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Attorneys for Plaintiff Shelly T. Black

SHELLY T. BLACK,

Plaintiff,

v.

**PATERSON PUBLIC SCHOOLS and its
BOARD OF EDUCATION; EILEEN F.
SHAFER; KAREN DEVER, LYNETTE
GONZALEZ;; LUIS M. ROJAS, JR.,
ABC Corps 1-10 (*fictitious companies not
yet known*), and JOHN and JANE DOES 1-
10 (*fictitious persons not yet known*),**

Defendants.

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

DOCKET NO.: PAS

Civil Action

**COMPLAINT AND JURY DEMAND,
DESIGNATION OF TRIAL COUNSEL,
DEMAND FOR INSURANCE
INFORMATION, DEMAND TO
PRESERVE EVIDENCE,
CERTIFICATION OF COUNSEL,
ADMISSIONS, DOCUMENT DEMANDS
and DEPOSITION NOTICES**

SHELLY T. BLACK, by and through her attorneys THE MARK LAW FIRM, LLC, by way of Complaint against Defendant Paterson Public Schools, Eileen Shafer, Lynette Gonzalez, Karen Dever, and Luis Rojas, alleges and hereby states:

VENUE

Venue properly lies in Passaic County, Superior Court Law Division pursuant to R. 4:3-2(a).

PARTIES

1. **Shelly T. Black** ("Ms. Black" or "Plaintiff") is a resident of Paterson, citizen of New Jersey, and was an employee of the Defendant Paterson Public Schools.

2. **Paterson Public Schools** is a Public School in the City of Paterson, County of Passaic and state of New Jersey, and was Ms. Black's employer.

3. **Eileen F. Shafer** (hereinafter "Shafer") during all times relevant, was the Superintendent for Paterson Public Schools and was in a supervisory role, and considered upper management at Paterson Public Schools, and as a decision maker for Paterson Public Schools had the authority, control and/or engaged in conduct to discriminate and retaliation directly or indirectly against Ms. Black due to her disability and accommodation requests.

4. **Lynette Gonzalez** (hereinafter "Gonzalez") during all times relevant, was the Director of Employee Services for Paterson Public Schools and was in a supervisory role, and considered upper management at Paterson Public Schools, and as a decision maker for Paterson Public Schools had the authority, control and/or engaged in conduct to discriminate and retaliation directly or indirectly against Ms. Black due to her disability and accommodation requests.

5. **Karen Dever** (hereinafter "Dever") during all times relevant, was the Director of Staffing & School Support Services for Paterson Public Schools and was in a supervisory role, and considered upper management at Paterson Public Schools, and as a decision maker for Paterson Public Schools had the authority, control and/or engaged in conduct to discriminate and retaliation directly or indirectly against Ms. Black due to her disability and accommodation requests.

6. **Luis M. Rojas, Jr.** (hereinafter "Rojas") during all times relevant, was the Assistant Superintendent of Human Capital/Labor Relations and Affirmative Action Officer for Paterson Public Schools and was in a supervisory role, and considered upper management at Paterson Public Schools, and as a decision maker for Paterson Public Schools had the authority, control and/or engaged in conduct to discriminate and retaliation directly or indirectly against Ms. Black due to her disability and accommodation requests.

7. **John and Jane Does 1-10-** are individual persons who are unknown but had authority, control and/or engaged in conduct to discriminate and retaliation directly or indirectly against Ms. Black to her disability and accommodation requests.

FACTS

8. Plaintiff Shelly T. Black is a former employee, a School Secretary, working for the Paterson Public Schools from September 26, 2005, until her forced retirement effective January 1, 2021.

9. Ms. Black was forced into retirement when she was 64 years old due to her debilitating health condition, the Covid-19 virus and the Paterson Public Schools refusal to accommodate her disability.

10. Ms. Black never had any disciplinary or performance issues during the course of her employment at Paterson Public Schools.

11. During her employment Ms. Black's responsibilities involved general secretarial duties, such as answering telephone calls, handling correspondence, creating and maintaining staff files, and responding to records requests.

12. Mr. Black suffered from a heart attack on April 19, 2019.

13. Due to said April 19, 2019, heart attack, Ms. Black was hospitalized where she remained for 2.5-days, and then took a medical leave of absence from work for approximately 5 months to recover.

14. On May 8, 2019, Lynette Gonzales, Director of Employee Services at Paterson Public Schools, unlawfully reprimanded Ms. Black for taking a medical leave due to her heart attack and advised her that "a review of your attendance reflects numerous absences."

15. Paterson Public School District allows employees with qualified health issues to apply for and take a medical leave of absence under what is referred to as its "ADA Policy."

