

LAW OFFICES OF ERIC A. SHORE

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Attorney for Plaintiff, Jessica Soberal

JESSICA SOBERAL,

Plaintiff,

vs.

**NEW JERSEY REENTRY CORPORATION;
JAMES MCGREEVEY; and
JOHN DOES 1-5 and 6-10,**

Defendants

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION
BURLINGTON COUNTY**

Docket Number

Civil Action

COMPLAINT AND JURY DEMAND

Plaintiff, Jessica Soberal, residing in Fort Dix, Burlington County, New Jersey, by way of
Complaint against the Defendants, say:

Preliminary Statement

This case is brought under New Jersey Law Against Discrimination (“LAD”), N.J.S.A.
10:5-1 *et seq.*, for pregnancy discrimination and retaliation.

Identification of Parties

1. Plaintiff, Jessica Soberal, is a female and a resident of the State of New Jersey and
was, at all relevant times herein, an employee of Defendants.

2. Defendant New Jersey Reentry Corporation is a New Jersey corporation,
maintaining a principal place of business in Jersey City, New Jersey.

3. Defendant James McGreevey was, at all relevant times herein, a member of Defendant's upper management, as that term is understood within the meaning of the LAD.

4. Defendants John Does 1-5 and 6-10 are individuals and/or entities who, on the basis of *respondeat superior* or, on the basis of their own acts, are liable to the Plaintiff for the reasons set forth in this Complaint.

General Allegations

5. At all times relevant Plaintiff was performing her job responsibilities up to the legitimate expectations of her employer.

6. In or about December 2017 Plaintiff discovered she was pregnant.

7. Plaintiff informed Defendant of her pregnancy in or around January 2018.

8. In or around April 2018, Plaintiff experienced medical complications related to her pregnancy.

9. As a result, Plaintiff requested, and had received the reasonable accommodation or teleworking since approximately April 12, 2018.

10. By doing so, Plaintiff engaged in protected conduct under the LAD.

11. This accommodation was authorized by Defendant's then Executive Director, John Koufos, Regional Director, Lindsay Dunnells and Clinical Director Shaae Cali.

12. Plaintiff was remotely performing her job responsibilities satisfactorily.

13. However, on or about July 16, 2018, Plaintiff was advised that staff must perform their respective work duties at the office.

14. No explanation was given to Plaintiff as to why Defendant suddenly refused to honor her accommodation, which Defendants had found to be a reasonable accommodation until that time.

15. Thereafter, due to Plaintiff's pregnancy and medical condition, HELLP Syndrome, Plaintiff presented Defendant with a doctor's note, requesting that her reasonable accommodation of working remotely continue.

16. By doing so, Plaintiff engaged protected conduct under the LAD.

17. In response, instead of engaging in an interactive process, Defendant refused to accommodate Plaintiff's pregnant and medical condition and informed Plaintiff that if she did not apply for disability insurance, she would be terminated.

18. Plaintiff complained to her supervisor, James McGreevey, that she believed his actions in forcing her to take disability leave instead of engaging in the interactive process with her and accommodating her pregnant condition was illegal and a violation of the LAD.

19. In doing so, Plaintiff engaged in protected conduct under the LAD.

20. As a result of Defendant's conduct, on or about August 8, 2018, Plaintiff reluctantly agreed to apply for disability as of that date, so that she could remain employed.

21. Plaintiff remained in contact with Defendants and, on or about November 20, 2018, informed them that her disability would be extended.

22. Again, instead of engaging in the interactive process, Defendants terminated Plaintiff's employment while Plaintiff was on disability leave.

23. Defendant's decision to terminate Plaintiff's employment was motivated by and/or determined by Plaintiff's pregnant and/or medical condition and/or was causally connected to Plaintiff's protected conduct, above.

24. Any other reason offered by Defendant is pretext.

COUNT I

LAD – PREGNANCY DISCRIMINATION

25. Plaintiff hereby repeats and re-alleges the preceding and succeeding paragraphs as though fully set forth herein.

26. Plaintiff is member of a protected class under the LAD.

27. At all times relevant, Plaintiff was performing their job responsibilities up to and exceeding the legitimate expectations of Defendant.

28. Plaintiff was terminated on or around November 20, 2018.

29. Defendants' decision to terminate Plaintiff's employment was determined in part and/or motivated in part by Plaintiff's pregnancy.

