

**POMPELIO, FOREMAN &
GRAY, L.L.C.**

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Attorneys for Plaintiff S.P., a fictitious name

S. P., a fictitious name,

Plaintiff,

vs.

**RICHARD GRIGORIO, INDIVIDUALLY,
URBAN GROOVE OF PARAMUS, L.L.C.,
a Limited Liability Company of New Jersey**

Defendants.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: BERGEN COUNTY**

Docket No.: MRS-L-

Civil Action

COMPLAINT AND JURY DEMAND

Plaintiff, S. P. a fictitious, by way of complaint against the defendants, says:

PARTIES

1. Plaintiff is an adult female who at the time of the filing of this complaint resided in the Town of Maywood, Bergen County, New Jersey.
2. At all times referred to herein defendant Urban Groove of Paramus, L.L.C. (hereinafter, "Urban Groove") was a limited liability company organized and operating under the laws of the State of New Jersey with principal offices at 1005 Paramus Park, Dock 3, Paramus, New Jersey 07652. The Registered Agent for said defendant as filed with the office of the Secretary of State of the State of New Jersey is National Registered Agents, Inc. of NJ, 100 Canal Pointe Blvd., Suite 108, Princeton, NJ 08540.
3. At all times referred to herein defendant, Richard Grigorio was an agent, servant and employee of defendant, Urban Groove, serving in a supervisory capacity over all other employees.

FACTS

4. On or about September 3, 2008, plaintiff was hired by defendant Urban Groove for the position of cashier and floor clerk at its retail establishment opened to the public located at 1005 Paramus Park, Dock 3, Paramus, New Jersey. At the time of her hiring, defendant Richard Grigorio represented to plaintiff that he was the manager and supervisor of the retail establishment.
5. During the course of plaintiff's employment between September 3, 2008 and September 9, 2008, defendant Richard Grigorio, acting individually and in his supervisory capacity as agent for defendant Urban Groove, engaged in the following conduct towards plaintiff:
 - a. Without warning defendant placed his finger in plaintiff's mouth and when plaintiff objected, defendant responded with a sexually explicit comment that caused plaintiff a great deal of fear, apprehension and embarrassment.
 - b. Defendant made sexual advances towards plaintiff, and aggressively bragged about the details of his sexual experiences with other women, knowing that plaintiff was aware that defendant was married with children and grandchildren. Defendant boasted to plaintiff that he engaged in extramarital affairs with other women, and in an attempt to convince plaintiff to accept his sexual advances, he described to plaintiff the explicit and offensive details of his sexual activities with other women..
 - c. On several occasions, and despite plaintiff's constant rebuffs and requests to defendant to refrain from engaging in offensive conduct, he nevertheless, boasted of his sexual prowess and physical attributes in an attempt to seduce plaintiff.
 - d. On one occasion, defendant approached plaintiff and shocked her with the question, "Are you one of those horny girls when you get your period?" Plaintiff visibly

demonstrated her upset over his conduct, nevertheless defendant pressed on with his offensive and embarrassing comments to plaintiff.

- e. Plaintiff advised defendant, as her supervisor, that she would be required to take a medical leave from work in the future because a medical examination of her had shown pre-cancerous cells in her cervical area. Defendant's response to plaintiff was that "I'll get latex gloves and check it out myself. You don't have to go to a doctor."
- f. Defendant engaged in further conduct of a sexually explicit nature including asking plaintiff in a vile and disgusting way if she had a preference for a certain type of sexual activity.
- g. Defendant was aware that it was common knowledge at the business premises that he had acted in a similar manner towards other former female employees who had been forced to leave in order to escape defendant's conduct. As a warning to plaintiff, that she would be required to accept this type of sexually offensive conduct if she wished to keep her job, defendant was told that she could expect this type of conduct on a continuous basis.
- h. On or about September 9, 2008 plaintiff was forced to leave her employment as a result of the conduct of defendant and fear and apprehension of such further conduct if she continued with her employment, in effect creating a constructive discharge of plaintiff from her employment position.

