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NORAH DEL CAMPO,

VS.

**CITY OF UNION CITY, MAYOR BRIAN
STACK, 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, Norah del Campo (“Mrs. del Campo” or “Plaintiff”), who resides at 301 72nd Street, second floor, North Bergen, New Jersey 07047, by way of this Complaint against Defendants, City of Union City (“Union City”), Mayor Brian Stack (“Mayor Stack”), John Does 1-10, and XYZ Corp. 1-10 (hereinafter collectively, “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”) (sexual harassment/hostile work environment); (2) a violation of the LAD (gender discrimination); (3) a violation of the LAD (retaliation); (4) a violation of the Conscientious Employee Protection Act, N.J.S.A. 34:19-1 *et seq.* (“CEPA”); (5) a violation of the New Jersey Wage and Hour Law, N.J.S.A. 34:11-56a *et seq.* (“NJWHL”); (6) a violation of the New Jersey Wage Payment Act, N.J.S.A. 34:11-4.1, *et seq.* (“NJWPA”); and (7) Breach of Implied Contract.
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 worked in Hudson County, Defendants are located in Hudson County, and some of the causes of action accrued in Hudson County, New Jersey.

II. Parties

4. City of Union City employed Mrs. del Campo, a female, from on or about November 12, 1997, until her last date of employment on June 1, 2022.
5. Mrs. del Campo was an employee of the defendant municipality and performed job-related duties in the State of New Jersey.
6. During the relevant period, Mayor Stack, a male, was the Mayor of Union City.
7. Additionally, Mayor Stack 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 his role as part of an illegal or tortious activity at the time he provided assistance; and (3) knowingly and substantially assisted the employer in the principal violation of the statutes referenced herein.
8. During the relevant time period, JOHN DOES 1-10 are currently unknown employees who were either senior management level employees who controlled Plaintiff's workplace, and supervised Plaintiff and aided and/or abetted in the commission of conduct complained of herein and/or who either acted within the scope of their employment at the workplace during working hours, or, to the extent they went beyond the scope of their employment, Defendants ratified, embraced and added to his conduct. As the parties engage in discovery, Plaintiff retains the right to amend the Complaint to add these individual employees by name.
9. During the relevant time period, XYZ Corp. 1-10 are unknown affiliated corporations or entities or other corporations who have liability for the claims set forth herein. As the parties engage in discovery, Plaintiff retains the right to amend the Complaint to add these individual entities by name.
10. 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, or, to the extent that they were not so acting, the corporate defendants ratified, embraced and added to their conduct.
11. Thus, all defendants are subject to suit under the statutes alleged above.

III. Factual Allegations

12. During the relevant period, Mrs. del Campo was a Clerk for the Senior Citizens Department for the City of Union City from on or about June 10, 2019, until her last date of work on August 30, 2021.
13. Among her other job responsibilities, Mrs. del Campo was tasked with arranging transportation for eligible residents.
14. On September 21, 2021, Mrs. del Campo scheduled an emergency senior pickup with Martin De Jesus (“Mr. De Jesus”), a male driver for Defendant.
15. Mrs. del Campo called and spoke with Mr. De Jesus to finish with his scheduled drop-off and then proceed to the emergency pickup.
16. Mr. De Jesus, upon hearing he had to immediately proceed to the emergency pickup, uttered a phrase in Spanish to Mrs. del Campo that translates as a command for Mrs. del Campo to perform oral sex on him.
17. Mr. De Jesus said, “Me estas hacienda una mamada.”
18. Mr. De Jesus was well aware that Mrs. del Campo was a married woman at the time.
19. Additionally, Mr. De Jesus was married as well when he made the sexual and gender discriminatory comment aimed at Mrs. del Campo.
20. Mrs. del Campo was stunned and did not immediately respond.
21. A coworker, Christian Murrugarra (“Mr. Murrugarra”), who overheard the exchange urged Mrs. del Campo to report the incident.
22. Mr. Murrugarra was so offended by the comment, that he complained of the comment to his and Mrs. del Campo’s supervisor, Ms. Gladys Guillen (“Ms. Guillen”), before Mrs. del Campo could approach her.
23. Mrs. del Campo then approached Mrs. Guillen and told her the details of what occurred with Mr. De Jesus.
24. Mrs. del Campo noted that Mr. De Jesus sexually harassed her and discriminated against her because Mrs. del Campo was a female.
25. Mrs. Guillen downplayed the situation and said that Mr. De Jesus was probably joking around.
26. Mrs. del Campo responded that it was not a joke and that Mr. Murrugarra heard everything.

