UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

ELINA CHECHELNITSKY,	:	
	:	
Plaintiff,	:	**Case Action No.:** 15-cv-01777-LGS
	:	
	:	
-against-	:	
	:	**COMPLAINT**
MCELROY, DEUTSCH, MULVANEY & CARPENTER, LLP.	:	
	:	
	:	Trial by Jury Demanded
Defendant.	:	

PLAINTIFF ELINA CHECHELNITSKY (hereinafter "Plaintiff"), by her attorneys, Nesenoff and Miltenberg, LLP, whose offices are located at 363 Seventh Avenue, 5th Floor, New York, New York 10001 alleges upon knowledge with respect to herself, and upon knowledge, information and belief as to all other matters, as follows:

THE PARTIES

1. Elina Chechelnitsky ("Plaintiff") is a female citizen of the United States who resided at 302 Columbus Avenue, Apt. 4B, New York, New York during her employment at the Defendant McElroy, Deutsch, Mulvaney & Carpenter (hereinafter "Defendant"), where she worked as an attorney.

2. Upon information and belief, at all times herein, Defendant has been an entity duly organized and existing under the laws of the State of New Jersey, with more than 100 employees, and a Newark office located at Three Gateway Center, 100 Mulberry Street, Newark, New Jersey 07102-4079.

JURISDICTION AND VENUE

3. This is a civil action for monetary damages and such other relief as the Court deems just and proper based upon Defendant's discrimination of Plaintiff based on gender, as well as Defendant's retaliation and wrongful discharge of Plaintiff.

4. This Court has Jurisdiction over this action under 42 U.S.C.A. § 2000(e)-5(f) and under 28 U.S.C.A. §§1331 and 1343(4).

5. This Complaint is brought pursuant to Article 15 of the New York Executive Law, specifically Exec. Law §§ 290 et seq., (the 'Executive Law"), which is known as the Human Rights Law, to redress discrimination with respect to terms and conditions or privileges of employment.

6. This complaint is additionally brought pursuant to the New York City Administrative Code §§ 8-101 et seq., (the "Administrative Code") to redress discrimination with respect to terms and conditions or privileges of employments. Plaintiff was a resident of New York City at all relevant times and performed work generated by and for New York City businesses.. Plaintiff was in constant contact with New York City businesses in their performance of work for Defendant. As such, discrimination by Defendant affects New York City.

7. This Court has additional supplemental and pendant jurisdiction over the related state and local claims.

PROCEDURAL REQUIREMENTS

8. Plaintiff filed a timely charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") on May 2, 2014 and received a Notice of Right to Sue form the EEOC on or about December 17, 2014, a copy of which is annexed hereto as **Exhibit A**. As such, the instant complaint is timely.

9. Plaintiff seeks to recover the attorneys' fees incurred by this lawsuit pursuant to N.Y. Exec L. §§ 297.

10. This Complaint is additionally brought pursuant to any other cause of action which can be inferred from the facts set forth herein.

11. Plaintiff demands a jury trial.

STATEMENT OF THE CASE

12. This is a proceeding to enforce the rights of Plaintiff and other persons similarly situated, to equal employment opportunities, their rights as employees and their civil rights as citizens of the United States and as New Jersey and New York State Residents. Plaintiff seeks money damages, as well as an injunction restraining Defendant from maintaining a policy, practice, custom and/or usage of:

a. Discrimination against its employees because of gender, with respect to compensation, terms, conditions, and privileges of employment, including without limitation, hiring, training, transfer, promotion and compensation;

b. Limiting, segregating and classifying employees of Defendant in ways which deprive Plaintiff and other persons similarly situated of equal employment opportunities and/or otherwise adversely affecting their status as employees because of gender;

c. Allowing and refusing to confront or address pervasive and blatant quid pro quo sexual harassment and hostile work environment;

d. Retaliating against employees who object to gender discrimination; and

e. Retaliating against employees who object to sexual harassment discrimination and disparate treatment.

13. The Defendant has consistently and/or purposefully and/or negligently deprived Plaintiff and other persons similarly situated of the rights guaranteed to them under Federal Laws as well as New Jersey State and New Jersey Local and New York State and Local Laws with the intent and design, both directly and indirectly, of fostering a hostile work environment, gender discrimination, sexual harassment discrimination and retaliation to the detriment of Plaintiff and other persons similarly situated.

FACTUAL BACKGROUND

14. Plaintiff was employed at Defendant at all relevant times.

15. Plaintiff was an "employee" within the meaning of relevant federal and state laws.

16. At all times, Plaintiff was willing and able to perform her employment duties and obligations and was qualified for the employment position(s) she held at Defendant.

17. At all times, Defendant was an "employer" within the meaning of relevant federal and state laws.

Plaintiff Suffers Sexual Harassment by a Known Offender; Defendant Fails to Act

18. In the summer of 2008, Plaintiff became a Summer Associate in Defendant's Newark New Jersey Bankruptcy Group.

19. Plaintiff was assigned to directly report to a male associate ("Direct Report").

20. Plaintiff was also assigned to a female mentor and told to turn to her mentor with any work related questions and/or concerns she may have ("Summer Mentor").

21. Plaintiff was shocked when her Summer Mentor warned her to "watch out" for her Direct Report because he was known for sexually harassing his female co-workers.

22. Plaintiff's Direct Report immediately began sexually harassing Plaintiff.

23. Plaintiff reported the sexual harassment to her Summer Mentor who counseled Plaintiff to avoid the Direct Report as much as possible and expressed frustration that Defendant placed the Direct Report in a position to easily sexually harass female attorneys.

24. Defendant failed to act to stop the sexual harassment against Plaintiff.

25. Other female employees also openly complained about being sexually harassed by Plaintiff's Direct Report.

26. Though it was widely known at Defendant that Plaintiff's Direct Report regularly engaged in sexual harassment, Defendant failed to take action against Plaintiff's Direct Report and instead assigned female associates to work under him.

27. After her summer internship ended, Plaintiff was relieved to learn that Plaintiff's Direct Report had left the firm.

Plaintiff is Hired in the Bankruptcy Group

28. In September of 2010, following the completion of a required clerkship in the Federal Bankruptcy Court in Wilmington, Delaware, Plaintiff was hired as a first year associate for Defendant's Bankruptcy Group in the Newark office. Several Defendant Employees remarked that, due to her prestigious Federal Clerkship and outstanding education, Plaintiff was "overqualified" to work at Defendant.

29. Defendant also hired two other first year Bankruptcy Associates; Aaron Applebaum ("Associate Applebaum"), who started in the Philadelphia office, and Amy Ehnert ("Associate Ehnert"), who started in the Newark office.

