

# **EXHIBIT A**

ROBERT A. SKOBLAR, ESQ.  
SKOBLAR LAW, P.C.  
Attorney ID: 010321979  
321 Union Street  
Hackensack, New Jersey 07601  
Tel. No. (201) 816-9226  
Fax No. (201) 568-0368  
E-mail: powallace@msn.com  
Attorney for Plaintiff – Nadia Salem

-----X	:	
NADIA SALEM,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION – HUDSON COUNTY
Plaintiff,	:	
	:	Docket No. HUD-L-4711-20
-against-	:	
	:	
SAM’S WEST, INC., DOES I-X,	:	Civil Action
ABC CORPORATIONS I-X,	:	
	:	<b>SUMMONS</b>
	:	
Defendants.	:	
-----X	:	

**FROM THE STATE OF NEW JERSEY**

To The Defendant(s) named Above: **Sam’s West, Inc.**

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is provided and available in the Civil Division Management Office in the county listed above and online at [http://www.njcourts.gov/forms/10153\\_deptyclerklawref.pdf](http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf).) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff’s attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If

judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is provided and available in the Civil Division Management Office in the county listed above and online at [http://www.njcourts.gov/forms/10153\\_deptyclerklawref.pdf](http://www.njcourts.gov/forms/10153_deptyclerklawref.pdf).

\_\_\_\_\_  
MICHELLE M. SMITH, ESQ.  
Clerk of the Superior Court

DATED: January 11, 2021

Name of Defendant to Be Served: Sam's West, Inc. d/b/a Sam's Club

Address of Defendant to Be Served: c/o David S. Kim, Esq., Ford Harrison LLP  
300 Connell Drive, Suite 4100, Berkeley Heights, NJ

ROBERT A. SKOBLAR, ESQ.  
 SKOBLAR LAW, P.C.  
 Attorney ID: 010321979  
 321 Union Street  
 Hackensack, New Jersey 07601  
 Tel. No. (201) 816-9226  
 Fax No. (201) 568-0368  
 E-mail: powallace@msn.com  
 Attorney for Plaintiff – Nadia Salem

-----X	:	
NADIA SALEM,	:	SUPERIOR COURT OF NEW JERSEY
	:	LAW DIVISION – HUDSON COUNTY
Plaintiff,	:	
	:	Docket No.
-against-	:	
	:	
SAM’S WEST, INC., DOES I-X,	:	Civil Action
ABC CORPORATIONS I-X,	:	
	:	<b>VERIFIED COMPLAINT</b>
	:	<b>AND JURY DEMAND</b>
Defendants.	:	
-----X	:	

Plaintiff NADIA SALEM residing at 1152 51<sup>st</sup> Street, in the Township of North Bergen, County of Hudson, in the State of New Jersey by way of Verified Complaint states that:

1. Upon information and belief, Defendant SAM’S WEST, INC. D/B/A SAM’S CLUB (hereinafter “Sam’s Club” or the “Company”) is an Arkansas corporation headquartered at 2101 Simple Savings Drive, Bentonville, Arkansas 72716-0745.
2. Sam’s Club conducts business activities in interstate commerce on a regional scale, including in Hudson County, New Jersey.
3. Defendants DOES I-X and ABC CORPORATIONS I-X are persons/entities whose identities are currently unknown to Plaintiff that may have aided, abetted, incited, compelled or coerced the following discriminatory and illegal actions.

**FACTS REVELANT TO ALL COUNTS**

4. Plaintiff Nadia Salem (hereinafter “Salem”), a practicing Muslim born in Palestine on May 26, 1965, worked for Sam’s Club in various roles at the Company’s retail store located at 300 Park Plaza Drive, Secaucus, New Jersey 07094 (hereinafter the “Store”) from on or about November 8, 2008 to on or about March 28, 2020 (hereinafter the “Employment”).
5. At all times throughout the Employment, Salem performed her job in a competent, efficient and effective manner.

**Failure to Reasonably Accommodate Religious Beliefs**

6. In each year of the Employment, during the month of Ramadan, the dates for which vary annually, Salem requested that her schedule be adjusted so she may work the earlier of the two daily shifts scheduled by the Company.
7. Salem made it clear to her supervisors on numerous occasions in each year of her Employment that during Ramadan fasting is obligatory for all Muslims from sunrise to sundown, and evening meals are typically shared with family together with prayer.
8. Sam’s Club unreasonably denied each and every of the aforesaid scheduling requests.
9. Sam’s Club often had Salem close the subject Store each evening during Ramadan in total and callous disregard of Salem’s religious beliefs.
10. Salem requested on numerous occasions that Sam’s Club adjust her schedule so that she may have Friday off each week; Friday being a day of worship in Islam.
11. Alternatively, Plaintiff requested that the Company adjust her schedule to allow Salem to attend afternoon prayers on Fridays from 1pm to 2pm at her local mosque.

