

MARK LAW FIRM, LLC
Jamison M. Mark, Esq. (042392000)
675 Morris Avenue, Suite 102
Springfield, New Jersey 07081
M: 973-845-6606
Attorneys for Plaintiff Magaly Castillo

| | | |
|---|---|---------------------------------|
| MAGALY CASTILLO, | : | SUPERIOR COURT OF NEW JERSEY |
| | : | LAW DIVISION: ESSEX COUNTY |
| | : | |
| Plaintiff, | : | DOCKET NO. ESX-L- |
| | : | |
| v. | : | <i>Civil Action</i> |
| | : | |
| MCBRIDE’S RESTAURANT d/b/a D’CARBON BAR & GRILL; EDUARDO AYME; ABC CORP. 1-10, and JOHN DOES 1-10, | : | COMPLAINT, DEMAND FOR TRIAL BY |
| | : | JURY, DESIGNATION OF TRIAL |
| | : | ATTORNEY, CERTIFICATION, DEMAND |
| | : | FOR ANSWERS TO INTERROGATORIES, |
| | : | DEMAND FOR INSURANCE |
| Defendants. | : | INFORMATION, AND DEMAND FOR |
| | : | PRODUCTION OF DOCUMENTS |

MAGALY CASTILLO a citizen of the State of New Jersey by and through her attorneys, The Mark Law Firm, LLC. as and for her complaints and claims against Defendants, hereby states:

PRELIMINARY STATEMENT

1. This civil action is brought by Plaintiff Magaly Castillo as a result of the unlawful sexual harassment she has endured while employed at D’Carbon Bar & Grill, specifically by Defendant Eduardo Ayme, and due to invidious retaliation by her supervisors Eduardo Ayme and Lorena Ayme when she was terminated for reporting said sexual harassment.

2. The Defendants conduct constitutes a clear violation of Plaintiff’s civil rights pursuant to the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq. (LAD).

PARTIES

3. **Magaly Castillo** (hereinafter “Ms. Castillo” or “Plaintiff”) was an employee of the D’Carbon Bar & Grill, holding the title of Manager. Ms. Castillo is a resident of Essex County, State of New Jersey, and is entitled to all the rights and privileges secured by the Constitution of the State of New Jersey.

4. **Defendant McBride’s Restaurant d/b/a D’Carbon Bar & Grill** (hereinafter “D’Carbon”) is a business located in New Jersey and operates at 491-493 McBride Avenue, Woodland Park, New Jersey 07424.

5. **Defendant Eduardo Ayme**, is the owner of D’Carbon, and was Ms. Castillo’s supervisor, and it is believed to reside in Woodland Park, New Jersey.

6. **Jane & John Doe**, who at all times material to this Complaint, individual defendants and actors of D’Carbon, management and upper management that were involved in the discrimination and harassment against Plaintiff, or failed to take action to prevent the harassment, failed to adequately train, monitor or enforce any policy that existed, as well as unknown employees (John and Jane Does) who acted under color of law on behalf of the Defendant Company.

VENUE

8. Venue properly lies in Essex County, Superior Court Law Division pursuant to R. 4:3-2(a), because Plaintiff is a citizen of Essex County, New Jersey.

FACTS

9. Magaly Castillo was hired by Defendant, D’Carbon, starting on or about November 1, 2019 as the Restaurant Manager.

10. Ms. Castillo worked for the restaurant and did an excellent job with absolutely no negative feed back or criticism of her work.

11. After a few weeks at the company, Ms. Castillo observed what appeared to be flirting and inappropriate conduct between one of the D'Carbon owner, Eduardo Ayme and some of the waitstaff. Ms. Castillo did not feel that a married man, as Eduardo Ayme is, should be acting inappropriately with the female waitstaff.

12. When Ms. Castillo brought the issue to the attention of one of the bartenders, Ms. Castillo was told that Defendant Ayme was a well-known flirt at the restaurant. Ms. Castillo was further told that Eduardo Ayme was a tenacious flirt with many of the ladies at the restaurant, and rumors even had it that he was having multiple affairs with various staff members over the years.