16. Ms. Black was given an ADA accommodation leave of absence to recover due to her heart attack.

17. As part of her requested medical leave and recovery period, on May 28, 2019, Paterson Public Schools granted Ms. Black paid medical leave from April 29, 2019, through June 3, 2019, but then unpaid medical leave from June 5, 2019, through September 5, 2019.

18. The above leave was requested and granted in accordance with the employer, Paterson Public Schools' purported ADA and Sick Leave policies.

19. On or about June 21, 2019, Lynette Gonzalez, Director of Human Resources at Paterson Public Schools, notified Ms. Black that her she was being transferred out of her current position of which she had held for two years with no issue.

20. Ms. Gonzalez advised Ms. Black that her new position School Secretary would be at the International High School for the 2017-2018 and 2018-2019 School Year. Ms. Black was familiar with the position as she had worked in said building years prior.

21. As part of Ms. Black's new role at the International High School, she was responsible for additional duties such as creating and designing the school website, creating other graphic artist designs, printing, designing and photographing for all student ID cards. Additionally, Ms. Black was the tech coordinator for computer equipment and supplies as well as basic secretarial office duties.

22. Due to her continued need for medical condition resulting from her heart attack, on or about September 3, 2019, Ms. Black made another requested for an accommodation due to

her heart disease, a chronic medical condition, to work an abbreviated schedule from 7:30 AM to 2:00 PM in order for her to attend Cardiac Therapy Sessions prescribed by her doctor.

23. As part of her requested, Ms. Black spoke with Lynette Gonzalez and discussed doctor's notes such that the additional medical accommodations were needed for her to be able to performance her duties.

24. Ms. Black filled out the appropriate application with her medical documentation and submitted the packet to Ms. Gonzalez on September 3, 2019.

25. On September 6, 2019, Ms. Black was notified by Ms. Gonzalez that an "ADA accommodations" had been granted for a limited period of September 1, 2019, through October 31, 2019, for an abbreviated schedule from 7:30 to 2:00 p.m.

26. Ms. Black continued to update the Paterson Public Schools with her medically necessary accommodation and submitted additional notes on or about October 14, 2019.

27. Ms. Black was again notified that she would again be transferred. This time, a recommendation had been made at the request of the school principal and despite just being transferred into International High School, Ms. Black was then transferred to Dr. Frank Napier School #4 effective October 21, 2019. Such transfer, despite maintaining the same title, is considered a demotion.

28. As part of Ms. Black's new role, at Dr. Frank Napier-School #4 she was responsible for department liaison to district administrators, staff attendance of a confidential nature, school budget, assign and processing of substitute staff/documentation/payment process, hiring process for new staff, provide services for community/vendors/parents and fundamental office

29. Ms. Black continued to work as a School Secretary at the Dr. Frank Napier School for the remainder of the year 2019-2020 school year without any incident or discipline.

30. In or about March 2020 the world was devastated with the Novel Coronavirus-19, which killed millions and affected millions of others who suffered from preexisting health conditions. The United States and its school districts came to a stand still, many shutting down, and all going to remote learning for a long-period of time.

31. During this time-period, Ms. Black, along with all staff, were permitted to work from home. The Paterson Public Schools were able to set up its staff to work remotely by sending staffers Google Chromebooks.

32. During the spring semester and summer break period of 2020, the Paterson Public Schools had been at 100% remote learning for all students and 100% remote work for all staff. This meant that the employees of the Paterson Public Schools worked remotely 100% of the time, and specifically Ms. Black was never required to come into the building but was able to perform her duties remotely without exception. Doing so did not create a hardship upon the school because it was accomplished in the prior year.

33. On August 20, 2020, for the upcoming 2020-2021 school year, the District elected to open on a partial abbreviated schedule allowing students to continue with at-home studies, and teachers teaching via remote video.

34. Part of the August 20, 2020, directive, however, the school required the staff to return to work in-person at their buildings starting September 1, 2020, to prepare for the upcoming school year.

35. The School notified its employees that it was going "full time" for certain staff but not in-person for others, and all would return to work from September 1, 2020 through September 15, 2020.

36. At this time, Ms. Black's responsibilities included staff attendance, student registration, transfers, budget analysis, candidate hiring preparations, requisition/supplies, substitute placement/documentation/processing.

37. As part of the transition back to in-person learning, the Paterson Public Schools advised all employees that its employees were allowed to work remotely three (3) days a week, but they had to work in-person two (2) days a week. The Paterson Public Schools referred to this model as a "hybrid remote schedule."

38. Ms. Black submitted an August 26, 2020, letter from her doctor, Dr. Shawn M. Crabtree, MD, who wrote that Ms. Black **"has a chronic medical condition and she is susceptible to covid-19 exposure and other illnesses. It is medically necessary for her to continue working from home. Please excuse due to illness until January 2, 2021."**

39. Additionally, due to concerns of the lack of safety protocol, Ms. Black wrote in an August 25, 2020, letter to Superintendent Shafer.