30. The conduct of Defendants was especially egregious, therefore punitive damages are appropriate.

31. Any other reason offered for Plaintiff's termination is pretext.

WHEREFORE, Plaintiff demands judgment against the Defendants New Jersey Reentry Corporation, James McGreevey and John Does 1 -5 and 6 -10, jointly and/or severally and in the alternative, together with compensatory damages, punitive damages, costs of suit, attorney's fees and enhancements, interest and any other relief the court deems equitable and just.

COUNT III

LAD – PREGANCY/DISABILITY DISCRIMINATION – FAILURE TO

ACCOMMODATE

32. Plaintiff hereby repeats and re-alleges the preceding and succeeding paragraphs as though fully set forth herein.

33. Plaintiff was disabled within the meaning of the LAD.

34. Plaintiff had been performing her job duties up to and exceeding the legitimate expectations of her employer and was able to perform the essential duties of her position with or without accommodation.

35. Defendants were aware of Plaintiff's need for a reasonable accommodation.

36. There was an accommodation that would have allowed Plaintiff to perform the essential functions of her job.

37. Defendants failed to engage in the interactive process with Plaintiff.

38. Defendants denied Plaintiff any accommodation.

39. The conduct of Defendants was especially egregious.

40. Defendant McGreevey, a member of Defendants' upper management, participated in the action of refusing to engage in the interactive process and refusing to accommodate Plaintiff, therefore punitive damages are appropriate.

WHEREFORE, Plaintiff demands judgment against the Defendants New Jersey Reentry Corporation, James McGreevey and John Does 1 -5 and 6 -10, jointly and/or severally and in the alternative, together with compensatory damages, punitive damages, costs of suit, attorney's fees and enhancements, interest and any other relief the court deems equitable and just.

COUNT IV

LAD – DISABILITY DISCRIMINATION – PERCEPTION

41. Plaintiff hereby repeats and re-alleges the preceding and succeeding paragraphs as though fully set forth herein.

42. Plaintiff was disabled within the meaning of the LAD.

43. Plaintiff had been performing her job duties up to and exceeding the legitimate expectations of her employer and was able to perform the essential duties of her position with or without accommodation.

44. Defendants perceived Plaintiff as disabled and unable to perform her job.

45. Defendants' decision to terminate Plaintiff was determined in part and/or motivated in part by Plaintiff's disability and/or perceptions held regarding her disability.

46. Because the unlawful discrimination and/or termination was undertaken by members of upper management and was undertaken intentionally, egregiously, maliciously and with a willful or wanton disregard for the rights of the Plaintiff, punitive damages are appropriate.

WHEREFORE, Plaintiff demands judgment against the Defendants New Jersey Reentry Corporation, James McGreevey and John Does 1 -5 and 6 -10, jointly and/or severally and in the alternative, together with compensatory damages, punitive damages, costs of suit, attorney's fees and enhancements, interest and any other relief the court deems equitable and just.

COUNT V

LAD – RETALIATION

47. Plaintiff hereby repeats and re-alleges the preceding and succeeding paragraphs as though fully set forth herein.

48. Plaintiff confronted Defendant McGreevey and opposed conduct she reasonably believed to be discriminatory.

49. Plaintiff's conduct in this regard was protected under the LAD.

50. Plaintiff was subsequently terminated by Defendants.

51. Defendants' decision to terminate the Plaintiff was causally connected and/or motivated in part and/or determined in part by Plaintiff's protected conduct.

52. Because the unlawful discrimination and/or termination was undertaken by members of upper management and was undertaken intentionally, egregiously, maliciously and with a willful or wanton disregard for the rights of the Plaintiff, punitive damages are appropriate.

WHEREFORE, Plaintiff demands judgment against the Defendants New Jersey Reentry Corporation, James McGreevey and John Does 1 -5 and 6 -10, jointly and/or severally and in the alternative, together with compensatory damages, punitive damages, costs of suit, attorney's fees and enhancements, interest and any other relief the court deems equitable and just.

COUNT VI

LAD – INDIVIDUAL LIABILITY – JAMES MCGREEVEY

53. Plaintiff hereby repeats and re-alleges the preceding and succeeding paragraphs as though fully set forth herein.

54. Defendant McGreevey is a person liable under the LAD for taking a reprisal against Plaintiff because she opposed Defendants' discriminatory conduct.