30. Plaintiff, Associate Applebaum, Associate Ehnert and other first year associates from other practice groups attended orientation, where they learned that they were required to bill a minimum of 1980 hours per year, that their assignments would come from their practice groups, that their assignments may include limited amounts of non-billable work, that they would have reviews every six months and that bi-annual bonuses were contingent on billing.

Plaintiff Learns that Defendant Has No Human Resources Department

31. Despite being a Large National law firm with hundreds of employees, Plaintiff was surprised to learn that Defendant did not have a Human Resources Department.

32. This fact was especially surprising to Plaintiff because Defendant practices Employment and Labor Law and regularly advises clients on their own internal human resources needs.

Defendant Assigns Female Associates Less Desirable Offices

33. The new hires were assigned offices at Defendant's offices. The three new female attorneys in Newark were assigned smaller offices in less desirable locations, while the only new first year male attorney in Newark was assigned the larger and more desirable office. The Defendant's Newark office manager even noted to Plaintiff and Associate Ehnert that their offices are in a notoriously loud location where other attorneys have previously complained, but at the same time warned the new female associates not to make complaints about their offices and only come to her with other more substantive issues. Throughout Plaintiff's employment,

she noticed that female lawyers were routinely assigned less desirable offices.

Plaintiff is Thrilled to Receive a Substantive Assignment

34. Defendant's Bankruptcy Group was overseen by Partner Gary Bressler ("Partner Bressler") and Partner Jeffrey Bernstein ("Partner Bernstein"). Plaintiff made it known to Partner Bressler and Partner Bernstein that she was very interested in gaining substantive experience.

35. Plaintiff was initially assigned to assist with simple, individual bankruptcy matters, which she quickly mastered. Plaintiff was hungry to gain experience, advance her career and bill towards her bonus goals.

36. At all times during her employment, Plaintiff was proactive about volunteering for assignments. Plaintiff was at all times vocal about her desire to obtain experience and career development.

37. In or about October of 2010, Plaintiff attended an annual New Jersey Bankruptcy Conference where she met Defendant Partner Lou Modugno, Esq. ("Partner Modugno"). Partner Modugno worked at Defendant's Morristown office.

38. Shortly thereafter, Plaintiff was thrilled to receive a call from Mr. Modugno assigning her work on a challenging and substantive matter. Plaintiff was happy to have the opportunity to learn a new component of bankruptcy law and to have additional billing time.

39. Plaintiff received positive feedback from Partner Modugno on the assignment and he soon assigned her additional work.

40. Plaintiff worked on Partner Modugno's matter from Defendant's Newark office and communicated with the Morristown attorneys assigned to the matter via email and phone.

Attorney Greg Trif Comes to Newark to Meet Plaintiff

41. In or about early November of 2010, Greg Trif ("Associate Trif"), a 4th year attorney from the Morristown office, appeared in Plaintiff's office. He told Plaintiff that he wanted to introduce himself in person since they were both working on assignments for Partner Modugno.

42. Partner Modugno continued to give Plaintiff interesting assignments that required large amounts of billing.

43. Thereafter, Associate Trif sent Plaintiff flirtatious emails and repeatedly stopped by her office.

Plaintiff is Surprised by Partner Modugno's Affection at the Holiday Party

44. In early December of 2010, Plaintiff attended the firm's holiday party at a Country Club in New Jersey. Plaintiff and Associate Trif attended the party together.

45. Plaintiff was taken aback when Partner Modugno, whom she had not seen since their short meeting at the October bankruptcy conference, kissed her on the cheek. No other employee of the firm kissed Plaintiff, and she was confused by Partner Modugno's overly familiar physical contact.

46. Associate Trif invited Plaintiff to join him, Partner Modugno and several other attorneys at a Defendant sponsored "after party."

47. At the "after party" Associate Trif told Plaintiff that some attorneys were going to get sushi and that she should join them. When they arrived at the sushi restaurant, Associate Trif admitted to Plaintiff that no one else was joining them because he only wanted to have dinner with her.

48. During their dinner, Associate Trif asked Plaintiff if she "had noticed" other attorneys clamoring for face time with Partner Modugno. Plaintiff admitted that she had noticed. Associate Trif then asked, "Did you notice how you are on the [Defendant's] inside circle? That is because I am close to Partner Modugno and you were there with me."

Associate Trif Assigns Plaintiff Work

49. Plaintiff and Associate Trif soon began to date exclusively. At or about that time, Associate Trif also began assigning work to Plaintiff. Associate Trif told Plaintiff that Partner Modugno had authorized him to assign her work and he began to do so.

50. Associate Trif regularly bragged about his relationship with Partner Modugno. He also bragged about his relationship with Defendant Managing Partner James Mulvaney ("Partner Mulvaney").

51. Associate Trif told Plaintiff, "Stick with me, [Partner] Mondugno and [Partner] Mulvaney, and you'll go far at this firm."

Associate Trif Insists on Advising the Partners that He is Dating Plaintiff

52. Soon, Associate Trif insisted on advising Partner Modugno and Partner Mulvaney about his relationship with Plaintiff. Plaintiff was concerned that such information could be detrimental to her career at Defendant; Associate Trif told her that it could only be beneficial to her career.

53. In fact, Partner Modugno and Partner Mulvaney did take a markedly positive interest in Plaintiff thereafter and gave her even more assignments. Upon information and belief, both Partner Modugno and Partner Mulvaney knew that Plaintiff and Associate Trif were seeing each other long before Associate Trif advised Plaintiff he wanted to tell them.

The Newark Administrator is Surprised by Plaintiff's Non-Bankruptcy Morristown Assignments

54. Partner Bernstein, the Bankruptcy Group's Practice Group Administrator in the Newark Office, regularly reviewed the caseload of each Bankruptcy Group Associate in the Newark office.

55. Partner Bernstein expressed surprise that Plaintiff had been given so many substantive assignments from Partners in the Morristown office who were not in the Bankruptcy Group.

Associate Trif Reveals Disturbing Details about Favoritism at the Office

56. Associate Trif regularly bragged to Plaintiff that he often socialized with both Partner Modugno and Partner Mulvaney and that he even vacationed with Partner Modugno.

57. Associate Trif revealed that Partner Modugno had offered him a large monetary "loan" from Defendant when he was having problems selling his home.

58. Plaintiff was disturbed that Associate Trif received such preferential treatment. She had not seen or heard of any other associate receiving financial favors or of regularly socializing and vacationing with Partners.

