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Attorneys for Plaintiff: Marisol Lopez

MARISOL LOPEZ,

PLAINTIFF,

VS.

**HUDSON COUNTY SCHOOLS OF
TECHNOLOGY, ALLYSON KRONE,
JOHN DOES 1-10, AND XYZ CORP. 1-
10,**

DEFENDANTS.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUDSON COUNTY
DOCKET NO.:

CIVIL ACTION

COMPLAINT AND JURY DEMAND

Plaintiff, Marisol Lopez (“Ms. Lopez” or “Plaintiff”), who resides at 9010 New York Avenue, North Bergen, New Jersey 07047, by way of this Complaint against the defendants, Hudson County Schools of Technology (“HCST”), Allyson Krone, John Does 1-10, and XYZ Corp. 1-10 (hereinafter collectively the “Defendants”) hereby says:

I. Nature of Action, Jurisdiction, and Venue

1. This is an action seeking equitable and legal relief for: (1) a violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.* (“LAD”) (Racial Discrimination/ Harassment); (2) a violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.* (“LAD”) (National Origin Discrimination/ Harassment); (3) a violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.* (“LAD”) (Retaliation); (4) breach of express contract; (5) breach of implied contract; (6) breach of the implied covenant of good faith and fair dealing; (7) detrimental reliance; and (8) tortious interference with prospective business relations.
2. This court has jurisdiction due to the nature of the action and the amount in controversy. Additionally, Plaintiff has satisfied all prerequisites to bringing these claims.

3. Venue is appropriate in this court since Plaintiff resides in Hudson County; Plaintiff worked in Hudson County during the relevant time period; Defendants do business in Hudson County; and some of the causes of action occurred in Hudson County.
4. Plaintiff filed a Tort Claims Act.
5. More than 180 days has passed since the filing of the Tort Claims Act.

II. Parties

6. In July 2020, Plaintiff, who is Hispanic and from the Dominican Republic, began working for HCST, as the school psychologist.
7. During the relevant time period, Allyson Krone (“Ms. Krone”), who is Caucasian and not from the Dominican Republic, was the Director of Student Support Services and Plaintiff’s second level supervisor during the relevant time period.
8. Additionally, Ms. Krone was a senior management level employee who controlled plaintiff’s workplace and supervised plaintiff and (1) aided the employer in performing a wrongful act that caused an injury; (2) was generally aware of her role as part of an illegal or tortious activity at the time she provided assistance; and (3) knowingly and substantially assisted the employer in the principal violation of the statutes referenced herein.
9. Plaintiff performed employment services for Defendants in the state of New Jersey.
10. Thus, Defendants are subject to suit under the LAD.
11. At all times referred to in this complaint, employees of the Corporate Defendants, who are referred to herein, were acting within the scope of their employment at the workplace during working hours. Moreover, the Corporate Defendants ratified, embraced and added to their conduct.

III. Factual Allegations

12. Ms. Lopez, Hispanic whose national origin is Dominican Republic, began working as school psychologist in July 2021 for HCST.
13. HCST is a public school consisting of County Prep Highschool in Jersey City as well as Explore Middle School in Jersey City, and High Tech Highschool in Secaucus.