55. Defendant McGreevey is also liable for aiding and abetting Defendants to discriminate and retaliate against Plaintiff.

56. Plaintiff confronted Defendant McGreevey and opposed conduct she reasonably believed to be discriminatory.

57. Plaintiff's conduct in this regard was protected under the LAD.

58. Plaintiff was subsequently terminated by Defendants.

59. Defendant McGreevey participated in the decision to terminate the Plaintiff and/or provided assistance to the Defendant New Jersey Reentry Corporation in discriminatorily and/or retaliatory terminating Plaintiff's employment.

60. In this regard, Defendant McGreevey was generally aware of his role in the overall illegal, discriminatory and retaliatory activity at the time that he provided the assistance.

61. Defendant McGreevey knowingly and substantially assisted Defendant New Jersey Reentry Corporation in discriminating and/or retaliating against Plaintiff.

62. Plaintiff's termination was causally connected and/or motivated in part and/or determined in part by Plaintiff's protected conduct.

63. Because the unlawful discrimination and/or termination was undertaken by members of upper management, including Defendant McGreevey, and was undertaken intentionally, egregiously, maliciously and with a willful or wanton disregard for the rights of the Plaintiff, punitive damages are appropriate.

WHEREFORE, Plaintiff demands judgment against the Defendants New Jersey Reentry Corporation, James McGreevey and John Does 1 -5 and 6 -10, jointly and/or severally and in the alternative, together with compensatory damages, punitive damages, costs of suit, attorney's fees and enhancements, interest and any other relief the court deems equitable and just.

DEMAND TO PRESERVE EVIDENCE

Defendants are hereby directed to preserve any and all physical, electronic and/or digital information or data pertaining in any way to Plaintiff's employment, to Plaintiff's allegations, causes of action or defense to Plaintiff's allegations or causes of action as well as any and all evidence pertaining to any party or employee of any party, including but not limited to physical,

electronic and/or digital data (electronically stored information), web pages, social media profiles, pages or identities, emails, voice messages, text messages, instant messages or messaging systems, recordings, digital recordings, media images and videos, temporary memory, memory sticks, portable memory devices, laptops or computers, CDs, DVDs, USB devices, databases, computer activity logs, internet browsing history (including cookies), network access and server activity logs, word processing files and file fragments, back-up and archival files, imaging and facsimile files, electronic calendar and scheduling program files and file fragments as well as any other contact and relationship management data (e.g., Outlook, ACT!), electronic spreadsheet files and file fragments, related to this matter. This includes a request that such information not be modified, altered or deleted as a result of data compression or disk fragmentation (or other optimizations procedures), which processes you are hereby directed to suspend until such time as that data can be preserved, copied and produced.

In terms of paper information, Defendants are directed to preserve any and all contracts and contract drafts, emails, memos and drafts of memos, handbooks (past and present), policies (past and present) and drafts, employment files, pay stubs or duplicates, spreadsheets, lists, reports, documents, notes, correspondence, photographs, investigative information or other documents which pertain in any way to the controversy, parties or witnesses in this matter.

INITIAL REQUEST FOR INSURANCE INFORMATION

Defendants are hereby requested to provide copies of any and all policies of insurance which may provide coverage for the claims and causes of action contained in this Complaint.

JURY DEMAND & TRIAL COUNSEL DESIGNATION

Plaintiff hereby demands a trial by jury. Toni L. Telles, Esq. of the Law Offices of Eric

A. Shore is hereby designated trial counsel.

LAW OFFICES OF ERIC A. SHORE

BY: */s/ Toni L. Telles*

TONI L. TELLES, ESQUIRE

Four Echelon Plaza

201 Laurel Rd., 8th Floor

Voorhees, New Jersey 08043

Date: July 10, 2020

RULE 4:5-1 CERTIFICATION

I, Toni L. Telles, hereby certify the following:

1. I am an attorney, licensed to practice law in the State of New Jersey and am responsible for the above captioned matter.
2. To the best of my knowledge and belief, this matter in controversy is not the subject of any other action pending in any Court or of a pending arbitration proceeding, nor is any such proceeding contemplated at this time.

LAW OFFICES OF ERIC A. SHORE

BY: */s/ Toni L. Telles*

TONI L. TELLES, ESQUIRE

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Voorhees, New Jersey 08043

Attorney for Plaintiff, Jessica Soberal

Date: July 10, 2020