27. Mrs. del Campo insisted that she wanted to make a formal sexual harassment and discrimination complaint.
28. Due to Mrs. Guiller continuing to downplay the incident, Mrs. del Campo elevated the complaint by going to Mayor Stack's aide, Alex Velazquez ("Mr. Velazquez"), who is male.
29. Mrs. del Campo told Mr. Velazquez all the details of her complaint.
30. Mr. Velazquez merely directed Mrs. del Campo to have Mrs. Guiller document the incident and send it to Judith Gottlieb ("Ms. Gottlieb"), in Human Resources.
31. Ms. Gottlieb never followed through or spoke with Mrs. del Campo about the sexual harassment and gender discrimination complaint that Mrs. del Campo had made.
32. In fact, upon information and belief, Ms. Gottlieb never spoke to Mr. Murrugarra or Mr. De Jesus or any other person about the sexual harassment and gender discrimination complaint that Mrs. del Campo had made.
33. In November 2021, Mrs. del Campo approached Ms. Gottlieb and asked about the status of the investigation.
34. Ms. Gottlieb explained that it was still under investigation and that she would let Mrs. del Campo know the outcome of the investigation, then shrugged her shoulders and walked away.
35. Mrs. del Campo followed up with Ms. Guiller several times to find out the status of the investigation.
36. Mrs. Guiller stated that Ms. Gottlieb stated she shared the complaint with Mayor Stack and that it was with the lawyers.
37. Subsequently, Mr. De Jesus called Mrs. del Campo repeatedly and harassed her and hung up the phone on her.
38. Mrs. del Campo complained to Mrs. Guiller about the retaliatory harassment.
39. Mrs. Guiller dismissively told Mrs. del Campo to just not pick up the telephone, despite knowing the mandate that calls had to be picked up within three rings.
40. In November 2021, Ms. Gottlieb transferred Mrs. del Campo to the Tax Collector's office.
41. Ms. Gottlieb was well aware that Mrs. del Campo had a 2005 harassment complaint against Donna Botti, Cashier Clerk, who worked in the Tax Collector's office.

42. Ms. Gottlieb was well aware that Mrs. del Campo made her complaint to Sonia Schulman-Hernandez (“Mrs. Schulman”), the Director of the Tax Collector’s office.
43. Mrs. Schulman took no action about the complaint which led to Mrs. del Campo complaining to Commissioner Maryuary Bombino, who was in charge of the department.
44. Thus, Mrs. del Campo objected to being transferred to the Tax Collector’s department as Mrs. Schulman was still the head of the department.
45. In December 2021, Mrs. del Campo informed Mrs. Guiller that the continued retaliation needed to be addressed.
46. However, no remedial action was taken.
47. Instead, Ms. Gottlieb sent a letter dated January 12, 2022, effectuating Mrs. del Campo’s transfer to the Tax Collector’s office.
48. Other employees in the Seniors Department could easily have been transferred to the Tax Collector’s office.
49. Thus, it was clear to Mrs. del Campo that she was being transferred in retaliation for her sexual harassment and gender discrimination complaint.
50. Mrs. del Campo contacted the President of the Union City Employees Association (“UCEA”), Francois Nunez (“Mr. Nunez”).
51. Mr. Nunez filed a UCEA grievance and informed Mrs. del Campo that she did not have to report to the Tax Collector’s department and that she should continue to work in the Senior Citizen’s Department.
52. Because Defendants failed to take curative action and retaliation and reprisal continued to occur, Mrs. del Campo was forced to submit retirement paperwork on January 18, 2022.
53. That same day, Mayor Stack called Mrs. del Campo.
54. Mayor Stack informed Mrs. del Campo that he was aware that she had a grievance filed, but that he “was the one in charge of the City and not Mr. Nunez, and that Mrs. del Campo must report to the tax office.”
55. Mrs. del Campo was so unnerved by the phone call that she experienced chest pain and sought medical care that same day.