14. Ms. Lopez was hired district wide to be part of the Child Study Team and had a physical office located at County Prep Highschool.
15. Ms. Lopez was hired by the Superintendent of Schools, Amy Lin-Rodriguez.
16. When Ms. Lopez began working for HCST, she reported to Ann Gherardi (“Ms. Gherardi”), whose title was Director of Child Study Team.
17. Ms. Gherardi reported to the Superintendent of Schools, Amy Lin- Rodrigez.
18. At the end of 2021, Ms. Gherardi evaluated Ms. Lopez and advised her that she was performing in an exemplary manner.
19. At the end of 2022, Ms. Gherardi evaluated Ms. Lopez and advised her that she was performing in an exemplary manner.
20. At the end of 2023, Ms. Gherardi evaluated Ms. Lopez and advised her that she was performing in an exemplary manner.
21. Ms. Gherardi rated Ms. Lopez as Highly Effective in nine out of the fourteen domains. In the remaining five domains, Ms. Gherardi gave Ms. Lopez an overall rating as Effective. (Exhibit “1”).
22. Sometime after December 2023, Ms. Lopez began reporting to Allyson Krone (“Ms. Krone”), Director of Student Support Services.
23. Ms. Krone is Caucasian and not of Dominican national origin.
24. In 2024, Eileen Scibetta, who is Caucasian and Irish, became the Supervisor of the Child Study Team.
25. The rest of the Child Study Team was comprised of Brianne Micele, Caucasian and Irish, School Social Worker; Stephan Finn, Caucasian and Irish, School Social Worker, Sharon O’Reilly, Caucasian and Irish, School Social Worker, Heather Bruno, Caucasian and Irish, Learning Disabilities Teaching Consultant; Maria Mullahey, Caucasian and non-Dominican, Learning Disabilities Teaching Consultant at High Tech in Secaucus; and Erika Zucconi, Caucasian and Italian. School Social Worker at High Tech in Secaucus.
26. Thus, Ms. Lopez was the only Hispanic and Dominican employee who reported to Ms. Krone.
27. Ms. Lopez noted that for the first time in her professional career, she was treated differently than other employees due to her race and national origin.

28. As early as May 2024, Ms. Lopez noticed that Ms. Krone treated Ms. Lopez very differently from the other Caucasian employees.
29. Ms. Krone made it a point to greet other Caucasian employees and said good morning or good afternoon to them by name right in front of Ms. Lopez while ignoring her and walking by her.
30. Conversely, Ms. Krone never said good morning or good afternoon to Ms. Lopez.
31. When Ms. Krone saw Ms. Lopez walking down the hallway, she would turn her face so as to avoid eye contact.
32. There were times that Ms. Lopez said good morning to Ms. Krone, and Ms. Krone did not even have the courtesy to respond.
33. When Ms. Krone did interact with Ms. Lopez, Ms. Krone treated her in a curt and unfriendly manner.
34. Ms. Lopez would then note that Ms. Krone was the complete opposite in her interaction with Caucasian employees.
35. Finally, Ms. Lopez had had enough and she confronted Ms. Krone and asked her why she treated her so differently from the other members of the team.
36. Ms. Lopez stated that she felt that Ms. Krone singled her out.
37. Ms. Lopez added that she was the only employee of the team who could translate for some of the Spanish population that does not speak English.
38. Ms. Krone responded in a hostile manner that everyone needed to speak and learn English if they wanted to live in this country.
39. Ms. Lopez was extremely offended and noted that there were several very valuable Hispanic communities that contained individuals that prided themselves on communicating in Spanish and also numerous people who did not speak English.
40. Ms. Krone responded, "That's the problem with Hispanics. They don't speak English."
41. Ms. Lopez was flabbergasted and extremely offended and responded that she was Hispanic and proud of her Dominican background.
42. Ms. Krone merely turned on heel and walked away.
43. A short while thereafter, Ms. Lopez approached Ms. Krone and noted that her comments were racist and were completely inappropriate.

44. Ms. Krone said nothing as she stared at Ms. Lopez.
45. Several months went by with very little interaction between Ms. Lopez and Ms. Krone and Ms. Lopez was hopeful that there would be no further discriminatory or retaliatory actions by Ms. Krone.
46. Unfortunately, Ms. Lopez' hopes turned out to be incorrect.
47. On January 8, 2025, Ms. Krone informed Ms. Lopez to email Maria Saa ("Ms. Saa"), the main office Secretary, who handled attendance for teachers and substitute teachers, if she was going to be late. (Exhibit "1A")
48. Ms. Lopez spoke to other Child Study Team members and found out that no one else was subjected to such treatment.
49. On March 17, 2025, Ms. Krone sent an email to Ms. Saa. (Exhibit "1B").
50. Ms. Krone directed Ms. Saa to scrutinize Ms. Lopez and add her to Ms. Saa's radar.
51. Ms. Saa had no reason to review Ms. Lopez' attendance as Ms. Lopez was a member of the Child Study Team who reported to Eileen Scibatta ("Ms. Scibatta"), Special Education Supervisor/LDT-C.
52. Ms. Scibatta was in charge of reviewing Ms. Lopez' attendance, not Ms. Saa or Ms. Krone.
53. On April 7, 2025, Ms. Krone approached Ms. Lopez and handed her a letter that was signed by Joseph Sirangelo, Ed.D. ("Dr. Sirangelo"), the Interim Superintendent of Schools. (Exhibit "2").
54. The letter informed Ms. Lopez that she was not being renewed.
55. Ms. Lopez responded that this was clear retaliation and noted that she never received any indication of a performance issue or any criticism.
56. On April 8, 2025, Ms. Lopez sent Dr. Sirangelo an email advising that she wanted to speak to the Board of Directors. (Exhibit "3")
57. On April 9, 2025, Ms. Krone emailed Ms. Lopez a fabricated evaluation that was replete with falsehoods and had a date of April 1, 2025 on it. (Exhibit "4").
58. This was the first, and only, evaluation that Ms. Lopez received from Ms. Krone.
59. Additionally on April 10, 2025, Ms. Krone informed Ms. Lopez that she had no remaining Learning Lab hours. (Exhibit "4A").

