

**THE MULLEN LAW FIRM
CORINNE MULLEN, ESQ.
ATTORNEY AT LAW
1201 Hudson Street, Suite 230
Hoboken, New Jersey 07030
(201) 420-1911 Ph.
(202) 742-7022 Fax
Attorney ID:035551983
Attorney for Plaintiffs**

VISITACION SARDINAS

Superior Court of New Jersey

**Law Division: Hudson County
Docket No.: HUD-L-**

Plaintiff,

v.

Civil Action

**THE CITY OF JERSEY CITY,
VINCENT CARUSO, JERSEY CITY
DEPARTMENT OF PUBLIC SAFETY
PARKING ENFORCEMENT DIVISION**

COMPLAINT

Defendants.

Plaintiff, Vicitacion Sardinas, residing at 102 Thorne Street, Apt 1 in Jersey City, County of Hudson, State of New Jersey, by way of Complaint against the defendants, says:

Preliminary Statement

This matter is opened to the Court pursuant to the New Jersey Law Against Discrimination (N.J.S.A. 10:5-12) ("LAD"), in which plaintiff claims that she was pervasively and severely harassed over a period of time and that her complaints were ignored.

Identification of Parties

1. Plaintiff, Vicitacion Sardinas, is at all relevant times herein, a Hispanic female residing in Jersey City, New Jersey and is an employee of the Jersey City Department of Public Safety Parking Enforcement Division.

2. Defendants, The City of Jersey City and The Jersey City Department of Public Safety Parking

Enforcement Division are, and at all relevant times herein, public entities amenable to suit in this Court under the LAD and are the employers of all individuals set forth hereafter.

3. Defendant, Vincent Caruso is an individual who, on the basis of his direct acts or on the basis of respondeat superior, is answerable to the plaintiff for the acts set forth herein.

General Allegations

4. Plaintiff claims that all harassment herein was because of sex, inasmuch as it was motivated by concerns of sexual interest and/or gender, and because the conduct was "sexual" in nature and on its face.

5. Plaintiff avers that the conduct was severe and or pervasive at all relevant times herein.

6. Plaintiff claims that, to the extent that any conduct lies outside of the two-year period prior to the filing date of this complaint, that such conduct is amenable to suit under the equitable doctrine of "continuing violation," inasmuch as the conduct was regular and continuing.

7. Plaintiff claims that the conduct was such that a reasonable woman in the same or similar circumstances would have considered the workplace to have become hostile and/or intimidating and/or abusive.

8. In fact, the workplace did so alter.

9. Plaintiff also claims that to the extent any harassment herein is claimed as "retaliatory," that the harassment was further motivated by plaintiff's protected conduct under the LAD, inasmuch as plaintiff advanced complaints concerning the sexual harassment.

10. To the extent that any harassment is motivated by both sexual concerns and retaliation, that a "mixed motive" renders the conduct amenable to suit herein.

11. Plaintiff claims that all relevant times herein that the defendants are responsible for the harassment inasmuch as supervisory and/or upper managerial personnel were aware of

the conduct and failed to take reasonable steps to stop it.

12. Plaintiff also avers that the conduct is the responsibility of the defendants because defendants delegated to one or more individuals the authority to abuse plaintiff's workplace environment and these individuals did in fact abuse their delegated authority.

13. Plaintiff also claims that the defendants are responsible inasmuch as they negligently failed to promulgate a policy reasonably designed to prohibit the conduct which took place herein, as evidenced by the ineptitude with which plaintiff's complaints were met and handled.

14. Plaintiff claims that punitive damages are appropriate inasmuch as there was willful indifference on the part of one or more upper manager to plaintiff's complaints.

15. Plaintiff began her employment with the defendants in 2014.

16. Since 2015, Vincent Caruso, an employee of the defendants, began to sexually harass the plaintiff.

17. Mr. Caruso's behavior included, but was not limited to, following the plaintiff (and other women) around in the workplace and doing lewd hand gestures, as they performed their duties.

18. The conduct also included inappropriate behavior such as calling plaintiff a "Bitch" every time he walked by her or telling her to sleep with him or pleasure him with her mouth.

COUNT II (Sexual Assault)

19. Plaintiff re-alleges and incorporates herein each and every paragraph previously set forth at length herein.

20. Defendant, Vincent Caruso, committed acts of sexual contact upon the Plaintiff through intimidation, force and/or coercion.

