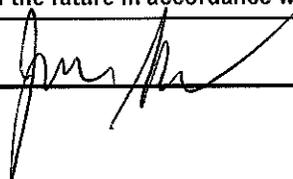


Appendix XII-B1

 CIVIL CASE INFORMATION STATEMENT (CIS) Use for initial Law Division Civil Part pleadings (not motions) under <i>Rule 4:5-1</i> Pleading will be rejected for filing, under <i>Rule 1:5-6(c)</i>, if information above the black bar is not completed or attorney's signature is not affixed		FOR USE BY CLERK'S OFFICE ONLY			
		ATTORNEY / PRO SE NAME James Shah		TELEPHONE NUMBER (856) 858-1770	COUNTY OF VENUE Camden
		FIRM NAME (if applicable) Shepherd Finkelman Miller & Shah, LLP		DOCKET NUMBER (when available)	
		OFFICE ADDRESS 475 White Horse Pike, Collingswood, NJ 08107		DOCUMENT TYPE Complaint	
		NAME OF PARTY (e.g., John Doe, Plaintiff) Michael A. Wilson, Plaintiff		CAPTION Michael A. Wilson, On Behalf of Himself and All Others Similarly Situated vs. AAA South Jersey, Inc.	
CASE TYPE NUMBER (See reverse side for listing) 699	HURRICANE SANDY RELATED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE <i>N.J.S.A. 2A:53 A -27</i> AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.			
RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, LIST DOCKET NUMBERS			
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input type="checkbox"/> UNKNOWN			
THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE.					
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION					
DO PARTIES HAVE A CURRENT, PAST OR RECURRENT RELATIONSHIP? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		IF YES, IS THAT RELATIONSHIP: <input type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS			
DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
USE THIS SPACE TO ALERT THE COURT TO ANY SPECIAL CASE CHARACTERISTICS THAT MAY WARRANT INDIVIDUAL MANAGEMENT OR ACCELERATED DISPOSITION					
 DO YOU OR YOUR CLIENT NEED ANY DISABILITY ACCOMMODATIONS? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION			
WILL AN INTERPRETER BE NEEDED? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		IF YES, FOR WHAT LANGUAGE?			
I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with <i>Rule 1:38-7(b)</i> .					
ATTORNEY SIGNATURE: 					

Side 2



CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (including declaratory judgment actions)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (summary action)
- 999 OTHER (briefly describe nature of action)

Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE – PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE – PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE – PROPERTY DAMAGE
- 621 UM or UIM CLAIM (includes bodily injury)
- 699 TORT – OTHER

Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | |
|--|---|
| 271 ACCUTANE/ISOTRETINOIN | 292 PELVIC MESH/BARD |
| 274 RISPERDAL/SEROQUEL/ZYPREXA | 293 DEPUY ASR HIP IMPLANT LITIGATION |
| 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 295 ALLODERM REGENERATIVE TISSUE MATRIX |
| 282 FOSAMAX | 296 STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS |
| 285 STRYKER TRIDENT HIP IMPLANTS | 297 MIRENA CONTRACEPTIVE DEVICE |
| 286 LEVAQUIN | 299 OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR |
| 287 YAZ/YASMIN/OCELLA | 300 TALC-BASED BODY POWDERS |
| 289 REGLAN | 601 ASBESTOS |
| 290 POMPTON LAKES ENVIRONMENTAL LITIGATION | 623 PROPECIA |
| 291 PELVIC MESH/GYNECARE | 624 STRYKER LFIT CoCr V40 FEMORAL HEADS |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category Putative Class Action Title 59

membership benefits also include travel-related services and information, insurance services, and financial services to residents of New Jersey.

2. This action seeks to provide redress to consumers who have been harmed by the false and misleading marketing practices Defendant has engaged in regarding class (defined below) members' renewal of their annual memberships with AAA. As set forth more fully below, when a membership is renewed after its expiration, AAA backdates the new membership's start date to the date on which the prior membership expired. Thus, for example, when a member renews his membership two months after it has expired, he receives only 10 months of membership benefits, despite paying a full 12-month annual fee to renew his membership. By this action, Plaintiff seeks to recover the membership revenues AAA has collected for months that were not covered by the annual membership and to enjoin this unfair, deceptive, and unlawful business practice from continuing in the future.