"As a secretary working at Dr. Frank Napier, School of Technology I am deeply concerned that the District has not provided adequate health and safety standards for me to return to work including, but not limited:

- 1. Providing adequate PPE; one cloth mask every three months is not sufficient to protect my health;**
- 2. Inadequate ventilation and no HEPA or MERV-13 or higher filters.**
- 3. Proper social distance is not being enforced**
- 4. Little or no cleaning of workspaces**
- 5. No mandatory temperature checks**

Moreover, I am concerned that your directive violates Governor Murphy's executive order 173 which limits the amount of people that may gather indoors and is contravention of the Board's resolution dated August 12, 2020, which mandates virtual instruction until at least November 1. Because I feel that the District has not taken adequate measures to protect my health and safety in light of the Covid-19 pandemic I am invoking Article 25:1 of the Collective Negotiations Agreement and refuse to physically report to my worksite on September 1. However, I remain ready and willing to work on September 1 and look forward to completing the tasks that you."

40. Thereafter, on or about August 27, 2020, Ms. Black submitted a request upon Lynette Gonzalez, with Principal Derwin Smith carbon-copied, for a medical accommodation due to her medical condition as recommended by her doctor as she was not able to return to work in-person while the Covid-19 virus was still viable in the school system.

41. After Ms. Black learned of the new in-person return to work directive, prior to the school year, Ms. Black met with her doctor, Dr. Crabtree, who recommended that Ms. Black not return to in-person due to her health.

42. As part of her August 27, 2020, Paterson Public Schools' ADA Policy medical accommodation, due to her health condition, and medical concerns from her doctor, Ms. Black requested that she be allowed to continue to work remotely, from home, during the Covid Pandemic due to her medical condition.

43. That same date, on August 27, 2020, Ms. Black's ADA accommodation request was denied by Ms. Gonzalez because Ms. Black did not "fill to the appropriate forms."

44. When Ms. Black questioned Ms. Gonzalez why her ADA request had been denied, Ms. Black was told by Ms. Gonzalez to "fill out paperwork" but that her "request would not be processed" until Ms. Black completed the Paterson Public Schools' certification forms.

45. As such, Ms. Black then provided her doctor, Dr. Shawn Crabtree, the forms given to her, to fill out. As requested, Dr. Crabtree filled out the forms for Ms. Black, who then submitted same back to the Paterson Public Schools on or about September 16, 2020.

46. Furthermore, Ms. Black's doctor, Dr. Saddam Toor, MD, wrote his concerns, that Ms. Black **"would be considered a higher risk patient and she should ensure all precautions are undertaken to mitigate risk at work."**

47. Within the ADA forms submitted to the Paterson Public Schools, Dr. Crabtree wrote that **“Shelly Black was seen in office on August 26, 2020, and has Chronic Medical condition and she is susceptible to Covid-19 exposure and other illnesses. It is medically necessary for her to continue working from home. Please excuse due to illness until January 2, 2021.”**

48. In addition, Dr. Crabtree identified Ms. Black’s condition as **“Serious heart condition.”**

49. Despite advising the Paterson Public Schools of Ms. Black’s health condition, need for an accommodation supported by a doctor’s note, and submitting the ADA certification and forms, the Paterson Public Schools retaliated against her when it docked her one (1) day of pay for **“refusing to come into work.”**

50. From September 1, 2020, until she turned in her ADA forms, Ms. Black had requested and was permitted to work remotely. In fact, other employees of the Paterson Public Schools were permitted to work remotely, i.e., from home, as well.

51. Despite the Paterson Public Schools knowing of Ms. Black’s health condition, her request for a reasonable accommodation supported by a physician’s note, and having the ADA certification and forms, the Paterson Public Schools failed to meet with and engage Ms. Black in any interactive process to determine what accommodation could be granted and what accommodation was reasonable for all parties.

52. In lieu of meeting and speaking to Ms. Black, on or about September 21, 2020, the Paterson Public Schools denied Ms. Black’s request for a medical accommodation.

53. In its denial notice, Ms. Gonzalez wrote that she, and Luis Rojas, Assistant Superintendent of Human Capital/Labor Relations and Affirmative Action Officer of Paterson

Public Schools made the decision to deny Ms. Black's requested because Ms. Black's work "required from a School Secretary was essential for the start of the school year."

54. Despite Ms. Gonzalez representation, on behalf of the Paterson Public Schools that Ms. Black was unable to work from home, she continued to write: "You can work remotely on those days scheduled as remote days, as detailed by the current hybrid schedule for school staff." Therefore, the possibility of remote work was possible, just not convenient for the Paterson Public Schools.

