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<p>CYNTHIA WISENFELDER,</p> <p style="text-align: right;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>CHRISTINE L. MATUS, LLC, CHRISTINE MATUS, JENNIFER MARTINEZ, ABC COMPANIES 1-5 (fictitious names describing presently unidentified business entities), and JOHN DOES 1-5 (fictitious names of presently unidentified individuals),</p> <p style="text-align: right;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION OCEAN COUNTY</p> <p>DOCKET NO.:</p> <p><u>Civil Action</u></p> <p style="text-align: center;">COMPLAINT & DEMAND FOR TRIAL BY JURY</p>
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Plaintiff Cynthia Wisenfelder (“Plaintiff”), by way of Complaint against Defendants Christine L. Matus, LLC, associated name The Matus Law Group (“Defendant MLG” or “Corporate Defendant”), Defendant Christine Matus (“Defendant Matus”), and Defendant Jennifer Martinez (“Defendant Martinez”) (collectively “Defendants”) alleges as follows:

INTRODUCTION

1. Plaintiff was a fifty-eight (58) year old employee of Defendant MLG when she contracted COVID-19 during one of the most difficult periods of the pandemic, in November 2020. In an egregious display of callousness, Defendants disregarded Plaintiff's wellbeing, and instead made every effort to avoid paying Plaintiff during quarantine. When Plaintiff persisted on her legal right to receive payment while out of work with COVID-19, Defendants conceded and pivoted their efforts toward blatantly retaliating against Plaintiff. While Plaintiff was quarantining, Defendants sought to hire a replacement for Plaintiff's position and on Plaintiff's fifth day back to work, her position was terminated by Defendants. Accordingly, Plaintiff seeks redress under the New Jersey Law Against Discrimination ("NJLAD").

PARTIES

2. Plaintiff is an individual residing at 137 Dittmar Drive, South Toms River, New Jersey 08757. At all times relevant hereto, Plaintiff was employed by Defendants.

3. Defendant MLG is a limited liability company with a principal place of business at 81 E. Water Street, Suite #2C, Toms River, New Jersey 08753. At all times relevant hereto, Defendant is an "employer" as defined under the NJLAD, N.J.S.A. 10:5-1 *et seq.*

4. Defendant Matus is an individual residing in New Jersey. At all times relevant hereto, Defendant Matus is the Chief Executive Officer of Defendant MLG. At all times relevant hereto, Defendant Matus is an "employer" as defined under the NJLAD.

5. Defendant Martinez is an individual residing in New Jersey. At all times relevant hereto, Defendant Martinez is an office manager of Defendant MLG and, at all relevant times, was Plaintiff's supervisor. At all times relevant hereto, Defendant Martinez is an "employer" as defined under the NJLAD.

6. Defendant ABC Corporations 1 through 5 are currently unidentified business entities who have acted in concert with Defendant and/or currently unidentified business entities responsible for the creation and/or implementation of anti-discrimination, harassment, and/or retaliation policies of Defendant, and/or currently unidentified business entities who have liability for the damages suffered by Plaintiff under any theory advanced therein.

7. Defendants John Does 1 through 5 are currently unidentified individuals who acted in concert with Defendants and/or currently unidentified individuals responsible for the creation and/or implementation of anti-discrimination, harassment, and/or retaliation policies for Corporate Defendants and are currently unidentified individuals who may have liability for damages suffered by Plaintiff under any theory advanced herein.

FACTS COMMON TO ALL CLAIMS

8. Plaintiff repeats each and every allegation set forth above as if set forth fully herein at length.

9. Defendant MLG is a law firm specializing in estate planning and real estate law.

10. On November 5, 2018, Plaintiff began working for Defendant as a client relations coordinator.

11. Plaintiff had many responsibilities assigned to her, including but not limited to answering calls from clients, managing the firm's calendar, and maintaining client files.

12. Plaintiff was an exceptional employee. Her annual reviews consistently stated how appreciative Defendants were of Plaintiff's hard work, and that her job performance was excellent. Additionally, Defendant Matus frequently told Plaintiff she was impressed how well Plaintiff worked with clients.

