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NICOLE A. CASCIOLA,

Plaintiff,

v.

DAMIANO LAW OFFICES; TONI  
BELFORD DAMIANO, XYZ Corporations 1-  
2 and JOHN AND/OR JANE DOES 1-3,

Defendants.

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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION – ESSEX COUNTY  
DOCKET NO. ESX-L-8934-17

Civil Action

**AMENDED COMPLAINT AND JURY  
DEMAND**

**DOCUMENT ELECTRONICALLY FILED**

Plaintiff, Nicole A. Casciola (“Plaintiff Casciola”), by way of amended complaint against Defendants Damiano Law Offices (“Defendant DLO”) and Toni Belford Damiano (“Defendant Damiano”) (hereinafter collectively referred to as “Defendants”), says:

**THE PARTIES**

1. Plaintiff Casciola is a New Jersey citizen residing at 33 Henning Drive, Fairfield, New Jersey 07004.
2. Upon information and belief, Defendant DLO is a New Jersey corporation with its offices 51 East Main Street, Little Falls, New Jersey 07424.
3. Defendant Damiano is the owner and upper most manager of Defendant DLO and a New Jersey citizen.

4. Upon information and belief, XYZ Corporations 1-3 are currently unknown corporations that co-mingled assets and resources with Defendant DLO and were co-employers of Plaintiff Casciola.

5. John and/or Jane Does 1-3 are currently unknown individuals who actively and intentionally engaged in discriminatory conduct and otherwise aided and abetted the discriminatory and retaliatory conduct against Plaintiff Casciola.

### **VENUE**

6. Plaintiff resides in Essex County and, therefore, venue is properly placed in this vicinage.

### **COMMON SET OF FACTS**

7. Plaintiff Casciola graduated from the Dickinson School of Law of the Pennsylvania State University in 2003.

8. Following her graduation, Plaintiff Casciola clerked for the Honorable Nestor F. Guzman, Presiding Judge of the Family Division in Passaic County.

9. On June 14, 2004 Plaintiff Casciola was interviewed by Defendant Damiano and hired by Defendant DLO as an associate specializing in family law matters.

10. Upon information and belief, Defendant Damiano asked prospective female employees during job interviews if they ever intended on getting pregnant.

11. At all times relevant, Plaintiff Casciola performed her duties in a satisfactory manner.

12. In or around September, 2010, Plaintiff Casciola learned that she was pregnant with her first child.

13. When Plaintiff Casciola informed Defendant Damiano of her pregnancy, Defendant Damiano, in the presence of her assistant, derogatorily stated, “that’s great. What the f\*\*\* am I supposed to do now.”

14. Plaintiff Casciola was shocked by this comment, which indicated a bias and prejudice against her pregnancy.

15. In December 2010, Plaintiff Casciola was handling a case venued in Sussex County which was a significant driving distance from Defendant DLO’s place of business.

16. At that time, there was severe winter weather, making the commute to Sussex County difficult and potentially dangerous.

17. On one particular morning, the weather (and hence commute) was icy and dangerous.

18. Because of her pregnancy, Plaintiff Casciola requested that on a going forward basis to have another attorney cover her appearances because she was concerned about being alone in inclement weather conditions more than an hour from the hospital.

19. Following this request, Defendant Damiano angrily told Plaintiff Casciola that she was not permitted to have an attorney cover the appearance -- notwithstanding that Plaintiff Casciola and other attorneys in the firm frequently covered appearances for one another -- and further told her that, “if she couldn’t cover the appearance then she couldn’t perform her duties and, therefore, should go out on disability leave.”

20. Defendant Damiano’s disparate treatment of Plaintiff Casciola evidenced a bias and animus against her pregnancy.

21. After Plaintiff Casciola gave birth to a daughter, Vita, Defendant Damiano frequently made discriminatory comments to her in the presence of staff members, such as “please, whatever you do, don’t tell me you are pregnant again.”

22. Thereafter, in May, 2016, Plaintiff Casciola became pregnant with her second daughter, Rosa, who was born on January 6, 2017.