13. As time went on, shortly after Ms. Castillo was hired, Mr. Ayme began to focus his attention on her. Mr. Ayme began to commence his flirtatious ways, and on multiple occasions Mr. Ayme would walk up to Ms. Castillo and ask her if she had a boyfriend and would tell her he would like to take her out. Of course, Ms. Castillo told Mr. Ayme to "knock it off" and to "go back to work," and to "leave me alone, I am busy."

14. Ms. Castillo would often walk away and ignore Mr. Ayme, return to work and keep busy so he would not bother her. As time continued, Mr. Ayme persisted, and in addition, would ask Ms. Castillo out, invite her for out for drinks, and even ask her if she would like to come over to his home.

15. Ms. Castillo told Mr. Ayme that she was not interested, and to remember that he is married.

16. One day, however, during work, it became too much for Ms. Castillo to tolerate any longer, when Mr. Ayme walked behind Ms. Castillo and tried to touch her buttock, and commented "*How's that ass*" and "*I like that ass.*"

17. After Mr. Ayme made this inappropriate comment to Ms. Castillo, she noticed that

Mr. Ayme was clearly under the influence of alcohol, and during work hours. Again, Ms. Castillo told Mr. Ayme to “*knock it off.*”

18. After he sobered up, Mr. Ayme approached Ms. Castillo and told her that he was “*sorry.*” Visibly upset with Mr. Ayme, Ms. Castillo told him “*it better not happen again or I will tell your wife.*” Realizing what he had done was wrong, Mr. Ayme sent Ms. Castillo a text message, again, apologizing.

19. After he realized that Ms. Castillo would have none of his inappropriate flirting, comments, or inappropriate suggestions, Mr. Ayme began flirting with waitress, Luz Villa.

20. Despite being her boss, once Mr. Ayme started showing an interest in her, Ms. Villa became very confrontational with Ms. Castillo, often talking back, refusing to do her job, and when asked why she wasn’t working, Ms. Villa would tell Ms. Castillo that “Eduardo said I don’t have to.”

21. In fact, on many occasions, Ms. Villa would incorrectly handle protocol, orders and shift issues, and when Ms. Castillo confronted her, she would blame Eduardo, saying he told her to do it that way.

22. As a result, Ms. Castillo had enough, and spoke to Lorena Ayme about Ms. Villa’s performance, and that they needed to discuss Ms. Villa’s unwillingness to do her job. As a result of Ms. Ayme’s talk with Ms. Castillo, Ms. Ayme sympathized and told Ms. Castillo that she would talk to Ms. Villa, and get back to Ms. Castillo shortly.

23. Upon information and belief, it is at this time, when Ms. Ayme spoke with others, she only then learned that there was a scandalous relationship between Ms. Villa and her husband, Eduardo Ayme.

24. Clearly, Mr. Ayme became upset and blamed Ms. Castillo for his wife discovering the relationship between Ms. Villa and Mr. Ayme, as it appeared that Ms. Castillo had told Ms. Ayme

about his affair. In reality Ms. Castillo did not mention the inappropriate interaction between the Mr. Ayme and Ms. Villa to Mrs. Ayme, she only mentioned Ms. Villa's performance issues.

25. On Sunday, August 17, 2020 Ms. Ayme reported back to Ms. Castillo, and told her that "*Luz has to go because it is against policy to go out with the owner.*" Not wanting to cause more problems, and really not sure what she was hearing from Mrs. Ayme telling her that the restaurant had to have a policy actually prohibiting the dating of an owner, Ms. Castillo held off telling Ms. Ayme about her own issues and the harassment she endured at the hands of Ms. Ayme's husband, but instead simply explained that she was having issues "*working at the restaurant*" and with Eduardo.

26. Ms. Castillo also advised that "*Whatever was going on between Eduardo and Luz was affecting the restaurant*" and the other workers.

27. Later that day, Ms. Ayme came back to Ms. Castillo and told her to find a replacement for Ms. Villa. Despite having issues hiring servers at this time, Ms. Ayme told Ms. Castillo: "*I need Luz out by Wednesday because I am going away for a couple weeks.*"

28. Wanting to comply with Ms. Ayme's request, Ms. Castillo told Ms. Aym that if they could not find anyone, she would just cover Ms. Villa's shift if needed.

