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<p>JOSE DIAZ</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>PILLAR COLLEGE; DAVID E. SCHROEDER individually and in his official capacity as President; MARK HARDEN, individually and in his official capacity as Vice President of Academic Affairs; XYZ CORP. INC. (1-10); JOHN DOES (1-10) and JANE DOES (1-10)</p> <p style="text-align: center;">Defendants.</p>	<p>SUPERIOR COURT OF NEW JERSEY LAW DIVISION: ESSEX COUNTY</p> <p style="text-align: center;">Docket No.:</p> <p style="text-align: center;">CIVIL ACTION</p> <p style="text-align: center;">COMPLAINT, JURY DEMAND, DESIGNATION OF TRIAL COUNSEL</p>
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Plaintiff, Jose Diaz (“Plaintiff”), by his attorneys, the Law Office of Robert A. Tandy, LLC., by way of Complaint against the Defendants, PILLAR COLLEGE; DAVID E. SCHROEDER individually and in his official capacity as President; MARK HARDEN, individually and in his official capacity as Vice President of Academic Affairs; XYZ CORP. INC. (1-10); JOHN DOES (1-10) and JANE DOES (1-10), alleges as follows:

NATURE OF ACTION AND VENUE

1. This is an action pursuant to the New Jersey Law Against Discrimination (“NJLAD”), N.J.S.A. §10:5-1 et seq., to remedy unlawful marital status and gender/sex discrimination, retaliation and wrongful termination; common law retaliation and wrongful termination for violations of public policy as expressly provided in federal and state statutes and regulations other than the NJLAD; and intentional infliction of emotional distress.

2. Venue lies in the County of Essex pursuant to R. 4:3-2(a).

3. Plaintiff was an “employee” of Defendant, Pillar College, within the meaning of NJLAD N.J.S.A. §10:5-5(f).

4. Defendant, Pillar College, was Plaintiff’s “employer” within the meaning of NJLAD, N.J.S.A. §10:5-5(e).

5. Defendant, David E. Schroeder, is/was the President of Pillar College and a supervisor at Defendant Pillar College.

6. Defendant, Mark Harden, is/was the Vice President of Academic Affairs and a supervisor at Defendant Pillar College.

7. At all times relevant, XYZ Corp, Inc. (1-10) were Plaintiff’s “employer(s)” within the meaning of N.J.S.A. §10:5-5(e).

8. At all times relevant, John Does (1-10) and Jane Does (1-10) were supervisory individuals employed by Defendant Pillar College.

STATEMENT OF FACTS

9. On or about August 24, 2016, Plaintiff commenced employment with Defendant Pillar College as the Executive Director of El Programa BLEND (Bi-Lingual Entry Degree).

10. Pillar’s Employee Handbook provides in pertinent part:

Section 31.01 Statement

(a) Pillar College (PILLAR COLLEGE) believes that harassment/discrimination is a form of misconduct that undermines the integrity of the employment relationship. **It is the policy of PILLAR COLLEGE to provide an environment free of harassment and discrimination in accordance with the Law Against Discrimination, Title VII, Age Discrimination in Employment Act and the Americans with Disabilities Act. Anyone engaging in harassing or discriminatory conduct will be subject to discipline ranging from a warning to termination.** Retaliation against any person filing a complaint is prohibited.

Section 31.02 Policy

(a) It is the policy of PILLAR COLLEGE to prohibit harassment/discrimination on the basis of sex, race, **gender**, national origin, age, race, ancestry, **martial status**, handicap, creed of all individuals who work at PILLAR COLLEGE. **This policy is not meant to regulate personal morality, rather it is to ensure that in the workplace no one may harass or discriminate against another individual.**

11. It should also be noted that Pillar receives federal funding in, at least, the form of financial aid for students.

12. During the tenure of his employment as Executive Director of BLEND, Plaintiff received favorable performance evaluations and met and/or exceeded expectations of his employment.

13. In or around September 2017, Plaintiff was promoted to Executive Director of BLEND and Life Enhancing Accelerated Degree program (“LEAD”).

14. In or around the Spring 2018, Plaintiff was promoted to Dean of Non-Traditional programs.

15. In or around July 2018, Plaintiff moved out of his marital home and separated from his wife, Esther Diaz.

16. Upon information and belief, in or around July 2018, Esther Diaz spoke with Pastor Brent Haggerty of Stonecrest Community Church, a close personal friend of Defendant Schroeder.