23. Throughout that pregnancy, Defendants took several discriminatory and retaliatory actions against Plaintiff, *viz*:

- a. On September 9, 2016, Plaintiff Casciola was assigned to cover a case in Ocean County, a long distance from the firm’s headquarters in Little Falls, There were five (5) other attorneys who could have handled the appearance, but Defendant Damiano assigned it to Plaintiff Casciola as a form of punishment for her pregnancy.
- b. On or about August 16, 2016, Defendant DLO partner, Steven Segalas, threatened Plaintiff Casciola over lunch at Palazzone’s that because of her pregnancy “you are going to be fired.”
- c. On or about September 20, 2016, Segalas approached Plaintiff Casciola regarding her pregnancy and stated, “hire counsel. You’ll be fired. Prepare to sue.”
- d. On or about October 1, 2016, Plaintiff Casciola text messaged Segalas regarding a conversation they had:

I’m sorry but I don’t know what to say. I appreciate you reaching out to me to give me a heads up but if Toni wants to fire me because I’m pregnant or after the baby is born I don’t know what else I can do to change the situation. I’ve done everything I can to improve the circumstances and ensure that the lines of communication are open but I

cannot change how she feels and this level of stress in my pregnancy isn't healthy for me. Thanks again. Have a nice weekend. I'll see you next week.

To which Segalas replied:

Breathe. We'll talk. It's okay. I'm trying to help you.

- e. On or about October 17, 2016, a professional colleague contacted Plaintiff Casciola to share a discussion that she had with Segalas wherein he revealed to her that Plaintiff Casciola was being targeted because of her pregnancy; and that Defendant Damiano hates children and does not want Plaintiff Casciola at the firm.

24. On or about April 26, 2017, after Plaintiff Casciola had requested a salary increase, Defendant Damiano told Plaintiff Casciola to meet with her and Segalas to discuss her future with the firm.

25. As a result of this meeting, it was decided that Plaintiff Casciola would continue part-time with a salary increase from \$82,000 to \$90,000.

26. Following the birth of her second child, Plaintiff Casciola returned to work on May 9<sup>th</sup>.

27. On or about May 14, 2017, Plaintiff Casciola learned that she was pregnant with her third child but did not advise Defendants immediately out of fear of discrimination and retaliation.

28. Defendant Damiano seemed relieved to have Plaintiff Casciola back as Sheena Burke Williams ("Williams"), a similarly situated attorney, was out on maternity leave and there was a lot of work to be done.

29. On or about September 5, 2017, Plaintiff Casciola text messaged Defendant Damiano and Segalas to advise them of her pregnancy complications and requested a meeting to discuss possible accommodations for her pregnancy.

30. Damiano's reply to Plaintiff Casciola's text message was curt and insinuated that she had already discussed an issue with her employment, which was untrue.

31. Two days later, based on her recent notification of Plaintiff Casciola's pregnancy and in an effort to dissuade Plaintiff Casciola's requests for help, Defendant Damiano called Plaintiff Casciola into her office with Segalas present and advised that her part-time position, which she had worked in for the previous six years, would be discontinued as of the end of December 2017.

32. Defendant Damiano failed to address Plaintiff Casciola's accommodation request thus breaking down the lines of communication on that request.

33. In that same meeting, Defendant Damiano falsely accused Plaintiff Casciola of having insufficient billable hours for due to vacation.

34. Also during that meeting, Defendant Damiano falsely suggested that paid time off cannot be taken in a calendar year when disability is used, thereby interfering with Plaintiff Casciola's rights as a pregnant employee.

35. Defendant Damiano also falsely insinuated that going on vacation in the summer reduced Plaintiff Casciola's billable hours and she would not attain her goals.

36. Upon information and belief, Defendant Damiano falsely advised Ms. Williams, another pregnant employee of her rights regarding pregnancy disability leave.

37. On September 8<sup>th</sup>, with knowledge that Plaintiff Casciola was at the hospital having scheduled tests due to pregnancy complications, Defendant Damiano emailed Plaintiff Casciola first thing in the morning accusing her of inappropriately inputting 14.17 billable hours.