56. On January 24, 2022, Mrs. del Campo took a personal day in preparation for a medical procedure, for which Mrs. del Campo took a personal day, on January 25, 2022. Mrs. del Campo then took sick days on January 26, 27, and 28, 2022.
57. In retaliation for her sexual harassment and discrimination complaint, instead of receiving paid personal and sick days, Mrs. del Campo was docked for the days taken as medical leave.
58. On February 1, 2022, Mrs. del Campo received a memo indicating that her anticipated amount of terminal leave was \$6,623.39.
59. On February 7, 2022, Mrs. del Campo submitted a request for five vacation days.
60. Permanent, full-time employees with 11 years of service or more, such as Mrs. del Campo, are entitled to 25 vacation days a year, without the need to accrue such time.
61. The request was approved by Commissioner Martinetti, who had to sign off on all requests for time off.
62. On March 4, 2022, Mrs. del Campo submitted her application for retirement as well as a request for 10 vacation days from April 11-25, 2022, and another 10 vacation days from May 9-20, 2022.
63. Mrs. del Campo had a conversation with Ms. Schulman, her supervisor in the Tax Collector's Department, who verbally approved the request.
64. However, instead of sending Mrs. del Campo's request to Commissioner Martinetti as per protocol, Mrs. Schulman sent the request to Tammy Zucca ("Ms. Zucca"), Defendant's CFO, who worked in Payroll.
65. Ms. Zucca reports directly to Mayor Stack.
66. Ms. Zucca denied Mrs. del Campo's request.
67. Thus, on March 7, 2022, Mrs. Schulman informed Mrs. del Campo that her vacation requests were denied because Mrs. del Campo's vacation time was being prorated.
68. Mrs. del Campo was shocked to learn of this departure from past practice, especially as she was so close to retirement.
69. Mrs. del Campo justifiably believed that these actions were specifically taken against her to retaliate against her for making a sexual harassment and gender discrimination complaint.

70. Thus, Mrs. del Campo reached out to Denise Colditz (“Ms. Colditz”), the retired CFO for the City of Union City, who agreed that she would reach out to Mayor Stack’s office to try to remediate the situation.
71. Ms. Colditz confirmed that it was not past practice to prorate an employee’s time off, and certainly not in the year the employee was retiring.
72. Ms. Colditz subsequently informed Mrs. del Campo that she sent Mayor Stack an email but got no response.
73. Thus, Mrs. del Campo sent the below email directly to Mayor Stack:

From: Norah Henriquez [REDACTED]
Sent: Thursday, July 14, 2022 3:34 PM
To: Brian P. Stack
Cc: Francisco Nunez
Subject: Monies owed

Dear Mayor Stack,

As you know, I am pursuing my complaint that I was not paid my leave when I retired which equates to roughly \$5500.

Clearly, this is being done in retaliation for me making a sexual harassment on September 29, 2021. I made my complaint to Gladys Guiller that Martin DeJesus said to me, “Me estas hacienda una mamada.” This translates to “You are sucking my dick.” Ms. Guiller stated that Martin denied making the remark. However, Christian Murrugarra, who was right there when the comment was made, admitted to hearing it. Ms. Guiller sent you a memo of these facts. Your subsequent action was to retaliate against me by transferring me to the tax collector department from the senior citizens department so that I would no longer have Gladys Guiller as my supervisor and so that my new supervisor would be Sonia Schulman Hernandez. You also performed this retaliatory act because you knew that I had made complaints when I was in the tax collector department about Donna Botti and Sonia Schulman Hernandez. Further, you took no action pertaining to Martin DeJesus sexually harassing me. These actions resulted in forcing me to retire. Unfortunately, your retaliation continues to the current day.