59. Associate Trif also revealed that he made about $150,000 - far more than Plaintiff had been lead to believe a Fourth Year Associate could make at the firm.

60. When Plaintiff expressed surprise that a Fourth Year Associate could make so much more than she was making as a First Year Associate, Associate Trif assured Plaintiff that he "always made the highest bonuses" because he was able to bill so many hours from the assignments that Partner Modugno and Partner Mulvaney gave him. Plaintiff also learned that Associate Trif was required to do little to no non-billable work.

61. Based upon her conversations with Associate Trif, as well as advice from a Newark Partner, Plaintiff realized that she would not be able to earn large bonuses unless she was assigned significant amounts of work that allowed her to bill a significant amount of hours above Defendant's minimum requirements.

Plaintiff Learns She was Given Assignments so Associate Trif Could Date Her

62. One day, Associate Trif said to Plaintiff, "Don't tell anyone, but when Partner Modugno met you at the Bankruptcy Conference he thought you were hot, and that I should meet you."

63. Associate Trif told Plaintiff that Partner Modugno had showed him Plaintiff's picture on the firm's website, but that Associate Trif told Partner Modugno that he was not interested in Plaintiff. Associate Trif revealed that Partner Modugno responded that it was "a bad picture," assured him that Plaintiff was "hot," and insisted that he travel to Defendant's Newark office to meet her in person.

64. Associate Trif revealed that Partner Modugno had given Plaintiff her first assignment for the sole purpose of giving Associate Trif an opportunity to meet her.

65. Plaintiff was shocked and appalled. She asked Associate Trif if he was kidding. Associate Trif assured her that he was not.

66. Plaintiff was very disturbed and uncomfortable that she had only been assigned to a case because Partner Modugno found her attractive and wanted to set her up with one of his favored associates.

67. Associate Trif asked Plaintiff to promise that she would not tell anyone when he realized that she was uncomfortable with the fact that she was only assigned to a case to further

the romantic possibilities of a Partner's favored Associate.

68. Plaintiff was determined to continue to prove to Partner Modugno and Partner Mulvaney that her work product was exceptional, and felt that she had and would continue to earn respect for her work even though she was apparently brought on their projects because of her appearance.

Plaintiff Stops Getting Assignments As Soon as She and Trif Break Up

69. Shortly thereafter, Plaintiff and Associate Trif stopped dating. Almost immediately following the breakup, Partner Modugno, Partner Mulvaney and Associate Trif all stopped giving Plaintiff assignments.

70. Partner Modugno, Partner Mulvaney and Associate Trif also stopped treating Plaintiff in a familiar, friendly manner and generally ignored her.

71. Plaintiff was shocked that even though she had excelled at all of the assignments given to her, Partner Modugno, Partner Mulvaney and Associate Trif all stopped giving her assignments just because she and Associate Trif stopped dating.

72. Due to Defendant's failure to maintain a Human Resources Department of any kind, Plaintiff had no neutral third party to approach about the situation.

Plaintiff Learns that Defendant Knew her Summer Direct Report Regularly Harassed Females

73. In or about February 2011, rumors spread through Defendant's office that Plaintiff's former Summer Internship Direct Report had been fired from a different law firm for claims of sexual harassment.

74. Plaintiff was shocked to overhear several senior employees discussing the charges against the Direct Report and recalling multiple instances of his illegal behavior at Defendant. It

was clear that Defendant was and had always been aware of the Direct Report's sexual harassment of females at Defendant. Plaintiff was offended that Defendant had assigned her and other females a Direct Report who was known to be a sexual harasser and disappointed that they had not only allowed the behavior to continue, but in fact given the Direct Report the power and opportunity to sexually harass young female associates.

Plaintiff Seeks Work in Newark Office and in the Bankruptcy Group

75. Since she was no longer getting work assignments from Partner Modugno, Partner Mulvaney or Associate Trif, Plaintiff sought additional assignments from the Bankruptcy Group in the Newark Office and other offices. Plaintiff repeatedly expressed her desire to be assigned to large matters that required heavy billing. She began working on a number of small cases throughout the firm in multiple practice areas.

Plaintiff Gets Herself Work by Bringing in a Client

76. In a major achievement for a first year associate, Plaintiff was also able to bring in a sizeable client. Though she was publicly lauded for this achievement and told she would be "compensated," Plaintiff's bonus, upon information and belief, was the same or less than that of male associates who had not brought clients in. Upon information and belief, Plaintiff was not financially or otherwise credited for generating business despite being told that she would be.

Plaintiff Receives Very Positive Reviews at her May 2011 Review

77. At her May 2011 review, Plaintiff received stellar feedback and reviews. Partner Jeffrey Bernstein conducted the review. Though her requests for substantive assignments were largely ignored over the course of the year, Plaintiff was able to keep her hours up during the first half of 2011 by working on the case she brought in and by volunteering for and taking on

any assignments that she could get.

78. Plaintiff was told that she was the most efficient associate in the Bankruptcy Group, and that she had the least hours "written off."

79. Plaintiff reminded Partner Bernstein that she was eager to take on challenging assignments and that she was happy to work nights and weekends in order to gain experience. Partner Bernstein told Plaintiff that he would "see what they could do."

Defendant Promotes an Outside Male Attorney over a Female Associate

80. In or about June 2011, Defendant hired David P. Primack, Esq., to join as of counsel to the Bankruptcy Group. Mr. Primack had previously worked as an associate at the law firm of Drinker Biddle & Reath for approximately eight years.

81. Plaintiff and other female associates were appalled that Defendant had passed over a female associate, Ms. Nicole Leonard, who also had eight years' experience, including three years of bankruptcy clerking experience and five years at Defendant.

82. Upon information and belief, Ms. Leonard has never received a promotion. Several male attorneys with less experience have surpassed her.

83. It was discussed amongst the female attorneys that it was highly unlikely for female attorneys to be promoted at Defendant, as evidenced by the very low percentage of female Of Counsel and Partners at the firm at all times during Plaintiff's employment, and, upon information and belief, before and after her employment.

Plaintiff Realizes that a Male Associate is Blatantly Favored

84. In or about the fall of 2011, Defendant's Bankruptcy Group opened a new office in Wilmington, Delaware (the "Wilmington Office").

85. To Plaintiff's surprise, during her employment with Plaintiff, no one from the Bankruptcy Group had spoken to her about the Wilmington Office prior to its opening, even though she had recently clerked at the Federal Bankruptcy Court in Wilmington, Delaware and was well familiar with the court system and legal community there.