38. On the same day, R. Luke Damiano, Defendant's son and office manager, emailed Plaintiff Casciola and accused her of lying about her billings.

39. Defendant Damiano and her son orchestrated these false billing allegations against Plaintiff Casciola to force her out of the law firm and dissuade her from pursuing her rights.

40. Plaintiff Casciola was shocked by the unfounded accusations and emailed R. Luke Damiano refuting his claims point-by-point.

41. Upon information and belief, on September 10<sup>th</sup>, Defendant Damiano emailed Segalas warning him of potential litigation with Plaintiff Casciola.

42. On the same day, Segalas called Plaintiff Casciola's husband, Allen, and informed him that Plaintiff Casciola's employment would be terminated at the end of the year and that Defendant Damiano would be offering Plaintiff Casciola a full-time position which Defendant Damiano knew she could not take due to child care needs.

43. Additionally Segalas informed Plaintiff Casciola's husband that he was calling from a "burner phone" because he anticipated that his phone records would be subpoenaed in a future litigation.

44. On September 8<sup>th</sup>, Plaintiff Casciola refuted R. Luke Damiano's allegations that she lied and demonstrated that he was the one who had fabricated the billing issue.

45. In the phone conversation with Plaintiff Casciola's husband, Segalas claimed that he was livid with R. Luke Damiano for accusing Plaintiff Casciola of lying.

46. Segalas also told Plaintiff Casciola and her husband that he advised Defendant Damiano that these actions were a basis for wrongful termination. Segalas also stated that he needs to leave Defendant DLO to protect himself because Defendant Damiano can protect her assets from a lawsuit but he cannot.

47. On or about September 13<sup>th</sup>, Defendant Damiano scheduled firm and attorney photos for a day that she knew Plaintiff Casciola was at the hospital for testing. This was done to further isolate and marginalize Plaintiff Casciola in the workplace.

48. When Plaintiff Casciola emailed Defendant Damiano that she had pregnancy testing at the hospital on the date of the photographs, Defendant Damiano downplayed the photos stating that it was not mandatory to appear for the photos and there might be “a random picture” for the attorneys.

49. However, shortly thereafter, a firm publication was mailed out to approximately 14,000 households, which included a group shot of all of the attorneys along with their names, to Little Falls, Cedar Grove and the surrounding area and which not only failed to include Plaintiff Casciola’s picture, but also failed to list her as a member of the firm.

50. Notably, Plaintiff and her husband own property in Cedar Grove, her husband is on the board of their condo association in Cedar Grove, and their daughter attended school in Cedar Grove, and, therefore, Defendants’ acts negatively impacted Plaintiff Casciola’s reputation in that community.

51. When Plaintiff learned of this publication and the fact she was not identified within it, she was devastated.



52. Shortly after its publication, a colleague as well as a former client immediately reached out to Plaintiff Casciola's husband and to her to ascertain why she left Defendant DLO and what had happened.

53. On or about September 18<sup>th</sup>, Defendant Damiano provided Plaintiff Casciola with a letter stating:

I hope you had a pleasant weekend and all is going well. There have been several email and text communications between you and me over the last few weeks. Although I prefer face-to-face discussions, in an attempt to clear up any confusion or possible misunderstandings, I would like to present to you in writing the terms of employment that we discussed during our meeting on April 26, 2017. Per your recent communications, as well as when we met on April 26<sup>th</sup>, it was stated that this firm was going to discontinue part time employment for attorneys and would not offer part time employment "to any attorney" in the future. You acknowledged that you were aware that part time employment was something I was never in favor of. When this was discussed on the 26<sup>th</sup>, there was no mention of you being pregnant, and you confirmed on September 7<sup>th</sup>, when you met with Steven and me, that you were not aware that you were pregnant on April 26<sup>th</sup>.

I advised you that it was my preference to begin your full time schedule after Labor Day, but after listening to your concerns, I advised that we would reassess after Labor Day and that it may be possible to extend the part time schedule to year end to accommodate any child care adjustments that you might have to make, in light of Vita beginning school at that time.