21. He would also make a visual display of getting behind her, putatively to admire her rear or hind quarters, and in one instance did sexually fondle her.

22. By his actions, Defendant, Caruso, caused a harmful and offensive physical sexual contact with Plaintiff.

23. On September 14, 2017, Mr. Caruso threatened to kill Plaintiff, pushed her up against the wall, put his face against hers and started to spread saliva all over her face while grabbing his testicles.

24. Defendant's actions were intentional, continuous and deliberate and caused Plaintiff physical harm.

25. On September 15, 2017, Plaintiff was hit and injured by a garbage can that was thrown at her by Defendant, Vincent Caruso.

26. Despite the Defendants having failed to promulgate any reasonable policy prohibiting such conduct, the Plaintiff nonetheless reported Mr. Caruso's conduct to her Deputy Director of Human Resources, Mark Bunbury.

27. Mr. Bunbury is a member of "upper management" as that term is utilized by the LAD.

28. Plaintiff made clear to Mr. Bunbury that Mr. Caruso's conduct was unacceptable.

29. Mr. Bunberry, met with Plaintiff on September 20, 2017, and gave her a written directive that there be no contact between her and Mr. Caruso. Mr. Bunberry had Plaintiff sign a copy of the directive. Plaintiff was not given a copy of Mr. Caruso's signed directive.

30. This constitutes the first of a series of responses by members of upper management which displays a profound ignorance of Defendants' responsibilities under the LAD and which constitutes "willful indifference" to Plaintiff's complaints.

31. Because Mr. Caruso was putatively told by Mr. Bunberry and/or heard through third parties that Plaintiff had complained about him, his behavior immediately escalated.

32. Mr. Caruso would follow Plaintiff through her duties and peer at her through windows and continue to leer at her.

33. Plaintiff made a second complaint on February 6, 2018, that Mr. Caruso's behavior was

getting worse because Mr. Caruso was calling and texting her lewd messages.

34. In response to Mr. Carusso's behavior, Mr. Bunberry response was the verbal and written "no contact directive."

35. Once again, and especially given Mr. Carusso's frightening threats, he should have been immediately terminated and/or suspended, notwithstanding any union contract or other status.

36. Mr. Bunberry's resort to a verbal and written directive, simply for the sake of keeping Mr. Carusso employed, constitutes an egregious example of "willful indifference."

37. All harassment herein is contended, at this point forward, to be "especially egregious," and, as well, all further willfully indifferent responses by management are also considered to be especially egregious in light of Mr. Carusso's behavior and knowledge, on the part of Defendants through their administrators, of Mr. Carusso's conduct.

Whereas Plaintiff demands judgment for compensatory damages, consequential damages, damages for physical and emotional distress, attorney's fees, prejudgment interest and costs of suit.

Sexual Harassment Under the LAD

38. Plaintiff hereby repeats and re-alleges paragraphs 1 through 37, as though fully set forth herein.

39. For the reasons set forth above, the conduct by Defendant Carusso, constitutes an ongoing series of sexually harassing events which are regular and continuing in nature and which otherwise meet the predicates for sexual harassment under the LAD, for which defendants are responsible for the reasons set forth above.

WHEREFORE, Plaintiff demands judgment against the Defendants jointly, severally and in the alternative, together with compensatory damages, punitive damages, interest, cost of suit,

attorneys' fees, enhanced attorneys' fees, and any other relief the Court deems equitable and just.

COUNT III (Negligent Hiring)

40. Plaintiff re-alleges and incorporates herein each and every paragraph previously set forth at length herein.

41. Defendants owed a duty to Plaintiff to ensure the competence of its employees, including, Vincent Caruso, by using reasonable care and diligence in selecting and hiring its employees and reviewing their backgrounds and competency.

42. Defendants negligently, carelessly and recklessly hired Defendant, Vincent Caruso, so as to cause Plaintiff to suffer physical and mental harm.

43. As a proximate result of said conduct, Plaintiff was forced to expend money for care related to the assault and has suffered and continues to suffer extreme mental distress, anguish and emotional and physical injuries.

Wherefore, Plaintiff demands judgment for compensatory damages, consequential damages, punitive damages, damages for physical and emotional distress, attorney's fees, prejudgment interest and costs of suit.

COUNT IV (Negligent Supervision)

44. Plaintiff re-alleges and incorporates herein each and every paragraph previously set herewith at length herein.

45. Defendants, were careless, reckless, negligent and/or grossly negligent concerning Vincent Caruso's actions, by failing to properly supervise him, and keep Plaintiff free of danger, bodily harm and emotional distress.