3. Plaintiff and the members of the class have been damaged and suffered an ascertainable loss as a result of Defendant's conduct.

4. As set forth more fully below, Defendant's conduct constitutes a breach of contract, as well as violation of the New Jersey Consumer Fraud Act, N.J.S.A. § 56:8-1, *et seq.* ("CFA").

5. Though this action, Plaintiff seeks actual damages, statutory damages, attorneys' fees and costs and all other relief available to the class as a result of AAA's unlawful conduct.

JURISDICTION AND VENUE

6. This Court has subject matter jurisdiction to remedy Defendant's violations of state consumer protection laws and common law by its practices throughout New Jersey.

7. Venue is proper in Camden County because Plaintiff purchased his AAA membership in this county, Defendant conducts business throughout this county, and a substantial part of the events or omissions giving rise to Plaintiff's claims took place within, and emanated from, this county.

THE PARTIES

8. Plaintiff is a resident and citizen of Collingswood, Camden County, New Jersey.

9. AAA is a New Jersey corporation which maintains its headquarters and principal place of business in Voorhees, Camden County, New Jersey. According to AAA's website, www.southjersey.aaa.com, Defendant maintains four branch offices, in Millville, Voorhees, Mullica Hill, and Sewell, New Jersey.

10. AAA is affiliated with non-party American Automobile Association, Inc., which is a nationwide federation of affiliated automobile clubs. "Each AAA club is an independent, not-for-profit organization, chartered and incorporated in its own state and controlled by its own Board of Directors. In order to be affiliated with AAA, each club agrees to provide certain standard services to its own members, as well as members of other AAA clubs. The individual club owns the territory in which it resides, and membership is based on residence."

<http://www.aaa.com/PPInternational/International.html>.

STATEMENT OF FACTS

Facts Common to Plaintiff and the Class

11. Defendant provides its members with roadside assistance such as towing vehicles, changing flat tires, jump-starts, battery starts and replacements, and fuel delivery services, among others. Through its affiliation with the national organization, AAA also provides its members with numerous other automobile-related services, such as tour books, guides and maps,

travel agency services, passport photo services, foreign currency services, discounts and special rates on insurance and financial products, retail purchases, and on the prices of various attractions.

12. AAA's website touts the benefits of membership. See www.southjersey.aaa.com.

13. On its website and through other types of promotions, AAA offers to sell one-year initial memberships and one-year renewal memberships. The annual membership dues charged are the same for both initial and renewal terms. Although AAA charges a \$10 "one-time enrollment fee" for South Jersey members along with a member's first year dues, this "one-time enrollment fee" does not apply to renewal memberships.

14. On its membership page, AAA's membership fees are set forth under the heading, "Which membership is right for you?"

15. According to its website, AAA offers three types of paid memberships, designated "Basic Membership," "Plus Membership," and "Premier Membership." Another type of membership, "Associate Membership," pertains to the addition of others living in a member's household, such as children attending college, to the roadside assistance coverage. All of the memberships are referred to as "annual" memberships and many of the described benefits involve redeeming the benefit a certain number of times "per year."

16. The regular membership in AAA is the Basic Membership. Basic Membership provides the named member with the basic privileges, benefits and services offered by AAA, including three miles of towing, *four service calls per year*, battery service, fuel service, and auto lockout service, as well as other benefits, as described in the Membership Handbook. For South Jersey members, the Basic Membership costs \$53 *per year*. An additional one-time

enrollment fee of \$10 is charged when the Basic Membership is first opened by a South Jersey member. Road service benefits are available immediately after the purchase of a membership.

17. An Associate Membership is available to other persons of driving age living in the same residence as the primary member. There must be a Basic (or Plus or Premier) Member in the household before an Associate Member may enroll. The Associate Member receives a separate membership card and is entitled to all the privileges, benefits and services available to the Primary Member, but at a reduced rate of \$39 per year in South Jersey.

18. AAA also offers a AAA Plus Membership. In addition to the benefits of the Basic Membership, AAA Plus Membership provides an optional, enhanced benefit package of certain AAA services, including expanded free towing coverage up to 100 miles and free fuel, as well as one set of free passport photos *per year*. For South Jersey members, the Plus Membership costs \$85 per year. An additional, one-time enrollment fee of \$10 is charged when the Plus Membership is first opened by a South Jersey member.