You requested what you considered to be an appropriate adjustment to your salary and I agreed to your request to increase your salary to \$90,000. My notes reflect that I discussed 21 hours per week as your part time obligation, but at our meeting on September 7<sup>th</sup>, I accepted your position that 19 hours per week constitutes 60% of the minimum required hours of a full time attorney.

You advised Steven and me in July that you are pregnant. I appreciate your situation and when we met on September 7<sup>th</sup>, I confirmed that I would permit continuation of the part time position until your return from maternity leave.

As you know, it is this firm's policy that all full time attorneys are require to bill a minimum of 1,650 hours per year. In your 9/10/17 email, you state that when we met in April, I did not quantify the terms of a full time position. My notes reflect otherwise. I discussed \$110,000 as a full time salary and you suggested \$130,000 and I said I would consider \$120,000. You said this was something you would have to think about and I respected the fact that you needed time to assess.

Again, this will confirm that there is a full time position waiting for you upon your return. Please let me know if these terms are acceptable to you.

54. On or about September 21<sup>st</sup>, Plaintiff Casciola overheard Defendant Damiano discussing a 5K run that the firm was participating in with other members of Defendant DLO.

55. Plaintiff Casciola learned that the firm was attending and participating in the 5K run.

56. Upon information and belief, Defendant Damiano had previously notified all of the attorneys in the firm of the event except for Plaintiff Casciola and Sheena Burke Williams, both of whom cared for two young children.

57. This was the first time in her entire career that Plaintiff Casciola was excluded from a firm function.

58. On or about September 28<sup>th</sup>, Segalas advised Plaintiff Casciola that he had a discussion with Daniel A. Gronda, Esq., a former member of the firm, regarding Defendant Damiano's plans to fire her.

59. Incredibly, Segalas explained to Plaintiff Casciola that the firing would be good for her because "she can collect unemployment and her husband works for a large firm."

60. On October 2<sup>nd</sup>, Segalas asked Plaintiff Casciola to work a fourth day so that Ms. Williams, who had two newborn babies, could take time off to care for her children.

61. Ms. Williams is a similarly situated female employee who was discriminated, harassed and recently forced to resign from Defendant DLO because of her pregnancy and related child-care issues.

62. On October 4<sup>th</sup>, Segalas once again separately called Plaintiff Casciola and her husband separately asking if Plaintiff Casciola wanted to be fired and confirming Defendant Damiano's plans to have Segalas fire Casciola now.

63. On October 9<sup>th</sup>, Segalas stated that he had taken out a special malpractice policy because what was happening to Plaintiff Casciola and Ms. Williams regarding their pregnancies was illegal.

64. Upon information and belief, on October 11<sup>th</sup> Segalas told Williams that he was concerned because of how poorly Defendant Damiano treated her and Plaintiff Casciola regarding their pregnancies and child-care issues.

65. On or about October 12<sup>th</sup>, Plaintiff Casciola responded to Defendant Damiano's September 18<sup>th</sup> email stating:

This email acknowledges receipt of your letter dated 9/18. Your recitation of the meeting that took place in April of 2016 is not accurate. I was on maternity leave when you requested that I come into the office to discuss my "future with the firm," immediately following my request for the previously promised salary increase. During that meeting we discussed my position, my salary and the needs of the firm. Specifically, we discussed Steve's needs in the event that Sheena did not return to the firm. We agreed that I would return to my regular schedule, three days per week and in addition, you increased my salary, as had been previously promised by you, as I was no longer in need of the health insurance since Allen left the firm in September of 2015. While I was not aware during that meeting that I was pregnant, I was on maternity leave after having Rosa in January.

Your suggestion that the April meeting was an agreement, confirmation or directive by you that my part time schedule would be discontinued effective Labor Day is inaccurate. Further, Vita

and childcare arrangements for Vita did not play a role in that April meeting. Vita commenced public school full time last year. Child care arrangements for Vita are a non-issue. Before becoming pregnant with Rosa, in anticipation of Vita entering public school full time, I asked you about increasing my hours to which you replied that you didn't need me to increase my hours as you had Francesca, Ruchika and Sheena. You still have all three of those attorneys, and in addition Vince and I understand that you are now in the process of hiring an additional attorney.

