

UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

CUSTOM PAK BROKERAGE, LLC,

Plaintiff,

Civil No. 13-5592 (NLH/AMD)

v.

MEMORANDUM OPINION & ORDER

DANDREA PRODUCE, INC.,
RONALD P. DANDREA, FRANK S.
DANDREA, STEVEN P. DANDREA,
and JEFFREY J. GERAGI,

Defendants.

APPEARANCES:

THOMAS G. ALJIAN, JR.
ALJIAN & MONTGOMERY
16 MAPLE DR
COLTS NECK, NJ 07722

MICHAEL J. KEATON
SCOTT E. HILLISON
KEATON LAW FIRM, P.C.
707 LAKE COOK ROAD, SUITE 300
DEERFIELD, ILLINOIS 60015
On behalf of plaintiff

MICHAEL L. STONBERG
KENNY SHELTON LIPTAK NOWAK LLP
505 EIGHTH AVENUE, SUITE 2302
NEW YORK, NY 10018
On behalf of the Dandrea defendants

JEFFREY J. GERAGI
6840 TOWN HARBOUR BLVD. #3423
BOCA RATON, FL 33433
Appearing *pro se*

HILLMAN, District Judge

Presently pending before the Court are the motions of plaintiff, Custom Pak Brokerage, LLC, to dismiss the

counterclaim asserted by defendant, Jeffrey Geragi, appearing *pro se*, and for sanctions against Geragi for his failure to voluntarily withdraw his counterclaim, and for his failure to appear at a scheduled deposition; and

This matter concerning unpaid invoices for watermelons Custom Pak sold to defendant Dandrea Produce, which employed Geragi as a salesperson; and

This matter also concerning Custom Pak's claims against Geragi for breach of fiduciary duty and tortious interference with contractual relations, claiming the Dandrea defendants informed Custom Pak that Geragi, as Custom Pak's agent, agreed to much lower pricing than what was stated on Custom Pak's invoices, and that Geragi retroactively tried to reduce the agreed upon price between Custom Pak and Dandrea in order to secure employment with Dandrea; and

Geragi advancing a counterclaim against Custom Pak, the entirety of which states:

1. Jeff Geragi is an individual who lives in Palm Beach County Florida.
 2. CP is a Florida corporation located in Boca Raton.
 3. After CP terminated my employment during about July of 2014, CP made verbal defamatory statements about me to people in the produce industry, including statements that I had stolen money from CP, and that I had manipulated CP's accounting system for the benefit of myself and Dandrea Produce.
 4. These statements were untrue. The untrue statements have caused me to lose money.
 5. The untrue statements were made with malice.
- I request that I be awarded money from Custom Pak due to

its defamatory statements.

(Docket No. 100-1); and

Custom Pak having filed a motion to dismiss Geragi's counterclaim for failure to state a claim, as well as having filed a motion for sanctions pursuant to Federal Civil Procedure Rule 11 for his failure to withdraw his counterclaim; and

Custom Pak also having filed a motion for sanctions against Geragi for his failure to appear at a scheduled deposition; and

Geragi having opposed Custom Pak's motions; but

The Court noting that Custom Pak, Dandrea, and Geragi having recently engaged in extensive mediation, the result of which was a successful settlement between Custom Pak and Dandrea (see Docket No. 129); and

The Court finding that the mediation of Custom Pak's and Geragi's claims would be beneficial to the final resolution of this case, see Local Civil Rule 301.1(d), which provides, "Each Judge and Magistrate Judge may, without the consent of the parties, refer any civil action to mediation";

Accordingly,

IT IS on this 29th day of September, 2015

ORDERED that Custom Pak's motions [101, 107, 108] be, and the same hereby are, DENIED without prejudice; and it is further

ORDERED that Custom Pak and Geragi shall attend, within 60 days of the date of this Order, mediation on a date mutually

agreed upon by the parties; and it is further

ORDERED that the parties shall keep the Court apprised of the date of the mediation, and they shall report to the Court the outcome of mediation.

At Camden, New Jersey

s/ Noel L. Hillman
NOEL L. HILLMAN, U.S.D.J.