COUNT ONE
Sexual Harassment

- 6. Plaintiff repeats and makes a part hereof the allegations contained in each and every prior paragraph of this Complaint as if same were more fully set forth at length herein.
- 7. The LAD prohibits unlawful discrimination by an employer against an employee by reason of the employee's sex. N.J.S.A. 10:5-12(a).

8. Plaintiff was wrongfully and constructively discharged and terminated from her position of employment and was the victim of sexual harassment on the part of defendants in violation of the Law Against Discrimination (LAD).

a. Hostile work environment sexual harassment:

9. Plaintiff was the victim of sexual harassment in a hostile work environment.

10. The conduct and actions of defendants towards plaintiff occurred because of her sex and a reasonable person of the same sex would consider it sufficiently severe or pervasive to alter the conditions of employment and create an intimidating, hostile or offensive work environment.

b. Quid pro quo sexual harassment:

11. The conduct and actions of defendants towards plaintiff constitute *quid pro quo* sexual harassment and defendant employer, Urban Groove, is strictly liable therefore.

12. As a result of the conduct of defendants, jointly and severally, plaintiff has suffered compensatory damages, including but not limited to the loss of her employment, including back and front pay, social security, fringe benefits, medical benefits, future earnings, emotional pain and suffering, physical pain and suffering, attorney's fees, and such other actual damages as permitted for recovery by the laws of the State of New Jersey and the United States of America.

13. The conduct of defendant was willful and wanton and plaintiff is entitled to an award of punitive damages.

WHEREFORE, plaintiff demands judgment against defendants jointly, severally, or in the alternative, for compensatory and punitive damages, together with reasonable attorney's fees, costs of suit and such further relief as the Court may deem equitable and just.

COUNT TWO

Breach of Contract

14. Plaintiff repeats and makes a part hereof the allegations contained in each and every prior paragraph and count as if same were more fully set forth at length herein.

15. On or about September 3, 2008 plaintiff and defendant Urban Groove entered

into a contract of employment. The contract of employment was an oral contract in which there was a clear and definite promise of employment by the employer made with the expectation that the plaintiff would rely thereon.

16. Plaintiff relied upon defendant's promise and at all times, was ready, willing and able to perform her duties and obligations under the contract.

17. Defendant employer owed to plaintiff a duty to honor said contract and to cause same to be performed in a lawful manner free from any violations of the LAD.

18. Defendant employer breached its duty and obligation to perform in that it caused the constructive discharge of plaintiff from its employ in violation of plaintiff's rights.

19. Plaintiff substantially relied upon the promises of defendant employer to her detriment.

20. As a result of the conduct of defendants, jointly and severally, plaintiff has suffered compensatory damages, including, but not limited to the loss of her employment, including back and front pay, social security, fringe benefits, medical benefits, future earnings, emotional pain and suffering, physical pain and suffering, attorney's fees, and such other actual damages as permitted for recovery by the laws of the State of New Jersey and the United States of America.

WHEREFORE, Plaintiff demands judgment against the defendants, each of them, for compensatory damages, together with reasonable attorney's fees, costs of suit and such further relief as the Court may deem equitable and just.

COUNT THREE

Breach of Implied Covenant of Good Faith

21. Plaintiff repeats and makes a part hereof the allegations contained in each and every prior paragraph and count of this complaint as if same were more fully set forth at length herein.

22. Defendants were bound to act appropriately towards plaintiff pursuant to an implied covenant of good faith and fair dealing which existed between plaintiff and defendants,

and Plaintiff was legally entitled to rely thereon.

23. As a result of the conduct of defendants, jointly and severally, plaintiff has suffered compensatory damages, including, but not limited to the loss of her employment, including back and front pay, social security, fringe benefits, medical benefits, future earnings, emotional pain and suffering, physical pain and suffering, attorney's fees, and such other actual damages as permitted for recovery by the laws of the State of New Jersey and the United States of America.

WHEREFORE, Plaintiff demands judgment against the defendants for compensatory and punitive damages, together with reasonable attorney's fees, costs of suit and such further relief as the Court may deem equitable and just.