12. Sam's Club likewise unreasonably and maliciously denied these requests, despite Salem explaining clearly and often to the Company the importance of Friday prayer in Islam.
13. At no time did Salem request a reduction in hours or workdays, but only reasonable adjustments to her schedule so that she may complete the full number of hours/days in a standard workweek while fulfilling her religious obligations.
14. Because the Store was open seven days a week, Salem's requests were more than reasonable and the Company could have feasibly accommodated the Plaintiff with no meaningful disruptions to its Store operations.
15. Upon information and belief, Sam Club's frequently and liberally adjusted the schedules of non-Muslim coworkers for trivial matters, such as attending ordinary social events on Friday nights, while refusing to make any such accommodation for the Plaintiff for religious reasons.

**Discriminatory Failure to Promote**

16. Defendant initially hired Salem as a cashier, but, in or about 2019, the Plaintiff quickly progressed to the position of "Team Lead" in the Store's cash office.
17. Plaintiff enjoyed working in the cash office and excelled in her new position.
18. Approximately one month after Defendant promoted Salem to the cash office, however, the Company directed the Plaintiff to step down as Team Lead and replaced her with another associate (hereinafter referred to as "Employee A"), who thereby became Salem's superior.

19. Upon information and belief, Employee A is approximately fifteen years younger than Plaintiff, had less experience than Plaintiff with Sam's Club, and had no experience with the Company's cash office prior to her promotion.
20. As a result of Plaintiff's demotion from Team Lead, Sam's Club reduced her hourly wage by approximately ten percent.
21. Employee A left the subject Team Lead position six months thereafter, and Salem unsuccessfully reapplied for the same position.
22. Defendant instead filled the subject vacancy with an employee that had no cash office experience (hereinafter referred to as "Employee B"), who Salem had to train upon that employee's promotion.
23. Defendant put Salem in the humiliating position of having to train her own boss after rejecting the Plaintiff for the subject vacancy.
24. Several months thereafter, Defendant forced Salem, against her protests, to leave the cash office entirely.
25. Two years, thereafter, Employee B left the Company and Salem again unsuccessfully reapplied for the position of cash office Team Lead.
26. Defendant again filled the vacancy with an employee with no cash office experience (hereinafter referred to as "Employee C").
27. Employees A, B and C were all less experienced than Plaintiff with respect to cash office duties, and, upon information and belief, were neither Muslim nor racially Arabic.
28. Defendant would also routinely assign the Plaintiff to undesirable positions, and to perform unfavorable and difficult tasks in the Store.

29. For example, in or about the Fall of 2016, Defendant assigned Salem to work in the Store's café.
30. Prior to Salem's appointment to the subject café, the same was unkept, unsanitary, and operated inefficiently.
31. After working there for approximately one year, Salem dramatically improved the conditions and operation of the café, and the same was running remarkably efficiently.
32. Upon information and belief, during Plaintiff's tenure, the Store café became one of the most profitable Sam's Club cafés in the country.
33. After Salem improved the café, Defendant removed Plaintiff from that position and again placed a less qualified and non-Muslim/Arab employee in charge of the same, who was approximately thirty years Salem's junior.
34. During her tenure at the café, Defendant also forced Salem to regularly perform menial tasks such as cleaning ovens and floors, which her successor, as well as other similarly-situated Store employees, were not required to perform.
35. Defendant routinely moved Salem from one position to another, without regard for the Plaintiff's wishes or concerns, or her growth and advancement with Sam's Club.
36. Upon information and belief, on numerous occasions, Defendant replaced the Plaintiff, in several roles at the Store, with other younger non-Muslim/Non-Arab employees for purposes of advancing the careers of those employees at the expense of Salem.



37. Sam's Club routinely promoted younger and less experienced employees over the Plaintiff partly in an attempt to deny Salem a pay raise, which the Company calculated based upon an employee's position and tenure.

**Plaintiff's Injury and Disability**

38. On or about July 30, 2017, Salem was involved in a car accident that resulted in permanent injury to her back and neck (hereinafter the "Accident").

39. As a result of the Accident, Salem's doctor advised her against lifting objects heavier than ten pounds.

40. Salem produced a signed letter from her doctor to Sam's Club regarding the subject disability.

41. On that basis, Salem requested an accommodation for light duty work until her condition improved.

42. Light duty jobs that Salem was capable of performing existed throughout the Store.

43. Ignoring both the Plaintiff's requests for accommodation and the instructions of her doctor, Sam's Club routinely made Salem lift heavy objects, sometimes weighing more than fifty pounds, in total and callous disregard of her injury and disability.

44. The Company neglected or refused to provide Salem with any reasonable accommodation in terms of adjusting her job duties, providing tools/equipment or other aids or support to help the Plaintiff lift the heavy objects subsequent to the Accident.

**Sam's Club's False Allegations Against Plaintiff**

45. In or about early March 2020, Sam's Club falsely accused Salem of allowing a customer (hereinafter the "Customer") to use Plaintiff's membership card to obtain a discount on produce, which Salem categorically denied.
46. Upon information and belief, while all customers require a Sam's Club membership card to shop in the Store, Sam's Club's employee's membership cards entitled them to certain additional discounts on items sold at the Store.
47. The Customer, a local business owner, was a frequent shopper at the Store and, upon information and belief, spent over \$100,000 at Sam's Club annually.
48. Defendant alleged that the Customer saved a total of approximately \$340 from the use of Plaintiff's membership card over the course of three months.
49. Salem at all times treated the Customer in a professional, friendly and appropriate manner, however, at no time did the Plaintiff provide the Customer with her membership card.
50. Plaintiff did not see or speak to the Customer outside of the Store, and did not have a personal relationship with the latter.
51. Plaintiff had no logical reason to provide the Customer with her membership card, and there was no potential benefit to Plaintiff in doing so.
52. Salem had no knowledge of the Customer's alleged use of the former's membership card until confronted about the same by her supervisor in or about March 2020.
53. Sam's Club did not similarly scrutinize any other employee's membership card purchases at the Store, and unjustly targeted the Plaintiff.