29. At the end of the conversation, Ms. Ayme told Ms. Castillo that she [Ms. Ayme] would talk to Eduardo about letting Ms. Villa go and that the decision to let Ms. Villa go was her [Ms. Ayme's] decision because "*her conduct was against restaurant policy.*"

30. On Sunday, August 17, 2020 at the end of her shift, Ms. Castillo called Ms. Villa into the office, and terminated her employment by telling her exactly what Ms. Ayme instructed her to say: "*Ms. Ayme is letting you go because your conduct was against restaurant policy.*"

31. In response, Ms. Villa laughed at Ms. Castillo, looked at her phone, and said: "*I didn't*

get between any relationships” and walked out.

32. Ms. Castillo returned to work, covering Monday’s shift, and training the new worker, who was potentially taking over for Ms. Villa.

33. On Tuesday, August 19, 2020 Ms. Castillo was not scheduled to work. While she was at home, Ms. Ayme called and told her: *“I feel I owe it to you to tell you, but Eduardo doesn’t want you at the restaurant anymore. I think Luz is putting stuff in his head, and he isn’t going to stop until I let you go”* and *“I am traveling tomorrow, and I asked him to wait until I get back, but I wanted to let you know so you have a heads up of what is going to happen.”*

34. Understandably upset, Ms. Castillo asked what she had done wrong to warrant termination by Eduardo. In response, Ms. Ayme confirmed for Ms. Castillo that it had nothing to do with her work performance, by saying *“No, you did nothing wrong, I think its something personal for him. Don’t tell him I have told you.”*

35. On Thursday, August 20, 2020 Ms. Castillo went to the restaurant intending to work her regular shift. Coincidentally, they were also celebrating a co-worker’s birthday that same day. As was customary, Ms. Castillo purchased and brought in a cake. Again, as was customary, Ms. Castillo went to the register for money to reimburse herself for the cost of the cake. However, when she entered her number the system said: *“access denied.”*

36. Ms. Castillo thought the machine was acting up, and went to the office computer, but again she was denied access.

37. As a result, Ms. Castillo sent Ms. Ayme a text message, and asked Ms. Ayme why she had been locked out and questioned if she was still employed by the restaurant.

38. Upon information and belief Ms. Ayme then spoke to Eduardo Ayme, who unexpectedly entered the restaurant and told Ms. Castillo that she was not able to handle pay-outs

any longer, and the pay-outs were given to another employee named “David.”

39. Eduardo Ayme instructed Ms. Castillo to talk to Ms. Ayme because locking Ms. Castillo out was her decision. Obviously, at this point Ms. Castillo was very confused due to the conversation she previously had with Ms. Ayme.

40. At the end of the day, Ms. Castillo suspected that she was being set up by Eduardo Ayme for reporting Ms. Villa and terminating her (even at Ms. Ayme’s direction), and despite being a manager and never doing so prior, to protect herself, she punched out for the day and went home.

41. As was customary, when scheduled to work, such as that Friday August 21, 2020, Ms. Castillo reported to work and did her job, helping the employees and managing the restaurant. During the day, Ms. Castillo became upset and was confused as to her job due to mixed signals between the Aymes.

42. Ms. Castillo asked Ms. Ayme for clarification on what was happening with her job, and if she was losing her job.

43. Later that night, around 7:30 PM, Ms. Castillo sent a group text out to Ms. Ayme, Mr. Ayme, and “David” to inform them of the “hostile work environment” she had to endure, that the working environment was affecting her job, and suggested that she did not want to fail because of the personal issues between Lorena and Eduardo Ayme.

44. Ms. Castillo then notified everyone that ***“Eduardo has been harassing me and humiliating me for no reason. Eduardo has a history of dating employees, and it has become uncomfortable when he did it with me.....”***

45. Ms. Ayme responded and wrote: ***“The restaurant has rules that says if an employee becomes involved with an owner, must be fired and that’s why Luz was fired.”*** In response, Ms. Castillo wrote: ***“What does that have to do with me.... and its’ affecting me at work, I need an***

answer.”