60. Ms. Krone's statement was false as, as of April 10, 2025, Ms. Krone had eighty-eight (88) Learning Lab hours. (Exhibit "4B").
61. HCST Resolution 7.28 notes that Child Study Team members are paid \$40/hour for Learning Lab hours. (Exhibit "4C").
62. Ms. Lopez grieved Ms. Krone's retaliatory action through her Union.
63. Unfortunately, by the time the Union reversed Ms. Krone's retaliatory action, it was too late for Ms. Lopez to use the Learning Lab hours.
64. Thus, Ms. Krone, in effect, deprived Ms. Lopez of earning \$3,520 hours.
65. Shortly thereafter, on April 10, 2025, at 10:55am, Ms. Krone sent Ms. Lopez an email advising that the Defendants were pulling the non-renewal from the agenda as Dr. Sirangelo wanted to meet with her first. (Exhibit "5").
66. On April 10, 2025, at 2:00pm, Ms. Lopez, her husband, Kirk Stadnika ("Mr. Stadnika") and NJEA Union Representative, Irma Noel ("Ms. Noel"), met with Dr. Sirangelo.
67. Dr. Sirangelo advised that he was not moving forward on the non-renewal and was pulling it from the agenda.
68. Ms. Lopez and Mr. Stadnika protested the non-renewal and went through the details of Ms. Lopez' accomplishments and commitment to the school as well as all of her positive interactions, evaluations, and ratings with her co-workers, and supervisors.
69. Ms. Lopez noted the only person who gave her a negative evaluation was Ms. Krone and noted that it contained numerous falsehoods.
70. Ms. Lopez noted that as the only bilingual employee on the team and the only Hispanic member of the team, she was able to provide translation services for some of the students and their Spanish speaking parents which was of great assistance to the main office and other counselors.
71. Mr. Stadnika and Ms. Lopez went over the details of how Ms. Lopez was chosen to supervise an intern, despite not being tenured.
72. Ms. Lopez noted there were times that she gave lunch money to children to help them out.
73. Further, Ms. Lopez shared that she went to Jersey City Medical Center when a child was having a crisis, as the parents did not speak or understand English. Ms. Lopez shared how

