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File #F-9718

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

EQUAL EMPLOYMENT OPPORTUNITY	:	Case No.
COMMISSION, Plaintiff and:	:	04-CV-2589 (SSB)
DARLENE VAUGHAN,	:	
Plaintiff/Intervener,	:	
vs.	:	
BLACKWELL'S BOOK SERVICES,	:	
Defendant.	:	COMPLAINT OF PLAINTIFF /
	:	INTERVENOR DARLENE VAUGHAN
	:	

Darlene Vaughan by way of complaint against the defendant
says:

Parties, Jurisdiction and Venue

1. Darlene Vaughan is an individual who resides at 4 Lincoln Avenue, Apt. E-7, Clementon, New Jersey.

2. At the times set forth hereafter, Darlene Vaughan was an employee of the defendant Blackwell's Book Services.

3. In this action, Darlene Vaughan asserts that she was

discriminated on the basis of her color (black) in violation of 42 U.S.C. §1981 and therefore this Court has original jurisdiction over this matter pursuant to 28 U.S.C. §1331 and §1343.

4. Darlene Vaughan also asserts that she was deprived of rights, privileges, and immunities secured by the New Jersey Law Against Discrimination that such deprivations arose out of the same acts which form the basis of her federal claims and as a result this court has supplemental jurisdiction over such claims pursuant to 28 U.S.C. §1367.

5. Darlene Vaughan is entitled to intervene in this matter as of right and pursuant to Fed. R. Civ. Proc. 24(a) in that her claims involve the same transactions presently before the court in this matter and the disposition of this matter may impair and impede her ability to protect her interests arising from such transactions.

6. Venue in this matter is proper in this court in that this is the district in which the plaintiff worked and the actions complained of occurred.

Factual Allegations

7. Darlene Vaughan is an African American.

8. Darlene Vaughan was employed by the defendant from March 30, 1998, until her discharge on or about November 7, 2002.

9. While employed by the defendant Darlene Vaughan held the position of Book Processor and at all times met the reasonable expectations of the employer in regard to said position.

10. On or about November 7, 2002, Darlene Vaughan was discharged and the defendant replaced her with another employee.

11. Following the aforesaid discharge, the defendant asserted that Darlene Vaughan was terminated for poor performance which was false and a pretext for discrimination on account of color.

12. While employed by the defendant, Darlene Vaughan was subjected to a hostile environment on account of her color in the form of harassment from supervisors and being subjected to threats, racial taunts and racial epithets from coworkers.

13. The defendant employer permitted, failed to adequately address and encouraged the aforesaid hostile environment to exist.

14. Darlene Vaughan herewith adopts and incorporates herein the allegations set forth in ¶ 7 through ¶ 9 of the complaint filed by the plaintiff, Equal Employment Opportunity Commission, in this matter.

15. The aforesaid acts were performed by the defendant employer with malice and/or with intentional indifference and/or with reckless indifference to the civil rights, state and federal, of Darlene Vaughan and were motivated by impermissible racial and retaliatory considerations.

16. As a result of the foregoing, Darlene Vaughan has sustained lost earnings and pay along with other pecuniary losses in the form of medical and counseling costs, lost income, benefits and profits and other material damages and said damages and losses are expected to continue into the future.

17. As a result of the foregoing, Darlene Vaughan has sustained nonpecuniary losses including emotional pain, suffering, inconvenience, mental anguish, loss of enjoyment of life and such other nonpecuniary losses as maybe disclosed in discovery.

First Count

18. The aforesaid acts of the defendant, along with such other discriminatory actions as maybe disclosed in discovery, constituted the impairment of a contractual relationship and the termination of a contractual relationship on account of color and deprived Darlene Vaughan of her rights with respect to her compensation, terms, conditions, enjoyment and privileges of a contractual relationship in violation of 42 U.S.C. §1981.

19. As a direct result of said unlawful acts Darlene Vaughan sustained the previously described damages.

20. Pursuant to 42 U.S.C. §1988, Darlene Vaughan is entitled to attorney's fees and expert fees in connection with the bringing of the claims alleged in this count.

WHEREFORE, Darlene Vaughan demands judgement against the defendant for compensatory damages including back pay, punitive damages, reinstatement of employment and such other injunctive relief as will redress the actions of the defendants, front pay if reinstatement is not practicable, attorney's fees, expert fees, prejudgment interest, interest, costs and such other relief as the court deems just.

Second Count

21. The aforesaid acts of the defendant, along with such other discriminatory actions as maybe disclosed in discovery, constituted discrimination against an individual with respect to her compensation, terms, conditions, or privileges of employment, because of such individual's race and deprived Darlene Vaughan of her rights with respect to her compensation, terms, conditions, and privileges of employment, because of her race, in violation of N.J.S.A. 10:5-12(a).

22. As a direct result of said unlawful acts Darlene Vaughan sustained the previously described damages.

23. Pursuant to N.J.S.A. 10:5-27.1, Darlene Vaughan is entitled to attorney's fees and expert fees in connection with the bringing of the claims alleged in this count.

WHEREFORE, Darlene Vaughan demands judgement against the defendant for compensatory damages including back pay, punitive damages, reinstatement of employment and such other injunctive relief as will redress the actions of the defendants, front pay if reinstatement is not practicable, attorney's fees, expert fees, prejudgment interest, interest, costs and such other relief as the court deems just.

Third Count

24. The aforesaid acts of the defendant, along with such other discriminatory actions as maybe disclosed in discovery, constituted reprisals against a person because that person had

opposed practices and acts forbidden under the New Jersey Law Against Discrimination.

25. The aforesaid acts of the defendant, along with such other discriminatory actions as maybe disclosed in discovery, also constituted acts to coerce, intimidate, threaten or interfere with a person in the exercise or enjoyment of, or on account of that person having aided or encouraged any other person in the exercise or enjoyment of, rights granted or protected by the New Jersey Law Against Discrimination.

26. The aforesaid conduct constitute a violation of N.J.S.A. 10:5-12(c).

27. As a direct result of said unlawful acts Darlene Vaughan sustained the previously described damages.

28. Pursuant to N.J.S.A. 10:5-27.1, Darlene Vaughan is entitled to attorney's fees and expert fees in connection with the bringing of the claims alleged in this count.

WHEREFORE, Darlene Vaughan demands judgement against the defendant for compensatory damages including back pay, punitive damages, reinstatement of employment and such other injunctive relief as will redress the actions of the defendants, front pay if reinstatement is not practicable, attorney's fees, expert fees, prejudgment interest, interest, costs and such other relief as the court deems just.

Jury Demand

Plaintiff, herewith demands a jury trial as to all issues,

trial by jury.

F. MICHAEL DAILY, JR., LLC
Attorney for the Plaintiff

s/F. Michael Daily, Jr.
BY: _____
F. Michael Daily, Jr.

CERTIFICATION OF SERVICE UPON DCR

I herewith certify that a copy of the foregoing pleading has been served upon the New Jersey Division of Civil Rights pursuant to N.J.S.A. 10:5-13.

F. MICHAEL DAILY, JR., LLC
Attorney for the Plaintiff

s/F. Michael Daily, Jr.
BY: _____
F. Michael Daily, Jr.

November 1, 2004