55. Ms. Gonzalez, on behalf of the Paterson Public Schools and Mr. Rojas also claimed that Ms. Black's essential job functions prevented her from working remotely. At this time, those "essential functions" were reviewing mail, printing correspondence, creating and maintain staff personnel files, and responding to records requests.

56. Despite Ms. Gonzalez's representations leading to the Paterson Public Schools' denial of her accommodation request claiming that the essential functions of her job prevented her from working remotely, i.e., her reasonable medial accommodation request, Ms. Black had worked remotely the prior Fall and Summer terms with no issues, she continued to do so since September 1, 2020, and even Ms. Gonzalez's response allowed Ms. Black to continue to work remotely three (3) days a week for the continued 2020-2021 school year.

57. On October 21, 2020, Superintendent of Schools Eileen Shafter wrote to "central office" staff to advise that **"effective immediately" the scheduled will follow a hybrid model with in-person work on Monday-Wednesday (work group A) or Tuesday- Thursday (work group B) with Fridays remote for all."**

58. As part of her October 21, 2020, letter, Ms. Shafer then went on and wrote: **"Your safety and wellbeing remain a priority and all efforts are focused to provided everyone**

involved with sound processes and procedures, necessary equipment and resources. Staff members who may require a medical accommodation to continue working remotely for the five days, should contact the Human resources department for the appropriate procedure and required documentation.”

59. Then, on October 21, 2020, in what appeared to be follow-up communication, Susana Peron, Deputy Superintendent of Schools, sent a text to the district principals, vice principals and secretaries that all staff and support staff employees **“will be working remotely.”** In fact, Ms. Peron advised all that only Ms. Shafer, Ms. Person and **“limited office staff will be the only district members that will working in person at 90 Delaware”** and that “Fridays remote for all.”

60. Paterson Public Schools even suggested that it could not comply with her request, and it had denied other secretaires’ request to work remotely, though the other secretaries did not suffer from a medical disability. Those others, for example, were Marybel Echevarria, Maribel Franco, Emily Rose.

61. In fact, none of the other secretaries, those without a medical disability, requested to work from home due to a medical condition.

62. In fact, previously, while working remotely after March 2020, during the height of the Covid 19 Pandemic, Ms. Black was handling secretarial functions for the Paterson Public Schools, all of which were functions able to be performed remotely.

63. As a result of the Paterson Public Schools’ denial for Ms. Black’s accommodation, on November 22, 2020, Ms. Black informed the Paterson Public Schools, via a letter to Ms. Gonzalez, that she would be forced to retire prematurely on December 31, 2020, in order to preserve her health and insulate herself from the deathly risk of COVID given her comorbidity.

64. On November 22, 2020, Ms. Black wrote to Ms. Gonzalez that she was retiring because of concerns over her health, and wrote:

After our virtual zoom intervention meeting where I expressed great concern for my health, and forwarded both physicians' recommendation to continue working remotely, my request was denied. Since denial, letter of "request to work remotely" (9.21/2020) there were restrictions of working remotely only three (3) days a week as opposed to five (5) as school staff were working in building. Unfortunately, that scheduled has inflicted a hardship and extensive use of my available bank days (sick-vacation-personal-family illness). Once all bank days have been exhausted, I would eventually be docked. Therefore, I am making a decisive decision to retire to prevent jeopardizing my health and wellness due to COVID-19 and my compromised health condition (per Primary MD and Cardiologist health concerns and recommendations).

It deeply saddens and concerns me that after several employees have been affected by this deadly virus and good friend (Eastside Administrator) who passed that I would not be considered the minimum contest to work from home while having a severe health condition. As COVID-19 numbers are accumulating vastly I can only pray that employee would not have to jeopardize their health to maintain their job and livelihood.

May all the employees and their families of Paterson Public Schools be healthy, safe and survive COVID-19.

65. Ms. Black's November 22, 2020, letter was copied to Derwin Smith, Cicely Warren, John McEntee, Eileen Shafer and Luis Rojas.

66. In fact, even after Ms. Black notified the Paterson Public Schools that she was unable to return to work due to the directive that she works in-person, contrary to her doctor's recommendation, it was later discovered that the school and its staff continued remotely, and even through the end of the spring 2021 school year.

COUNT ONE

*(New Jersey Law Against Discrimination (N.J.S.A. §10:5-1 et seq.)-
Failure to Accommodate)*

67. Plaintiff hereby repeats and realleges each of the above-mentioned allegations in paragraphs 1-66 as if fully set forth herein.

68. Plaintiff had requested a reasonable accommodation to work at home during the height of the pandemic as a result of her disability of comorbidities.

69. In lieu of the reasonable accommodation, Defendant Paterson Public Schools forced Plaintiff to retire after failing to provide her with a reasonable accommodation for her disability, in violation of the LAD.