I should have received my last paycheck of \$1,200.48 on June 3, 2022. I have not received it. I should have received terminal leave in the amount of \$6,623.39. Instead, I received only \$1,208.48. Sick leave has never been prorated for other employees that retired. Your actions are illegal and violate the New Jersey wage and hour laws, CEPA, and the Law Against Discrimination.

I would like to receive the differential in terminal leave and my paycheck no later than July 21, 2022. If you decide to continue to retaliate against me, by not sending me these two checks, then

I will have to pursue this by filing a complaint and contacting Ty Hyderally, Esq.'s office in Montclair, New Jersey.

Sincerely,
Norah
Sent from my iPhone

74. Mayor Stack acknowledged receipt of the email and asked for Mrs. del Campo's phone number, despite already having it.
75. Mayor Stack sent the following email:

On Jul 14, 2022, at 3:54 PM, Brian P. Stack <[REDACTED]> wrote:

Thank you for your email. Please include your telephone number for a response.

76. Mrs. del Campo immediately responded with the following email:

From: Norah Henriquez <[REDACTED]>
Date: July 14, 2022 at 6:27:01 PM EDT
To: "Brian P. Stack" <[REDACTED]>
Subject: Re: Monies owed

My cell phone number is [REDACTED]

Sent from my iPhone

77. Mrs. del Campo got no response and sent the following email:

From: Norah Henriquez [REDACTED].com>
Date: July 15, 2022 at 11:52:53 AM EDT
To: "Brian P. Stack" [REDACTED]>
Subject: Matters of concern

Despite me giving you my phone number, I never received a phone call from you.

78. Mrs. del Campo received silence.

79. This was Mayor Stack's method of retaliating against a veteran employee of 25 years with Union City.
80. Mayor Stack joined the sexual harasser and discriminator in refusing to take curative or remedial action.
81. Mayor Stack condoned the retaliation by taking no curative or remedial action.
82. Thus, Mrs. del Campo was forced to terminate her employment with an effective date of June 1, 2022.
83. Since that date, the deductions for her taking terminal leave reflecting prorated time off remain. Thus, instead of receiving \$6,623.39 in terminal leave as noted in the January 24, 2022, memo from Tammy Zucca, Mrs. del Campo received \$1,208.48.
84. Further, Defendants also retaliated against Mrs. del Campo by never paying her for her personal and sick days taken in January 2022.
85. Further, Defendants also retaliated against Mrs. del Campo by never sending her last paycheck for hours worked from May 30, 2022, to June 3, 2022.
86. Thus, Defendants have unlawfully withheld Mrs. del Campo's net wages in the amount of \$1,200.48.
87. As of June 3, 2022, Defendants owed Mrs. del Campo her last paycheck and an additional \$5,422.91 in terminal leave.
88. Further, Mrs. del Campo's employment was ended on June 1, 2022, due to Defendants' retaliatory actions.
89. As of June 1, 2022, Mrs. del Campo received an annual salary in excess of \$40,000/annum, as well as medical benefits, vision benefits, dental benefits, pension plan, short term and long-term disability insurance, pharmaceutical coverage benefits, insurance coverage for death, etc.
90. These lost wages and benefits of employment make up her claim for damages.

Count I
(Law Against Discrimination, N.J.S.A. 10:5-1 *et seq.*) ("LAD")
(Sexual Harassment/Hostile Work Environment)

91. Plaintiff realleges and incorporates herein the other paragraphs contained in this

Complaint.

92. 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 sexual harassment which created a hostile work environment which was severe or pervasive and altered Plaintiff's working conditions.
93. 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.
94. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count II
(LAD)
(Gender Discrimination)

95. Plaintiff realleges and incorporates herein the other paragraphs contained in this Complaint.
96. 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 discriminating against Plaintiff because of her gender, female.
97. 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.

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

Count III
(LAD)
(Retaliation)

99. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
100. 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 against Plaintiff for complaining about sexual discrimination and/or harassment and/or a hostile work environment.
101. 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 has and/or 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.
102. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count IV
(Conscientious Employee Protection Act, N.J.S.A. 34:19-1 *et seq.*) ("CEPA")

102. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint, unless noted below.
103. Defendants engaged in illegal, immoral, and/or offensive actions as reflected below.
104. Shortly after Mrs. del Campo lodged a complaint of sexual harassment by a co-worker, she was transferred to a different department despite being on the cusp of retirement.
105. Additionally, Defendants violated the wage and hour laws and breached their contractual obligation to pay Mrs. del Campo monies as noted herein.
106. Mrs. del Campo objected to such illegal actions.

