

CIVIL RECORDS  
N.J. SUPERIOR COURT  
MIDDLESEX VICINAGE  
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Zatuchni & Associates, LLC  
287 South Main Street  
Lambertville, New Jersey 08530  
(609) 243-0300  
Attorneys for Plaintiff

FILED & RECEIVED

ROSELIA QUEZADA,  
  
Plaintiff,  
  
v.  
  
TOTAL MAINTENANCE MANAGEMENT,  
INC., a Kentucky corporation, a/k/a SERVICE  
MANAGEMENT SYSTEMS, INC.; and  
KIARA SIDORA,  
  
Defendants.

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
MIDDLESEX COUNTY  
DOCKET NO.: MID-L- 2229-10  
  
CIVIL ACTION  
  
**COMPLAINT AND JURY DEMAND**

**COMPLAINT**

Plaintiff Roselia Quezada, by way of Complaint against Defendants Total Maintenance Management, Inc. ("Total Maintenance"), a/k/a Service Management Systems, Inc., and Kiara Sidora, hereby states and alleges as follows:

**PARTIES**

1. Plaintiff Roselia Quezada is a natural person residing at 721 Center Street, Piscataway, New Jersey.
2. Defendant Total Maintenance Management, Inc., is a private company incorporated in Kentucky, that provides janitorial, custodial and building maintenance services to a variety of businesses, including the Bridgewater Commons shopping mall, located at 400 Commons Way, Bridgewater, New Jersey.

3. At all times relevant to this litigation, Defendant Kiara Sidora was a Manager employed by Defendant Total Maintenance to manage cleaning staff at the Bridgewater Commons shopping mall. Defendant Sidora also served as Plaintiff's supervisor.

### **BACKGROUND FACTS**

4. Defendant Total Maintenance hired Ms. Quezada on June 28, 2009, as a cleaning and custodial worker for the Bridgewater Commons shopping mall. In this role, she was part of a crew that cleaned all of the mall's common areas, including three floors of rest rooms and hallways. Ms. Quezada worked the 4:30 pm to 12:30 am shift.

5. Throughout the duration of her employment with Defendant Total Maintenance, Ms. Quezada performed her job duties conscientiously, diligently, and with the utmost of care. She often received recognition, praise and gratitude from her immediate supervisor, Ronald Zuniga, for her stellar work performance. Ms. Quezada was never reprimanded or disciplined, and she never received any complaints about her job performance.

6. In or around July 2009, Defendant Total Maintenance hired another custodial worker named Luis Chozo. Mr. Chozo was placed on Ms. Quezada's shift.

7. Approximately two weeks after Mr. Chozo was hired, he began telling Ms. Quezada that she was very attractive and very good looking while they worked together. This made Ms. Quezada uncomfortable.

8. On or about August 12, 2009, Mr. Chozo propositioned Ms. Quezada at approximately 8:00 pm, stating that he would buy her a pair of shoes in exchange for sex. Ms. Quezada became very upset by Ms. Chozo's comment and told him that she was shocked at his behavior. She further stated that his comment was disrespectful and to never say such things to her again.

9. Later that same night, at approximately 10:00 pm, Mr. Chozo once again told Ms. Quezada that he would buy her a pair of shoes if she would go to a hotel with him and have sex. Ms. Quezada once again became very upset and firmly told Ms. Chozo to stop speaking to her in that way.

10. At approximately 12:00 am that night, as Ms. Quezada was ending her shift, Ms. Chozo approached her from behind, hugged her tightly and forcefully kissed her on the neck. Ms. Quezada pushed him, but he came back at her again from the side and grabbed her. Once again Ms. Quezada pushed him away and quickly ran from the hallway and left the building.

11. The following day, Ms. Quezada informed her immediate supervisor, Mr. Zuniga, of what had occurred with Mr. Chozo the night before. Ms. Quezada told Mr. Zuniga that she was very frightened and could no longer work with Mr. Chozo. Mr. Zuniga expressed that the company did not allow that type of behavior to occur and that he would issue a warning to Mr. Chozo for his actions. However, Mr. Zuniga, nor any other representative of Defendant Total Maintenance, disciplined Mr. Chozo, and Mr. Chozo remained on Ms. Quezada's shift.

12. Mr. Zuniga then told his supervisor, and manager of the team, Defendant Sidora about Ms. Quezada's complaints. Defendant Sidora referred to Ms. Quezada as a "prostitute" and stated that what had happened with Mr. Chozo was Ms. Quezada's fault. Additionally, although Mr. Zuniga requested that Defendant Sidora investigate Ms. Quezada's complaints about Mr. Chozo, Defendant Sidora refused.