86. Plaintiff learned that Defendant had chosen her male peer, Associate Applebaum, to work in the Wilmington Office.

87. On or about September 22, 2011, Defendant's entire bankruptcy group was invited to attend the grand opening of the Wilmington Office. Plaintiff decided to work from the Wilmington Office on that day to cut down on travel time.

88. During her day in the Wilmington Office, Plaintiff was amazed to see that Associate Applebaum was given a lead role on many substantive matters at the Wilmington Office. Associate Applebaum was allowed and encouraged to strategize about cases, and to take the lead in client and/or opposition communications. He generally seemed to have free rein at the Wilmington Office and appeared to be of equal footing with the more experienced attorneys working there.

89. Upon information and belief, the level of input, responsibility and substantive control that Associate Applebaum was given far exceeded the level of responsibility that Plaintiff and other female associates were granted. In fact, Associate Applebaum enjoyed far more responsibility than female associates several years senior to him.

90. Since the Wilmington Office appeared to be open to first year associates performing substantive work, Plaintiff volunteered to do work for them. In addition to offering to help with any assignments, she also volunteered to coordinate and organize networking events

for the new office. She volunteered to introduce the Bankruptcy Group to the judicial community in the Delaware Bankruptcy Court whom she knew from clerking.

91. Though she offered to be involved on many occasions, Plaintiff was completely excluded from the Wilmington Office while Associate Applebaum was embraced.

92. Upon information and belief, the consistent flow of work assigned to Associate Applebaum enabled him to qualify for the highest bonuses every single review period. Upon further information and belief, these bonuses were significantly higher than the bonuses received by female associates of the Bankruptcy Group and female associates in general.

93. Due to Defendant's failure to maintain a Human Resources Department of any kind, Plaintiff had no neutral third party to approach about the situation.

Plaintiff Learns that Female Associates are Required to Sign "Releases" in Order to Socialize with Male Attorneys

94. Though Plaintiff attempted to look past persistent evidence of the "Old Boys Club" ingrained at Defendant, multiple events continued to occur that made the gender discrimination and inequality impossible to ignore.

95. At some point, for example, a well-connected Of Counsel at Defendant told Plaintiff that several Defendant Associates had been out together the night before.

96. Plaintiff asked why she had not been invited. The well-connected Of Counsel responded that Plaintiff was not invited because she had not signed "the release." He further explained that no female attorneys were allowed to go out with the male attorneys after work outings unless they signed a release and confidentiality agreement.

97. Plaintiff asked the well-connected Of Counsel if he was joking, but to her dismay, he assured her that he was not.

98. She told him that she would never sign a release and he told her that she would never be invited out if she did not sign a release.

99. Thereafter, Plaintiff was never invited to certain after work outings with the male attorneys. Upon information and belief, other female associates did attend such after work outings with male associates, but only after they agreed to sign the required release and confidentiality agreement.

100. Many female attorneys at Defendant expressed disgust and dismay about the sexist release requirement. Upon information and belief, male attorneys were not required to sign the release.

101. Due to Defendant's failure to maintain a Human Resources Department of any kind, Plaintiff had no neutral third party to approach about the situation.

Associate Applebaum Continues to Get Superior Assignments and is Treated as Senior to Plaintiff

102. After repeatedly asking for work from the Wilmington Office, Plaintiff finally received some small, first-year level assignments.

103. Conversely, upon information and belief, Associate Applebaum was never or rarely ever assigned first-year associate work by any of the Bankruptcy Group partners. In fact, Associate Applebaum continued to receive sought after assignments and enjoy great interaction with clients and opposing counsel, as well as a far deeper level of involvement in cases than Plaintiff ever enjoyed.

104. Plaintiff quickly realized that she was being treated as junior to Associate Applebaum. She was astounded when she realized that Associate Applebaum was being copied on emails assigning her work. Plaintiff was not copied on emails assigning work to Associate

Applebaum.

105. Due to Defendant's failure to maintain a Human Resources Department of any kind, Plaintiff had no neutral third party to approach about the situation.

Partner Modugno Gives Plaintiff Work Again, But It's Not Billable

106. In or about November of 2011, Plaintiff was happy to once again receive an assignment from Partner Modugno. Even though the assignment was non-billable, Plaintiff was relieved that Partner Modugno seemed to have looked past her breakup with Associate Trif and recognized the value of her work. She felt confident that he would again start giving her assignments. Instead however, Partner Modugno assigned her only non-billable, busy work more suitable to a paralegal or new attorney. Plaintiff felt that she was being punished.

107. Due to Defendant's failure to maintain a Human Resources Department of any kind, Plaintiff had no neutral third party to approach about the situation.

Plaintiff's December 2011 Review

108. In December of 2011, Plaintiff received a very positive review from Partner Bernstein and was awarded a small raise and a bonus.

109. Plaintiff asked Partner Bernstein to help develop her career and abilities by assigning her more substantive work, more responsibilities, and more opportunities to attend court appearances and interact with clients--opportunities her male counterparts were given. She asked to be assigned a mentor, and asked for opportunities to be involved in and participate in building business - all things that Associate Applebaum was getting from Defendant.

110. Partner Bernstein told Plaintiff that her desire for substantive work was noted and that they would consider her for challenging assignments but he also warned her that Defendant

would not "change overnight" and implied that she should look for employment elsewhere if she was unhappy at the firm. Plaintiff took the comment as a warning that the disparity of gender treatment at Defendant was purposeful.

The Gender Discrimination Worsens

111. In or around December 2011 or January 2012 Defendant's Newark office brought in a large, substantive matter (the "Sportcraft Matter"), which the attorneys in the Bankruptcy Group were excited about. The new case created an overwhelming amount of work, and Plaintiff was looking forward to being given the substantive assignments she had continuously requested.

112. Instead, she discovered that Associate Applebaum had been assigned to the case.

113. Upon information and belief, Associate Applebaum already had more work than the female associates who had been passed over. The assignment allowed Associate Applebaum to continue to bill far more extensive hours and gain invaluable experience than his female counterparts, which allowed him to earn significantly higher bonuses.

114. Plaintiff recalled that Associate Trif had also been favored over female associates and that no females had been part of the Partner Modugno inner circle.

115. Due to Defendant's failure to maintain a Human Resources Department of any kind, Plaintiff had no neutral third party to approach about the situation.

Senior Female Attorneys Point Out Instances of Blatant Gender Discrimination

116. Plaintiff discussed the issue with other female associates at Defendant who agreed that Defendant discriminated against its female attorneys. It was commonly believed amongst female attorneys at Defendant that male associates were favored in all aspects of employment,

including their terms of compensation and career development.

117. Plaintiff learned from senior female attorneys that gender discrimination was a common and pervasive practice at Defendant and that her suspicions that an "Old Boys Club" was in play were absolutely true.

