

SUMMONSAttorney(s) Patrick HowardOffice Address 8000 Sagemore Drive, Suite 8303Town, State, Zip Code Marlton, NJ 08053Telephone Number (215) 575-3895Attorney(s) for Plaintiff Carisbrooke Inn, LLCCarisbrooke Inn, LLC

Plaintiff(s)

vs.

City of Ventnor, NJ, Mayor Tim Kriebel, CommissionerLance B. Landgraf, Jr. and Commissioner Mary K. Menton, in their official capacity

Defendant(s)

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at <http://www.njcourts.gov>.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at <http://www.njcourts.gov>.

/s/ Patrick Howard, Esq.for Michele M. Smith

Clerk of the Superior Court

DATED: 03/13/2025Name of Defendant to Be Served: City of Ventnor, NJ, Mayor Tim Kriebel, Commissioner Lance B. Landgraf, Jr., and Commissioner Mary K. Menton, in their official capacityAddress of Defendant to Be Served: 6201 Atlantic Ave., Ventnor City, NJ 08406

unlawful charges on certain customers in the form of multiple annual fixed fees for water and sewer service at a single property.

2. Ventnor's Ordinances permit it to charge a "customer" or "consumer" (defined interchangeably) a fixed fee for water and sewage, in addition to their metered water use. The fixed fee is adjusted annually; in 2024, it was \$750.

3. Ventnor's Ordinances define a "customer" or "consumer" as the party contracting for water and sewer service including both, "[a] building under one roof owned by one party and occupied as one business or residence" and "[a] building owned by one party having a number of apartments or offices and using in common one hall and one or more means of entrance." § 220-20(E) (1), (4). And that "customer" or "consumer," will be supplied by a single water line, which is to be metered. § 220-20 (D); § 220-30 (B).

4. Despite these clear definitions, and without any statutory authority, Ventnor, its Mayor and Commissioners charged certain "customer[s]" or "consumer[s]" multiple fixed fees for a single property based on the total number of "units" Defendants decide that property contains. So, if Defendants decide "[a] building under one roof owned by one party and occupied as one business" has nine (9) units, Defendants impose nine (9) separate fixed fee charges, which for 2024 would total, \$6,750, before that customer used a drop of water.

5. There is nothing in the code, ordinances, or statutory framework that permits this billing practice. That is likely for good reason: it is contrary to the plain language of Ventnor's own ordinances, is inequitable in violation of the New Jersey County and Municipal Water Supply Act and violates basic equal protection rights guaranteed by the New Jersey Constitution.

6. Plaintiff brings this class action to declare this billing practice unlawful and seeks disgorgement of any improperly collected fees, together with interest, penalties, and all other available damages. In addition, Plaintiff seeks its attorneys' fees, costs of suit, and any other relief the Court should deem just and proper.

PARTIES

7. Plaintiff, Carisbrooke Inn, LLC, is a limited liability company organized and existing under the laws of the State of New Jersey and located at 108 South Little Rock Avenue, Ventnor, New Jersey. Plaintiff pays Ventnor's water and sewage fees from its business operating account.

8. Defendant, the City of Ventnor, is located in Ventnor, Atlantic County, New Jersey. The City of Ventnor is organized under the constitution and laws of the State of New Jersey and is a citizen of the State of New Jersey.

9. Defendant, Mayor Tim Kriebel, in his official capacity as Mayor of the City of Ventnor is an owner of the Ventnor City Water System who is responsible to set water and sewer rates and determine its billing practices.

10. Defendant Commissioner Lance B. Landgraf, Jr., in his official capacity as a Commissioner of the City of Ventnor is an owner of the Ventnor City Water System who is responsible to set water and sewer rates and determine its billing practices.

11. Defendant Commissioner Maria K. Menton., in her official capacity as a Commissioner of the City of Ventnor is an owner of the Ventnor City Water System who is responsible to set water and sewer rates and determine its billing practices.

JURISDICTION & VENUE

12. Jurisdiction and venue over this matter is proper in New Jersey Superior Court, Atlantic County, in that all actions complained of occurred in Atlantic County, New Jersey.