13. Because Ms. Quezada was forced to continue working with Mr. Chozo, often times with only two (2) other employees in an empty shopping mall, Ms. Quezada sought the assistance of co-workers whom she would ask to walk her to her car so she would not be alone in

the parking lot. Ms. Quezada was also forced to hide in the women's bathroom when Mr. Chozo and she were working on a floor together, so as to avoid contact with him.

14. Within days of the original incidents of sexual harassment, all of Ms. Quezada's co-workers learned of what had happened and of Mr. Chozo's statements. Ms. Quezada soon became the brunt of numerous jokes, and several male co-workers taunted her by offering to purchase her items of clothing.

15. Although Mr. Zuniga did not directly discipline Mr. Chozo, on September 18, 2009, he distributed a memoranda to certain employees stating that there had "been a series of comments regarding one of our female co-workers," referencing Ms. Quezada, and instructing that the comments "ha[d] to end here." Mr. Zuniga also warned that the consequences of additional comments being made to Ms. Quezada could range from "a simple warning, suspension or termination of employment."

16. It was at this point that Defendant Sidora began retaliating against Ms. Quezada. Defendant Sidora often yelled at Ms. Quezada in front of other employees, called her names and accused Mr. Zuniga of favoring Ms. Quezada over other employees.

17. On or about September 27, 2009, Mr. Zuniga was terminated, and Defendant Sidora assumed his supervisory duties, including those directly over Ms. Quezada. Defendant Sidora was very harsh with Ms. Quezada, instructing her not to talk or laugh during her shift, and giving her additional work to perform. Ms. Quezada understood that the retaliatory treatment and disproportionate work assignments were due to her complaints of sexual harassment against Mr. Chozo.

18. Additionally, during staff meetings, Defendant Sidora would threaten the staff with termination, stating that she had the power to put them all on the street. While making these comments she would look directly at Ms. Quezada.

19. Thereafter, on October 6, 2009, when Ms. Quezada arrived for her shift, Defendant Sidora began yelling at Ms. Quezada in front of several co-workers and shopping mall patrons when a fellow co-worker, "Oscar," tried to assist Ms. Quezada with her cleaning cart. When Ms. Quezada began to cry, Defendant Sidora instructed her to look at her when she spoke because she was Ms. Quezada's manager. Defendant Sidora then summarily terminated Ms. Quezada, stating that she was to "punch out and get out." Ms. Quezada requested a termination notice, but Defendant Sidora refused and called shopping mall security to escort Ms. Quezada off the premises. Ms. Quezada was extremely humiliated and embarrassed by this treatment.

20. On October 29, 2009, Ms. Quezada filed for unemployment benefits. She indicated in her documents that she was terminated by Defendant Total Maintenance because of her sexual harassment complaints. The New Jersey Department of Labor determined on November 9, 2009, that Ms. Quezada was eligible for benefits because her "discharge was not for misconduct connected with the work."

21. On November 12, 2009, Defendant Total Maintenance, plead as Service Management Systems, Inc., appealed the determination, claiming that Ms. Quezada was discharged due to misconduct with the work. However, Defendant Total Maintenance failed to participate in the scheduled January 25, 2010 telephone appeal, Defendants' appeal was dismissed and Ms. Quezada's unemployment benefits were upheld.

**COUNT I – HOSTILE WORK ENVIRONMENT SEXUAL HARASSMENT  
IN VIOLATION OF THE NEW JERSEY LAW AGAINST DISCRIMINATION**  
(as to Defendant Total Maintenance Management, Inc.)

22. Plaintiff hereby incorporates and restates the allegations contained in the preceding paragraphs as if set forth at length herein.

23. Defendant Total Maintenance Management subjected Ms. Quezada to hostile work environment sexual harassment, in violation of the NJLAD, N.J.S.A. 10:5-1 et seq.

24. As a result of Defendant's unlawful conduct, Ms. Quezada has been subjected to mental anguish, embarrassment, stress, anxiety, humiliation and other pain and suffering.

WHEREFORE, Plaintiff demands the following damages and relief:

- a. Judgment in favor of the Plaintiff and against Defendant Total Maintenance Management;
- b. Compensatory damages;
- c. Punitive damages;
- d. Pre-Judgment interest;
- e. Attorneys fees;
- f. Costs of suit;
- g. Such additional relief as this Court deems just and equitable.

**COUNT II – RETALIATORY DISCHARGE**  
**IN VIOLATION OF THE NEW JERSEY LAW AGAINST DISCRIMINATION**  
(as to Defendant Total Maintenance Management, Inc.)

23. Plaintiff hereby incorporates and restates the allegations contained in the preceding Paragraphs as if set forth at length herein.