13. Defendant Matus purported to Plaintiff that it was not her job to remind clients of payments that had not been made.

14. Despite this instruction, due to Plaintiff's personable nature, Plaintiff was initially tasked on occasion with contacting clients in order to receive payment.

15. Plaintiff was often successful in getting clients to pay what was owed. Initially Plaintiff would receive a bonus in addition to her hourly pay if she was successful in receiving payment. Eventually, however, Defendants discontinued the practice of giving Plaintiff a bonus for successful collections.

16. Over time, Plaintiff informed Defendant Matus that she was not comfortable performing the collections tasks. Plaintiff reminded Defendant Matus that Defendant herself told Plaintiff it was not part of her responsibilities.

17. Despite Plaintiff's request to no longer carry out this duty, it is clear that Plaintiff was a team player who did her best to ensure Defendant MLG ran smoothly, which was met with consistent praise from her superiors as well as positive feedback from the clients she interacted with. In any event, Defendants only briefly complied with Plaintiff's request, and recontinued requiring Plaintiff to contact clients and request payment.

COVID-19 Pandemic

18. On January 30, 2020, the World Health Organization (also referred to herein as "W.H.O.") declared a global health emergency due to the COVID-19 or coronavirus pandemic.

19. On March 9, 2020, Governor Murphy issued Executive Order No. 103, which declared a State of Emergency in New Jersey, as the number of confirmed COVID-19 cases had reached eleven.

20. On March 13, 2020, President Trump declared a national emergency.

21. On March 18, 2020, the United States enacted the Families First Coronavirus Response Act (“FFCRA”), which *requires certain employers to provide their employees with paid sick leave or expanded family and medical leave for specified reasons related to COVID-19.*

22. On March 21, 2020, Governor Murphy implemented a statewide stay-at-home order that all non-essential businesses in the state close indefinitely by 9 p.m. on the 21st via Executive Order 107, and as well via Executive Order 108 Governor Murphy invalidated any county or municipal restriction that in any way would conflict with any of the provisions of Executive Order No. 107. This included closing all the state’s libraries and requiring police academies to close until April 6, 2020.

23. By March 23, 2020, New Jersey had 2,844 cases of the coronavirus. Nationally, New Jersey had the second-most cases of all states in the country, with New York being the first.

24. By March 25, 2020, a hotline had been set up for New Jersey workers to report employers for making them go to work despite the emergency declaration. However, the hotline received so many calls that it crashed the system. The state thereafter set up a website for employees to report violations.

25. Some of the Executive Orders issued by Governor Murphy include the following:

DATE	EXECUTIVE ORDER	PURPOSE
March 9, 2020	No. 103	State of Emergency
March 16, 2020	No. 104	“Aggressive” Social Distancing
March 21, 2020	No. 107	Stay at Home
October 24, 2020	No. 191	Extends the Public Health Emergency that was declared on March 9, 2020 through Executive Order No. 103, which was previously extended on April 7, May 6, June 4, July 2, August 1, August 27, and September 25.

November 22, 2020	No. 200	Extending Public Health Emergency in New Jersey
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26. On November 20, 2020, the Centers for Disease Control urged Americans to stay home for Thanksgiving amid national spikes in COVID-19 cases and hospitalizations. The agency recommended that people avoid mingling with people who have not resided in their household for the last 14 days. As cases in the United States surpassed 11 million, CDC officials worried that the situation would worsen during the holiday season. As well, *on November 20, 2020, the Occupational Safety and Health Administration (OSHA) and its Wage and Hour Division (WHD) reminded employers of their responsibility to protect worker safety and pay during the holiday season.*

27. On November 22, 2020, Governor Murphy signed Executive Order 200, which extended the Public Health Emergency in New Jersey.

28. On November 30, 2020, the New Jersey Department of Health reported a state count of 337,304 total cases of COVID-19 and 15,164 total deaths.

Plaintiff Tests Positive for COVID-19

29. On November 9, 2020, Plaintiff, who had just turned fifty-eight (58) the day prior, was informed that her husband had tested positive for COVID-19.