19. The highest type of membership offered by AAA is its Premier Membership. In addition to the benefits of the Basic Membership, AAA Premier Membership provides an optional, enhanced benefit package of certain AAA services, including expanded free towing coverage for up to 200 miles *once a year*, and up to 100 miles *three times a year*, as well as free fuel and fuel delivery, along with two sets of free passport photos *per year*. For South Jersey members, the Plus Membership costs \$117 per year. An additional, one-time enrollment fee of \$10 is charged when the Plus Membership is first opened by a South Jersey member.

20. AAA's policy and practice of backdating memberships that are purchased after the expiration of the prior membership year apply in an identical manner to each paid membership.

21. AAA's representations described above refer consistently to annual membership dues. A reasonable consumer would understand them to mean that the initial and renewal terms of AAA membership are good for an entire calendar year, and that the only payment required to obtain the privileges and benefits of AAA membership for a full one-year renewal term is the annual membership fee.

22. The AAA website does not disclose - and a reasonable consumer would not understand it to mean - that a "renewal" term purchased after the expiration of the prior membership is backdated so that the member receives less than a full calendar year of membership benefits and services in exchange for the payment of a full annual membership fee.

23. AAA's website, including the Member Handbook (which is accessed through the Membership tab on Defendant's website), purports to set forth all relevant terms and conditions of AAA membership. But nowhere do the website, Member Handbook, or other promotions disclose - and a reasonable consumer would not understand - that a "renewal" term purchased after the expiration of the prior membership is backdated so that the member receives less than a full year of membership benefits in exchange for the payment of a full annual membership fee.

24. AAA does not provide adequate notice of its backdating policy for membership renewals, nor does it obtain the consent of its members, at any time prior to receiving payment for renewals, to backdate their renewals to the prior expiration date. As such, this policy is completely unauthorized by the membership contract that governs all AAA memberships, and is a deceptive and improper practice, in violation of New Jersey law.

Plaintiff's Experiences

25. Wilson is a AAA member in good standing, whose membership is designated as membership number *****7401. Wilson first purchased his membership in or about 1998, and he has renewed it periodically since that time.

26. On or about May 31, 2016, Wilson paid AAA for an annual renewal fee for a year of membership privileges and services. Wilson reasonably expected that his membership would remain active through the calendar anniversary of the date of his renewal.

27. In 2017, Wilson received a notice to renew his membership. The notice provided that he could receive \$7 off of the membership dues, among other benefits.

28. On July 27, 2017, Wilson contacted AAA by phone to renew his Premier level of membership and made a payment of \$111 to take advantage of a promotion offered. Instead of providing 12 full months of membership benefits and services commencing on the transaction date, however, AAA backdated Wilson's new period of membership to the prior expiration date such that his renewed membership expired on May 31, 2018, not 12 months following the renewal transaction date - on or about July 27, 2017.

29. Wilson voiced concern with making a payment for a full year of membership but only receiving 10 months, and after complaining to a supervisor, was informed that his membership would be backdated to June 30, 2017, instead of to May 31, 2017. He complained to AAA that this, likewise, was insufficient, but was told he would not receive any additional time on his annual membership.

30. As a result of AAA's improper backdating policy, Wilson was compelled to pay membership fees for a 52-week period, although he only received approximately 48 weeks of membership privileges in return.

31. On at least this occasion, in violation of his contractual rights and his rights under New Jersey law, AAA deprived Wilson of a portion of the annual membership renewal that he had purchased. Wilson paid for a full 12-month term of membership but was granted less than 12 months of membership privileges in return. As a result, Wilson lost approximately 1/12, or \$9.25 of the \$111.00 cost of the 2017-2018 membership.

32. AAA did not inform Wilson at the time of his initial membership purchase, or until after the purchase of his renewal in July 2017, that membership periods that are purchased after the prior expiration date are backdated to on or about the prior expiration date. AAA does not disclose its backdating policy in any of its membership materials or in any of the terms and conditions of membership.