We agreed that my schedule would continue and you considered my concerns that you would not have enough work for me and for Sheena to work full time for Steve. A substantial portion of the meeting was premised upon Sheena's future plans. Incidentally, now that Sheena is back it is clear that there is not enough work from Steve alone to keep both of us busy, even with my own files, confirming my initial concerns.

The first paragraph on the second page of the letter is again inaccurate. I am required to be in the building 7 hours per day for three days. I did not dispute my time requirement. I corrected your calculation when we discussed the number of hours per day required for me to meet a monthly/yearly billable hour requirement. Depending upon the billable days in a month that number varies. Twenty one hours per week in a four week month, yielded a slightly higher number than necessary. I wasn't disputing my hours. You were assuming that I am required to bill 66% rather than 60% of the full time attorneys' time.

Your insinuation that your decision to discontinue my employment effective at the end of December was discussed and agreed upon in April is completely inaccurate and clearly an attempt to distract from the fact that you called me in to your office and informed me of your decision the day after I advised you in writing that I was having complications in my pregnancy and wherein I proposed a possible accommodation in the event that things don't improve for my health or the health of the baby. This is the only time I have ever been told by you that my employment as a part time attorney would be discontinued on a date certain. When we met on September 7, it wasn't to extend my position it was to end my position, which is not at the end of my maternity leave but at the commencement of my maternity leave, as you asked me when I expected to start my disability and I replied, "December" after which you confirmed that my position would be discontinued as of the end of December. Moreover, you did not acknowledge my request for an accommodation and disregarded it altogether.

I never once proposed \$130k as a full time salary. In April, we discussed Allen's salary of \$125k when he left the firm but I never asked for \$130k at any point. Again, my point in my email to you was that you didn't offer me a full time position at any time during our September 7th meeting. Had you, I would have known the offer terms.

Immediately following our meeting, the next morning, on 9/8, a date that you knew I'd be having testing at the hospital, you sent me an email regarding billing. I replied accordingly. Your office manager immediately sent me an email accused me of being untruthful and then verbally disparaged me in the presence of other members of the firm, shouting loudly about me while accusing me of being a "liar." I found it troubling that such a harsh stance would be taken against me on an issue that had never been a problem prior, two days following my writing to you that I was having complications in my pregnancy and my request for an accommodation. As you know, I easily disproved those allegations and it was clear that I was being truthful and that the accusations against me were unfounded.

You did not offer me a full time position until your email on September 8th, in response to my email. Now I am being forced to make a decision about whether I will accept a full time position after my leave, which would likely commence around early May of 2018, while I'm pregnant and having complications, after I have been told that my current position has been terminated effective at the end of December. The terms of my employment have changed while I am pregnant. You have offered me a full time position knowing that my childcare arrangements for two babies will not permit me to accept a full time position. I'm being pressured to make a decision months prior to the date that the position would commence. You have done so knowing that I would not find an offer of \$120k attractive when Allen left two years ago earning \$125k in addition to a \$16k insurance plan as well as a bonus of approximately \$12,000 and while I am earning \$90,000 now working 60% of the work week.

My part time arrangement has never interfered with my ability to generate new client business, to interact with clients or to bill firm client files. The series of events that have taken place over the last weeks is clearly based upon my pregnancy and motivated by an effort to terminate me during my pregnancy. Demanding that I make a decision now, seven months prior to the start date, after my request for a discussion about an accommodation has been ignored,

while my health and the health of my baby are a significant concern, after I have been told that the position that I have maintained for more than six years will be discontinued at the end of December, culminated with the atmosphere and the remarks that have been made about me both to members within our firm and people outside of our firm are discriminatory practices. Furthermore, any suggestion to a woman who just had a child and utilized the disability leave permitted by the state that she is no longer entitled to her vacation time is also a discriminatory practice. Most recently, it has come to my attention that several members of the firm are openly discussing your plans to engage in litigation against me. This type of dialogue that I am forced to be subjected to on a regular basis contributes to the hostile nature of the environment, while I am pregnant and having complications in my pregnancy.