30. Plaintiff immediately notified Defendant Matus and Defendant Martinez of the situation.

31. Plaintiff was told to stay home. Plaintiff then began to inquire as to where she could get a test for COVID-19.

32. At this time, disregarding the severity of the situation, Defendant Matus callously reminded Plaintiff that this was her last day of paid time off.

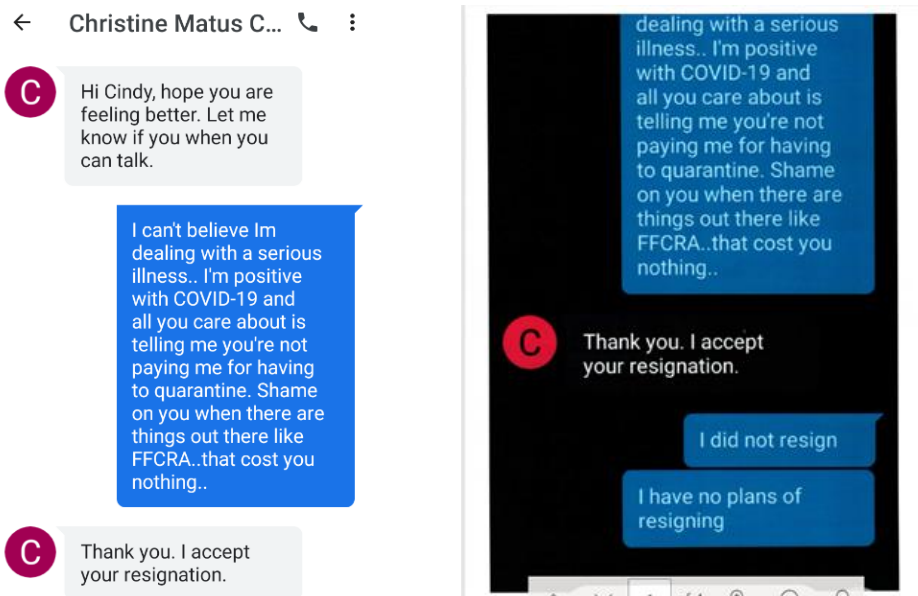
33. On the same day, November 9, Plaintiff informed Defendant Matus of her belief that she qualifies for payment during her leave pursuant to the FFCRA.

34. On November 10, 2020, Plaintiff received a call from the hospital informing her that she had tested positive for COVID-19. Plaintiff immediately informed Defendant Matus of her diagnosis.

35. In an egregious disregard for Plaintiff’s health and safety, Defendant Matus reiterated to Plaintiff that she had no more paid time off, and would not be paid during her quarantine unless she worked from home.

36. Plaintiff once again stated that she should be covered by the FFCRA, and was met with silence. Upon information and belief, Defendant Matus had hung up on Plaintiff.

37. Plaintiff and Defendant Matus then engaged in a shocking text message exchange. Plaintiff wrote: “ I can’t believe I[’]m dealing with a serious illness.. ***I’m positive with COVID-19 and all you care about is telling me you’re not paying me for having to quarantine. Shame on you when there are things out there like FFCRA..that cost you nothing..***” (emphasis added). Defendant Matus responded. “***Thank you. I accept your resignation.***” (emphasis added).



38. Plaintiff immediately responded the following: “I did not resign”; “I have no plans of resigning”; “I have COVID and must self[-]quarantine as discussed. Once cleared I’ll be back”; and “I wonder if I qualify for FFCRA[.]” Defendant Matus did not reply to these text messages; in fact, Defendant Matus discontinued messaging or speaking to Plaintiff at all, except and until she unlawfully terminated Plaintiff’s employment five days after her return to work after quarantine.

39. On November 11, 2020, at 8:37 a.m., Plaintiff emailed the following to Defendants Matus and Martinez:

Christine,

As I informed you yesterday on the phone, I was tested positive for COVID-19. You never replied to me regarding my inquiry on FFCRA, so I am putting it in writing.

I want to let you know I will be taking emergency paid leave under the Families First Coronavirus Response Act due to having COVID and a mandatory two week self quarantine period beginning Tuesday, November 10, 2020. I pray to hopefully be cleared to return to work by Wednesday, November 25, 2020 to resume my normal work duties.