24. Defendant Total Maintenance Management unlawfully terminated Ms. Quezada in retaliation for her protected conduct in violation of the NJLAD, N.J.S.A. 10:5-1 et seq.

25. As a result of Defendant Total Maintenance Management's unlawful conduct, Ms. Quezada has suffered substantial economic losses and job detriment.

26. As a result of Defendant Total Maintenance Management's unlawful conduct, Ms. Quezada has been subjected to mental anguish, anxiety, stress, humiliation, embarrassment, and pain and suffering.

WHEREFORE, Plaintiff demands the following damages and relief:

- a. Judgment in favor of the Plaintiff and against Defendant Forman Mills;
- b. Compensatory damages;
- c. Punitive damages;
- d. Pre-Judgment interest;
- e. Attorneys fees;
- f. Costs of suit;
- g. Such additional relief as this Court deems just and equitable.

**COUNT III – AIDING AND ABETTING OF DEFENDANT TOTAL MAINTENANCE  
MANAGEMENT'S DISCRIMINATORY AND RETALIATORY CONDUCT IN  
VIOLATION OF THE NEW JERSEY LAW AGAINST DISCRIMINATION  
(as to Defendant Sidora)**

27. Plaintiff hereby incorporates and restates the allegations contained in the preceding Paragraphs as if set forth at length herein.

28. Defendant Sidora aided, abetted, incited, compelled or coerced Defendant Total Maintenance Management's discriminatory and retaliatory conduct toward Ms. Quezada in violation of the NJLAD, N.J.S.A. 10:5-1 et seq.

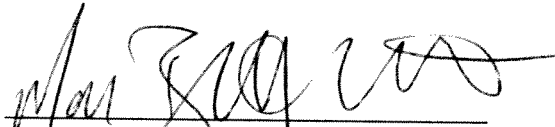
29. As a result of Defendant Sidora's unlawful conduct, Ms. Quezada has suffered substantial economic losses and job detriment.

30. As a result of Defendant Sidora's unlawful conduct, Ms. Quezada has been subjected to mental anguish, anxiety, stress, humiliation, embarrassment, and pain and suffering.

WHEREFORE, Plaintiff demands the following damages and relief:

- a. Judgment in favor of the Plaintiff and against Defendant Sidora;
- b. Compensatory damages;
- c. Punitive damages;
- d. Pre-Judgment interest;
- e. Attorneys fees;
- f. Costs of suit;
- g. Such additional relief as this Court deems just and equitable.

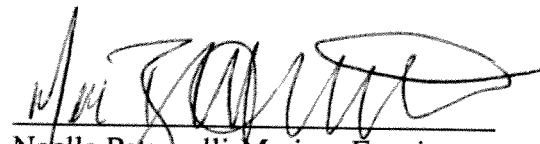
Respectfully submitted,

  
\_\_\_\_\_  
Noelle Petruzelli-Marino, Esquire  
Zatuchni & Associates, LLC  
287 South Main Street  
Lambertville, NJ 08530  
Attorneys for Plaintiff

Dated: March 23, 2010

**CERTIFICATION PURSUANT TO RULE 4:5-1**

I hereby certify that this matter in controversy is not the subject of other actions pending in any court or arbitration proceedings, or any such contemplated other actions or arbitration proceedings.

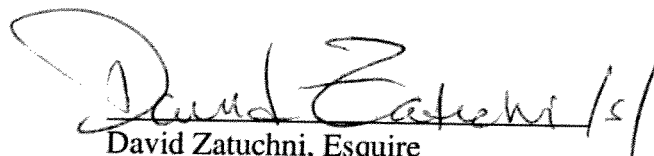


Noelle Petruzelli-Marino, Esquire  
Zatuchni & Associates, LLC  
287 South Main Street  
Lambertville, NJ 08530  
Attorneys for Plaintiff

Dated: March 23, 2010

**DESIGNATION OF TRIAL COUNSEL**

David Zatuchni, Esquire. is hereby designated as trial counsel in this matter.

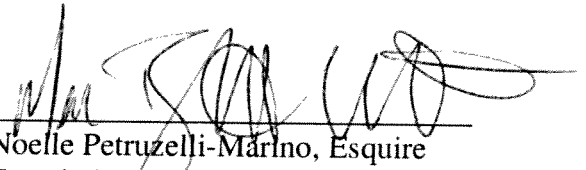


David Zatuchni, Esquire  
Zatuchni & Associates, LLC  
287 South Main Street  
Lambertville, NJ 08530  
Attorneys for Plaintiff

Dated: March 23, 2010

**JURY DEMAND**

Plaintiff hereby demands a trial by jury on all issues and claims.