FACTUAL BACKGROUND

A. Ventnor's Water and Sewer System

13. Pursuant to N.J.S.A. 40A:31-1, the County Municipal Water Supply Act, Ventnor City operates a water and sewer system, which is owned by the Mayor and Commissioners¹ and operated under the supervision and control of the Water Department of the City of Ventnor. Ventnor Code § 220-18.

14. The water system is comprised of 6 production wells, 3 treatment

¹ See <https://www.ventnorcitey.org/departments/PublicWorks/water-sewer> (“The Ventnor City Water System is owned by the Mayor and Commissioners and operated by the City of Ventnor Municipal Water Department.”) (last visited March 12, 2025).

plants, 2 elevated water storage tanks and 1 water reservoir. The wastewater system operates a network of 5 pump stations, which pumps wastewater to a central pumping station, which in turn pumps wastewater to a regional treatment plant located in Ventnor.

15. Pursuant to the County and Municipal Water Supply Act, Defendants are required to “establish a rate structure that provides for uniform rates, rentals, or other charges for water supply service and fire protection systems.” N.J.S.A. § 40A:31-10 (b). The Act requires that rates be uniform and equitable for the same type and class of use or service. *Id.*, subsection (a).

16. Chapter 220 of the Ventnor Code deals with water, including meter connections, usage and repair. § 220-14 pertains to Usage Fees and makes clear that “[f]ees to be charged for water service in the City of Ventnor are set forth in Chapter 114, Fee Schedule.” § 220-30 (A) mandates that the water “[r]ates shall be determined each year by the City if Ventnor...”

17. To that end, § 220-20 (D), states that “a [water] service line will be used *to supply a single customer only*, and no customer shall be supplied by more than one service line unless agreed upon between customer and the City after approval having been given by the City Engineer.” The Code further states that it is the intention of this chapter that “every separate, residential and commercial use in the City of Ventnor *shall be metered*.” § 220-30 (B) (emphasis added).

18. The Code defines “customer” or “consumer” interchangeably, which “shall be the party contracting for service” and classified as one of the following five

(5):

(1) A building under one roof owned by one party and occupied as one business or residence.

(2) A combination of buildings owned by one party in one common enclosure occupied by one family or business.

(3) One home in a series of homes separated by a partition wall.

(4) A building owned by one party having a number of apartments or offices and using in common one hall and one or more means of entrance.

(5) Each apartment of a multiple-family dwelling or apartment house where service to individual families is desired.

§ 220-20 (E)

19. § 220-30 (A) states that water “[r]ates shall be determined each year by the City of Ventnor.” On April 25, 2024, Defendants adopted Ordinance 2024-009, which set the fee schedule for water service in 2024 and is reproduced in the Code at § 114-41. The Ordinance includes an annual fixed fee of \$365 for water, with a variable rate per 1,000 gallons at \$1.15, and a variable rate per 1,000 gallons of \$1.40 for the months of June, July and August.

20. On April 25, 2024, Defendants also adopted Ordinance 2024-010, which set the fee schedule for sewer service in 2024 and is reproduced in the Code at § 114-32. The Ordinance set the annual fixed fee amount of \$385 for sewer, with

a variable rate per 1,000 gallons at \$4.70, and a variable rate per 1,000 gallons of \$5.70 for the months of June, July and August.

21. As such, in 2024, the combined fixed fee amount for water and sewer was \$750 per “customer” or “consumer” plus their metered usage.

B. Defendants’ Unauthorized “Unit” Billing

22. No where in Ventnor’s Code or Ordinances does it define the term “unit,” nor does it make any special provision for billing each “unit” contained within a single building the separate fixed fee (\$750) for water and sewer service.

23. In fact, the Code states the opposite. It defines “customer” or “consumer” as including both, “[a] building under one roof owned by one party and occupied as one business or residence” and “[a] building owned by one party having a number of apartments or offices and using in common one hall and one or more means of entrance.” § 220-20(E) (1), (4). And that “customer” or “consumer” will be supplied by a single water line, which is to be metered. § 220-20 (D); § 220-30 (B)

24. Despite the unambiguous Code, Defendants have unilaterally, and without legislative authority, billed customers the flat \$750 for each “unit” they arbitrarily determine to be within any particular building.