40. At 11:01 a.m. that day, Defendant Martinez responded to Plaintiff that she “will be paid through the FFCRA once you apply” and after submitting “something in writing showing the positive test results and will also need something in writing showing a negative test before you can return to work.” However, forty-seven (47) minutes later Defendant Martinez followed up with Plaintiff, stating, “I was just informed that you are not paid though the FFCRA, we need the proof of the positive test [to] categorize as emergency Paid Sick Leave.”

41. On November 12, 2020, Plaintiff provided the proof of her positive test result.

42. On November 20, 2020, Plaintiff informed Defendants Matus and Martinez that she “sent what was requested . . . to get emergency sick pay, however, my paystub shows I didn’t get paid for days out on quarantine Can you please email me back explaining why?”

43. Despite being extremely ill during her quarantine, Plaintiff continued to carry out duties assigned to her, working on two separate occasions while battling COVID-19.

44. During her quarantine, Plaintiff learned that three of the four other members of Defendant MLG’s office had also tested positive for COVID-19, and that nobody was working in the office. Plaintiff emailed Defendant Matus asking if she too could work remotely upon her return to work at the conclusion of her quarantine, but Defendant Matus ignored Plaintiff. Plaintiff then made the same request to Defendant Martinez, who replied that Defendant Matus would get back to Plaintiff with an answer. Defendant Matus never contacted Plaintiff.

45. On or about November 29, 2020, Plaintiff emailed Defendants that she would be tested that day, and pending a negative result would return to the Defendant MLG’s office. Plaintiff was acting and messaging in accordance with Defendant Martinez’s email to Plaintiff on November 11, 2020, requiring Plaintiff to return to work only upon testing negative. However, nobody responded to Plaintiff’s email on November 29, 2020.

46. Later that day, Plaintiff received a negative test result. Plaintiff sent Defendants proof of her negative test result, and informed them that she would return to the office the next day, Monday November 30, 2020. Defendants failed to reply or send Plaintiff any instruction.

47. In accordance with Defendant Martinez’s email on November 11, Plaintiff proceeded to return to work at Defendant MLG’s office on Monday November 30, 2020, the day after she tested negative and submitted to Defendants proof of same.

48. However, upon returning to work, Plaintiff immediately noticed a hostile work environment toward her.

49. First, upon her return to work, Plaintiff discovered an email – sent on November 22, 2020 – in her inbox containing a job application from an individual seeking employment with Defendant MLG. It was clear that Defendant MLG was actively searching for an individual to replace Plaintiff while Plaintiff was in quarantine.

50. Second, Plaintiff felt ostracized at work, particularly by a comment in which Defendant Martinez remarked “we *all* worked while home with COVID,” implying that Plaintiff was the only one who did not work from home during quarantine. Defendants clearly ignored Plaintiff’s well-being and the fact she was extremely ill with the coronavirus during her quarantine.

51. Third, Defendant Matus actively avoided Plaintiff. When Defendant Matus came into work, it would be during Plaintiff’s lunch break. Defendant Matus would then remain in her office with the doors closed to avoid contact with Plaintiff. Defendant Matus’ behavior and avoidance of Plaintiff made Plaintiff’s job difficult, as it was necessary for Plaintiff to be in communication with Defendant Matus in order to carry out her duties.

52. Fourth, when Plaintiff returned to Defendant MLG’s office on November 30, she was the only employee working full time in the office while everyone else worked remotely. Defendants continued failing to communicate or provide any instruction to Plaintiff while Plaintiff was the only person in the office.

53. Finally, on or about Thursday December 3, 2020, while Plaintiff was again the only person working in Defendant MLG’s office, Plaintiff observed water pouring from the ceiling sporadically. Plaintiff quickly learned that the water was coming from a toilet in a floor above Defendant MLG’s office.

54. Plaintiff immediately informed Defendants Matus and Martinez what was happening. Defendant Matus continued her refusal to speak with Plaintiff; rather, Defendant Martinez told Plaintiff she “was told to tell” Plaintiff to turn the lights off for safety.

55. Upon information and belief, Defendants failed to tell Plaintiff to go home and work remotely, and rather required Plaintiff to continue working alone in Defendant MLG’s office, while sewage water poured sporadically into the office until a “do not use” sign was posted in front of the upstairs bathroom.