46. As a proximate result of said conduct, Plaintiff was forced to expend money for care related to the sexual assault and has suffered and continues to suffer extreme mental distress, anguish

and emotional and physical injuries.

Wherefore, Plaintiff demands judgment for compensatory damages, consequential damages, punitive damages, damages for physical and emotional distress, attorney's fees, prejudgment interest and costs of suit.

COUNT V (Against All Defendants) (INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)

47. Plaintiff re-alleges and incorporates herein each and every paragraph previously set forth at length herein.

48. Defendants engaged in the acts previously described deliberately and intentionally in order to cause Plaintiff severe emotional distress; or, alternatively, such conduct was done in reckless disregard of the probability of such conduct causing Plaintiff severe emotional distress.

49. Defendants actions were extreme and outrageous under the circumstances.

50. The Defendants, as a result of the conduct described above, did, in fact, cause Plaintiff to suffer extreme and severe emotional distress such that no reasonable person could be expected to endure it.

51. As a proximate result of the conduct of Defendants, Plaintiff suffered, anxiety, mental anguish and emotional distress and will continue to suffer from emotional distress.

Whereas Plaintiff demands judgment for compensatory damages, consequential damages, punitive damages, damages for physical and emotional distress, attorney's fees, prejudgment interest and costs of suit.

COUNT VI AGAINST VINCENT CARUSO (NEGLIGENCE)

52. Plaintiff re-alleges and incorporates herein each and every paragraph previously set forth at length herein.

53. Defendant, Vincent Caruso, was careless, reckless, negligent and/or grossly negligent, abusive and negligent by failing to keep Plaintiff free of danger, bodily harm and mental anguish.

54. Defendant willfully inflicted pain, injury and mental anguish upon Plaintiff.

55. Defendant knew or reasonably should have known or seen that the conduct described herein would proximately result in physical harm and mental anguish to Plaintiff.

56. Defendant's conduct was extreme, malicious and outrageous.

57. As a proximate result of said conduct, Plaintiff was forced to expend money for care related to emotional and physical injuries she sustained.

Wherefore, Plaintiff demands judgment for compensatory damages. Consequential damages, punitive damages, damages for physical and emotional distress, attorney's fees. prejudgment interest and costs of suit.

DEMAND TO PRESERVE EVIDENCE

1. All defendants are hereby directed and demanded to preserve all physical and electronic information pertaining in any way to plaintiff's employment, to plaintiff's cause of action and/or prayers for relief, to any defenses to same, and pertaining to any party, including, but not limited to, electronic data storage, closed circuit TV footages, digital images, computer images, cache memory, search data, mails, spread sheets, employment files, memos, text messages and any and all online social or work related websites, entries on social networking sites (including, but not limited to, Facebook, twitter, MySpace, etc.), and any other information and/or data and/or things and/or documents which may be relevant to any claim or defense in this litigation.

2. Failure to do so will result in separate claims for spoliation of evidence and or for appropriate adverse inferences.

JURY DEMAND

Plaintiff hereby demands a trial by jury as to all issues presented.

DESIGNATION OF TRIAL COUNSEL

Pursuant to R. 4:25-4, Corinne Mullen Esq., is hereby designated as trial counsel for the plaintiff in the above action.

CERTIFICATION PURSUANT TO R. 4:5-1

I hereby certify that the above statements made by me are true. If any of the above statements made by me are willfully false, I am subject to punishment.

/s/ Corinne Mullen, Esq.

Attorney for the Plaintiff Vicitacion Sardinias

Dated: August 27, 2019

CERTIFICATION OF NO OTHER ACTIONS

I certify that this dispute is not the subject of any other action pending in any other court or a pending arbitration proceeding to the best of my knowledge and belief. Also, to the best of my knowledge and belief, no other action or arbitration proceeding is contemplated. Further, other than the parties set forth in this complaint, I know of no other parties that should be made a part of this lawsuit. In addition I recognize my continuing obligation to file and serve on all parties and the court an amended certification if there is a change in the facts stated in this original certification.

Dated: August 27, 2019

Signature /s/ *Corinne M. Mullen, Esq.*

CERTIFICATION REGARDING FILING AND SERVICE

The undersigned hereby certifies that a copy of this pleading was served and filed within the time permitted by the court rules.

Dated: August 27, 2019

Signature /s/ *Corinne M. Mullen, Esq.*