118. Plaintiff learned of several specific instances of gender discrimination at Defendant. She also learned that there was a huge gap between the compensation that Defendant paid its male and female associates and the way that associates were developed. She learned that it was the common experience that female attorneys were simply not given the same opportunities as male associates at Defendant.

119. Plaintiff learned that many other female associates were frustrated by the lack of a Human Resources Department and were too scared to complain about the discrimination to their male superiors, who themselves imposed and/or benefitted from the gender discrimination.

Defendant Bizarrely Includes Minority Female Associates in Client Meetings to Suggest Diversity

120. Disturbingly, Plaintiff learned that Defendant did sometimes include minority female attorneys in important client meetings, but only when the clients were also minorities. Plaintiff was especially appalled when she learned that at least one minority female associate was regularly asked to attend client meetings for cases that she did not ever work on in any other way.

121. Though it was known amongst some of the Defendant employees that the minority associate was offended and appalled to be used in such a racially discriminatory way, she had no one to complain to because of Defendant's failure to maintain a Human Resources Department.

Defendant's Female "Retreat" is Vastly Inferior to the Male Retreat

122. Bizarrely, in or about March of 2012, Plaintiff was forced to attend a Defendant sponsored weekend "retreat." The retreat was kept secret. The Partners that Plaintiff reported to were not informed of the retreat, and she was not allowed to bill the trip as work related though she was forced to miss a day of work.

123. Plaintiff learned that only seven, out of approximately forty-five female associates, had been asked to attend the retreat. No one was able to explain to Plaintiff the reason for the retreat, or why Plaintiff was chosen to attend, despite her many questions about the retreat.

124. When she arrived at the retreat, Plaintiff learned that only four associates were in attendance. There did not appear to be a purpose for the retreat and it appeared to have been hastily thrown together. The attendees were left wondering what the point of the retreat was.

125. Plaintiff learned that the firm regularly held large, male only golf retreats where male attorneys had the opportunity to interact extensively with Defendant's most prominent Partners. The women at the small female retreat did not have the same opportunities.

126. Upon information and belief, the female only retreat was intended to create the appearance of gender neutrality, but was in all ways gender-unequal.

Plaintiff Is Not Allowed to Sign Pleadings but Associate Applebaum Is

127. In or about the Spring of 2012, Plaintiff was asked to take over the work of another associate on the Sportcraft Matter. While reviewing the documents related to the case, Plaintiff learned that Associate Applebaum had been allowed to sign the case pleadings. Plaintiff had never been allowed to sign or file pleadings in major cases under her name.

128. Thereafter, Plaintiff drafted motions, but she was not allowed to file them under her name as Associate Applebaum was. Although she spoke to her superiors about the discrepancy, she was not given a sufficient explanation for the disparity.

Plaintiff is Over Burdened with Non-Billable Assignments, While Applebaum is Assigned None

129. Frustratingly, instead of getting more substantive work, Defendant, in retaliation to Plaintiff's complaints of disparate treatment, burdened her with non-billable work.

130. Plaintiff became concerned that she would not be able to meet her billing requirements by her mid-2012 review, due to the large amount of non-billable work she was forced to do.

Defendant Lies to Plaintiff About the Non-Billable Work

131. In or about May of 2012, Plaintiff approached Partner Bernstein and told him that she was concerned that she was being assigned a disproportionate amount of non-billable work.

132. Partner Bernstein and Partner Bressler conversed about the issue and reported back to Plaintiff that "everyone in the group" was receiving an equal amount of non-billable work. Partner Bressler specifically assured Plaintiff that all associates were assigned an equal amount of non-billable work.

133. Plaintiff was unconvinced and accessed Defendant's billing records, which are available to all attorneys at the firm As she had suspected, her non-billable assignments included almost 65 hours of work. Associate Applebaum's non billable work for the same period included just a half an hour.

134. Plaintiff reported her findings to her practice group administrators, who knew or should have previously known about the disparity.

Plaintiff Receives a Great Review But is Warned to Stop Complaining

135. At her July 2012 mid-year review, Plaintiff again receives a positive review and a bonus. Plaintiff was told that she would likely be disappointed because her bonus was only $3,000, but that she should be happy, because many firms do not give a bonus at all.

136. Plaintiff told Defendant that she wanted the opportunity to earn higher bonuses and, as she had often done, asked to be given more assignments and to be staffed on bigger cases like Associate Applebaum.

137. Partner Bressler explained to Plaintiff that she would have to work more hours if she was assigned to bigger cases. Plaintiff assured Partner Bressler that she knew that and that she wanted to work more hours so that she could earn larger bonuses and gain experience. Plaintiff specifically told Partner Bressler that she would be "happy to work more hours" and that she had never had a problem with hours.

138. Strangely, Partner Bressler told Plaintiff that he was reluctant to assign her more work because he was concerned she would not commit to it due to her "unhappiness" with the way things are run at Defendant.

139. Plaintiff responded, "I have never had an issue working long hours or working late, or working weekends. I welcome any work associated with bigger cases and I don't mind the extra hours. While larger cases mean more work, they will also mean better experience, and will give me the opportunity to earn bigger bonuses and be promoted."

140. Partner Bressler conceded that attorneys "who get staffed on bigger cases do bill more, and do get bigger bonuses."

141. Partner Bressler again told Plaintiff "we will see what we can do." Plaintiff

pointedly stated that she wanted to be "equally active, like [Associate Applebaum.]"

142. In or about the summer of 2012, Plaintiff also raised the issue of disparate treatment with Partner Bernstein, who responded that Plaintiff "seemed to be looking for a systemic change that would not happen at Defendant."

Plaintiff Continues to Devote Herself to Defendant

143. Still, Plaintiff was committed to succeeding at Defendant. In the summer of 2012, Plaintiff formally presented her ideas on how to better market and grow Defendant's Bankruptcy Group. The Bankruptcy Group Partners were highly impressed with Plaintiff's presentation, and Defendant started implementing several of her ideas. Plaintiff was also asked to start and chair an online publication committee.

Plaintiff is Assigned to and Excels on A Large Case

144. In or about August of 2012, Plaintiff was thrilled to be assigned to the Christ Hospital matter, her first major assignment at Defendant. The assignment allowed her significant billing and gave her strong developmental experience. She also oversaw a junior associate on the matter.