70. Defendant Paterson Public Schools failure to accommodate Plaintiff's disability was the sole factor in Plaintiff's forced retirement from her employment.

71. Defendant Paterson Public Schools failed to engage Plaintiff in the Interactive Process to determine what work she could perform with or without a reasonable accommodation, making no effort to explore alternatives to Ms. Black's request to work from home.

72. Due to Defendants Paterson Public School, and all Defendants, failure to engage Plaintiff in the Interactive Process, it subjected Plaintiff to further danger, Plaintiff's health and well-being and as such, she was unable to continue to work at the Paterson Public Schools and had no alternative but was forced to leave her employment from the Paterson Public Schools.

73. As direct and proximate result of Defendant's discriminatory actions, Plaintiff has and continues to experience emotional distress, anxiety and stress, as well as substantial economic losses, including back pay, front pay, and a loss of benefits.

COUNT TWO

(New Jersey Law Against Discrimination N.J.S.A. §10:5-1 et seq.

- Constructive Discharge / Adverse Action)

(As Against All Defendants)

74. Plaintiff hereby repeats and realleges each of the above-mentioned allegations in paragraphs 1-73 as if fully set forth herein.

75. Plaintiff falls within the protected class of employees, as she was a medically disabled person, which was known by Defendants.

76. By the acts and practices described above, Defendants subjected Plaintiff to disability discrimination in violation of the N.J.S.A. § 10: 5-1 et seq.

77. The requirements of the employer to continue to work, with no accommodation to her were so dangerous and treacherous to Plaintiff's health and well-being she was unable to continue to work at the Paterson Public Schools and had no alternative but was forced to leave her employment from the Paterson Public Schools.

78. The conduct by the Paterson Public Schools was so intolerable that a reasonable person, such as Plaintiff, was forced to resign rather than continue to endure the Paterson School Board's unwillingness to accommodate her.

79. The conduct of the Defendants was so outrageous, coercive and unconscionable by forcing Plaintiff to choose between continuing with her employment and her health.

80. As a direct and/or proximate result of Defendant's unlawful conduct, Plaintiff has suffered irreparable injuries and monetary damages and will continue to do so unless the Court grants relief.

COUNT THREE

(Aiding & Abetting – NJLAD)

(As Against All Defendants)

81. Plaintiff hereby repeats and realleges each of the above-mentioned allegations in paragraphs 1-80 as if fully set forth herein

82. The conduct of Defendants' and John Does 1-10, administration, supervisors and upper management, impugns individual liability due to their control and acts of invidious discriminatory intent in discriminating against Ms. Black.

83. In their role as administrators, supervisors and upper management, and/or John Does 1-10 and their conduct furthered, acquiesced and did act, had the tacit approval of the Board, and resulted in illegal discrimination against Plaintiff. Such conduct binds Defendants Board and the Paterson Public Schools for the actions of administrators, supervisors and upper management.

84. The conduct of John Does 1-10, as agents and/or employees of Defendant Paterson School Board, unknown at this juncture, and on behalf of the Board resulted in discrimination against Plaintiff.

85. The conduct of the administrators, supervisors and upper management,, along with others in the Board, John Does, unknown at this juncture, and on behalf of the Board resulted in discrimination against Plaintiff in violation of the NJ Law Against Discrimination, N.J.S.A. 10:5-1, et seq.

COUNT FOUR

*New Jersey Conscientious Employee Protection Act. –
(N.J.S.A. § 34:19-1 – CEPA)*

(As Against All Defendants)

86. Plaintiff hereby repeats and realleges each of the above-mentioned allegations in paragraphs 1-85 as if fully set forth herein.

87. Plaintiff engaged in protected conduct as set forth in the New Jersey Conscientious Employee Protection Act., N.J.S.A. §34-19-1, et seq., in that he objected to, threatened to disclose and/or refused to participate in conduct which he reasonably believed was (1) in violation of a law or regulation promulgated under law, and (2) in violation of a clear mandate of public policy affecting public health, safety or welfare.

88. Plaintiff objected to and reported to the Paterson Public Schools that the District was acting in a way contrary to the law, health and safety, when she wrote to Superintendent:

“As a secretary working at Dr. Frank Napier, School of Technology I am deeply concerned that the District has not provided adequate health and safety standards for me to return to work including, but not limited:

- 1. Providing adequate PPE; one cloth mask every three months is not sufficient to protect my health;**
- 2. Inadequate ventilation and no HEPA or MERV-13 or higher filters.**
- 3. Proper social distance is not being enforced**
- 4. Little or no cleaning of workspaces**
- 5. No mandatory temperature checks**

Moreover, I am concerned that your directive violates Governor Murphy’s executive order 173 which limits the amount of people that may gather indoors and is contravention of the Board’s resolution dated August 12, 2020 which mandates virtual instruction until at least November 1. Because I feel that the District has not taken adequate measures to protect my health and safety in light of the Covid-19 pandemic I am invoking Article 25:1 of the Collective Negotiations Agreement and refuse to physically report to my worksite on September 1. However, I remain ready and willing to work on September 1 and look forward to completing the tasks that you.”