56. Since daylight saving time had ended one month prior to this incident, Defendant MLG’s office was dark with the lights off that afternoon. Making every attempt to comply with Defendants’ orders, Plaintiff used her cell phone’s flashlight to continue working in Defendant MLG’s office that afternoon.

57. Plaintiff was additionally kept in the dark on Defendant Matus’ plan to wrongfully terminate Plaintiff’s employment the next day.

58. On Friday December 4, 2020, just four days after Plaintiff’s return to work, Defendant Matus entered Defendant MLG’s office and immediately turned the lights on, contrary to her own policy of keeping the lights off while sewage water had sporadically poured into the office.

59. Shortly thereafter, Plaintiff was called into Defendant Matus’ office.

60. Defendant Matus proceeded to terminate Plaintiff’s position with Defendant MLG, stating that she did not want Plaintiff to be unhappy with her job.

61. Plaintiff rebutted saying that she was both happy and very good at her job, reminding Defendant Matus of the many compliments given to Plaintiff regarding her performance. This included compliments from Defendant Matus’ own family members stating

how kind Plaintiff had been. Further, clients often commented to Plaintiff how professional, helpful, and friendly she was to them. On one occasion, Defendant Matus informed Plaintiff that a client told Matus they retained Defendant MLG because of how well Plaintiff handled a phone call with them.

62. Defendant Matus responded, “Regardless, this is your last day.”

63. Thereafter, Defendant Matus offered Plaintiff a severance agreement worth two weeks of Plaintiff’s wages. Plaintiff refused to sign the severance agreement.

64. After Plaintiff’s termination, Plaintiff was entitled to one week’s pay. However, on Defendant MLG’s next payday, Plaintiff received an amount equal to two weeks’ of wages. Plaintiff immediately disclosed the discrepancy to Defendant Matus, who passed the matter to an attorney, who informed Plaintiff that the additional pay was the first week of pay pursuant to the unsigned severance. Specifically, the attorney wrote, “This was paid prematurely as your first week of severance, anticipating that you would sign the agreement. Please advise whether or not you intend to sign.”

Cindy,

Christine has asked me to respond to your email regarding your pay. First, thank you for alerting us to the additional 40 hours of pay you received. This was paid prematurely as your first week of severance, anticipating that you would sign the agreement. Please advise whether or not you intend to sign, or if you need more time after December 25th to do so. If you intend to sign this week, the firm will not debit the overpayment from your bank account.

Thank you,

65. Plaintiff then reiterated that she had no intent to sign the agreement. Plaintiff stated, “I do not wish to discuss the separation agreement at all. I am not signing it.”

66. Upon Plaintiff’s request that the payment be corrected, Defendants withdrew the *entire* direct deposit, *including* the money attributed to Plaintiff’s last week of work, which Plaintiff needed to pay bills. Thereafter, on December 28, 2020, Plaintiff was forced to complain to the attorney that “no deposit has been made for money due to me.”

67. From the time Plaintiff was diagnosed with COVID until after her employment with Defendant was wrongfully terminated, Plaintiff experienced extreme difficulty receiving money that Defendant MLG owed her. This resulted in financial hardship for Plaintiff on multiple occasions.

68. Defendant MLG discriminated and retaliated against Plaintiff, culminating in her termination, all because Plaintiff contracted COVID-19.

69. Defendant actively searched for Plaintiff's replacement while she was quarantining with the coronavirus.

70. Defendants were dismissive of the fact that Plaintiff was entitled to payment under the FFCRA, going as far as attempting to categorize Plaintiff's complaints as her "resignation." Defendants did everything they could to avoid paying Plaintiff under the FFCRA.

71. The discrimination, retaliation, and termination that Plaintiff suffered from Defendants on the basis of her COVID-19 diagnosis were in violation of the NJLAD and N.J.A.C. 12:70-1.1 *et seq.* See, e.g., N.J.A.C. 12:70-1.1, 1.4.