54. Upon information and belief, Salem's coworkers habitually provided unauthorized third parties use of their membership cards, and purchased discounted items from the Store, without repercussion.
55. In or about early March 2020, Salem also received conflicting messages from her supervisors about her being allowed to purchase a discounted treadmill from the Store (hereinafter the "Treadmill").
56. After being told by an assistant manager that Salem may purchase the Treadmill, another manager later informed the Plaintiff, after Salem already completed the purchase, that the same violated Company policy.
57. Immediately thereafter, Salem voided the transaction.
58. Plaintiff never removed the subject treadmill from the Store premises.

**Wrongful Termination**

59. On or about March 28, 2020, Sam's Club terminated the Plaintiff's employment, citing the alleged unauthorized use of Salem's membership card and the purchase of the discounted Treadmill, as alluded to above (hereinafter the "Termination").
60. The Company maliciously falsified the aforesaid allegations of misconduct, and sabotaged the Plaintiff in an attempt to provide a seemingly legitimate reason to terminate her employment.
61. Upon information and belief, the Company baited the Plaintiff into making perceived mistakes so it could terminate her for allegedly legitimate reasons and thereby conceal its unlawful and discriminatory conduct.

62. The Company decided to terminate the Plaintiff on the basis of her protected classes long before confronting Salem with the aforesaid allegations of misconduct, which were merely a pretext to the same.
63. In or about late March, 2020, Salem voluntarily chose to wear a mask to protect herself from potentially contracting COVID-19, the threat of which was well-established in New Jersey at the time.
64. On that same day, upon seeing Salem wearing a mask, Plaintiff's supervisor called Salem into his office and reprimanded the Plaintiff, accusing Ms. Salem of making the customers feel "uncomfortable" (hereinafter the "Meeting").
65. During that Meeting, the supervisor also asked Salem to remove the subject mask and presented the Plaintiff with an agreement to sign regarding the same, which Salem executed (hereinafter the "Agreement").
66. Salem does not know the exact terms of the Agreement as the Company did not provide her with appropriate amount of time to review the same, and she was forced to sign the document on the spot and under duress.
67. The Company, moreover, failed to provided Salem with a copy of the Agreement at any time, despite her repeated requests for the same.
68. Salem continued to wear her mask for just several hours following the Meeting, and thereafter involuntarily removed the same after feeling pressured by her supervisor.
69. The Company's mistreatment of the Plaintiff included, but is not limited to, (a) disparately and unusually scrutinizing the purchases made on Plaintiff's membership card; (b) intentionally providing Salem with conflicting information regarding the Treadmill; (c) assigning Plaintiff job duties inconsistent with her age and experience;

- (d) forcing her to do heavy jobs despite her physical limitations; (e) ignoring the requirements of Plaintiff's religion; (f) bypassing her for deserved promotions; and (g) forcing Salem to forego wearing a mask to protect against COVID-19 by unjustly accusing her of scaring customers.
70. Sam's Club routinely treated Ms. Salem disparately from her coworkers on the basis of her protected classes, and otherwise subjected the Plaintiff to a hostile work environment and a slew of adverse employment decisions.
71. Sam's Club viewed Salem's protected classes with contempt, ignoring virtually all of Salem's reasonable requests for accommodation on the grounds of both her religion and disability.
72. Sam's Club routinely treated Salem with such an egregious level of disrespect that Plaintiff felt dejected and humiliated, and valueless in the eyes of the Company.
73. The fact that Sam's Club could have easily provided the aforesaid accommodations, but instead assigned the Plaintiff to work the most inconvenient hours and perform the most arduous tasks in light of her religious views and disability, is evidence that the Company's conduct was intentional and malicious.
74. That is, Plaintiff was intentionally made to work religiously-incompatible hours and perform tasks that involved heavy lifting, while similarly situated employees, who were possibly indifferent to these hours and tasks, were spared from the same.
75. Sam's Club took each of the aforesaid adverse employment actions against Salem intentionally, maliciously and on the basis of Plaintiff's protected classes of religion, ethnicity, race, age and/or disability, and thereby in violation of the New Jersey Law Against Discrimination (N.J.S.A. 10:5-1 et seq.).

76. Sam's Club's conduct towards the Plaintiff was extreme and outrageous and intended to cause humiliation, dejection, stress, anxiety, and otherwise do harm to the Plaintiff.

**Plaintiff's Contracting COVID-19**

77. The day after her Termination, Salem began to show serious symptoms of COVID-19, but was unable to get tested due to overwhelming demand.

78. On or about April 6, 2020, Salem was finally able to consult with her doctor who informed the Plaintiff that she "definitely" had COVID-19, and instructed Salem to self-monitor her symptoms closely.