17. In or around August 2018, Plaintiff spoke to Defendant Schroeder about the issues he experienced in his marriage and advised him that he [Plaintiff] had moved out of the couple’s marital home.

18. During that meeting in August 2018, Defendant Schroeder advised Plaintiff to advise Defendant Schroeder, no later than Labor Day, whether Plaintiff was going to go to marriage counseling or return to the marital home.

19. Between August 2018 and December 2018, Plaintiff rejected attempts to speak with the Pastor at the couple's Church and go to marriage counseling.

20. On or about Sunday, January 27, 2019, Defendant Schroeder sent Plaintiff an email requesting that he provide Defendant Schroeder with an update of his "domestic situation.

21. On or about February 6, 2019, Plaintiff met with Defendant Schroeder to discuss Plaintiff's marital status and then living situation.

22. At that meeting, Plaintiff advised Defendant Schroeder that he had not moved back into the marital home and had not elected to pursue marital counseling.

23. On or about February 16, 2019, Defendant Schroeder advised Plaintiff "when I hire people, my order of priority is 1) character, 2) commitment, 3) competence. You are demonstrating a serious lack of character, which had I known I would not have hired you. I believe you can get back on track, but you will have to start making right decisions. Right now, you truly are in danger of destroying your life."

24. On March 2, 2019, Defendant Schroeder advised Plaintiff "I am very sad that seeking counseling is merely because your job is in jeopardy."

25. Defendant Schroeder also informed Plaintiff that he was handing the matter over to Defendant Harden.

26. On or about May 8, 2019, Defendant Schroeder had a meeting with Plaintiff in which he, once again, wanted a status update on the marital situation.

27. Plaintiff advised, at that moment, he had not returned to the marital home.

28. On or about May 8, 2019, Defendant Schroeder advised Plaintiff that he could no longer be employed at Pillar College because Plaintiff did not reconcile, or demonstrate effort to work on his marriage.

29. On or about May 14, 2019, Plaintiff was terminated.

30. In or around January 2019, Defendant Pillar College hired Plaintiff's estranged wife, Esther Diaz, on a three month contract and on a full time basis in or around April 2019, while Plaintiff and Mrs. Diaz were separated and living apart.

31. Upon information and belief, Defendant Schroeder's daughter is an employee of Defendant Pillar College and is divorced.

32. Upon information and belief, other female employees are divorced and have not been terminated.

33. Upon information and belief, other Administrative employees of the College have committed adultery and have had sexual affairs outside of their respective marriages and have not been terminated.

34. As a direct and proximate result of the above conduct, Plaintiff suffered and continues to suffer substantial loss of income; diminishment of career opportunity; loss of self-esteem; disruption of his family life; physical and mental pain; emotional trauma and distress; pain and suffering; and other irreparable harm.

COUNT ONE

(NJLAD – MARITAL STATUS DISCRIMINATION)

35. Plaintiff repeats and realleges each and every allegation set forth in Paragraphs 1 through 34 of the Complaint as if set forth at length herein.

36. At the time of his termination of employment from Defendant, Plaintiff was married, but separated and estranged from his wife.

37. Plaintiff is qualified for and, in fact, successfully performed the duties of his employment.

38. Plaintiff is, and at all times relevant herein, meeting Defendants' legitimate expectations of employment.

39. Plaintiff suffered adverse employment actions as a direct result of and/or a motivating factor of his marital status.

40. Specifically, Defendants terminated Plaintiff's employment.

41. Defendants David Schroeder and Mark Harden engaged in the above-described discriminatory conduct while acting within the scope of their respective employment for Defendants.

42. Defendants, David Schroeder and Mark Harden, aided, abetted, incited, compelled and/or coerced the performance of the above unlawful employment practices within the meaning of the NJLAD.

43. The above acts and practices of Defendants constitute unlawful employment practices within the meaning of the NJLAD.

44. As a direct and proximate result of the above conduct, Plaintiff has suffered substantial loss of income and other pecuniary harm; diminishment of career opportunity; loss of self-esteem; disruption of his family life; emotional trauma and distress; physical manifestations of pain and suffering and other irreparable harm.

