

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY

Caption in Compliance with D.N.J. LBR 9004-2(c)

MURANO & ROTH, LLC
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Rojas, and Tania Mena*

/s/ John F. Murano
John F. Murano\JM-8846

In Re:

NICHOLAS CAMPANELLA

JACQUELINE JALIL, LUISA ROJAS, and TANIA
MENA,

Plaintiffs,

v.

NICHOLAS CAMPANELLA

Debtor/Defendant.

Case No.: 16-21185

Adv. No.:

Hearing Date:

Judge: Vincent F. Papalia

ADVERSARY COMPLAINT

The Plaintiffs, Jacqueline Jalil, Luisa Rojas, and Tania Mena, by and through their attorneys, Murano & Roth, LLC, allege as follows:

- a. This is a core proceeding over which this court has jurisdiction under 28 U.S.C. §§157 and 1334 (b).
- b. Defendant is the debtor in this chapter 11 case. Plaintiffs are creditors of defendant.
- c. This is an adversary proceeding to determine the dischargeability of a debt.

FACTS

1. Plaintiff Jacqueline Jalil (hereinafter “JALIL”) is a female resident of the City of Passaic, County of Passaic, and State of New Jersey.
2. Plaintiff Luisa Rojas (hereinafter “ROJAS”) is a female resident of the City of Newark, County of Essex, and State of New Jersey.
3. Plaintiff Tania Mena (hereinafter “MENA”) is a female resident of the City of Newark, County of Essex, and State of New Jersey.
4. Pilgrim Medical Center (hereinafter “PMC”) is an outpatient surgical center specializing in abortions and doing business at 393 Bloomfield Avenue, in the City of Montclair, County of Essex, and State of New Jersey.
5. Defendant Nicholas Campanella (hereinafter “Defendant Campanella”) is one of three practicing physicians at PMC, and upon information and belief, has an ownership interest in PMC. As such Defendant Campanella was in a supervisory position to JALIL, ROJAS, and MENA at all times.
6. Dr. Reginald A. Jenkins (hereinafter “Dr. Jenkins”) is one of three practicing physicians at PMC. As such Jenkins was in a supervising position to JALIL, ROJAS, and MENA at all times.

7. In or around September 2011, Defendants hired JALIL to work as a medical assistant at PMC.
8. On or around May 29, 2009, Defendants hired ROJAS to work as a medical assistant at PMC.
9. On or around April 25, 2006, Defendants hired MENA to work in the sterilization and housekeeping departments at PMC.
10. At all times, Plaintiffs performed their jobs in a satisfactory manner.
11. In or around May 2012, JALIL learned she was pregnant.
12. In or around May 2012, JALIL informed Defendant Campanella that she was pregnant.
13. Defendant Campanella did not react to JALIL's news that she was pregnant.
14. In or around May 2012, ROJAS learned she was pregnant. ROJAS notified Dr. Jenkins that she was pregnant, but requested that he not tell Defendant Campanella about her pregnancy. ROJAS made this request because after JALIL announced her pregnancy, rumors about Defendant Campanella had begun circulating. Specifically, one of their

co-workers, Lucila Peralta, began instructing the employees not to get pregnant because Defendant Campanella does not like pregnant employees.

15. In or around September 2012, ROJAS learned that Defendant Campanella had said ROJAS might not be able to do her job due to her pregnancy.
16. A few months after notifying Defendant of her pregnancy, JALIL requested permission from Defendant to take maternity leave beginning sometime in October 2012. JALIL said that she would provide Defendant with the exact dates of her leave as soon as her doctor decided them.
17. On or around October 1, 2012, JALIL suffered from a rise in blood pressure and had to leave work and seek medical attention.
18. JALIL's primary care physician advised JALIL to stay home and monitor her blood pressure.
19. Heeding her physician's instructions, JALIL immediately contacted Defendant Campanella and requested permission to take a number of days off from work to monitor her blood pressure.
20. Defendant Campanella denied JALIL's request and instructed her to continue reporting to work at PMC as usual.

21. Not wanting to lose her job, JALIL returned to work the following day as Defendant Campanella had instructed her to.
22. In or around October 2012 (and around the same time that JALIL had told Defendant Campanella that her maternity leave would begin), Defendant Campanella asked ROJAS when she would be taking her maternity leave. ROJAS informed Defendant Campanella that her doctor had not set the start date for her maternity, but that she intended to take leave for approximately four (4) weeks before her due date and approximately six (6) weeks after she gave birth. Defendant Campanella replied "O.K."
23. On or around October 17, 2012, Defendant Campanella signed JALIL's disability paperwork authorizing JALIL to take four (4) weeks off from work prior to her due date and to stay on maternity leave for six (6) weeks after she gave birth.
24. On or around October 20, 2012, JALIL's maternity leave commenced.
25. On or around December 22, 2012, ROJAS submitted her disability paperwork to Defendant Campanella.
26. On or around December 29, 2012, after speaking with her doctor, JALIL telephoned Defendant Campanella to confirm that she would return to work January 2, 2013, as scheduled.