79. Salem was shocked to learn that Sam's Club canceled her insurance the day of her termination in the midst of the pandemic.

80. The Defendant had, moreover, deducted funds from Salem's paycheck for health insurance during the subject pay cycle, which had not yet concluded as of the date of the Plaintiff's Termination.

81. Upon information and belief, Salem contracted COVID-19 at Sam's Club, and the Company's pressuring her to remove her mask in the midst of a pandemic amounted to an intentional wrong.

**FIRST COUNT**

**(Wrongful Termination in Violation of  
New Jersey Law Against Discrimination, N.J.S.A., 10:5-1, et. Seq.)**

1. Plaintiff incorporates and re-alleges all of the preceding paragraphs as if they were fully set forth herein.
2. Plaintiff is a practicing Muslim and thereby in a protected class.
3. Plaintiff is a Palestinian national and thereby in a protected class.

4. Plaintiff is ethnically and racially Arab and thereby in a protected class.
5. Plaintiff was at all times herein more than forty years old, and thereby is in a protected class.
6. Plaintiff has a permanent disability as set forth herein, and thereby is in a protected class.
7. At all times throughout the Employment, Sam's Club knew of Salem's religious beliefs, age, national origin, race, ethnicity and subject disability.
8. Defendant terminated the Plaintiff's employment on the basis of the Plaintiff's religion, race, ethnicity, national origin, age and/or disability.
9. These acts were in violation of New Jersey Law Against Discrimination, N.J.S.A., 10:5-1, *et. seq.*
10. Defendant knew that its actions constituted unlawful discrimination.
11. Defendant's conduct was especially egregious, having been motivated by actual malice, or done with a willful and wanton disregard of the Plaintiff's statutorily protected rights.
12. Defendant used the aforementioned Treadmill and membership card incidents as a pretext to unlawfully terminate the Plaintiff based on one or more of her protected classes.
13. As a direct and proximate result of Defendant's violation of NJLAD, Plaintiff has suffered damages including, but not limited to, emotional distress, humiliation, embarrassment, mental pain and anguish, personal hardship, career and social disruption, economic losses, and other such damages, and continues to suffer losses in

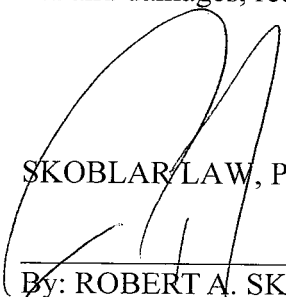
earnings, job experience, retirement benefits and other employee benefits that he would have received absent Defendant's unlawful conduct.

14. Plaintiff has incurred additional costs and expenses which would not have been incurred but for Defendant's unlawful conduct.

**WHEREFORE**, Plaintiff Nadia Salem demands judgment against the Defendant awarding her compensatory damages, inclusive of front and back pay; prejudgment interest, post-judgment interest, punitive damages; reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1, costs of suit, and such other relief and damages, requested or otherwise, as the Court deems proper, just and equitable.

Dated: December 22, 2020  
Hackensack, New Jersey

SKOBLAR LAW, P.C.

  
By: ROBERT A. SKOBLAR, ESQ.  
Attorney for Plaintiff

## **SECOND COUNT**

### **(Failure to Promote in Violation of New Jersey Law Against Discrimination, N.J.S.A., 10:5-1, et. Seq.)**

1. Plaintiff incorporates and re-alleges all of the preceding paragraphs as if they were fully set forth herein.
2. As set forth herein, on a number of occasions throughout the Employment, Plaintiff applied for several positions at the Store, including, but not limited to, the position of cash office Team Lead.
3. Plaintiff was well-qualified for each position she applied for at the Company.



4. Defendant promoted employees to the subject positions that were much younger than the Plaintiff and well under forty years of age, had less tenure with the Company than Salem, and were neither Muslim or Arab/Palestinian.
5. On several occasions throughout her Employment, Salem trained new hires at the Company, as well as exiting employees, that Defendant later discriminatorily promoted over Salem.
6. Several of Salem's former trainees obtained positions of seniority vis-à-vis the Plaintiff, making Plaintiff the subject of ridicule among her coworkers, and denying her a well-deserved raise in pay.
7. Plaintiff was more qualified for each position she applied to than the employee that the Defendant ultimately hired for that position
8. Defendant engaged in intentional discrimination by refusing to promote the Plaintiff because of her religion, race, ethnicity, national origin, age and/or disability.
9. These acts were in violation of New Jersey Law Against Discrimination, N.J.S.A., 10:5-1, *et. seq.*
10. Defendant knew or should have known that its actions constituted unlawful discrimination.
11. Defendant's conduct was especially egregious, having been motivated by actual malice, or done with a willful and wanton disregard of the Plaintiff's statutorily protected rights.
12. As a direct and proximate result of Defendant's violation of NJLAD, Plaintiff has suffered damages including, but not limited to, emotional distress, humiliation, mental pain and anguish, and continues to suffer losses in earnings, job experience,

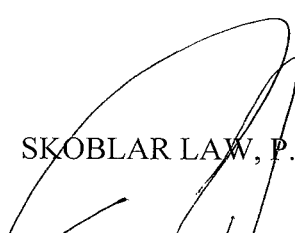
retirement benefits and other employee benefits that he would have received absent Defendant's unlawful conduct.