25. There is no legal authority for this “unit” based billing regime and it results in inequitable water rates for the “customers” and/or “consumers” who have

a “building under one roof owned by one party and occupied as one business or residence” or “having a number of apartments or offices and using in common one hall and one or more means of entrance.” § 220-20 (E)(1), (4).

26. For example, in 2024 Ventnor billed Plaintiff’s property located at 108 S. Little Rock nine (9) separate \$750 fixed water and sewer fees for a total of \$6,750, before any water or sewer services were used.

27. 108 South Little Rock fits squarely the definition of § 220-20 (E)(1), it is a building that contains a business under one roof, is owned and managed by one business entity – i.e., the “customer” or “consumer”— is serviced by one water meter and line and receives one bill for water and sewer.

28. Yet, despite meeting the definition of a single “customer” or “consumer,” 108 South Little Rock paid \$7,444.40 for water and sewer, of which 90.67% was for the nine (9) charges associated with the \$750 fixed fee and the remaining 9.33% for actual water usage.

29. In the Fourth Quarter of 2024 alone, Defendants billed 108 South Little Rock Avenue \$1,868.85 for the use of 31 units of water. By comparison, during that same period, a larger boardwalk residential home (6001 Boardwalk) used more units of water—38—but paid substantially less, \$409.80.

30. This inequity resulted in 108 South Little Rock paying \$60.27 per unit

of water, while the residential home paid \$10.78 per unit. In other words, South Little Rock paid 78% more to use 7 units *less* of water than the residential property on Boardwalk. Attached as Exhibit A is a chart examining the quarterly water and sewer bills for six (6) different Ventnor properties in 2024, which illuminates this disparity.

31. There is nothing fair about paying substantial more to use less water. *See* N.J.S.A. § 40A:31-10 (a). Notwithstanding, because there is no statutory scheme that permits this “per-unit” billing mandate, there is also no way to object and/or appeal any such multi-unit property designation, denying Plaintiff and the putative Class their due process rights before paying any such fees.

CLASS ACTION ALLEGATIONS

32. Plaintiff hereby incorporates the allegations of the preceding paragraphs as if fully set forth at length herein.

33. This action is brought by Plaintiff as a class action pursuant to New Jersey Court Rule 4:32-1, on behalf of itself and the following class:

All persons who since March 2019 paid the City of Ventnor, New Jersey, more than one (1) annual fixed fee for water and sewer service for a single property serviced by a single water line and meter.

Excluded from the class are any employees of Defendants, and the presiding judge and his/her immediate family.

34. N.J. Ct. R. 4:32-1(a)(1). The proposed Class is so numerous that the individual joinder of all their members is impractical. The exact number of members

of the Class is unknown at this time and can only be ascertained through appropriate investigations and discovery of Defendants' records.

35. N.J. Ct. R. 4:32-1(a)(2). This matter presents questions of law and fact arising out of Defendants' conduct that is common to all members of the Class and that predominate over individual questions. Among the numerous questions of law and fact common to the Class are:

- a. whether the Ordinances permit the City of Ventnor to charge a single property multiple fixed fees for water and sewer service;
- b. whether Defendants' per "unit" charges for fixed water and sewer service fees are illegal;
- c. whether Plaintiff and the Class paid more than one fixed fee for water and sewer service for a single property;
- d. whether Plaintiff and the Class are entitled to damages and/or restitution for multiple fixed fees paid for a single property; and
- e. whether Plaintiff and the Class are entitled to equitable and/or declaratory relief in the form of a declaration that Ventnor's Ordinances do not permit per unit billing for fixed fees and any sums collected should be disgorged.

36. N.J. Ct. R. 4:32-1(a)(3). Plaintiff's claims are typical of the claims of the class, and any defenses the Defendants may have and would apply equally to all class members.

37. N.J. Ct. R. 4:32-1(a)(4). Plaintiff will fairly and adequately protect the

interests of the class members. Plaintiff has retained experienced counsel in class action litigation and said counsel has no adverse interest and is qualified to serve as class counsel. Plaintiff understands the nature of the claims, has no disqualifying factors and will vigorously represent the interest of the class. Plaintiff, by agreement with Plaintiff's counsel, has the resources available to prosecute the case fully and completely.