Moreover, you have not given me any work to do since September 7th. You have taken client work from me and I have been directed to go to Steve for work. Notwithstanding, I have completed the tasks given to me, I have continued to work on my own clients and generate new business and I have requested additional work both verbally in writing. I've also recently been accused of overbilling for the first time in my history of employment with this firm, yet I'm being criticized because I'm also being told that my hours should be higher. I have never over billed a client in my entire career and it's insulting that there would be an insinuation that I have done so now. Being accused of over billing and under billing is inconsistent and troubling not unlike the billing issue that I easily disproved in writing last month.

I suspect that you believe that these actions against me will be negated by an offer of full time employment. Clearly, the offer isn't legitimate since I'm not being given enough work now on a part time schedule. My position is no longer continuing and pressuring me to accept a different position for more hours doesn't change what took place on September 7th. There is obviously not any question that my position has been discontinued as confirmed in your September 18th letter. I trust the within satisfies your inquiry as to my response to your letter.

66. On or about October 19<sup>th</sup>, Segalas informed Plaintiff Casciola that he was now responsible for managing her and that Defendant Damiano no longer intended to communicate with her or provide her with any billable work.

67. Segalas told Plaintiff Casciola that Defendant Damiano told him that Ms. Williams and Plaintiff Casciola “were his problem and if you wanted to protect them so much you can deal with them.”

68. He also expressed that Defendant Damiano was unhappy because she felt that Segalas was trying to protect Williams and Plaintiff Casciola.

69. Plaintiff Casciola was further isolated and marginalized by Defendant Damiano’s overt hostility, discrimination and disparate treatment.

70. On October 20<sup>th</sup>, Plaintiff Casciola returned a call to Mr. Gronda wherein he informed her that Segalas told him that Defendant Damiano wants to fire her. Mr. Gronda also told Plaintiff Casciola that he advised Segalas that, if they fire Plaintiff Casciola, its illegal and she has a basis to sue.

71. Segalas repeatedly recognized that Defendant Damiano was targeting and mistreating Plaintiff Casciola because of her pregnancy, but failed to stop it.

72. More recently, Plaintiff Casciola learned that she was invited to a military appreciation function two days before the event whereas other members of the firm were invited to the event as far back as October 12<sup>th</sup>.

73. This is another example of Defendant Damiano isolating and marginalizing Plaintiff Casciola in the work place.

74. On October 23<sup>rd</sup> at around 8:15 a.m., Plaintiff Casciola and Williams passed Defendant Damiano in the hallway said “hello”, but she ignored them.

75. In a further effort to discourage and marginalize Plaintiff Casciola, Segalas related a phone call from his sister who informed him that his niece, who is a file clerk at Defendant

DLO, was very upset over Defendant Damiano's mistreatment of Plaintiff Casciola and Ms. Williams because of their pregnancies and child-rearing responsibilities.

76. Segalas, a partner in Defendant DLO, openly acknowledged the hostility and discrimination but failed to properly address and remediate it.

77. Upon information and belief, Segalas' attempts to address the situation were flatly rejected and overruled by Defendant Damiano.

78. In addition, Segalas stopped providing Plaintiff Casciola with any additional work after Ms. Williams took a medical leave two weeks ago.

79. Recently, Ms. Williams resigned due to the intolerable conditions caused by her pregnancies and child-care responsibilities at Defendant DLO.

80. Prior to her resignation, Defendant Damiano took the two other female attorneys at Defendant DLO to dinner in New York City, excluding Plaintiff Casciola and Ms. Williams.

81. Defendant Damiano referred to it as "dinner with her girls."

82. As a result of the hostility and harassment, Plaintiff Casciola's stress was increased and it has negatively impacted her pregnancy and caused personal physical injuries.

83. Based on this discrimination and retaliation, on November 11, 2017, Plaintiff Casciola, through counsel, provided written notice of the discrimination and seeking a resolution.

84. Following that complaint, Defendants continued to retaliate. For example, Plaintiff Casciola's husband, Allen, ran into Segalas at the Passaic County Bar Association Holiday Beefsteak where Segalas told him that Plaintiff Casciola's demand letter "cost him his \$30,000 Christmas bonus."