107. Rather than investigate the claim of sexual harassment and/or take curative action with regard to the wage and hour issues and departure from past practices, Defendants retaliated against Plaintiff for disclosing and/or threatening to disclose the violation and/or for objecting to the activity which was (1) is in violation of a law, or a rule or regulation promulgated pursuant to law or (2) is fraudulent or criminal; or (3) is incompatible with a clear mandate of a public policy concerning the health, safety, or welfare or protection of the environment.
108. Thus, Defendants retaliated against Plaintiff because Plaintiff did one or more of the following:
- (a) disclosed or threatened to disclose to a supervisor or a public body an activity, policy or practice of the employer or another employer, with whom there is a business relationship, that the Plaintiff reasonably believed is in violation of a law, or a rule or regulation promulgated pursuant to law;
 - (b) Provided information to, or testified before, any public body conducting an investigation, hearing or inquiry into any violation of law, or a rule or regulation promulgated pursuant to law by the employer or another employer, with whom there is a business relationship; or
 - (c) Objected to, or refused to participate in, an activity, policy or practice which Plaintiff reasonably believed to be:
 - (1) in violation of a law, or a rule or regulation promulgated pursuant to law; or
 - (2) fraudulent or criminal; or
 - (3) incompatible with a clear mandate of a public policy concerning the health, safety, or welfare or protection of the environment.
109. Thus, this cause of action is not created by the fact that Defendants discriminated against Plaintiff due to his disability and/or retaliated against Plaintiff due to his complaint of disability discrimination.
110. Rather the factual predicate for this cause of action is separate and distinct from the factual predicate from the LAD-based causes of action.
111. The above actions of Defendants demonstrate that they are in violation of CEPA.

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

Count IV
(NJ WHL)

114. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
115. The actions of Defendants give rise to violations of the New Jersey Wage and Hour Law.
116. Defendants' actions to violate the law were done intentionally and with malice.
117. Defendants retaliated against Plaintiff for her complaints to them that she was not properly paid wages or other monies owed to her by Defendants in accordance with the law.
118. 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 has and/or 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.
119. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count V
(NJ WPA)

120. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
121. The actions of Defendants give rise to a violation of the New Jersey Wage Payment Act.
122. Under *N.J.S.A.* 34:11-4.2, every employer shall pay the full amount of wages due to his employees at least twice during each calendar month, on regular pay days designated in advance by the employer, in lawful money of the United States or with checks on banks where suitable arrangements are made for the cashing of such checks by employees without difficulty and for the full amount for which they are drawn.
123. Defendants failed to pay Plaintiff his full amount of wages when lawfully due.
124. 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 has and/or 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.
125. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count VI
(Breach of Implied Contract)

126. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
127. The actions of Defendants give rise to the claim of implied breach of contract.
128. 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 has and/or 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.

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

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 \$250,000;
- 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.

DATED: October 21, 2022

HYDERALLY & ASSOCIATES, P.C.
Attorneys for Plaintiff



By:

TY HYDERALLY, Esq.
For the Firm

Civil Case Information Statement

Case Details: HUDSON | Civil Part Docket# L-003523-22

Case Caption: DEL CAMPO NORAH VS CITY OF UNION CITY

Case Initiation Date: 10/21/2022

Attorney Name: TY HYDERALLY

Firm Name: HYDERALLY & ASSOCIATES, P.C.

Address: 33 PLYMOUTH ST STE 202
MONTCLAIR NJ 07042

Phone: 9735098500

Name of Party: PLAINTIFF : Del Campo, Norah

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

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 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: Norah Del Campo? 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: Employer/Employee

Does the statute governing this case provide for payment of fees by the losing party? YES

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? NO **Title 59?** NO **Consumer Fraud?** 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)

10/21/2022
Dated

/s/ TY HYDERALLY
Signed