13. Plaintiff has incurred additional costs and expenses which would not have been incurred but for Defendant's unlawful conduct.

**WHEREFORE**, Plaintiff Nadia Salem demands judgment against the Defendant awarding her compensatory damages; prejudgment interest, post-judgment interest, punitive damages; reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1, costs of suit, and such other relief and damages, requested or otherwise, as the Court deems proper, just and equitable.

Dated: December 22, 2020  
Hackensack, New Jersey

SKOBLAR LAW, P.C.

  
By: ROBERT A. SKOBLAR, ESQ.  
Attorney for Plaintiff

### **THIRD COUNT**

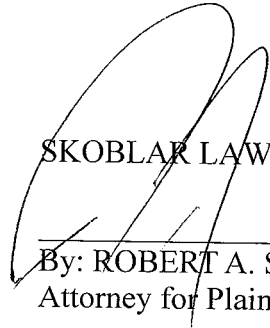
#### **(Disparate Treatment in Violation of New Jersey Law Against Discrimination, N.J.S.A., 10:5-1, et. Seq.)**

1. Plaintiff hereby repeats and realleges the allegations in each of the preceding paragraphs as if fully set forth herein.
2. Sam's Club discriminated against Plaintiff in violation of NJLAD by subjecting her to disparate treatment, and otherwise to adverse employment actions, because of her religion, race, ethnicity, national origin, age and/or disability

3. Defendant failed to approve the Plaintiff's numerous requests for scheduling changes while commonly making such adjustments to the schedules of similarly-situated employees for trivial reasons.
4. Defendant routinely assigned Plaintiff to undesirable positions and to perform difficult and menial tasks that other similarly situated employees were spared from.
5. Defendant replaced Plaintiff with other employees in certain roles in an effort to advance the careers of those employees at Plaintiff's expense
6. Defendant refused to grant Plaintiff's requests to change in department/roles at the Store, while granting similar requests to other employees.
7. Defendant engaged in intentional discrimination by taking the aforesaid adverse employment actions against the Plaintiff because of her religion, race, ethnicity, national origin, age and/or disability.
8. As a direct and proximate result of the Defendant's unlawful discriminatory conduct in violation of the New Jersey Law Against Discrimination, Plaintiff has suffered and continues to suffer financial and economic damages as well as severe mental anguish and emotional distress, including but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering.
9. Defendant's unlawful discriminatory conduct constitutes a willful and wanton violation of the New Jersey Law Against Discrimination, was outrageous and malicious, was intended to injure Plaintiff, and was done with reckless indifference to Plaintiff's civil rights, entitling Plaintiff to an award of punitive damages.

**WHEREFORE**, Plaintiff Nadia Salem demands judgment against the Defendant awarding her compensatory damages, inclusive of front and back pay; prejudgment interest, post-judgment interest, punitive damages; reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1, costs of suit, and such other relief and damages, requested or otherwise, as the Court deems proper, just and equitable.

Dated: December 22, 2020  
Hackensack, New Jersey

SKOBLAR LAW, P.C.  
  
By: ROBERT A. SKOBLAR, ESQ.  
Attorney for Plaintiff

**FOURTH COUNT**

**(Failure to Accommodate Disability in Violation of  
New Jersey Law Against Discrimination, N.J.S.A., 10:5-1, et. Seq.)**

1. Plaintiff hereby repeats and realleges the allegations in each of the preceding paragraphs as if fully set forth herein.
2. Plaintiff qualifies as an individual with a disability under NJLAD as a result of her subject injury and resulting permanent neck and back pain.
3. At all times herein, Plaintiff was qualified to perform the essential functions of her job even without reasonable accommodation, and was performing those essential functions.
4. At all times herein, Defendant was aware of Plaintiff's disability and her need for accommodation.
5. Salem expressly requested the reasonable accommodation described herein.

6. Each accommodation sought by Plaintiff would have allowed her to perform the essential functions of her job.
7. Defendant failed to reasonably accommodate the Plaintiff's disabilities by, inter alia, and not limited to, refusing to reassign the Plaintiff to a different department/role, failing to modify the Plaintiff's job duties, and failing to provide any equipment, physical help and/or other aids to assist Salem in lifting heavy objects.
8. Defendant also failed to engage in an interactive process with Plaintiff to discover reasonable accommodations which would allow Plaintiff to perform the essential functions of her job.
9. Providing reasonable accommodation to the Plaintiff would have caused no undue hardship for the Defendant, and would have helped Salem perform her job duties more effectively.
10. Employees at the Store similarly-situated to Salem were assigned to different departments with varying tasks.
11. Plaintiff could have been assigned to a department where the job duties were less physically taxing.
12. Defendant callously and intentionally forced the Plaintiff to perform duties that were especially physically taxing and involved regular lifting of heavy objects.
13. Defendant's actions showed a total disregard for the Plaintiff's health and wellbeing, and were part of a larger pattern of discriminatory conduct based upon Salem's disability, as well the Plaintiff's other protected class status described herein.
14. As a direct and proximate result of the Defendant's unlawful discriminatory conduct in violation of the New Jersey Law Against Discrimination, Plaintiff has suffered and

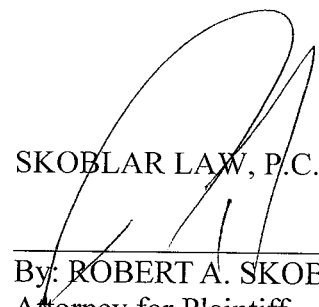
continues to suffer financial and economic damages as well as severe mental anguish and emotional distress, including but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering.