COUNT ONE

NJLAD – DISPARATE TREATMENT & DISCRIMINATION DUE TO DISABILITY

72. Plaintiff repeats each and every allegation set forth above as if set forth fully herein at length.

73. At the time of her termination, Plaintiff was disabled under the NJLAD.

74. During her employment with Defendants, Plaintiff demonstrated she was qualified and performed the essential functions of her job.

75. Plaintiff was nevertheless terminated from her position with Defendants.

76. Plaintiff was terminated under circumstances that would give rise to an inference

of discrimination.

77. Plaintiff was subjected to discrimination and disparate treatment on account of her disability.

78. The above-described conduct would not have occurred but for Plaintiff's disability.

79. As the employers and/or supervisors of the Plaintiff, Defendant is vicariously, strictly, and/or directly liable to the Plaintiff pursuant to the New Jersey Law Against Discrimination ("LAD"), N.J.S.A. 10:5-1, *et seq.*, in that the affirmative acts of discrimination committed by Defendant occurred within the scope of Plaintiff's employment; and/or Defendant was deliberately indifferent, reckless, negligent and/or tacitly approved the discrimination; and/or Defendant failed to create and/or have in place well-publicized and enforced anti-harassment policies, effective formal and informal complaint structures, training, and/or monitoring mechanisms for same despite the foreseeability of harassment or discrimination in the workplace; and/or by having actual knowledge of the harassment or discrimination of Plaintiff and failing to promptly and effectively act to stop it.

80. Defendant aided, abetted, incited, compelled, and/or coerced, and/or attempted to aid, abet, incite, compel and/or coerce Defendants to commit acts and omissions that were in violation of the LAD by committing affirmatively discriminatory and/or harassing acts toward Plaintiff in violation of its supervisory duties to halt or prevent harassment, subjecting Corporate Defendant to liability to Plaintiff pursuant to N.J.S.A. 10:5-12(e).

81. Plaintiff was additionally discriminated, retaliated against, and terminated in violation of N.J.A.C. 12:70-1.1 *et seq.* See, e.g., N.J.A.C. 12:70-1.1, 1.4.

82. As a proximate result of the aforementioned acts and omissions set forth herein, Plaintiff has sustained damages.

WHEREFORE, Plaintiff demands judgment in her favor and against Defendants on this Court, together with compensatory and equitable relief, all remedies available under the law, punitive damages, pre-and post-judgment interest, and attorney's fees and costs of suit. More specifically, Plaintiff demands judgment against Defendants for harm suffered in violation of the NJLAD as follows:

- A. Reinstatement of employment and all benefits;
- B. Back pay and benefits;
- C. Front pay and benefits;
- D. Compensatory damages;
- E. Consequential damages;
- F. Reinstatement;
- G. Punitive damages;
- H. Prejudgment interest and enhancements to off-set negative tax consequences;
- I. Any and all attorneys' fees, expenses and/or costs, including, but not limited to, court costs, expert fees and all attorneys' fees incurred by Plaintiff in the prosecution of this suit (including enhancements thereof required to off-set negative tax consequences and/or enhancements otherwise permitted under law);
- J. Such other relief as may be available pursuant to the LAD and which the Court deems just and equitable;
- K. Ordering Defendants to take appropriate corrective action to stop and prevent retaliation at the workplace;
- L. Ordering Defendants to take appropriate corrective action to stop and prevent harassment at the workplace;
- M. Ordering Defendants to undergo anti-discrimination training;
- N. Ordering Defendants to undergo anti-retaliation training;
- O. Ordering Defendants to undergo anti-harassment training;
- P. Ordering Defendants to undergo workplace civility training;
- Q. Ordering Defendants to undergo bystander intervention training;
- R. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-discrimination training;
- S. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-retaliation training;
- T. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-harassment training;
- U. Ordering Defendants to engage a research organization to assess the effectiveness of their workplace civility training;
- V. Ordering Defendants to engage a research organization to assess the effectiveness of their bystander intervention training;
- W. Ordering Defendants to identify an appropriate professional to investigate any future complaints of discrimination;

- X. Ordering Defendants to identify an appropriate professional to investigate any future complaints of harassment;
- Y. Ordering Defendants to identify an appropriate professional to investigate any future complaints of retaliation; and
- Z. Such other relief as may be available and which the Court deems just and equitable.