COUNT FOUR

Intentional Infliction of Emotional Distress

24. Plaintiff repeats and makes a part hereof the allegations contained in each and every prior paragraph and count of this complaint as if same were more fully set forth at length herein.

25. Defendants are liable to plaintiff for the tort of intentional infliction of emotional distress in that (a) the acts of the defendants and plaintiff's emotional distress resulting therefrom were the result of intentional and/or reckless conduct on the part of defendants; (b) the conduct was extreme and outrageous; (c) the conduct of defendants was the proximate cause of the emotional injuries sustained by plaintiff; and (d) the emotional distress sustained by plaintiff was genuine and substantial and had a demonstrable negative effect on her life and work and has forced Plaintiff to seek medical and or psychological attention.

26. As a result of the conduct of Defendants, jointly and severally, Plaintiff has suffered compensatory damages, including, but not limited to the loss of her employment, including back and front pay, social security, fringe benefits, medical benefits, future earnings, emotional pain and suffering, physical pain and suffering, attorney's fees, and such other actual

damages as permitted for recovery by the laws of the State of New Jersey and the United States of America.

27. The conduct of the defendants, each of them, was willful and wanton.

WHEREFORE, plaintiff demands judgment against the defendants for compensatory and punitive damages, together with reasonable attorney's fees, costs of suit and such further relief as the Court may deem equitable and just.

COUNT SIX
Negligence

28. Plaintiff repeats and makes a part hereof the allegations contained in each and every prior paragraph and count of this complaint as if same were more fully set forth at length herein.

29. Defendants are liable to plaintiff for negligence in that (a) defendants had a legal duty to plaintiff to prevent working conditions in which the acts of individuals would cause Plaintiff harm; (b) this duty was breached; (c) the conduct of defendants was the proximate cause of the harm sustained by plaintiff; and (d) the emotional distress sustained by plaintiff was genuine and substantial and had a demonstrable negative effect on her life and work and has forced plaintiff to seek medical and or psychological attention.

30. As a result of the conduct of defendants, jointly and severally, plaintiff has suffered compensatory damages, including, but not limited to the loss of her employment, including back and front pay, social security, fringe benefits, medical benefits, future earnings, emotional pain and suffering, physical pain and suffering, attorney's fees, and such other actual damages as permitted for recovery by the laws of the State of New Jersey and the United States of America.

WHEREFORE, Plaintiff demands judgment against the defendants for compensatory damages, together with reasonable attorney's fees, costs of suit and such further relief as the Court may deem equitable and just.

POMPELIO, FOREMAN & GRAY, L.L.C.

Attorneys for Plaintiff
P.S., a fictitious name

By: _____
PAUL S. FOREMAN, ESQ.
Attorneys for Plaintiff

DATED: January 15, 2009

DEMAND FOR JURY TRIAL

PLEASE TAKE NOTICE that Plaintiff hereby demands a jury trial.

DESIGNATION OF TRIAL COUNSEL

PLEASE TAKE NOTICE that Paul S. Foreman, Esq., is hereby designated as trial counsel in the above captioned matter.

**POMPELIO, FOREMAN & GRAY,
L.L.C.**

Attorneys for Plaintiff
P.S., a fictitious name

By: _____
PAUL S. FOREMAN, ESQ.
Attorneys for Plaintiff

DATED: November 2008

CERTIFICATION

The undersigned hereby certifies that the matter in controversy is not the subject of any

other action pending in any court or of any pending arbitration proceeding and that no other or arbitration proceeding are presently contemplated.

The undersigned further certifies that there are no other parties of which he is presently aware or should be joined in this action.

DATED: September 23, 2008

PAUL S. FOREMAN, ESQ.
Attorney for Plaintiff

DEMAND FOR INTERROGATORIES

Plaintiff demands that the defendant produces certified answers to the Form C and Form C(1) Interrogatories within sixty (60) days of service of this Complaint.

DEMAND FOR DOCUMENTS

Plaintiff demands that the defendant produce copies of any and all documents in his possession with regard to any of the issues set forth in this Complaint.