89. Plaintiff reasonably believed such conduct was in violation of law, rules and/or regulations; and/or incompatible with a clear mandate of public policy, when she wrote:

Moreover, I am concerned that your directive violates Governor Murphy’s executive order 173 which limits the amount of people that may gather indoors and is contravention of the Board’s resolution dated August 12, 2020 which mandates virtual instruction until at least November 1.

90. Plaintiff’s disclosures, complaints and/or objections submitted to Defendants’ regarding potential fraudulent practices by the Paterson Public Schools is protected by New Jersey Conscientious Employee Protection Act (“CEPA”), N.J.S.A. §34:19-3c(1).

91. Due to Defendants failure to comply with the Plaintiff’s doctor’s recommendation for a continued accommodation, i.e., work from home, Plaintiff was placed into a position where she was unable to continue to work remotely, and therefore the School denied her ability to continue to work at the Paterson Public Schools.

92. Because Plaintiff was not given the accommodation, in retaliation, in part, for complaints of the Paterson Public Schools' violation of the law, she was unable to continue to work and was forced to resign, via a constructive discharge from the Paterson Public Schools.

93. Defendants' conduct in denying Plaintiff an accommodation was in retaliation for her submitting complaints regarding Defendants' contravention of public policy with respect to failure to comply with the Governor's Orders relating to Covid-19.

94. Defendants' conduct was in violation of CEPA, N.J.S.A. §34:19-1, et. seq.

95. Defendants engaged in, participated in, condoned, ratified, perpetuated and/or aided and abetted the aforesaid CEPA violations.

96. Defendants' conduct and actions were malicious and/or undertaken with a wanton and willful disregard of and for Plaintiff.

COUNT FIVE

(John Does)

97. Plaintiff hereby repeats and realleges each of the above-mentioned allegations in paragraphs 1-96 as if fully set forth herein.

98. Although the Plaintiff believes that the acts complained of were performed or caused by the named Defendants, the Plaintiff cannot be certain that the named Defendants are the only person(s) or entity(ies) liable for the acts complained of as set forth herein. Therefore, the Plaintiff has named John Does 1 -10, fictitious persons or legal entities as Defendant(s) to this action.

99. As such, the terms "Defendant" or "Defendants" as used in all of the above Counts and paragraphs should therefore be defined and read as "Defendant(s) and/or John Doe(s)".

WHEREFORE, Plaintiff demands judgment against Defendants, jointly, severally and alternatively, for Damages including: Front pay and back pay; Compensatory, Liquidated, Consequential, Ancillary and Punitive damages; Damages for emotional distress, loss of reputation and other personal injury; Payment or reimbursement of all fringe benefits; Pre- and post- judgement interest; enhancement for gross tax consequences; Reasonable costs and Attorney's fees under common law and statute; Costs of suit and any other relief this Court deems just.

DESIGNATION OF TRIAL COUNSEL

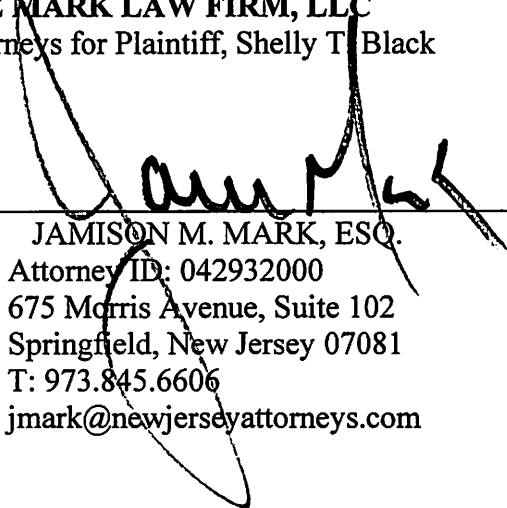
Trial Counsel is hereby designated as Jamison M. Mark, Esq.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands, pursuant to Rule 4:35-1 et seq., trial by jury of all issues triable by jury.