46. For a moment there was no response. Then, Ms. Ayme called Ms. Castillo privately, and told Ms. Castillo that you were “*proud of her for speaking up,*” and agreed that “*you are right, it was not fair what Eduardo is doing to you.*” During the call, Ms. Ayme suggested to Ms. Castillo: “*Do what you have to do,*” and that she should “*take this to legal,*” asking “*Do you have a lawyer? If not, you need to get one.*”

47. Simultaneously, Ms. Ayme then called Ms. Castillo privately again and told Ms. Castillo that “*I just spoke to Eduardo, and he is letting you go tomorrow.*”

48. On Saturday, August 22, 2020 as Ms. Ayme had warned, Mr. Ayme sent a text to Ms. Castillo and fired her. Eduardo Ayme, wrote: “*Unfortunately we no longer need your services, I would rather speak to you in person, but I have to inform you this way for legal purposes....*”

49. Mr. Ayme then removed himself from the group text chat, and blocked Ms. Castillo on WhatsApp.

CLAIMS FOR RELIEF

COUNT ONE

New Jersey Law Against Discrimination

N.J.S.A. §10:5-1 et seq. – Sexual Harassment – Hostile Work Environment

50. Plaintiff Magaly Castillo repeats and reasserts all allegations and claims as identified above as if fully set forth at length herein.

51. The sexual harassment was so severe and pervasive that any reasonable person in Plaintiff’s position would have found the working environment to be hostile and abusive.

52. Although the Defendants D’Carbon, Mr. Ayme, and John Does, knew or should have known of the sexual harassment committed against Plaintiff, the abusive and hostile work environment continued, and these Defendants failed to take adequately train, monitor supervise or

take any corrective measures to stop the sexual harassment in violation of New Jersey Law Against Discrimination.

53. These illegal actions were committed by Plaintiff's supervisors, and management of D'Carbon, including John Does, and as a direct result of her gender and the Defendants sexual orientation.

54. The conduct complained of would not have occurred but for the gender of Plaintiff.

55. The foregoing actions on the part of Defendants constituted unlawful discrimination based upon Plaintiff's gender.

56. As a result of the illegal and continuing course of conduct by Defendant described herein, Plaintiff has suffered economic and non-economic/emotional distress damages, resulting in loss of compensation, loss of earning power, loss of self-esteem, loss of standing in the community, physical and mental injury, the loss of opportunity for prospective employment, and is incurring legal expenses and other expenses as a result of Defendants' actions.

57. The foregoing actions were knowing, willful, and deliberate with a total lack of regard to Plaintiff and in complete disregard to the sensibilities and an abuse of authority by Defendant D'Carbon and Eduardo Ayme.

58. Defendants, those named and John Does, have engaged in behavior that violates the New Jersey Law Against Discrimination and has thereby irreparably injured Plaintiff.

COUNT TWO

New Jersey Law Against Discrimination N.J.S.A. §10:5-1 et seq. - Quid Pro Quo Sexual Harassment

59. Plaintiff Magaly Castillo repeats and reasserts all allegations and claims as identified above as if fully set forth at length herein.

60. Plaintiff is female. As such, she is a member of a protected class under the New Jersey Law Against Discrimination (NJLAD).

61. Plaintiff was subjected to unwelcome sexual harassment to which members of the opposite sex were not.

62. The harassment complained of in the above allegations was based on sex.

63. Defendant Eduardo Ayme threatened Plaintiff's job security, because she denied Eduardo's sexual advances.

64. The above-mentioned conduct of Defendant Ayme constituted *quid pro quo* sexual harassment against Plaintiff in violation of the New Jersey Law Against Discrimination N.J.S.A. 10:5-1 et seq.

65. Defendants D'Carbon and Ayme, as well as D'Carbon's employees, management, and the John Does, knew or should have known of the illegal sexual harassments committed by Defendant Eduardo Ayme, yet failed to take any action to prevent or stop same.