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- A. For money damages for all economic losses including, but not limited to, lost, past and future salary and fringe benefits;
- B. For compensatory damages;
- C. For punitive damages;
- D. For emotional distress damages;

- E. For physical manifestations of pain and suffering;
- F. For attorneys' fees and costs of this action;
- G. For interest at the maximum legal rate on all sums awarded;
- H. For Consequential damages; and
- I. For such other and further relief as the Court deems just and proper.

COUNT TWO

(NJLAD – GENDER/SEX DISCRIMINATION)

45. Plaintiff repeats and realleges each and every allegation set forth in Paragraphs 1 through 44 of the Complaint as if set forth at length herein.

46. Plaintiff is a male individual who was employed by Defendants.

47. Plaintiff was qualified for and, in fact, successfully performed the duties of his employment.

48. Plaintiff is, and at all times relevant herein, meeting Defendants' legitimate expectations of employment.

49. Plaintiff suffered disparate treatment by Defendants on the basis of his gender/sex.

50. Plaintiff suffered adverse employment actions as a direct result of and/or a motivating factor of his sex/gender.

51. Specifically, Defendants terminated Plaintiff's employment while treating female employees more favorably.

52. Defendants David Schroeder and Mark Harden engaged in the above-described discriminatory conduct while acting within the scope of their respective employment for Defendants.

53. Defendants, David Schroeder and Mark Harden, aided, abetted, incited, compelled and/or coerced the performance of the above unlawful employment practices within the meaning of the NJLAD.

54. The above acts and practices of Defendants constitute unlawful employment practices within the meaning of the NJLAD.

55. As a direct and proximate result of the above conduct, Plaintiff has suffered substantial loss of income and other pecuniary harm; diminishment of career opportunity; loss of self-esteem; disruption of his family life; emotional trauma and distress; physical manifestations of pain and suffering and other irreparable harm.

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- A. For money damages for all economic losses including, but not limited to, lost, past and future salary and fringe benefits;
- B. For compensatory damages;
- C. For punitive damages;
- D. For emotional distress damages;
- E. For physical manifestations of pain and suffering;
- F. For attorneys' fees and costs of this action;
- G. For interest at the maximum legal rate on all sums awarded;
- H. For Consequential damages; and
- I. For such other and further relief as the Court deems just and proper.

COUNT THREE

(Wrongful Termination and Retaliation)

56. Plaintiff repeats and realleges each and every allegation set forth in Paragraphs 1 through 55 of the Complaint as if set forth at length herein.

57. Plaintiff was performing his job at a level that met Defendants' legitimate expectations.

58. Defendants' decision to terminate Plaintiff violated public policy as expressly provided in federal and state statutes and regulations other than NJLAD.

WHEREFORE, Plaintiff prays for judgment against Defendants, as follows:

- A. For money damages for all economic losses including, but not limited to, lost, past and future salary and fringe benefits;
- B. For compensatory damages;
- C. For punitive damages;
- D. For emotional distress damages;
- E. For physical manifestations of pain and suffering;
- F. For attorneys' fees and costs of this action;
- G. For interest at the maximum legal rate on all sums awarded;
- H. For Consequential damages; and
- I. For such other and further relief as the Court deems just and proper.

COUNT FOUR

(INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS)

59. Plaintiff repeats and realleges each and every allegation set forth in Paragraphs 1 through 58 of the Complaint as if set forth at length herein.

60. The conduct alleged above with respect to Plaintiff was intentional, outrageous in character, and so extreme as to go beyond the bounds of decency.

61. By the alleged conduct described above, Defendants intentionally inflicted emotional distress on Plaintiff.

62. As a direct and proximate result Plaintiffs suffered and continue to suffer substantial loss of income and other pecuniary harm; diminishment of career opportunity; loss of self-esteem; disruption of her family life; emotional trauma and distress; physical manifestations of pain and suffering and other irreparable harm.

DESIGNATION OF TRIAL COUNSEL

Pursuant to Court Rule, R. 4:25-4, it is hereby asserted that Robert A. Tandy, Esq. is designated trial counsel for the trial of this action.

DEMAND FOR TRIAL BY JURY

Plaintiff herein demands a trial by jury on all issues.

DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

Pursuant to R. 4:10-2(b), demand is hereby made that you disclose and make a copy to the undersigned of any insurance agreements or policies applicable to this action.

LAW OFFICE OF ROBERT A. TANDY, LLC
Attorney for Plaintiff

ROBERT A. TANDY

ROBERT A. TANDY, ESQ.

Dated: November 26, 2019