- she had helped a child with developmental disabilities get a job and noted that this same child was still working at the cafeteria, going to college, and doing very well.
74. Ms. Lopez noted that she was on the cusp of receiving tenure and had already received six good character letters from parents. Subsequently, Ms. Lopez received one other letter from a parent and two from students. (Composite Exhibit “6”).
75. Ms. Lopez further shared that of the nineteen (19) children assigned to her, four (4) were Spanish speaking and she was the only bilingual school psychologist in the district.
76. Dr. Sirangelo responded that he appreciated all that Ms. Lopez had done and wanted to meet with Ms. Lopez weekly and work out the issue in a satisfactory manner.
77. Ms. Lopez mentioned the discrimination that she faced from Ms. Krone, but Dr. Sirangelo noted that he did not want to hear about the issue as he wanted to stay focused on Ms. Lopez’ accomplishments.
78. Dr. Sirangelo made clear that he did not want Ms. Lopez to be terminated and wanted to get to know her better and was pulling the non-renewal resolution from the board agenda.
79. Ms. Noel sent post meeting notes reflecting some of what Dr. Sirangelo stated, as noted above. (Exhibit “7”).
80. Dr. Sirangelo responded “Thank you Irma! Excellent summary of our discussion.” (Exhibit “7”).
81. On April 16, 2025, Ms. Lopez met with Dr. Sirangelo.
82. Dr. Sirangelo shared that he had spoken to Ms. Krone and asked her why Ms. Lopez was never put on a corrective action plan if Ms. Krone had issues with her.
83. Dr. Sirangelo further advised that he had asked Ms. Krone why there was no documentation of any performance issues and no performance review before Ms. Krone decided to non-renew Ms. Lopez.
84. On April 16, 2025, Ms. Lopez confronted Ms. Krone about the evaluation and the alleged evaluation meeting that Ms. Krone dated as occurring on April 1, 2025. (Exhibit “4”).
85. Ms. Lopez noted that she never even met with Ms. Krone on April 1, 2025, and noted that she had proof of being in other meetings.
86. Ms. Krone then pivoted and stated that the evaluation meeting occurred on Friday April 3, 2025.

87. On April 16, 2025, Ms. Krone then sent Ms. Lopez the fabricated and untrue performance evaluation with a date of April 3, 2025 on it. (Exhibit “8”).
88. On April 30, 2025, Dr. Sirangelo met with Ms. Lopez and Barbara Mendolla (“Ms. Mendolla”), School Principal as reflected in a meeting request. (Exhibit “9”).
89. Dr. Sirangelo conclusively and contractually stated that it was over, the school was not terminating Ms. Lopez, and they were not going forward with the non-renewal.
90. Dr. Sirangelo noted that the termination action was over and no more check-ins were required. He added that this was the first time in forty (40) years that he had ever contradicted the recommendation of a supervisor.
91. Ms. Lopez sought confirmation that her job was secure.
92. Dr. Sirangelo responded affirmatively and said that Ms. Lopez was secure in her job and noted that they would develop a corrective action plan to ensure a positive career for Ms. Lopez.
93. Dr. Sirangelo stated that Ms. Lopez could work collaboratively with Ms. Krone, Ms. Scibetta, and Ms. Mendolla, and himself to formulate the corrective action plan.
94. Thus, Ms. Lopez confirmed that she would receive tenure, as she automatically received tenure on May 15, 2025.
95. Dr. Sirangelo once again responded affirmatively.
96. Ms. Lopez then sent Dr. Sirangelo an email thanking him for his fair approach and reaffirmed her dedication to continue advocating for the school’s students and working towards the school’s mission. (Exhibit “10”).
97. Ms. Lopez then received an email from Dr. Sirangelo’s secretary, Deja Gormeley (“Ms. Gormeley”) stating she would have a meeting with others to formulate the Corrective Action Plan. The meeting was scheduled for May 7, 2025, at 1:30pm.
98. On May 7, 2025, at 12:20pm, Ms. Gormeley sent Ms. Lopez an email cancelling the 1:30pm meeting. (Exhibit “11”).
99. Ms. Lopez was meeting with Ms. Mendola at the time who had no idea why the meeting was cancelled.
100. Ms. Mendola called Ms. Gormeley who stated she had no idea why the meeting was cancelled.