66. The above Defendants are vicariously liable for any and all compensatory damages that Plaintiff may seek, because they knew or should have known, failed to act, demonstrated willful indifference to the sexual harassment, acted incorrectly, failed to have an anti-harassment policy, and delegated all power to Defendant Eduardo Ayme, who with said authority, controlled the work environment of D'Carbon employees, and in doing so abused that authority.

67. As a direct and proximate result of the conduct on the part of the above Defendants, Plaintiff has suffered severe personal damages, here and now demanded from Defendants.

COUNT THREE

*New Jersey Law Against Discrimination
N.J.S.A. §10:5-12(d) - Retaliation*

68. Plaintiff repeats and realleges the allegations set forth above as if set forth at length therein.

69. The NJLAD prohibits retaliation for the report of illegal discrimination.

70. The above-described incidents in the above paragraphs constituted retaliation for Plaintiff's complaints of discrimination and sexual harassment in the workplace.

71. Plaintiff maintained a good faith and reasonable belief that discrimination was occurring at the workplace against her and others by Defendant Ayme based upon sexual orientation and gender discrimination.

72. Due to those complaints, Plaintiff was the subject of retaliation, as outlined above, including her termination, by Defendants D'Carbon and Eduardo Ayme.

73. Plaintiff's position was replaced by others after her termination.

74. As a result of the retaliation, Plaintiff suffered economic damages and damages and emotional distress.

75. The conduct involved Defendant's ownership and was egregious, willful, and wanton, and in reckless disregard of Plaintiff's rights, for which punitive damages are appropriate.

COUNT FOUR

*(Violation of the New Jersey Law Against Discrimination (NJSA 10:5-12, et seq.)
Gender Discrimination – Hostile Work Environment)*

76. Plaintiff repeats, realleges, and incorporates by reference each and every allegation contained in the previous paragraphs 1 through 75 and this Count of the Complaint as if fully set forth herein.

77. As outlined above, Ms. Castillo was harassed and ridiculed due to her gender, resulting in a hostile work environment.

78. Ms. Castillo's gender is a protected status under New Jersey's Law Against Discrimination, as she was repeatedly harassed due to her gender.

79. For example:

- Mr. Ayme would flirt with Ms. Castillo, ask her if she had a boyfriend, and would tell her he would like to take her out.
- Mr. Ayme would ask Ms. Castillo out, invite her for one-on-one drinks outside of work.
- Mr. Ayme asked her if she would come over to his home.
- Mr. Ayme walked behind Ms. Castillo and tried to touch her buttock, and commented "How's that ass?" and "I like that ass".

80. Although Defendants knew or should have known of the discrimination creating a hostile work environment suffered by Plaintiff, that was created by the owner/employer Defendants, Defendants failed to take any corrective measures to stop or prevent the discrimination in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1, et seq.

81. The actions of D'Carbon and Eduardo Ayme violated the New Jersey Law Against Discrimination, N.J.S.A., 10:5-1 *et seq.*, and have caused Ms. Castillo to suffer economic, emotional, and psychological damages in an amount to be determined by a jury.

COUNT FIVE

*(New Jersey Law Against Discrimination
N.J.S.A. §10:5-12(e). - Aiding and Abetting Liability – Individual Conduct)*

82. Plaintiff Magaly Castillo repeats and realleges the foregoing paragraphs as if fully set forth herein.

83. Defendant D'Carbon is deemed a person pursuant to N.J.S.A. 10:5-12(e) et seq.

84. Defendant Eduardo Ayme was an owner of the business throughout the time relevant to this Complaint.

85. Defendants D'Carbon and Eduardo Ayme were aware of the invidious discrimination and hostile work environment created by Defendant Eduardo Ayme.

86. Though known to the individual Defendants, and that knowledge binding the Defendants knowingly placed Plaintiff into a hostile work environment in which she was targeted by Eduardo Ayme and Lorena Ayme. Ms. Castillo was a victim of unlawful sexual harassment, and retaliation which caused her to suffer financial losses and emotional distress.

87. Despite knowing of the illegal prior conduct and continuing conduct of Eduardo Ayme after complaints of sexual harassment, Defendants did nothing to prevent the discrimination from occurring.

88. Defendant D'Carbon failed to have and/or failed to enforce an effective mechanism to remediate the harassment/hostile work environment.