Associate Applebaum is Inexplicably Given one of Plaintiff's Cases Because She is "Busy"

145. Soon, Partner Eric Perkins ("Partner Perkins") of the Bankruptcy Group told Plaintiff that he was reassigning a major component from one of her other cases (the "SDNY Matter") to Associate Applebaum because she was "busy." Plaintiff assured Defendant that she had more than enough time to draft the Plan of Reorganization, an important and pivotal portion of the SDNY Matter.

146. Plaintiff told Partner Perkins that she definitely had the time-and wanted to- draft

the Plan of Reorganization. She also told him that it made the most sense for her to draft it since she was intimately familiar with the case, and Associate Applebaum had never worked on the matter. Partner Perkins replied, "[Associate Applebaum] will take care of it. You have other things."

147. Plaintiff was shocked. Upon information and belief, Associate Applebaum was almost always far busier than Plaintiff, and assigned far more substantive work, yet she was never given any of his most important assignments.

148. Upon information and belief, Partner Perkins' decision to take substantive, experience producing work away from Plaintiff was in retaliation for her complaints of discrimination.

149. Due to Defendant's failure to maintain a Human Resources Department of any kind, Plaintiff had no neutral third party to approach about the situation.

Plaintiff is Forced to Fix Applebaum's Work on her Case

150. Associate Applebaum, being unfamiliar with the SDNY Matter, or the Local Rules of the Southern District of New York (where Associate Applebaum was not admitted, unlike the Plaintiff) was not able to effectively draft and file the requisite motion papers associated with the Plan of Reorganization.

151. When it was discovered that Associate Applebaum was unable to properly complete the SDNY Matter assignment, instead of asking Associate Applebaum to correct his filing, Partner Perkins directed Plaintiff to correct the assignment.

152. Due to Defendant's failure to maintain a Human Resources Department of any kind, Plaintiff had no neutral third party to approach about the situation.

Plaintiff Asks Partner Bressler For Specific Bonus Guidelines

153. Frustrated by the favoritism that Associate Applebaum continued to enjoy, and confused by the vague and unclear revised guidelines that circulated within Defendant with respect to associate performance and bonuses—which appeared to lack any objective measures—Plaintiff specifically asked Partner Bressler to tell her what her growth and earning potential was and how she could achieve it.

154. Plaintiff told Partner Bressler that she continued to notice that Associate Applebaum regularly received substantive work, and that she would also like to regularly receive substantive work so that she too could earn higher bonuses, gain experience and ultimately move up within Defendant.

155. She again told him that she was happy to put in the hours and that she wanted the experience. She explained to Partner Bressler that she wanted to understand the bonus structure so that she could understand what she needed to bill in order to qualify for higher bonuses.

156. Partner Bressler refused to give her an answer. He simply told her that bonus goals were "not specific," except for the minimum bonus goal.

Plaintiff Stops Getting Assignments

157. In November, the Christ Hospital assignment ended, and Plaintiff was left with little to do. She again began trying to get any assignments that she could in order to keep her billable hours up.

Plaintiff is Shocked by A Slightly Negative December Review

158. At her December 27, 2012 review, Plaintiff was praised for her work on the Christ Hospital Matter and learned that she had met her hours and qualified for a bonus.

159. Strangely, she was criticized for billing too many hours on one case earlier in the year. When she pressed for specific examples and asked why she had not been told about the billing issue at the time, she was given no explanation. Plaintiff found the negative remark bizarre, since no one had ever informed her that there was an issue.

Plaintiff Complains of Gender Discrimination at Her Review

160. Plaintiff told Partner Bressler and Partner Bernstein that she had very serious concerns about a lack of equality at the firm. She let the Partners know that male associates received preferential treatment and were given better opportunities. She told them it was frustrating to have to constantly struggle to find work when male associates were being showered with work. She stated that work did not appear to be assigned in an equal manner.

161. The Partners conducting the review told Plaintiff that they had no idea what she was talking about. They also told her that what she was saying was not true and dismissed her concerns about inequality outright.

162. Plaintiff let the Partners know that she felt very strongly that she was at a disadvantage because of her gender.

163. Partner Bressler told Plaintiff in no uncertain terms that it was not true that she was disadvantaged because of her gender or that anyone received preferential treatment.

164. Plaintiff stated that she knew that there was inequality and discrimination at the firm because she had witnessed Associate Applebaum getting preferential treatment, and that she knew that Associate Trif also received preferential treatment.

165. She told them that Associate Trif explained that he was always able to make the highest bonuses because he was regularly assigned work from powerful Partners and because he

was never assigned non-billable work.

166. She explained that she had dated Associate Trif and that he had shared many examples of preferential treatment with her.

167. She explained to them that even the way that she and Associate Trif had gotten to know each other was based on preferential treatment-she had only been assigned to a case because Partner Modugno had, unbeknownst to her at the time, wanted to set her up with Associate Trif. She also pointed out that she had been "blacklisted" from actual work—and punished with non-billable work—after she and Associate Trif stopped dating.

Defendant Has No One to Report the Claim of Discrimination To

168. Partner Bressler advised Plaintiff that he was "going to have to tell someone" about the fact that she felt that she did not get assignments and was treated negatively following her breakup with Associate Trif.

169. Partner Bressler stated that he did not know whom to tell and that he would have to think about it. Given Defendant's failure to maintain a Human Resources Department, Plaintiff was not surprised that Partner Bressler did not know "whom to tell."

170. Plaintiff became highly concerned about whom Partner Bressler was going to tell, and realized that it would probably be one of Defendant's male superiors who implemented and/or benefitted from Defendant's discriminatory practices.

171. Plaintiff advised Partner Bressler that she just wanted to move forward and receive fair treatment. She expressed worry that she would be retaliated against for raising concerns and that she was just using past examples to explain why she believed that there was

gender discrimination at Defendant. She insisted that she was happy to move forward and stated that she did not feel comfortable getting other supervisory attorneys involved.

172. Partner Bressler advised Plaintiff that he "had to tell," and would let her know when he figured out whom to tell.

Associate Applebaum is Assigned a Newark Case Instead of the Newark Female Associates

173. In or about late December of 2012, Defendant's Newark Bankruptcy Group learned that new assignments would be coming down in a pending bankruptcy case. The Associates were relieved as rumors had been spreading that the Bankruptcy Group was experiencing "a decline" in work.

174. Plaintiff was especially happy as her workload was alarmingly light.

175. Instead, Plaintiff was disappointed to learn that Associate Applebaum had been assigned to the case instead of Plaintiff or one of the other female associates in the Newark office.

176. The assignment simply did not make sense as Associate Applebaum worked in the Wilmington Office, approximately two hours away from the Newark Courthouse, and was already far busier than the female associates in the Newark office.