101. Ms. Mendola then spoke to Dr. Sirangelo who stated he was told to cancel the meeting.
102. On May 12, 2025, Ms. Noel informed Ms. Lopez that Dr. Sirangelo told Ms. Mendola that he was resigning as he was not going to be involved in firing Ms. Lopez for an invalid reason.
103. Ms. Noel added that Dr. Sirangelo stated that he did not want to face another lawsuit.
104. On May 13, 2025, Dr. Timothy Frederics became the new interim acting superintendent of schools for HCST.
105. Dr. Frederics never met with Ms. Lopez.
106. On May 14, 2025, Dr. Frederiks sent Ms. Lopez a letter stating, “I have thoroughly reviewed your employment status ...” and you are being non-renewed. (Exhibit “12”).
107. On May 15, 2025, Ms. Lopez would have received tenure.
108. On May 29, 2025, Ms. Lopez was told that the reasons for her termination was:
 - Failure to sign in and out consistently.
 - Failure to wear HCST employee ID
 - Inconsistent attendance
 - Tardiness
 - Failure to follow standard procedures re absence
(Exhibit “13”)
109. Ms. Lopez detrimentally relied upon Defendants’ contractual representations from April 10, 2025 through May 7, 2025, which was made on behalf of HCST.
110. Ms. Lopez was interviewing for a position at the Little Ferry Public School District and delayed sending them requested documents because of Defendants’ representations that her job at HSCT was secure.
111. Ms. Lopez ended up not getting the position due to her delay in not sending them the requested documents.
112. The sole reason Ms. Lopez delayed sending the requested documents in a timely manner was due to Defendants’ representations.
113. Further, despite seeing that there were other positions open, Ms. Lopez did not apply for those other positions due to Defendants’ contractual representations.
114. Ms. Lopez was thus harmed by Defendants’ representations due to actions that occurred on May 14, 2025.

115. Further, Defendants are estopped from failing to give Ms. Lopez tenure due to the contractual representations they made.
116. Defendants' refusal to give Ms. Lopez tenure breaches their legal obligations to the contrary.
117. Defendants engaged in numerous additional breaches of contract with regard to their failure to comply with the Agreement between the Hudson County Area Vocational-Technical Education Association and the Board of Education of the Hudson County Schools of Technology, dated July 1, 2023 to June 30, 2028. (the "CBA"). (Exhibit "14").
118. Ms. Lopez is considered an instructional member and is thus subject to the CBA.
119. Article 16, Section 2 of the CBA contains mandatory requirements regarding teacher observations and requires that, "All monitoring observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher."
120. HCST violated this clause.
121. Ms. Krone created an observation that was dated April 1, 2025 and then changed to April 3, 2025.
122. Ms. Krone never told Ms. Lopez that she was conducting an observation of Ms. Lopez.
123. Ms. Lopez did not know she was being observed by Ms. Krone.
124. Ms. Lopez found out about the April 1 or April 3, 2025 observations via email on April 9, 2025 at 10:33am, after Ms. Lopez was given a non-renewal letter.
125. Article 16, Section 3 of the CBA pertains primarily to Evaluations. However, the section does state that, "An employee shall be given a copy of any visit, observation, or evaluation report prepared by his/her evaluator three days before any observation or post conference..."
126. HCST violated this clause in that it never gave Ms. Lopez a copy of the observation three days before the observation.
127. Ms. Lopez found out about the April 1 or April 3, 2025 observations via email on April 9, 2025 at 10:33am.
128. Article 16, Section 3(c) of the CBA mandates that HCST provide, "Specific suggestions as to measures that the teacher might take to improve his performance in each of the following areas wherein weakness has been indicated, citing specific domains and indicators."

129. Ms. Lopez was never given any specific suggestions or measures for her to improve her performance.
130. In fact, the only time she learned of the criticisms set for in the alleged April 1 or 3, 2025 observation, was after Ms. Krone issued a non-renewal letter advising that HCST had issues with her performance.
131. For example, Dr. Sirangelo sent Ms. Lopez a letter on April 7, 2025 advising that on April 10, 2025, the Board would meet to ratify terminating her employment as of June 30, 2025. (Exhibit “2”).
132. There was no inclusion in the letter of the reasons for the termination or of any notification of any issues with Ms. Lopez’ performance.
133. On April 17, 2025, Ms. Krone emailed Ms. Lopez a document that had notes about performance issues. (Exhibit “15”).
134. Ms. Krone never discussed any of the issues contained in the document with Ms. Lopez.
135. Ms. Krone never discussed any of these issues with Ms. Lopez during an evaluation or observation.
136. Such actions violate HCTS’s contractual obligations as set forth in the CBA.
137. On May 13, 2025, Timothy Fredericks, PhD (“Dr. Fredericks”) became the new interim Superintendent of Schools.
138. On May 14, 2025, Dr. Frederiks sent Ms. Lopez a letter stating, “I have thoroughly reviewed your employment status ...” and you are being non-renewed. (Exhibit “12”).
139. There was no inclusion in the letter of the reasons for the termination or of any notification of any issues with Ms. Lopez’ performance.
140. The first time that Ms. Lopez received any notification of a statement of performance reasons was not until May 29, 2025, in Dr. Fredericks letter, which was issued well after HCST terminated Ms. Lopez. (Exhibit “13”).
141. Dr. Fredericks never met with Ms. Lopez to discuss her performance before she was terminated.
142. On May 30, 2025, Ms. Lopez was able to get a copy of her personnel file.
143. The personnel file included some documents that Ms. Krone put in Ms. Lopez’ personnel file, without ever informing Ms. Lopez of same. (Exhibit “16”)