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff, Shelly T. Black

Dated: November 22, 2021

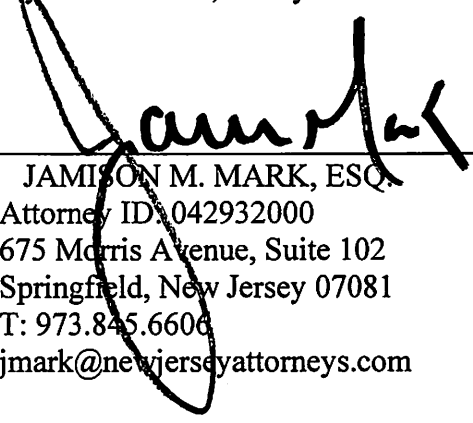
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DEMAND FOR INSURANCE INFORMATION

Pursuant to New Jersey Court Rule 4:10-2(b), demand is made that Defendants disclose to Defendants' 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 a judgment which may be entered in this action or indemnify or reimburse for payments made to satisfy the judgment and provide Defendants' 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 coverage but also any and all EPLI, excess, homeowners, and umbrella policies.

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff, Shelly T. Black

Dated: November 22, 2021

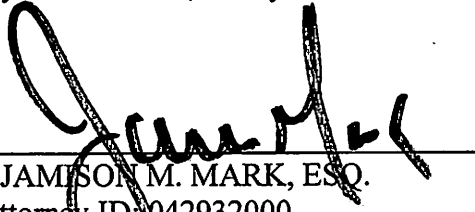
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DEMAND TO PRESERVE EVIDENCE

All defendants are hereby directed and demanded to preserve all physical and electronic information for attorney in any way to plaintiffs employment, to plaintiffs cause of action and/or prayers for relief, to a defense is the same, and pertaining to any party, including, but not limited to, electronic data storage, close circuit audio footage, digital images, computer images, cache memory, Searchable data, emails, spreadsheets, employment files, memos, text messages and any and all online social or work related websites, injuries on social networking sites, and any other information and/or data and/or things and/or documents which may be relevant to any claim or defense in this litigation.

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff, Shelly T. Black

Dated: November 22, 2021

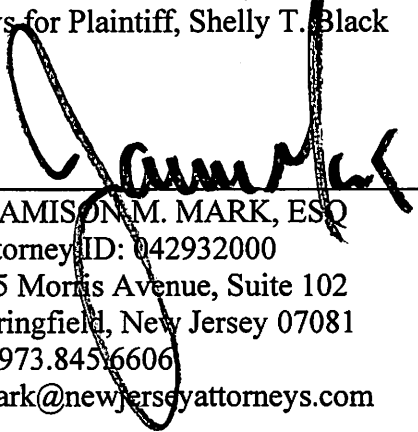
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CERTIFICATION PURSUANT TO RULE 4:5-1.

I hereby certify that the matter in controversy is not the subject of any other action pending in any other court or pending arbitration proceeding. I further certify that I have no knowledge of any contemplated action or pending arbitration proceeding regarding the subject matter of this action, and I am not aware of any other parties who should be joined to this matter

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff, Shelly T. Black

Dated: November 22, 2021

By: 
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**PLAINTIFF'S INITIAL DEMAND FOR THE PRODUCTION OF DOCUMENTS FROM
DEFENDANT PATERSON PUBLIC SCHOOLS**

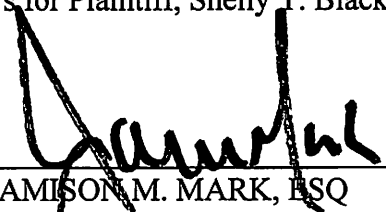
PLEASE TAKE NOTICE the above-named Plaintiff, Shelly T. Black demands that Defendants Paterson Public Schools, produce at the office of Plaintiff's attorneys, The Mark Law Firm, LLC, 675 Morris Avenue, Suite 102, the documents requested herewith for inspection by their attorneys, or a duly authorized representative of one or more of them within the time required by Court Rules, and for such period thereafter during regular office hours as may be necessary to complete such inspection:

1. All documents which evidence, relate or refer to any and all employee manuals, personnel policies or rules and regulations of Defendants in effect from 2019 to the present, including but not limited to:
 - a. Personnel procedures and practices;
 - b. Employee discipline;
 - c. Employee performance review;
 - d. COVID-19 Related Policies
 - e. Remote Learning/Working Policies
 - f. Anti-retaliation;
 - g. Medical Leave;
 - h. Anti-harassment;
 - i. Anti-discrimination; and
 - j. Investigation of employee claims of discrimination and/or harassment.
2. All documentation identifying (a)-(j) that were provided to Plaintiff
3. The complete personnel file or any file maintained by Defendants for Plaintiff.
4. The employee manual received by Plaintiff, and any evidence that she received same.
5. Any and all job descriptions held by Plaintiff with Defendants.
6. All schedules and timesheets for Plaintiff during her employment with Defendant between January 2020 through December 31, 2020.
7. All documents related to any discipline, critique or concerns issued to Plaintiff during her employment with Defendants.
8. Any and all emails or text messages sent to / received from Plaintiff after March 1, 2020.