177. In fact, Associate Applebaum had, upon information and belief, been staffed on the Newark case since its inception in or about May of 2012. Plaintiff was shocked by what appeared to be a secret assignment of a Newark case to a male associate in an office in a different state.

178. Plaintiff went to Partner Bernstein and requested that she be assigned to the matter. Partner Bernstein told Plaintiff that Associate Applebaum had already been assigned to

work on the matter, but that he would see if it he could get her any assignments.

179. Plaintiff was subsequently assigned insignificant, first year projects.

180. Meanwhile, Associate Applebaum was performing significant work on the matter.

181. As always, due to the preferential treatment that he received, Associate Applebaum was easily able to bill significant hours and earn significant bonuses, while Plaintiff and other female associates struggled to find assignments in order to bill their minimum required hours.

182. Plaintiff learned that Partner Bressler had advocated to give other perks to Associate Applebaum that were not afforded to female associates, including having his wireless service paid for so that he could work while commuting or when away from the office.

183. Plaintiff could not understand why Associate Applebaum was regularly given superior assignments, special perks and assigned more work than Plaintiff, even though Plaintiff's educational and professional achievements were stronger than his.

Plaintiff is Told to Bring Work in to Meet Her Billables

184. As always, Plaintiff proactively sought work. She was caught off guard when Partner Bressler and Partner Bernstein responded to her inquiries by telling her that she should get work from other groups and focus on bringing in new clients.

185. Plaintiff started doing small assignments for at least five different practice groups.

186. While she was getting little to no bankruptcy work, Associate Applebaum was completely swamped with bankruptcy work.

Plaintiff Objects to Being "Frozen Out" and Asks For Work

187. In or around February of 2013, Plaintiff called Partner Bressler and told him that

the discrimination and inequality she complained of at her review was continuing. She asked why Associate Applebaum was assigned to a significant Newark matter while she and the other female associates in the Newark office were passed over. Plaintiff told Partner Bressler that she felt that she was being "frozen out" and noted that, despite her repeated requests for work, she simply was not getting any. She asked him why Associate Applebaum was getting so many assignments.

188. Partner Bressler explained that they had had to "act quickly" and that Associate Applebaum had already worked with – and worked well with—the Partner who was assigned to the case, so "it only made sense" for Associate Applebaum to get the assignment.

189. Plaintiff noted that Partner Bressler's explanation did not explain why a case filed in Newark was given to an associate in a different state.

190. Partner Bressler stopped the conversation by stating, "I will try to get you some work."

Plaintiff Is Assigned Very Little Work and Is Concerned For her Job

191. Thereafter, Plaintiff received only very small, first year assignments. She was not as busy as any of the other associates.

192. Upon information and belief, Defendant marginalized Plaintiff in retaliation for her repeated complaints about gender inequality and discrimination.

Defendant Tells Plaintiff she has to Report Partner Modugno

193. On or about March 12, 2013, Partner Bernstein and Partner Bressler contacted Plaintiff and told her that they had been thinking about the things she had said at her December review. Plaintiff was initially hopeful that Defendant had decided to address the blatant

inequality, but instead, Partner Bressler told her that he had decided that she had to report Partner Modugno for giving her so much non-billable work after her break up with Associate Trif.

194. Plaintiff was frustrated that the Partners did not seem concerned about the ongoing inequality and got the impression that they were interested in seeing Partner Modugno investigated for reasons motivated by law firm politics, as opposed to addressing gender discrimination.

195. Plaintiff responded by asking who she was expected to report it to. She noted that she did not feel comfortable reporting any of her experiences to a Partner at Defendant, and asked if there was someone who could act as a Human Resources Representative.

196. The Partners responded that they still did not know who she was going to report it to, but that they would get back to her with a name.

197. Plaintiff explained that she did not want to talk to Defendant's office manager, CFO, or Recruiter (who was dating the CFO[1] and was a very close family friend of Defendant's Managing Partner) about it because she thought it would negatively impact her career at Defendant.

198. Partner Bressler responded, "Well, it has to be reported, so we are going to have to figure out whom to report it to."

199. Plaintiff was surprised that they had not been able to figure out who it should be reported to before they called her back.

A Powerful Partner in the Employment Group Demands a Statement from Plaintiff

[1] Upon information and belief, at one point, Defendant did employ a Human Resources Manager, but that person was terminated when she reported the relationship between the Recruiter and the CFO and stated that it was inappropriate.

200. Soon, Plaintiff was visited by John Peirano, the head partner of the Labor & Employment Group at Defendant's Morristown office ("Head Partner Peirano"). Plaintiff had heard several complaints about the negative and abusive way that Head Partner Peirano treated female attorneys. In fact, Head Partner Peirano was known throughout the firm as having "issues" with female attorneys.

201. Plaintiff advised Head Partner Peirano that even if she did want to make a report, she would not feel comfortable making a report to him being that he is one of the head partners of Defendant and there was an obvious conflict of interest.

202. Plaintiff told Head Partner Peirano that, in fact, since the Defendant employed no Human Resources personnel she was not sure to whom she could make any possible complaints.

203. Head Partner Peirano responded, "Well, no, there is Sarah Clarke. She is the office manager, and she is the HR person for the support staff. I am the HR person for attorneys."

204. Plaintiff responded, "Even if you are the HR person for Attorneys, I feel very uncomfortable speaking to you because you are a head partner in this firm and I am concerned it would affect my career."

Defendant makes Plaintiff Report to Associate Applebaum

205. In April of 2013, Plaintiff was assigned small, insignificant "overflow" work on the Newark case that Associate Applebaum was assigned to.

206. When Plaintiff submitted her work to the Partners on the matter, Associate Applebaum responded to Plaintiff with orders directing her to make revisions to the pleadings.

207. Plaintiff asked Partner Bressler if Associate Applebaum was now supposed to

review her work.

208. Partner Bressler replied, "I don't know, maybe he was trying to be helpful."

209. Plaintiff asked Partner Bressler for a conference. She expressed concern that the only response to her complaints of discrimination was to make Associate Applebaum senior to her.

210. Plaintiff reminded Partner Bressler that it was very apparent that Associate Applebaum was billing through the roof, while all of the female associates were desperately searching for work.

211. Partner Bressler responded, "Well, everyone really likes his work."

212. Plaintiff responded, "I haven't had the opportunity to show anyone my work or to develop or improve, because everything is getting assigned to [Associate Applebaum]."

213. Partner Bressler failed to respond and instead told Plaintiff that she should focus on "trying to bring in clients."