CLASS ACTION ALLEGATIONS

33. Plaintiff brings this action as a class action, pursuant to R. 4:32 of the New Jersey Rules of Civil Procedure, seeking damages and injunctive relief on behalf of himself and all other similarly situated members of the class, defined as follows:

All New Jersey citizens who renewed their AAA membership with Defendant and did not receive at least a 12-month membership term (the "Class").

34. Specifically excluded from the Class are: (a) Defendant, its officers, directors, agents, trustees, corporations, trusts, representatives, employees, principals, servants, partners, joint ventures, or entities controlled by Defendant, and their heirs, successors, assigns, or other persons or entities related to or affiliated with Defendant and/or their officers and/or directors, or any of them; and (b) the Judge to whom this case is assigned.

35. **Numerosity/Impracticability of Joinder.** The members of the Class are so numerous that joinder of all members is impracticable. The proposed Class includes thousands

of members. The precise number of Class members can be ascertained by reviewing documents in Defendant's possession, custody, and control, or otherwise obtained through reasonable means.

36. **Typicality.** The representative Plaintiff's claims are typical of the claims of the members of the Class he seeks to represent. Plaintiff and all members of the Class purchased AAA memberships and have sustained damages arising out of the same wrongful course of conduct. Plaintiff's claims arise from the same practices and course of conduct that give rise to the claims of the Class members and are based on the same legal theories.

37. **Commonality and Predominance.** Common questions of law and fact exist as to all members of the Class and predominate over any questions solely affecting individual Class members. These common legal and factual questions include, but are not limited to, the following:

- a. Whether Defendant engaged in a pattern of fraudulent, deceptive, and misleading conduct targeting the public through its marketing, advertising, promotion and/or sale of the memberships;
- b. Whether Defendant made material misrepresentations of fact or omitted to state material facts to Plaintiff and the Class regarding the practice of backdating the membership terms, which material misrepresentations or omissions operated as a fraud and deceit upon Plaintiff and the Class;
- c. Whether Defendant's false and misleading statements of fact and concealment of material facts regarding the practice of backdating the membership terms were intended to deceive the public;
- d. Whether Defendant breached its contracts with Plaintiff and the Class;

- e. Whether, as a result of Defendant's misconduct, Plaintiff and the Class are entitled to equitable and other relief, and, if so, the nature of such relief;
- f. Whether Plaintiff and the members of the Class have sustained loss and damages as a result of Defendant's acts and omissions, and the proper measure thereof; and
- g. Whether such a failure violates statutory and common law prohibitions against such conduct, as detailed more fully below.

38. **Adequacy.** Plaintiff will fairly and adequately represent and protect the interests of the members of the Class. Plaintiff has retained counsel highly experienced in complex consumer class action litigation and intends to prosecute this action vigorously. Plaintiff is a member of the Class and does not have interests antagonistic to, or in conflict with, the other members of the Class.

39. **Superiority.** A class action is superior to all other available methods for the fair and efficient adjudication of this controversy since, among other things, individual litigation and/or joinder of all members of the Class is economically unfeasible and procedurally impracticable. While the aggregate damages sustained by the Class are likely in the millions of dollars, the individual damages incurred by individual Class members as a result of Defendant's wrongful conduct alleged herein are too small to warrant the expense of individual litigation. The likelihood of individual Class members prosecuting their own separate claims is remote and, even if every Class member could afford individual litigation, the court system would be unduly burdened by individual litigation of such cases. Individual members of the Class do not have a significant interest in individually controlling the prosecution of separate actions and individualized litigation would present the potential for varying, inconsistent, or contradictory

judgments and would magnify the delay and expense to all of the parties and to the court system because of multiple trials of the same factual and legal issues. Plaintiff does not foresee any difficulty in the management of this litigation that would preclude its maintenance as a class action. In addition, Defendant has acted or refused to act on grounds generally applicable to the Class and, as such, final injunctive relief or corresponding declaratory relief with regard to the members of the Class as a whole is appropriate.

40. Adequate notice can be given to Class members directly using information maintained in Defendant's records, or through notice by publication.

FIRST CAUSE OF ACTION
(Breach of Contract)

41. Plaintiff incorporates by reference each and every preceding paragraph as though fully set forth herein.

42. AAA entered into a contract with Plaintiff and the members of the Class when it sold initial and renewal memberships to its members in exchange for the payment of an annual fee.

