fully herein.

72. By intentionally, willfully and maliciously interfering with Mr. Coccaro's business by and through their publication of false statements to third parties, Celebrity and Tom Maoli have tortuously interfered with Mr. Coccaro's prospective economic advantage.

73. Celebrity and Tom Maoli's conduct was willful, intentional and with malice for the sole purpose of harming Mr. Coccaro.

74. Celebrity and Tom Maoli's conduct consisted of dishonest, unfair and/or improper means.

75. As a direct and proximate result of Celebrity and Tom Maoli's conduct, Mr. Coccaro has suffered and continued to suffer damages and injuries to his business relationships.

76. As a result of the aforesaid, Mr. Coccaro has suffered damages in an amount to be determined at trial but believed to be in excess of \$2,500,000.00.

WHEREFORE, Plaintiffs demands judgment against the defendants as follows:

ON THE FIRST CAUSE OF ACTION

(a) Judgment for NORTH STATE AUTOBAHN INC. d/b/a North State Custom against defendants that North State Custom is no longer bound by the confidentiality provision of the Settlement Agreement to the extent that it may disclose the terms of the settlement to correct the false and misleading press releases and emails issued by or on behalf of defendant(s);

(b) Judgment for NORTH STATE AUTOBAHN INC. d/b/a North State Custom against defendants in an amount to be determined as trial but believed to be in excess of a \$2,500,000.00 with interest.

(c) The costs and disbursements of this action.

(d) For such other and further relief as to this Court may seem just and proper.

ON THE SECOND CAUSE OF ACTION

(e) Judgment for NORTH STATE AUTOBAHN INC. d/b/a North State Custom against defendants in an amount to be determined as trial but believed to be in excess of a \$2,500,000.00 with interest.

(f) The costs and disbursements of this action.

(g) For such other and further relief as to this Court may seem just and proper.

ON THE THIRD CAUSE OF ACTION

(h) Judgment for NORTH STATE AUTOBAHN INC. d/b/a North State Custom against defendants permanently enjoining the defendants from: referring to the settlement of the action in this court bearing Index No. 67559/2017 in any fashion other than “The parties have resolved their differences without the exchange of any money and are satisfied with the resolution.”

(i) The costs and disbursements of this action.

(j) For such other and further relief as to this Court may seem just and proper.

ON THE FOURTH CAUSE OF ACTION

(k) Judgment for NORTH STATE AUTOBAHN INC. d/b/a North State Custom against defendants in an amount to be determined as trial but believed to be in excess of a \$2,500,000.00 with interest.

(l) The costs and disbursements of this action.

(m) For such other and further relief as to this Court may seem just and proper.

ON THE FIFTH CAUSE OF ACTION

(n) Judgment for GREGORY COCCARO a/k/a Greg Coccaro, Jr. against defendants that GREGORY COCCARO a/k/a Greg Coccaro, Jr. is no longer bound by the confidentiality provision of the Settlement Agreement to the extent that he may disclose the terms of the settlement to correct the false and misleading press releases and emails issued by or on behalf of defendant(s);

(o) Judgment for GREGORY COCCARO a/k/a Greg Coccaro, Jr. against defendants in an amount to be determined as trial but believed to be in excess of a \$2,500,000.00 with interest.

(p) The costs and disbursements of this action.

(q) For such other and further relief as to this Court may seem just and proper.

ON THE SIXTH CAUSE OF ACTION

(r) Judgment for GREGORY COCCARO a/k/a Greg Coccaro, Jr. against defendants in an amount to be determined as trial but believed to be in excess of a \$2,500,000.00 with interest.

(s) The costs and disbursements of this action.

(t) For such other and further relief as to this Court may seem just and proper.

ON THE SEVENTH CAUSE OF ACTION

(u) Judgment for GREGORY COCCARO a/k/a Greg Coccaro, Jr. against defendants permanently enjoining the defendants from: referring to the settlement of the action in this court bearing Index No. 67559/2017 in any fashion other than “The parties have resolved their differences without the exchange of any money and are satisfied with the resolution.”

(v) The costs and disbursements of this action.

(w) For such other and further relief as to this Court may seem just and proper.

ON THE EIGHTH CAUSE OF ACTION

(x) Judgment for GREGORY COCCARO a/k/a Greg Coccaro, Jr. against defendants in an amount to be determined as trial but believed to be in excess of a \$2,500,000.00 with interest.

(y) The costs and disbursements of this action.

(z) For such other and further relief as to this Court may seem just and proper.

Dated: New York, New York
April 13, 2018

Yours, etc.,

STRASSBERG & STRASSBERG, P.C.

Law Offices of Anthony J. Mamo, Jr., P.C.

s/
By: Robert Strassberg
Attorneys for Plaintiff
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New York, New York 10018
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Robert@Strassbergpc.com

s/
By: Anthony J. Mamo, Jr.
Attorneys for Plaintiff
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(914) 631-5050
Mamolaw@outlook.com

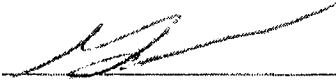
STATE OF NEW YORK)
)ss.:
COUNTY OF WESTCHESTER)

Gregory Coccoaro, being duly sworn, deposes and says:

The deponent is president of the plaintiff NORTH STATE AUTOBAHN INC. d/b/a North State Custom and the individual plaintiff herein Gregory Coccoaro a/k/a Greg Coccoaro, Jr. ; deponent has read the foregoing complaint and knows the contents thereof; and the same is true to deponent's own knowledge, except as to those matters therein stated to be alleged upon information and belief, and as to those matters deponent believes it to be true. Deponent makes this verification because he is an individual plaintiff and the president of NORTH STATE AUTOBAHN INC. d/b/a North State Custom, a corporation.


The grounds of deponent's belief as to all matters not stated upon deponent's own knowledge are as follows:

Books and records of the corporation.



Gregory Coccoaro

Sworn to before me this
13th day of April, 2018



Notary Public

ANTHONY J. MAMO
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02MA6014941
QUALIFIED IN WESTCHESTER COUNTY
MY COMMISSION EXPIRES OCT 20, 18