85. Defendant Damiano further isolated Plaintiff Casciola by, for the first time in her entire career, was not invited to Defendant Damiano's home for the annual firm Christmas party yet a former attorney who left the firm two (2) years ago was invited and attended.

86. Every other attorney and spouse working at Defendant DLO was invited to the annual Christmas party.

87. Similarly, Plaintiff Casciola did not receive Defendant Damiano's annual holiday card, but every other employee at Defendant DLO did receive a card.

88. Following the filing of this Complaint, Defendants retaliated against Plaintiff Casciola by reducing her year-end bonus.

89. This is the first time in Plaintiff Casciola's employment at Defendant DLO that her bonus was reduced.

90. Upon information and belief, other employees at Defendant DLO received a higher year-end bonus than previous years.

91. These retaliatory acts were meant to dissuade Plaintiff Casciola from pursuing her complaint and otherwise continued to create an intolerable working environment for Plaintiff Casciola.

**FIRST COUNT**  
**(NJLAD – Gender Discrimination)**

92. Plaintiff Casciola repeats the previous allegations as set forth at length herein.

93. At all times, Plaintiff Casciola satisfactorily performed her job and otherwise met the legitimate expectations of Defendants.

94. After Plaintiff Casciola notified Defendants of her pregnancy, Plaintiff Casciola was isolated and marginalized.

95. Plaintiff Casciola suffered disparate treatment, harassment and hostility because of her pregnancies and child-rearing responsibilities.

96. Defendants disparately and unfavorably treated Ms. Williams, a similarly situated employee, evidencing their illegal intent and motive.

97. Plaintiff Casciola has and continues to suffer personal physical injury and exacerbation as a result of the discrimination.

98. Plaintiff Casciola has and continues to suffer reputational harm, loss of enjoyment of life, emotional distress and other compensatory damages as a result of the discrimination.

99. Plaintiff Casciola has and continues to suffer economic harm and other pecuniary losses.

**WHEREFORE**, Plaintiff Casciola demands judgment against Defendants for compensatory damages, emotional damages, loss of enjoyment of life, personal physical injury and exacerbation of physical injury, punitive damages, interest, negative tax consequences as a result of any jury verdict, counsel fees, costs of suit, and such other relief as the Court may deem appropriate under the NJLAD.

**SECOND COUNT**  
**(NJLAD – Hostile Work Environment)**

100. Plaintiff Casciola repeats the previous allegations as set forth at length herein.

101. Defendants subjected Plaintiff Casciola and Ms. Williams to severe and/or pervasive harassment because of their pregnancies and child-rearing activities and responsibilities.

102. This harassment and hostility rendered the workplace hostile and intolerable.

103. As a result of the harassment, Plaintiff Casciola has experienced emotional distress and physical distress, which have negatively impacted her pregnancy.

104. Plaintiff Casciola has and continues to suffer personal physical injury as a result of the hostile environment.

105. Plaintiff Casciola has and continues to suffer reputational harm, loss of enjoyment of life, emotional distress and other compensatory damages as a result of the discrimination.

106. Plaintiff Casciola has and continues to suffer economic harm and other pecuniary losses.

**WHEREFORE**, Plaintiff Casciola demands judgment against Defendants for compensatory damages, emotional damages, loss of enjoyment of life, personal physical injury and exacerbation of physical injury, punitive damages, interest, negative tax consequences as a result of any jury verdict, counsel fees, costs of suit, and such other relief as the Court may deem appropriate under the NJLAD.

**THIRD COUNT**  
**(Retaliation)**

107. Plaintiff Casciola repeats the previous allegations as set forth at length herein.

108. At various times, Plaintiff Casciola engaged in protected activity in connection with the pregnancy.

109. In an effort to dissuade Plaintiff Casciola from asserting her rights as a pregnant employee and mother raising children, Defendants engaged in a pattern of retaliatory harassment.

110. Plaintiff Casciola has and continues to suffer personal physical injury as a result of the hostile environment.

111. Plaintiff Casciola has and continues to suffer reputational harm, loss of enjoyment of life, emotional distress and other compensatory damages as a result of the discrimination.