38. N.J. Ct. R. 4:32-1(b)(3). The questions of law or fact common to the members of the class predominate over any questions affecting only individual members, and that a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

CAUSES OF ACTION
COUNT I
DECLARATORY JUDGMENT, § 2A:16-52

39. Plaintiff, on behalf of itself and all others similarly situated, realleges and incorporates herein by reference each of the allegations contained in the preceding paragraphs of this Complaint.

40. All New Jersey Courts shall, within their respective jurisdictions, have power to declare rights, status and other legal relations, whether further relief is or could be claimed; and no action or proceeding shall be open to objection on the ground that a declaratory judgment is demanded.

41. Plaintiff and the putative Class assert that Defendants did not have

statutory and/or legislative authority to bill them as “customers” and/or “consumers” multiple fixed water and sewer fees for a property serviced by a single water line and meter.

42. Plaintiff and the putative Class, pursuant to §2A:16-52, requests that the Court declare that the City of Ventnor’s Code related to water and sewage fees does not grant Defendants the statutory and/or legislative authority to impose multiple fixed water and sewer fees on a “customer” and/or “consumer” for a property serviced by a single water line and meter.

43. Plaintiff and the putative Class, pursuant to §2A:16-52, requests that the Court declare that the City of Ventnor’s Code does not provide “customers” and “consumers” the right to appeal the levy of multiple fixed water and sewer fees in violation of Plaintiff and the putative Class’s due process rights.

44. Plaintiff and the putative Class, pursuant to §2A:16-52, requests that the Court order Defendants to disgorge any fees collected from “consumers” and/or “customers” for multiple fixed water and sewer fees levied against a single property serviced by a single water line and meter.

COUNT II
NEW JERSEY CIVIL RIGHTS ACT, N.J.S.A § 10:6-2

45. Plaintiff, on behalf of itself and all others similarly situated, realleges

and incorporates herein by reference each of the allegations contained in the preceding paragraphs of this Complaint.

46. The New Jersey Constitution provides, “[a]ll persons are by nature free and independent, and have certain natural and unalienable rights, among which are those of enjoying and defending life and liberty, of acquiring, possessing, and protecting property, and of pursuing and obtaining safety and happiness.” N.J. Const. art. I, ¶ 1.

47. Like its federal counterpart, the New Jersey Constitution “seeks to protect against injustice and against the unequal treatment of those who should be treated alike.” *Barone v. Dep’t of Human Servs.*, 526 A.2d 1055 (N.J. 1987). Equal protection requires that all persons subject to legislation shall be treated a like under similar circumstances and conditions both in privileges conferred and liabilities imposed.

48. At all relevant times, Plaintiff is a citizen of the United States and a resident of the State of New Jersey.

49. At all relevant times, Defendants were state actors operating and existing under the laws of the State of New Jersey.

50. At all relevant times, Defendants, in levying multiple fixed fees on Plaintiff the putative Class for single property water and sewer service, acted under

the color of state law.

51. At all relevant times, Defendants imposed multiple fixed water and sewer fees on Plaintiff and the Class without the authorization of law and where Plaintiff and the Class's properties were serviced by a single water line and meter.

52. As a result of this action, Plaintiff and the putative Class have been denied their right to be treated equally under the law in violation of the New Jersey Constitution.

53. As a result, Plaintiff have suffered damages in the amounts they paid for fixed water and sewer fees that were not authorized by law.

COUNT III
BREACH OF CONTRACT

54. Plaintiff, on behalf of itself and all others similarly situated, realleges and incorporates herein by reference each of the allegations contained in the preceding paragraphs of this Complaint.

55. Ventnor's Ordinances identify the "customer" or "consumer" as the "party contracting for [water and sewer] service[.]" § 220-20 (E).

56. Defendants offer water and sewer service to those who own properties and/or operate businesses within its borders in exchange for the payment of scheduled fees and metered water rates set by law.