43. Plaintiff and the members of the Class complied with all of their obligations under the terms of the contract.

44. A material term of the contract was that the membership would be valid for a one-year period.

45. AAA does not negotiate the terms of its memberships, instead requiring all Class members to accept the terms and conditions as set forth on its website or in the Member Handbook.

46. AAA breached its contract with Plaintiff and the members of the Class when it provided Plaintiff and Class members with less than a year of membership benefits in exchange for their full annual membership renewal fee.

47. The contracts were subject to the implied covenants that accompany all New Jersey contracts: that Defendant would conduct business with Plaintiff and the Class in good faith and would deal fairly with them.

48. Defendant breached those implied covenants by selling Plaintiff and the Class less than a year of membership benefits in exchange for their full annual membership renewal fee, and by not placing terms in the membership materials that conspicuously stated to Plaintiff and the Class that renewal memberships would not be valid for a one-year period and would instead be backdated to the date of the prior membership term, as described above.

49. As a result of AAA's breach, Plaintiff and the members of the Class have been damaged.

SECOND CAUSE OF ACTION
(Violations of N.J.S.A. § 56:8-1, *et seq.*)

50. Plaintiff incorporates by reference each and every preceding paragraph as though fully set forth herein.

51. Plaintiff, the Class members and Defendant are "persons" within the meaning of the CFA.

52. Plaintiff and the Class members are "consumers" within the meaning of the CFA.

53. The memberships are "merchandise" within the meaning of the CFA.

54. At all relevant times material hereto, Defendant has conducted trade and commerce in New Jersey within the meaning of the CFA.

55. The CFA is, by its terms, a cumulative remedy, such that remedies under its provisions can be awarded in addition to those provided under separate statutory schemes or common law.

56. Defendant has engaged in deceptive practices in the sale of its renewal memberships because it represented that the membership would be valid for a one-year period when, in fact, it knew that would be not be the case.

57. Similarly, Defendant also failed to disclose material facts regarding the sale of its renewal memberships; namely, that they would not be valid for a one-year period and would instead be backdated to the date of the prior membership term.

58. Defendant's unconscionable conduct described herein includes its false representations and the omission and concealment of material facts concerning its secret backdating policy and that the "annual" membership was not for a full year.

59. Defendant intended that Plaintiff and the other members of the Class would rely on these acts of concealment and omissions, so that Plaintiff and other Class members would purchase the memberships.

60. The false and misleading representations were intended to, and likely to, deceive a reasonable consumer.

61. The facts not disclosed would be material to the reasonable consumer, and are facts that a reasonable consumer would consider important in deciding whether to purchase the renewal membership.

62. Defendant's representations and omissions were, and are, material to reasonable consumers, including Plaintiff, in connection with their respective decisions to purchase the renewal memberships.

63. Had Defendant not engaged in false and misleading advertising regarding the program, Plaintiff and other members of the Class would not have purchased the renewal memberships, or would have paid less for the memberships.

64. Had Defendant disclosed all material information regarding the renewal memberships to Plaintiff and other members of the Class, they would not have purchased the renewal memberships, or would have paid less for them.

65. The foregoing acts, omissions and practices directly, foreseeably and proximately caused Plaintiff and other members of the Class to suffer an ascertainable loss in the form of, *inter alia*, the *pro rata* amount spent for the memberships which they paid for on an annual basis but did not receive, together with appropriate penalties, including, but not limited to, treble damages, attorneys' fees and costs of suit.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and on behalf of the members of the Class, prays for judgment and relief as follows and as appropriate for the above causes of action:

- A. An Order certifying this case as a class action and appointing Plaintiff and his counsel to represent the Class;
- B. All recoverable compensatory and other damages sustained by Plaintiff and the Class;
- C. Actual and/or statutory damages for injuries suffered by Plaintiff and the Class in the maximum amount permitted by applicable law;
- D. Statutory pre-judgment and post-judgment interest on any amounts;
- E. Payment of reasonable attorneys' fees and costs; and
- F. Such other and further relief as the Court may deem necessary or appropriate.

Dated: November 21, 2017

SHEPHERD, FINKELMAN, MILLER
& SHAH, LLP

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