89. Defendant Eduardo Ayme's direct conduct and harassment against Plaintiff and Defendant Eduardo Ayme's conduct and retaliation against Plaintiff, and D'Carbon's failure to act and knowingly placing other woman in an environment known to involve a sexual harasser, created and perpetuated a hostile work environment for Plaintiff on the basis of her sex, in violation of the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.

90. Defendants are liable for punitive damages based on direct participation and/or willful indifference by and through upper management and the egregiousness of the acts of discrimination.

91. As a result of Defendants' actions, Plaintiff has suffered and continues to suffer economic loss, emotional distress, pain and suffering, humiliation and damage to her reputation.

COUNT SIX

(John Does)

92. Plaintiff repeats, realleges, and incorporates by reference each and every allegation contained in the previous paragraphs 1 through 91 and this Count of the Complaint as if fully set forth herein.

93. Although 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 - 50, fictitious persons or legal entities as Defendant(s) to this action.

94. 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 due to the equitable and contractual breach by Defendants, including overtime: Fraud; Front pay and back pay; Compensatory, Liquidated, Consequential, Ancillary and Punitive damages; Damages for emotional distress, injury, 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.

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff Magaly Castillo



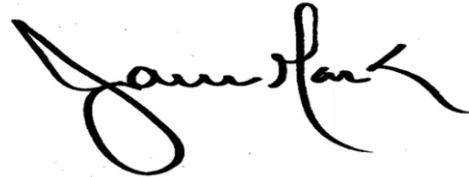
Dated: November 9, 2020

JAMISON M. MARK

TRIAL DESIGNATION

Pursuant to R. 4:25-4, you are thereby notified that Jamison M. Mark, Esq. of The Mark Law Firm, LLC is assigned to try this case **THE MARK LAW FIRM, LLC**

Attorneys for Plaintiff Magaly Castillo



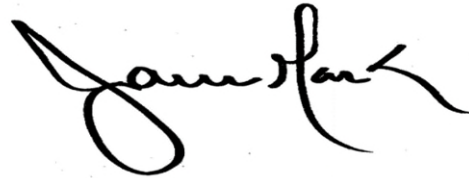
JAMISON M. MARK

Dated: November 9, 2020

DEMAND FOR JURY TRIAL

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

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff Magaly Castillo



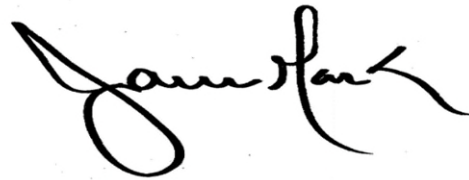
JAMISON M. MARK

Dated: November 9, 2020

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 Magaly Castillo



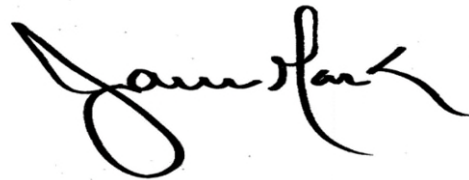
Dated: November 9, 2020

JAMISON M. MARK

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 Magaly Castillo



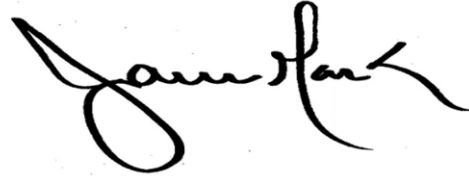
Dated: November 9, 2020

JAMISON M. MARK

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 Magaly Castillo

A handwritten signature in black ink, appearing to read "Jamison Mark", written in a cursive style.

Dated: November 9, 2020

JAMISON M. MARK


NOTICE OF DEPOSITIONS

Dear Sir/Madam:

PLEASE TAKE NOTICE, that pursuant to the provisions of R.1:9-2 and Rule 4:14-2, the undersigned Attorney for Plaintiff **MAGALY CASTILLO** hereby demands that you produce for appearance for deposition at the Mark Law Firm, LLC, located at 675 Morris Avenue, Suite 102, Springfield, New Jersey 07081 as follows:

- 1) December 22, 2020, at 10:00 a.m: **LORENA AYME**
- 2) December 23, 2020, at 10:00 a.m.: **EDUARDO AYME**

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff Magaly Castillo

A handwritten signature in black ink, appearing to read "Jamison Mark", written in a cursive style.