57. As a "customer" and/or "consumer" who paid those fees and rates,

Plaintiff and the putative Class accepted Defendants' offer of water and sewer service at those fees and rates set by ordinance.

58. Defendants breached their contract when they charged Plaintiff and the Class fixed fees based on its "unit" designation, which is not called for by any of the ordinances or statutes governing water and sewer service.

59. As a result of the breach, Plaintiff and the Class have suffered damages in an amount to be determined at trial.

COUNT IV
UNJUST ENRICHMENT
(In the alternative)

60. Plaintiff, on behalf of itself and all others similarly situated, realleges and incorporates herein by reference each of the allegations contained in the preceding paragraphs of this Complaint.

61. As the intended and expected result of their conscious wrongdoing as set forth in this Complaint, Defendants have profited and benefited from the payment of multiple fixed water and service fees.

62. Defendants voluntarily accepted and retained these profits and benefits, derived from Plaintiff and the Class, with full knowledge and awareness that, Plaintiff and the members of the Class paid substantial monies due to Defendants' improper actions.

63. By virtue of the wrongdoing alleged in this Complaint, Defendants have been unjustly enriched at the expense of the Plaintiff and the Class, who are entitled to in equity, and hereby seek, the disgorgement and restitution of Defendants' wrongful revenue, and benefits, to the extent, and in the amount, deemed appropriate by the Court; and such other relief as the Court deems just and proper to remedy Defendants' unjust enrichment.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and putative Class pray for judgment against Defendants for the following relief:

- a. certifying the Class pursuant to New Jersey Court Rule 4:32, certifying Plaintiff as a representative for the Class, and designating Plaintiff's counsel as counsel for the Class;
- b. the conduct alleged herein be declared, adjudged and decreed to be unlawful and a violation of the equal protection and due process rights of Plaintiff and the putative Class, as well as a breach of contract or alternatively, unjust enrichment; and
- c. Plaintiff and the putative Class recover all unlawful payments made to the City of Ventnor for fixed water and service fees for properties serviced by a single water line and meter; and
- d. The Court declare that Defendants' conduct is unlawful, not

authorized by statute and/or legislation, and that Defendants be prohibited from continuing the unlawful activities alleged herein; and

e. Plaintiff and the Class recover their costs of suit, prejudgment interest, including reasonable attorneys' fees and expenses as provided by law; and

f. Plaintiff and the Class be granted such other, further, and different relief as the nature of the case may require or as may be determined to be just, equitable, and proper by this Court.

CERTIFICATION PURSUANT TO R. 4:5-1

I certify that the matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding, and that no other such action or arbitration proceeding is contemplated.

DESIGNATION OF TRIAL COUNSEL

In accordance with R. 4:5-1 Patrick Howard, Esquire is hereby designated as trial counsel.

SALTZ, MONGELUZZI, & BENDESKY, P.C.

Dated: March 13, 2025

By: /s/ Patrick Howard
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Attorneys for Plaintiff and the putative Class

Civil Case Information Statement

Case Details: ATLANTIC | Civil Part Docket# L-000489-25

Case Caption: CARISBROOKE INN, LLC VS CITY OF VENTNOR, NJ

Case Initiation Date: 03/13/2025

Attorney Name: PATRICK HOWARD

Firm Name: SALTZ MONGELUZZI ET AL.

Address: ONE LIBERTY PL 52ND FL 1650 MARKET ST PHILADELPHIA PA 19103

Phone: 2154968282

Name of Party: PLAINTIFF : Carisbrooke Inn, LLC

Name of Defendant's Primary Insurance Company
(if known): Unknown

Case Type: OTHER Class Action - Unlawful Charges Water & Sewer Service

Document Type: Complaint with Jury Demand

Jury Demand: YES - 12 JURORS

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same transaction or occurrence)? NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: Carisbrooke Inn, LLC? NO

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? YES

If yes, is that relationship: Business

Does the statute governing this case provide for payment of fees by the losing party? 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? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? YES **Title 59?** NO **Consumer Fraud?** NO **Medical Debt Claim?** NO

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 *Rule* 1:38-7(b)

03/13/2025
Dated

/s/ PATRICK HOWARD
Signed