112. Plaintiff Casciola has and continues to suffer economic harm and other pecuniary losses.

**FOURTH COUNT**  
**(NJLAD – Failure To Accommodate)**

113. Plaintiff Casciola requested help and assistance from Defendants in connection with her pregnancy.

114. Defendants failed to communicate in good faith regarding these requests for assistance and caused a breakdown of the interactive process.

115. But for Defendants communication breakdown, Plaintiff Casciola could have been accommodated.

116. As a result of these failures, Defendants failed to accommodate Plaintiff Casciola in violation of the NJLAD.

117. Plaintiff Casciola has and continues to suffer personal physical injury as a result of the discrimination.

118. Plaintiff Casciola has and continues to suffer loss of enjoyment of life, emotional distress and other compensatory damages as a result of the discrimination.

119. Plaintiff Casciola has and continues to suffer economic harm and other pecuniary losses as a result of the discrimination.

**WHEREFORE**, Plaintiff Casciola demands judgment against Defendants for compensatory damages, emotional damages, loss of enjoyment of life, personal physical injury and exacerbation of physical injury, punitive damages, interest, negative tax consequences as a result of any jury verdict, counsel fees, costs of suit, and such other relief as the Court may deem appropriate.

**FIFTH COUNT**  
**(NJLAD – Individual Liability)**

120. Plaintiff Casciola repeats the previous allegations as set forth at length herein.

121. Defendant Damiano is the owner and upper most manager of the Damiano Law Firm.

122. Defendant Damiano engaged in active and intentional discrimination against Plaintiff Casciola because of her pregnancy and her child-rearing responsibilities.

123. Defendant Damiano aided and abetted the discrimination and retaliation within Defendant DLO against Plaintiff Casciola.

124. Defendant Damiano tightly controlled Defendant DLO and orchestrated the discrimination and retaliation.

125. Plaintiff Casciola has and continues to suffer personal physical injury as a result of the discrimination.

126. Plaintiff Casciola has and continues to suffer reputational harm, loss of enjoyment of life, emotional distress and other compensatory damages as a result of the discrimination.

127. Plaintiff Casciola has and continues to suffer economic harm and other pecuniary losses.

**WHEREFORE**, Plaintiff Casciola demands judgment against Defendants for compensatory damages, emotional damages, loss of enjoyment of life, personal physical injury and exacerbation of physical injury, punitive damages, interest, negative tax consequences as a result of any jury verdict, counsel fees, costs of suit, and such other relief as the Court may deem appropriate.

**NIEDWESKE BARBER HAGER, LLC**  
Attorneys for Plaintiff Nicole A. Casciola

By: /s/ Kevin Barber  
Kevin Barber

Dated: January 10, 2018

**JURY DEMAND**

Plaintiff Casciola demands trial by jury on all issues.

**NIEDWESKE BARBER HAGER, LLC**  
Attorneys for Plaintiff Nicole A. Casciola

By: /s/ Kevin Barber  
Kevin Barber

Dated: January 10, 2018

**DESIGNATION OF TRIAL ATTORNEY**

Kevin Barber, Esq. is hereby designated as trial counsel in the within matter.

**NIEDWESKE BARBER HAGER, LLC**  
Attorneys for Plaintiff Nicole A. Casciola

By: /s/ Kevin Barber  
Kevin Barber

Dated: January 10, 2018

**CERTIFICATION PURSUANT TO R. 4:5-1**

I, Kevin Barber, certify as follows:

I am a partner in the Law Firm of Niedweske Barber Hager, LLC, attorneys for Plaintiff Nicole A. Casciola, in the above-entitled action. To the best of my knowledge, the matter in controversy is not the subject of any other action pending in any court or arbitration proceeding, no other action or arbitration proceeding is contemplated, and no other parties should be joined in this action.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

**NIEDWESKE BARBER HAGER, LLC**  
Attorneys for Plaintiff Nicole A. Casciola

By: /s/ Kevin Barber  
Kevin Barber

Dated: January 10, 2018

**DOCUMENT ELECTRONICALLY FILED**