Dated: November 9, 2020

JAMISON M. MARK

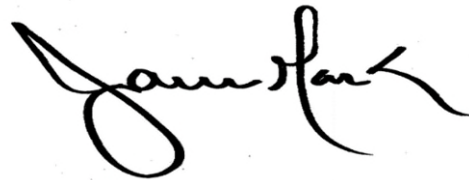
DEMAND FOR DOCUMENTS

PLEASE TAKE NOTICE the above-named Plaintiff Magaly Castillo demands that all Defendants produce at the office of Plaintiff's attorneys, located at 675 Morris Avenue, Suite 102, Springfield, New Jersey 07081, the following documents requested herewith pursuant to R. 4:18-2,a and provide answers herein with the time prescribed by said rule:

1. Each and every written policy or procedure in effect at the time of Plaintiff's termination concerning how and when Defendants employees may be disciplined, demoted or terminated.
2. Defendants' Personnel or Employment Manual in affect from July 1, 2014 to present.
3. Defendants' Policy on Anti-Dating Owners of the Restaurant.
4. Defendants Personnel File for employee Magaly Castillo.
5. All writings which constitute or refer to Defendant's files regarding the termination of plaintiff's employment out of which this lawsuit arises.
6. Plaintiff's job description for each position held.
7. Time sheets or any documents available to identify the work hours for Plaintiff from January 1, 2020 until her date of termination.
8. Evidence that Defendant paid Plaintiff for her work hours from January 1, 2020 until termination, include all paystubs, W2, 1099 or otherwise.
9. Any and all written communications between Plaintiff, Eduardo Ayme and Lorena Ayme text messages from May 1, 2020 until Plaintiff's termination.
10. Any and all documents identifying why Plaintiff was terminated from the Restaurant.
11. Any and all emails, texts, to Eduardo Ayme or Lorena Ayme wherein Plaintiff mentions harassment or hostile work environment.
12. Any text message to/from Plaintiff to/from You wherein the following terms were used between May 1, 2020 through August 31, 2020:
 - a. *Eduardo*
 - b. *Luz*
 - c. *hostile work environment*
 - d. *harassing*
 - e. *humiliating*
 - f. *dating employees*
 - g. *employee becomes involved with an owner*
 - h. *Luz was fired*
 - i. *Unfortunately, we no longer need your services*

13. Any and all text messages and/or emails between Lorena Ayme and Eduardo Ayme from June 1, 2020 through August 31, 2020 in which Maggie Castillo's name is mentioned or referenced in any manner.
14. Any and all text messages and/or emails between Lorena Ayme and Eduardo Ayme from June 1, 2020 through August 31, 2020 in which Luz Villa's name is mentioned or referenced in any manner.
15. Any and all documents discussing Plaintiff's job performance.
16. Any discipline imposed upon Plaintiff which in any way was relied upon or considered to terminate Plaintiff's employment.
17. Any documents in Defendants' possession to support any affirmative denial or defense.
18. The resume, application and training material for the "Manager" position filled after Plaintiff was terminated.
19. Any and all insurance agreements or policies, including, but not limited to, any Employment Practices Liability Insurance policy, Commercial General Liability and Umbrella Coverage policy, Directors' and Officers' Liability policy, Employer's Liability policy, under which the business may be covered for any claims and/or to satisfy all of part of all of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the Judgment.

THE MARK LAW FIRM, LLC
Attorneys for Plaintiff Magaly Castillo



Dated: November 9, 2020

JAMISON M. MARK

Civil Case Information Statement

Case Details: ESSEX | Civil Part Docket# L-007662-20

Case Caption: CASTILLO MAGALY VS MCBRIDE'S RESTAURANT

Case Initiation Date: 11/09/2020

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 : Castillo, Magaly

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: Magaly Castillo? 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)*

11/09/2020

Dated

/s/ JAMISON M MARK

Signed