144. Ms. Krone never discussed any of the issues contained in the documents with Ms. Lopez.
145. Ms. Krone never discussed any of the issues noted in the documents with Ms. Lopez during an evaluation or observation.
146. Ms. Krone put critical documents about Ms. Lopez in Ms. Lopez' personnel file without ever informing Ms. Lopez or the Union that she was taking such an action.
147. HCTS's actions violate their contractual obligations as set forth in the CBA.
148. Article 16, Section 4(b) of the CBA specifically states that, "No material derogatory to a teacher's conduct, service, character or personality shall be placed in his or her personnel file unless the teacher has had the opportunity to review the material."
149. As noted above, Ms. Krone placed numerous derogatory materials about Ms. Lopez conduct, service, and character in her personnel file without ever giving her the opportunity to review the material.
150. Further, Ms. Krone bizarrely put other adverse and derogatory material about Ms. Lopez in her file and interwove them with handbook references, without ever giving her the opportunity to review the material. (Exhibit "17").
151. Ms. Lopez had to make numerous requests for her personnel file before she was finally sent the documents. (Exhibit "18").
152. Article 16, Section 5 of the CBA specifically states that, "No teacher shall have a student teacher under his supervision unless said teacher has obtained tenure status."
153. Ms. Lopez was required to supervise a student intern for the entire school year despite not having tenure status, in clear violation of the tenure requirement. (Exhibit "19").
154. Further, HCST did a memorandum of the resolution on March 22, 2024, where Ms. Lopez was required to supervise a student intern. (Exhibit "20").
155. Article 34, Section 4 of the CBA specifically states that, "The board and the association agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of a teacher or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status."
156. Defendants breached this section when they discriminated against Ms. Lopez.

157. Defendants then posted to replace Ms. Lopez and removed a requirement that the person be bi-lingual. (Exhibit “21”).
158. Upon information and belief, Defendants replaced Ms. Lopez with a Caucasian employee, Victoria Avella.
159. At the time of his termination, on May 14, 2025, plaintiff was making a salary of \$115,933.94. Further, plaintiff received medical benefits, dental insurance, life insurance, 401k benefits, paid vacation of twenty (20) days per year, paid holidays, ten (10) paid sick days, five (5) personal days, short-term disability insurance, and long-term disability insurance.
160. These benefits of employment make up plaintiff’s claim for damages.

Count I
(New Jersey Law Against Discrimination
Racial Discrimination/Harassment)

161. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
162. The foregoing facts and circumstances demonstrate that Defendants have violated the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*, by engaging in acts of racial discrimination/harassment.
163. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, emotional distress injuries, the physical manifestation of emotional distress injuries, and/or physical injury. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy Plaintiff’s life. Moreover, Plaintiff may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff’s damages have been experienced in the past, and they will continue into the future.
164. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff’s claims and protecting Plaintiff’s rights.

Count II
(New Jersey Law Against Discrimination
National Origin Discrimination/Harassment)

165. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
166. The foregoing facts and circumstances demonstrate that Defendants have violated the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*, by engaging in acts of national origin discrimination/harassment.
167. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, emotional distress injuries, the physical manifestation of emotional distress injuries, and/or physical injury. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy Plaintiff's life. Moreover, Plaintiff may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.
168. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count III
(New Jersey Law Against Discrimination
Retaliation)

169. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
170. The foregoing facts and circumstances demonstrate that Defendants have violated the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*, by retaliating for plaintiff complaining about racial and gender discrimination/harassment.
171. As a direct and proximate result of the actions of Defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, emotional distress injuries, the physical manifestation of emotional distress injuries, and/or physical injury. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy Plaintiff's life. Moreover, Plaintiff may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.

172. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

**Count IV
(Breach of Express Contract)**

173. Plaintiff repeats and incorporates herein the paragraphs set forth in this Complaint.
174. Defendants had contractual obligations to plaintiff that were set forth in their oral representations and/or their handbook, the CBA, and other employment documents.
175. Defendants' actions breached the contractual obligations set forth in these documents.
176. Defendants' actions give rise to the claim of breach of express contract.
177. As a direct and proximate result of the actions of Defendants, Plaintiff has been damaged.

**Count V
(Breach of Implied Contract)**

178. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
179. Defendants made numerous oral representations.
180. Defendants breached these oral representations.
181. Defendants' actions give rise to the claim of breach of implied contract.
182. As a direct and proximate result of the actions of Defendants, Plaintiff has been damaged.

**Count VI
(Breach of the Implied Covenant of Good Faith and Fair Dealing)**

183. Plaintiff repeats and incorporates herein the paragraphs set forth in this Complaint.
184. Defendants had contractual obligations to plaintiff as reflected above.
185. Defendants have breached these obligations.
186. Defendants' actions give rise to the claim of breach of the implied covenant of good faith and fair dealing.
187. As a direct and proximate result of the actions of Defendant, Plaintiff has been damaged.

**Count VII
(Detrimental Reliance)**

188. Plaintiff repeats and incorporates herein the paragraphs set forth in this Complaint.
189. Defendants engaged in actions which caused Plaintiff to rely upon to her detriment.
190. Defendants are liable for the damages caused to Plaintiff due to her detrimental reliance on the assertions made by Defendants.

191. As a direct and proximate result of the actions of Defendant, Plaintiff has been damaged.

Count VIII
(Tortious Interference with Prospective Business Relations)

192. Plaintiff repeats and incorporates herein the paragraphs set forth in this Complaint.

193. Defendants made numerous statements to Plaintiff that precluded her from moving forward with other employment opportunities.

194. Defendants then breached their representations in their oral statements.

195. Defendants actions tortiously interfered with Plaintiff gaining employment elsewhere.

196. As a direct and proximate result of the actions of Defendant, Plaintiff has been damaged.

WHEREFORE, as to each and every count, Plaintiff demands judgment on each and all of these Counts against the Defendants jointly and severally, as follows:

- A. Compensatory damages of not less than \$575,000;
- B. Damages for lost wages and benefits, back pay, front pay (or reinstatement);
- C. Damages for humiliation, mental and emotional distress;
- D. Statutory damages, if applicable;
- E. Punitive damages and or liquidated damages where permitted by law;
- F. Attorneys' fees and costs of suit;
- G. Lawful interest - including pre-judgment interest on lost wages;
- H. Lawful interest - including pre-judgment interest on any wages not paid in a timely manner; and
- I. Such other, further and different relief as the Court deems fitting, just and proper.

Plaintiff hereby reserves the right to amend this Complaint to supplement or modify the factual obligations and claims contained herein, based upon information received from the defendants, witnesses, experts, and others in the course of discovery in this matter.

DEMAND FOR TRIAL BY JURY

Pursuant to Rule 4:35-1(a) and (b), plaintiff respectfully demands a trial by jury on all issues in the within action so triable.

DESIGNATION OF TRIAL COUNSEL

In accordance with Rule 4:25-4, TY HYDERALLY is hereby designated as trial counsel on behalf of plaintiff.

R. 4:5-1(b)(2) CERTIFICATION OF NO OTHER ACTIONS OR PARTIES

I hereby certify that the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, that no other action or arbitration proceeding is contemplated, and that there are no other parties known to me at this time who should be joined as parties to this action.

DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

Pursuant to R. 4:10-2(b), demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment.

If so, please attach a copy of each, or in the alternative state, under oath and certification: (A) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all persons insured thereunder; (e) personal injury limits; (f) property damage limits; and (g) medical payment limits.

HYDERALLY & ASSOCIATES, P.C.
Attorneys for Plaintiff

By:



TY HYDERALLY, Esq.
For the Firm

DATED: January 13, 2026
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