15. Defendant's unlawful discriminatory conduct constitutes a willful and wanton violation of the New Jersey Law Against Discrimination, was outrageous and malicious, was intended to injure Plaintiff, and was done with reckless indifference to Plaintiff's civil rights, entitling Plaintiff to an award of punitive damages.

**WHEREFORE**, Plaintiff Nadia Salem demands judgment against the Defendant awarding her compensatory damages; prejudgment interest, post-judgment interest, punitive damages; reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1, costs of suit, and such other relief and damages, requested or otherwise, as the Court deems proper, just and equitable.

Dated: December 22, 2020  
Hackensack, New Jersey

SKOBLAR LAW, P.C.



---

By: ROBERT A. SKOBLAR, ESQ.  
Attorney for Plaintiff

#### **FIFTH COUNT**

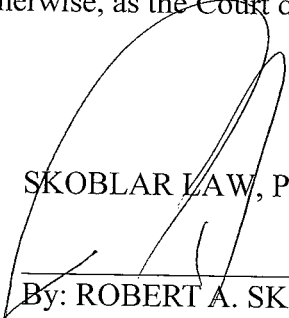
**(Failure to Accommodate a Sincerely Held Religious Belief in Violation of New Jersey Law Against Discrimination, N.J.S.A., 10:5-1, et. Seq.)**

1. Plaintiff hereby repeats and realleges the allegations in each of the preceding paragraphs as if fully set forth herein.

2. As set forth herein, Plaintiff was at all times herein and is a sincere, practicing Muslim.
3. At all times herein Defendant knew of Salem's sincerely held religious beliefs.
4. As set forth herein, Salem made numerous requests for the accommodation of her sincerely held religious beliefs, including, but not limited to, working the earlier of two shifts during the month of Ramadan and having Fridays off.
5. Plaintiff's requests for religious accommodation were reasonable, would have caused no undue hardship for the Defendant, and would have caused virtually no disruption to the operations of the Store.
6. Defendant failed to reasonably accommodate the Plaintiff's disabilities by refusing to modify the Plaintiff's schedule.
7. Defendant denied each and every request by Plaintiff for the subject accommodation.
8. As a direct and proximate result of the Defendant's unlawful discriminatory conduct in violation of the New Jersey Law Against Discrimination, Plaintiff has suffered and continues to suffer financial and economic damages as well as severe mental anguish and emotional distress, including but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering.
9. Defendant's unlawful discriminatory conduct constitutes a willful and wanton violation of the New Jersey Law Against Discrimination, was outrageous and malicious, was intended to injure Plaintiff, and was done with reckless indifference to Plaintiff's civil rights, entitling Plaintiff to an award of punitive damages.

**WHEREFORE**, Plaintiff Nadia Salem demands judgment against the Defendant awarding her compensatory damages; prejudgment interest, post-judgment interest, punitive damages; reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1, costs of suit, and such other relief and damages, requested or otherwise, as the Court deems proper, just and equitable.

Dated: December 22, 2020  
Hackensack, New Jersey

  
SKOBLAR LAW, P.C.

By: ROBERT A. SKOBLAR, ESQ.  
Attorney for Plaintiff

### **SIXTH COUNT**

#### **(Hostile Work Environment in Violation of New Jersey Law Against Discrimination, N.J.S.A., 10:5-1, et. Seq.)**

1. Plaintiff hereby repeats and realleges the allegations in each of the preceding paragraphs as if fully set forth herein.
2. Defendant discriminated against Plaintiff in the terms, conditions and privileges of employment because of Plaintiff's aforesaid protected classes.
3. Defendant's cumulative discriminatory conduct, as set forth herein, demonstrates a pattern of hostile behavior exhibited towards the Plaintiff on the basis of her protected classes.
4. Defendant's failure to accommodate the Plaintiff's religious beliefs and disability, failing to promote her, treating her disparately from coworkers, and routinely forcing her to perform undesirable and arduous tasks amounted to religious, ethnic/race, age and disability-based bullying and harassment.



5. As a result of Defendant's cumulative conduct as set forth herein, the Plaintiff's workplace was permeated with discriminatory intimidation, ridicule, and insult that was sufficiently severe or pervasive to alter the conditions of the victim-Plaintiff's employment.
6. Defendant's conduct did alter the terms and conditions of Plaintiff's employment, and/or her reasonable expectations of a comfortable, harassment and discrimination-free, work environment.
7. Defendant's misconduct created an objectively hostile environment.
8. A reasonable person would have found the Defendant's conduct to be hostile and offensive.
9. Defendant's conduct was unwelcomed by the Plaintiff.
10. The Plaintiff subjectively perceived the Defendant's behavior and the subject work environment to be hostile.
11. Defendant's hostility was motivated solely by the Plaintiff's one or more of the protected characteristics set forth herein.
12. The Defendant violated Salem's rights protected under New Jersey's Law Against Discrimination (hereinafter the "NJLAD"), N.J.S.A. 10:5-1, et. seq., as the conditions of her employment were altered and the working environment was hostile and abusive.
13. Defendant knew or should have known that its actions constituted unlawful discrimination.
14. Defendant's conduct was motivated by actual malice, or was done with a willful and wanton disregard for the Plaintiff's statutorily protected rights.