COUNT TWO

NJLAD – RETALIATION/IMPROPER REPRISAL

83. Plaintiff repeats each and every allegation set forth above as if set forth fully herein at length.

84. Defendants took retaliatory action against Plaintiff by subjecting her to disparate treatment and/or by terminating her from employment.

85. Defendants are vicariously, strictly, and/or directly liable to Plaintiff for an unlawful retaliatory discharge in violation of the LAD pursuant to *N.J.S.A. 10:5-12(d)*.

86. As a proximate result of the aforementioned acts and omissions set forth herein, Plaintiff has sustained damages.

WHEREFORE, Plaintiff demands judgment in her favor and against Defendants on this Count, together with compensatory and equitable relief, all remedies available under the law, punitive damages, pre-and post-judgment interest, and attorney’s fees and costs of suit. More specifically, Plaintiff demands judgment against Defendants for harm suffered in violation of the NJLAD as follows:

- A. Reinstatement of employment and all benefits;
- B. Back pay and benefits;
- C. Front pay and benefits;
- D. Compensatory damages;
- E. Consequential damages;
- F. Reinstatement;
- G. Punitive damages;
- H. Prejudgment interest and enhancements to off-set negative tax consequences;

- I. Any and all attorneys' fees, expenses and/or costs, including, but not limited to, court costs, expert fees and all attorneys' fees incurred by Plaintiff in the prosecution of this suit (including enhancements thereof required to off-set negative tax consequences and/or enhancements otherwise permitted under law);
- J. Such other relief as may be available pursuant to the LAD and which the Court deems just and equitable;
- K. Ordering Defendants to take appropriate corrective action to stop and prevent retaliation at the workplace;
- L. Ordering Defendants to take appropriate corrective action to stop and prevent harassment at the workplace;
- M. Ordering Defendants to undergo anti-discrimination training;
- N. Ordering Defendants to undergo anti-retaliation training;
- O. Ordering Defendants to undergo anti-harassment training;
- P. Ordering Defendants to undergo workplace civility training;
- Q. Ordering Defendants to undergo bystander intervention training;
- R. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-discrimination training;
- S. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-retaliation training;
- T. Ordering Defendants to engage a research organization to assess the effectiveness of their anti-harassment training;
- U. Ordering Defendants to engage a research organization to assess the effectiveness of their workplace civility training;
- V. Ordering Defendants to engage a research organization to assess the effectiveness of their bystander intervention training;
- W. Ordering Defendants to identify an appropriate professional to investigate any future complaints of discrimination;
- X. Ordering Defendants to identify an appropriate professional to investigate any future complaints of harassment;
- Y. Ordering Defendants to identify an appropriate professional to investigate any future complaints of retaliation; and
- Z. Such other relief as may be available and which the Court deems just and equitable.

DEMAND FOR DISCOVERY OF INSURANCE COVERAGE

Pursuant to *Rule* 4:10-2(b), demand is made that Defendants disclose to Plaintiff's attorney whether or not 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 the judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and provide Plaintiff's attorney 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 insurance coverage, but also any excess, catastrophe, and umbrella policies.

DEMAND FOR TRIAL BY JURY

Plaintiff demands a trial by jury on all issues.

McOMBER, McOMBER & LUBER, P.C.
Attorneys for Plaintiff Cynthia Wisenfelder

By: /s/ Matthew A. Luber, Esq.
MATTHEW A. LUBER, ESQ.

Dated: June 25, 2021

DESIGNATION OF TRIAL COUNSEL

Pursuant to *Rule 4:25-4*, MATTHEW A. LUBER, ESQUIRE is hereby designated as trial counsel for Plaintiff.

CERTIFICATION

Pursuant to *Rule 4:5-1*, it is hereby certified that, to the best of my knowledge, there are no other civil actions or arbitration proceedings involving this matter and/or with respect to this matter and no other parties need to be joined at this time. 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.

McOMBER, McOMBER & LUBER, P.C.
Attorneys for Plaintiff Cynthia Wisenfelder

By: /s/ Matthew A. Luber, Esq.
MATTHEW A. LUBER, ESQ.

Dated: June 25, 2021