27. Over the course of the winter holidays, JALIL's grandparents decided to renew their vows on the evening of January 5, 2013. Upon hearing the plans, JALIL contacted Defendant Campanella and requested permission to work only a half-day on January 5, 2013, so that she could attend her grandparents' last minute celebratory dinner.
28. Defendant Campanella denied JALIL's request and then terminated JALIL's employment.
29. Defendant Campanella's reason for terminating JALIL's employment was that JALIL had "missed too much work already." Defendant Campanella was referring to JALIL's maternity leave.
30. Toward the end of December 2012, after JALIL had left on maternity leave, MENA learned she was pregnant.
31. In or around mid-January 2013, co-worker Miriam (last name unknown) told Mena that she had heard that Defendant Campanella had a meeting with three (3) PMC employees about MENA's pregnancy. Miriam then asked MENA if she was pregnant and MENA confirmed that she was.
32. On or around January 21, 2013, MENA told Defendants that she had a doctor's appointment and would be late to work that day. MENA was tested for pregnancy at the

hospital.

33. After her appointment, MENA arrived at work around 11:00 a.m. and the secretary, Delphin (last name unknown), advised MENA that Defendant Campanella was going to hire someone to replace her.
34. Later, MENA called ROJAS and told her what the secretary said. ROJAS called JALIL and told her about the secretary's comment to MENA.
35. Soon thereafter, JALIL discovered an advertisement for a housekeeping/ sterilization position at PMC, MENA's position, posted on Monster.com.
36. On or around January 29, 2013, MENA informed Defendant Campanella of her pregnancy. Defendant Campanella curtly replied that he had already heard the news.
37. On or around February 15, 2013, MENA requested a day off from work for a doctor's appointment. In response to MENA's request, Defendant Campanella told her, "I don't need you anymore. There is a lack of work," and terminated MENA's employment at PMC.
38. Defendant Campanella's statement was blatantly pretextual; PMC was already actively seeking MENA's replacement.

39. Prior to her return to work date of March 14, 2013, ROJAS called Defendant Campanella to confirm her return to work date. Much to ROJAS' surprise, Defendant Campanella told her that she should have returned to work "a month ago." Defendant Campanella stated that ROJAS was only entitled to two (2) weeks of maternity leave before giving birth and four (4) weeks of maternity leave after delivering her baby.
40. ROJAS replied to Defendant Campanella's statement that she had told him how long she would be out of work back in October and on or around December 22, 2012, he had approved her leave.
41. Nonetheless, Defendant Campanella terminated ROJAS' employment at PMC during their phone call.
42. Plaintiffs JALIL, ROJAS, and MENA were terminated because of their pregnancies.

COUNT I

43. When Plaintiffs became pregnant they became members of a protected class.
44. Defendants were aware of Plaintiffs' pregnancies.
45. Plaintiffs were terminated because of their pregnancies.
46. The actions of Defendants were taken in violation of New Jersey Law against Discrimination, N.J.S.A. § 10:5-1 *et seq*

47. Plaintiffs have suffered, are now suffering and will continue to suffer monetary damages, compensatory damages, and mental anguish and humiliation as a result of Defendants' discriminatory practices.

48. Plaintiffs instituted suit against defendant Nicholas Campanella in the Superior Court of New Jersey, Law Div., Essex County, Docket number ESXL/7913-13, which resulted in a judgment in favor of plaintiffs and against defendants, on November 4, 2015, as follows:

Plaintiff Jalil:	Economic Damages:	\$34,920.00
	Emotional Distress Damages:	\$100,000.00
	Punitive Damages:	\$200,000.00
Plaintiff Rojas:	Economic Damages:	\$24,266.66
	Emotional Distress Damages:	\$100,000.00
	Punitive Damages:	\$200,000.00
Plaintiff Mena:	Economic Damages:	\$83,640.00
	Emotional Distress Damages:	\$100,000.00
	Punitive Damages:	\$200,000.00
All plaintiffs:	Attorneys fees	\$64,520.83

49. Pursuant to New Jersey Law Against Discrimination, N.J.S.A. § 10:5-1 *et seq*, plaintiffs are entitled to further attorney's fees during the post judgment, appellate

and bankruptcy process.

50. Defendant Campanella's actions constitute willful and malicious injury to plaintiffs and their property as contemplated by 11 USC. §523 (a) (6), and the damages and injuries caused therefrom are nondischargeable debts pursuant to the said section, as well as other sections of 11 USC §523 and the Bankruptcy Code.

WHEREFORE, Plaintiffs demand judgment against the defendant as follows:

a.	Plaintiff Jalil:	Economic Damages:	\$34,920.00
		Emotional Distress Damages:	\$100,000.00
		Punitive Damages:	\$200,000.00
	Plaintiff Rojas:	Economic Damages:	\$24,266.66
		Emotional Distress Damages:	\$100,000.00
		Punitive Damages:	\$200,000.00
	Plaintiff Mena:	Economic Damages:	\$83,640.00
		Emotional Distress Damages:	\$100,000.00
		Punitive Damages:	\$200,000.00
	All plaintiffs:	Attorneys fees	\$64,520.83

- b. Pursuant to New Jersey Law Against Discrimination, NJSA § 10:5-1 *et seq*, and under federal and state law, awarding plaintiffs such additional attorney's fees and costs accruing during the post judgment, appellate and bankruptcy process.

- c. Ordering that the said amounts are not dischargeable, and will be excepted from any discharge entered within this bankruptcy, pursuant to 11 USC §523(a)(6) and other sections of the Bankruptcy Code

- d. Attorneys' fees and costs; and

- e. Such other relief that the Court deems equitable and just.

MURANO & ROTH, LLC
Attorneys for the Plaintiffs

By: /s/ John F. Murano
JOHN F. MURANO

Date: September 9, 2016