15. As a direct and proximate result of Defendant's violation of NJLAD, Plaintiff has suffered damages including, but not limited to, emotional distress, humiliation, mental pain and anguish, and continues to suffer losses in earnings, job experience, retirement benefits and other employee benefits that he would have received absent Defendant's unlawful conduct.
16. Plaintiff has incurred additional costs and expenses which would not have been incurred but for Defendant's unlawful conduct.

**WHEREFORE**, Plaintiff Nadia Salem demands judgment against the Defendant awarding her compensatory damages; prejudgment interest, post-judgment interest, punitive damages; reasonable attorney's fees and expenses pursuant to N.J.S.A. § 10:5-27.1, costs of suit, and such other relief and damages, requested or otherwise, as the Court deems proper, just and equitable.

Dated: December 22, 2020  
Hackensack, New Jersey

  
SKOBLAR LAW, P.C.

By: ROBERT A. SKOBLAR, ESQ.  
Attorney for Plaintiff

### **SEVENTH COUNT**

#### **(Defamation)**

1. Plaintiff incorporates and re-alleges all of the preceding paragraphs as if they were fully set forth herein.

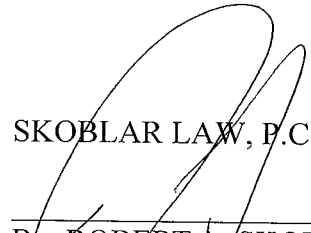
2. Defendant made a series of knowingly false and defamatory statements concerning the Plaintiff, which the former communicated to numerous persons other than the Plaintiff, including, but not limited to, Plaintiff's coworkers.
3. These false and defamatory statements included, but were not limited to stating that Plaintiff provided her membership card to a Customer and purchased a discounted Treadmill in contravention of Company policy.
4. The false and defamatory statements made by Defendant concerning the personal, professional and business reputation and character of the Plaintiff were made maliciously and with knowledge of their falsity, and with the intent to destroy Salem's professional reputation, and to otherwise unjustifiably cause injury to the Plaintiff.
5. Upon information and belief, Defendant maliciously slandered the Plaintiff in order to provide a pretext for her termination.
6. The statements made by Defendant clearly denigrated the Plaintiff's reputation and accused Salem of displaying conduct or characteristics that are incompatible with her job position, and are thus defamatory *per se* under New Jersey law, entitling the Plaintiff to presumed damages.
7. As a direct and proximate result of Defendant's conduct, the Plaintiff has sustained and will continue to sustain damages in amounts that will be established at trial.
8. As a proximate result of Defendant's conduct, Salem has suffered and will continue to suffer extreme mental anguish and distress.

9. Plaintiff further seeks compensatory and punitive damages, including presumed damages, and all other injunctive, declaratory, and monetary relief available for defamation at trial.

**WHEREFORE**, Plaintiff demands judgment against Defendant awarding her compensatory damages, presumed damages, punitive damages, reasonable attorney's fees and expenses, costs of suit, and such other relief and damages, requested or otherwise, as the Court deems proper, just and equitable.

Dated: December 22, 2020  
Hackensack, New Jersey

SKOBLAR LAW, P.C.



---

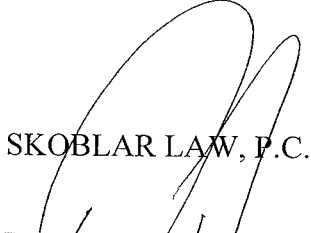
By: ROBERT A. SKOBLAR, ESQ.  
Attorney for Plaintiff

**JURY DEMAND**

Plaintiffs hereby demand a jury as to all issues herein presented.

Dated: December 22, 2020  
Hackensack, New Jersey

SKOBLAR LAW, P.C.



---

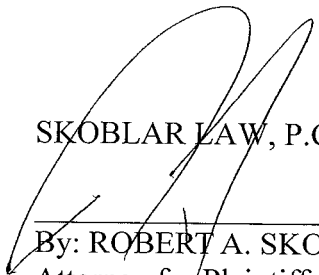
By: ROBERT A. SKOBLAR, ESQ.  
Attorney for Plaintiff

**CERTIFICATION PURSUANT TO RULE 4:5-1**

Plaintiff hereby certifies that the matter in controversy is not the subject of any other action pending in any other court and is likewise not the subject of any pending arbitration proceeding.

Dated: December 22, 2020  
Hackensack, New Jersey

SKOBLAR LAW, P.C.