Noelle Petruzelli-Marino, Esquire  
Zatuchni & Associates, LLC  
287 South Main Street  
Lambertville, NJ 08530  
Attorneys for Plaintiff

Dated: March 23, 2010

**Appendix XII-B1**



**CIVIL CASE INFORMATION STATEMENT  
(CIS)**

Use for initial Law Division  
Civil Part pleadings (not motions) under *Rule 4:5-1*  
**Pleading will be rejected for filing, under *Rule 1:5-6(c)*,  
if information above the black bar is not completed  
or attorney's signature is not affixed**

FOR USE BY CLERK'S OFFICE ONLY

PAYMENT TYPE:  CK  CG  CA

CHG/CK NO.

AMOUNT:

OVERPAYMENT:

BATCH NUMBER:

ATTORNEY / PRO SE NAME Noelle Petruzelli-Marino		TELEPHONE NUMBER (609) 243-0300	COUNTY OF VENUE Middlesex
FIRM NAME (if applicable) Zatuchni & Associates, LLC		DOCKET NUMBER (when available) MID-L-2229-10	
OFFICE ADDRESS 287 South Main Street Lambertville, NJ 08530		DOCUMENT TYPE Complaint	
		JURY DEMAND <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
NAME OF PARTY (e.g., John Doe, Plaintiff) Roselia Quezada, Plaintiff	CAPTION Roselia Quezada v. Total Maintenance Management, Inc., a Kentucky corporation, a/k/a Service Management Systems, Inc.; and Kiara Sidora		
CASE TYPE NUMBER (See reverse side for listing) 618	IS THIS A PROFESSIONAL MALPRACTICE CASE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO IF YOU HAVE CHECKED "YES," SEE N.J.S.A. 2A:53 A -27 AND APPLICABLE CASE LAW REGARDING YOUR OBLIGATION TO FILE AN AFFIDAVIT OF MERIT.		
RELATED CASES PENDING? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IF YES, LIST DOCKET NUMBERS		
DO YOU ANTICIPATE ADDING ANY PARTIES (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	NAME OF DEFENDANT'S PRIMARY INSURANCE COMPANY (if known) <input type="checkbox"/> NONE <input checked="" type="checkbox"/> UNKNOWN		

**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? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, IS THAT RELATIONSHIP: <input checked="" type="checkbox"/> EMPLOYER/EMPLOYEE <input type="checkbox"/> FRIEND/NEIGHBOR <input type="checkbox"/> OTHER (explain) <input type="checkbox"/> FAMILIAL <input type="checkbox"/> BUSINESS
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DOES THE STATUTE GOVERNING THIS CASE PROVIDE FOR PAYMENT OF FEES BY THE LOSING PARTY?  Yes  No

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? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IF YES, PLEASE IDENTIFY THE REQUESTED ACCOMMODATION
WILL AN INTERPRETER BE NEEDED? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	IF YES, FOR WHAT LANGUAGE? Spanish

**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)*.**

ATTORNEY SIGNATURE:

MID-SEX RECORDS  
SUPERIOR COURT  
MIDDLESEX COUNTY CLERK'S OFFICE  
RECEIVED  
APR 25 A 11:45



# CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule 4:5-1*

## CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

### Track I - 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (Briefly describe nature of action)

### Track II - 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than CEPA or LAD)
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603 AUTO NEGLIGENCE - PERSONAL INJURY
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 699 TORT - OTHER

### Track III - 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER / CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

### Track IV - Active Case Management by Individual Judge / 450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

### Centrally Managed Litigation (Track IV)

- 280 Zelnorm
- 285 Stryker Trident Hip Implants
- 288 Prudential Tort Litigation

### Mass Tort (Track IV)

- |                                       |  |
|---------------------------------------|--|
| 248 CIBA GEIGY                        | 281 BRISTOL-MYERS SQUIBB ENVIRONMENTAL |
| 266 HORMONE REPLACEMENT THERAPY (HRT) | 282 FOSAMAX                            |
| 271 ACCUTANE                          | 283 DIGITEK                            |
| 272 BEXTRA/CELEBREX                   | 284 NUVARING                           |
| 274 RISPERDAL/SEROQUEL/ZYPREXA        | 286 LEVAQUIN                           |
| 275 ORTHO EVRA                        | 287 YAZ/YASMIN/OCELLA                  |
| 277 MAHWAH TOXIC DUMP SITE            | 601 ASBESTOS                           |
| 278 ZOMETA/AREIDIA                    | 619 VIOXX                              |
| 279 GADOLINIUM                        |  |

If you believe this case requires a track other than that provided above, please indicate the reason on Side 1, in the space under "Case Characteristics."

Please check off each applicable category

Verbal Threshold

Putative Class Action

Title 59