9. Any and all reports, memos or form of written communication with any 3rd Party which identified any dissatisfaction with Plaintiff's employment or service for Defendants.
10. Any and all documents, compensation agreements, pay stubs, checks, cash receipts, vouchers, memos, payroll documents, W2, 1099, commission statements, or otherwise related to Plaintiff's compensation and benefits while employed by Defendant.
11. Any and all medical records provided to the Paterson Public Schools from Plaintiff.
12. Any and all memos, notes, records or other written materials which identify any discussions held with Plaintiff and/or any 3rd Party to discuss Plaintiff request for a medical accommodation.
13. Any and all memos, notes, records or other written materials which identify any discussions held with Plaintiff and/or any 3rd Party to discuss Plaintiff request to work from home.

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff, Shelly T. Black

Dated: November 22, 2021

By: 
JAMISON M. MARK, ESQ
Attorney ID: 042932000
675 Morris Avenue, Suite 102
Springfield, New Jersey 07081
T: 973.845.6606
jmark@newjerseyattorneys.com

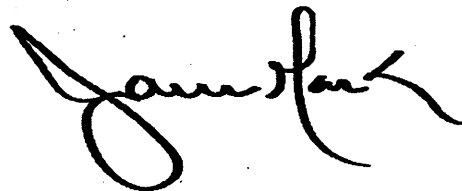
NOTICE OF DEPOSITIONS

Dear Sir/Madam:

PLEASE TAKE NOTICE, that pursuant to the provisions of R.1:9-2 and R.4:14-2, the undersigned Attorney for Plaintiff **Shelley T. Black** hereby demands that you produce for appearance for deposition at the offices of The Mark Law Firm, LLC, 675 Morris Avenue, Suite 102, Springfield, New Jersey 07081 the following persons:

- 1) April 7, 2020, at 10:00 a.m. **Cicely Warren**
- 2) April 8, 2020, at 10:00 a.m. **Margaret Centrella**
- 3) April 12 2020, at 10:00 a.m. **John McEntee**
- 4) April 13, 2020, at 10:00 a.m. **Lynette Gonzalez**
- 5) April 14, 2020, at 1:00 p.m. **Marybel Echevarria**
- 6) April 14, 2020, at 12:00 p.m. **Maribel Franco**
- 7) April 14, 2020, at 2:00 p.m. **Emily Rose**
- 8) April 15, 2020, at 10:00 a.m. **Derwin Smith**
- 9) April 19, 2020, at 10:00 a.m. **Luis Rojas**
- 10) April 20, 2020, at 10:00 a.m. **Eileen F. Shafer**
- 11) April 21, 2020 at 10:00 a.m. **Boris Zaydel**

THE MARK LAW FIRM, LLC
Attorney for Plaintiff Shelley T. Black



Dated: November 22, 2021

Jamison M. Mark, Esq.
Attorney ID: 042932000
675 Morris Avenue, Suite 102
Springfield, New Jersey 07081
T: 973.845.6606
jmark@newjerseyattorneys.com

REQUESTS FOR ADMISSIONS

PLEASE TAKE NOTICE that Plaintiff Shelly T. Black (hereinafter "Plaintiff"), hereby requests that Defendant Paterson Public School within thirty (30) days of service of these Requests, admit or deny the following:

1. Plaintiff was an employee of Paterson Public Schools.

ADMIT: _____

DENY: _____

2. Plaintiff had a written contract to perform her duties for the Paterson Public Schools.

ADMIT: _____

DENY: _____

3. Paterson Public Schools was aware that Plaintiff notified her supervisor that she required an accommodation due to a medical condition.

ADMIT: _____

DENY: _____

4. Plaintiff had previously been able to perform the functions of her job remotely.

ADMIT: _____

DENY: _____

5. Paterson Public Schools denied Plaintiff's request to work remotely despite her disability.

ADMIT: _____

DENY: _____

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff, Shelly T. Black

Dated: November 22, 2021

By:  _____
JAMISON M. MARK, ESQ

Civil Case Information Statement

Case Details: PASSAIC | Civil Part Docket# L-003667-21

Case Caption: BLACK SHELLY VS PATERSON PUBLIC
SCHO OLS

Case Initiation Date: 11/22/2021

Attorney Name: JAMISON M MARK

Firm Name: MARK LAW FIRM LLC

Address: 675 MORRIS AVE STE 102

SPRINGFIELD NJ 07081

Phone: 9738456606

Name of Party: PLAINTIFF : Black, Shelly, T

Name of Defendant's Primary Insurance Company

(if known): None

Case Type: LAW AGAINST DISCRIMINATION (LAD) CASES

Document Type: Complaint with Jury Demand

Jury Demand: YES - 12 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: Shelly T Black? 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)*

11/22/2021

Dated

/s/ JAMISON M MARK

Signed