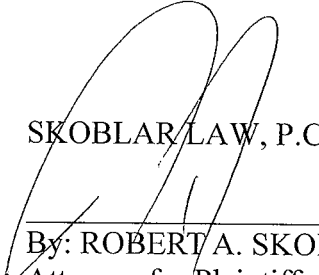
  
\_\_\_\_\_  
By: ROBERT A. SKOBLAR, ESQ.  
Attorney for Plaintiff

**CERTIFICATION PURSUANT TO RULE 1:38-7(b)**

Plaintiff hereby certifies 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).

Dated: December 22, 2020  
Hackensack, New Jersey

SKOBLAR LAW, P.C.

  
\_\_\_\_\_  
By: ROBERT A. SKOBLAR, ESQ.  
Attorney for Plaintiff

**DEMAND FOR DISCOVERY OF INSURANCE COVERAGE**

Pursuant to New Jersey Court Rule 4:10-2(b), Plaintiffs demand that Defendants disclose to Plaintiffs' attorney if there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy part or all of a judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment. Plaintiffs further demand that Defendant provide Plaintiffs' counsel with true copies of those insurance agreements or policies, including but not limited to, any and all declaration sheets. This demand shall include and cover not only primary coverage, but also any and all excuses, catastrophe and umbrella policies.

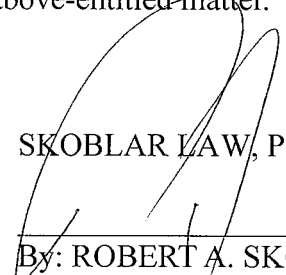
Dated: December 22, 2020  
Hackensack, New Jersey

SKOBLAR LAW, P.C.  
  
By: ROBERT A. SKOBLAR, ESQ.  
Attorney for Plaintiff

**DESIGNATION OF TRIAL COUNSEL**

Pursuant to R. 4:25-4, notice is hereby given that ROBERT A. SKOBLAR, ESQ., is designated as trial counsel for the Plaintiffs in the above-entitled matter.

Dated: December 22, 2020  
Hackensack, New Jersey

SKOBLAR LAW, P.C.  
  
By: ROBERT A. SKOBLAR, ESQ.  
Attorney for Plaintiff

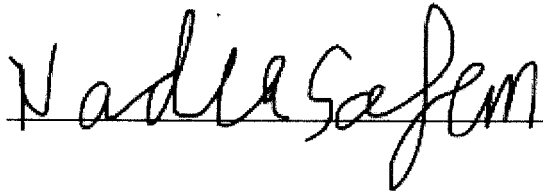
**VERIFICATION**

NADIA SALEM, of full age, hereby certifies:

1. I am the plaintiff in the foregoing action.
2. The allegations of the Verified Complaint are true to the best of my knowledge and belief. I make this Verified Complaint in truth and good faith and without collusion for the causes set forth.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Dated: December 22,  
2020

A handwritten signature in black ink that reads "Nadia Salem". The signature is written in a cursive style and is positioned above a horizontal line.

—  
NADIA SALEM

## Civil Case Information Statement

### Case Details: HUDSON | Civil Part Docket# L-004711-20

**Case Caption:** SALEM NADIA VS SAM'S WEST, INC.

**Case Initiation Date:** 12/22/2020

**Attorney Name:** ROBERT A SKOBLAR

**Firm Name:** ROBERT A. SKOBLAR

**Address:** 321 UNION STREET

HACKENSACK NJ 07601

**Phone:** 2018169226

**Name of Party:** PLAINTIFF : SALEM, NADIA

**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

**Are sexual abuse claims alleged by: NADIA SALEM?** 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)*

12/22/2020

Dated

/s/ ROBERT A SKOBLAR

Signed



ROBERT A. SKOBLAR, ESQ.  
Attorney ID: 010321979  
SKOBLAR LAW, P.C.  
321 Union Street  
Hackensack, New Jersey 07601  
Tel. No. (201) 816-9226  
Fax No. (201) 568-0368  
E-mail: powallace@msn.com  
Attorney for Plaintiff, Nadia Salem

-----X  
NADIA SALEM, :  
 :  
 Plaintiff, :  
 :  
 -against- :  
 :  
 SAM'S WEST, INC., DOES I-X, :  
 ABC CORPORATIONS I-X, :  
 :  
 Defendants. :  
-----X

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION – HUDSON COUNTY

Docket No. HUD-L-4711-20

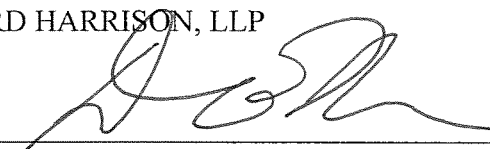
Civil Action

**ACKNOWLEDGMENT OF SERVICE**

TO: David S. Kim, Esq.  
Ford Harrison, LLP  
300 Connell Drive – Suite 4100  
Berkeley Heights, NJ 07922  
Tel. No. (973) 646-7302  
Email: dkim@fordharrison.com  
Attorneys for Defendants

Service of the summons and electronically filed verified complaint in this action is hereby acknowledged on behalf of the defendant, Sam's West, Inc., this 1<sup>st</sup> day of January, 2021.

FORD HARRISON, LLP



DATED: 1/12/21

By: DAVID S. KIM, ESQ.  
Attorney for Defendant