Plaintiff is Treated Coldly at the Firm Retreat

214. In or about May of 2013, Plaintiff attended Defendant's 30th Year Anniversary Retreat with her fiancé. Plaintiff was mortified and humiliated when the Partners she worked for shunned her and her fiancé. Plaintiff's fiancé was shocked at the distant treatment that they received.

215. Upon information and belief, Plaintiff was treated poorly in retaliation for complaining about gender discrimination.

Firm Billing Statistics Showcase the Inequality and Retaliation

216. Plaintiff was assigned very little bankruptcy work in May and June of 2013, but

she was able to scrounge up hours by covering depositions for a class action lawsuit. She worked on the case peripherally and enjoyed little to no substantive development due to her work on the depositions. Still, she was relieved to simply have any work at all. Upon information and belief, these depositions, and other non-substantive, "busy" assignments, were largely covered by female associates desperate for hours.

217. Upon information and belief, Associate Applebaum meanwhile, continued to enjoy multiple substantive bankruptcy assignments.

218. A review of each Plaintiff's billing as compared to Associate Applebaum' s billing from January 2013 through June 2013, showcases the drastic difference in the amount of work assigned.

219. Between January and June 2013, each of the female bankruptcy associates billed on average between 110 and 142 hours per month. Mr. Applebaum was able to bill 189 hours per month on average for the same period.

220. Between January and May 2013, Plaintiff received barely any bankruptcy assignments, and, despite her repeated requests for work, was able to bill only 71.6, 79.8, 104.9, 133.6, and 106.3 hours each month, respectively. Associate Applebaum's billing was far higher at 204, 172.7, 179.2, 184.6, and 205.9 each month, respectively, for the same period. Upon information and belief, almost all of the said billable hours for Mr. Applebaum were for bankruptcy work.

221. Despite these objective numbers, Defendant refused to admit that any discriminatory treatment existed.

Plaintiff is Terminated for "Lack of Work"

222. At the beginning of July 2013, Partner Perkins e-mailed Plaintiff instructing her to attend a meeting in the Newark office on July 9, 2013. Partner Bressler, the Firm's CFO John Dunlea ("CFO Dunlea"), and Ms. Sarah Clark, the Newark office manager, were all copied on the email.

223. On July 9, 2013, Plaintiff arrived at the meeting and Partner Bressler informed her that she was being let go due to insufficient work in the Bankruptcy Group. Plaintiff responded, "Ok, are all of the associates being eliminated?" She was told that they were not. Defendant refused to tell Plaintiff who else was being let go.

224. Plaintiff then asked what criteria were used to determine who would be laid off. CFO Dunlea responded "Productivity" and Partner Perkins responded "Primarily seniority."

225. Plaintiff then asked CFO Dunlea if he was aware that she had made complaints about gender discrimination during her employment.

226. CFO Dunlea said that he was not aware of any such complaints.

227. Plaintiff turned to Partner Bressler and said, "[Partner Bressler], you remember that we talked about this." Partner Bressler responded, "Yes, I remember that you talked about this… to me."

228. Plaintiff was taken aback by Partner Bressler's response and again asked him to confirm that she had made complaints of gender discrimination to him. Partner Bressler conceded that Plaintiff had made such complaints to him. Strangely, none of the Defendant employees in the meeting inquired as to what the complaints of gender discrimination were about.

229. Not surprisingly, Associate Applebaum was not let go and, upon information and

belief, continues to enjoy a lucrative and advancing career at Defendant.

The Bankruptcy Group Immediately Hires Another Male Attorney

230. Although Defendant advised Plaintiff that her termination was "due to a lack of work in the Bankruptcy Department," on August 2, 2013, less than one month after Plaintiff learned of her impending termination, Defendant announced that the Bankruptcy Group had hired a male attorney, Matthew Denn.

Defendant's Employment Statistics Showcase their Blatant Gender Discrimination

231. Plaintiff's First Year Associate Class consisted of eight male and eight female associates. As of December 2013, seven of the eight male associates remained, but six of the eight female associates had left Defendant. Upon information and belief, the retention of male attorneys is similarly disproportionately higher in each of Defendant's Associate classes.

232. As of November 2013, there were one hundred and twelve (112) Partners at Defendant. Ninety-eight (98) of the Partners were male; only fourteen (14) were female.

233. As of November 2013, there were seventy-five (75) Of Counsel attorneys at Defendant. Sixty two (62) of the Of counsel Attorneys at Defendant were male; only thirteen (13) were females.

CONCLUSION

234. Upon information and belief, as a direct result of Defendant's blatant gender discrimination, male associates have and continue to out earn female associates in base pay and bonus compensation, receive significantly more "perks" and are more likely to be excused from Defendant "requirements" such as completing a judicial clerkship.

235. Plaintiff and other female attorneys were and continue to be treated less favorably than male employees and, upon information and belief, are replaced by male employees.

236. It is illegal to discriminate against an employee because of their gender.

237. There is no other "reasonable factor" that is the basis for the disparate compensation, assignments, and the other adverse employment decisions, including the employment termination.

238. Plaintiff has not filed the same or similar charges with any state or local agencies.

239. We ask that any and all correspondence be directed to Plaintiff's counsel, whose information is set forth below.

AS AND FOR A FIRST CAUSE OF ACTION
(Gender Discrimination Under Federal Law)

240. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "239" as if set forth herein.

241. Plaintiff was a woman at all relevant times herein and therefore a member of a protected class under 42 U.S.C. §§ 2000 et seq.

242. Plaintiff was qualified to work as an employee for Defendant and she satisfactorily performed the duties required by the position she held at Defendant.

243. Defendant subjected Plaintiff to sexual harassment, disparate treatment, a hostile work environment, retaliation and an atmosphere of adverse employment actions and decisions that culminated in Plaintiff's discharge, because of her gender.

244. By reason of Defendant's violations of Plaintiff's rights, Plaintiff has suffered a loss of monetary and other benefits associated with her employment.

245. As a further direct and proximate result of Defendant's unlawful employment practices, Plaintiff has suffered physical manifestations of stress, extreme mental anguish, outrage, severe anxiety about her future and her ability to support herself and her family, harm to her employability and earning capacity, painful embarrassment among her family, friends, and co-workers, damage to her good reputation, disruption of her personal life, and the loss of enjoyment of the ordinary pleasures of everyday life.

AS AND FOR A SECOND CAUSE OF ACTION
(Gender Discrimination-Sexual Harassment)

246. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "245" as if set forth herein.

247. Plaintiff is a woman and therefore a member of a protected class under the New York State and New York City Human Rights law.

248. Plaintiff was discriminated against because of her gender, in the form of repeated sexual harassment at Defendant.

249. The sexual harassment Plaintiff suffered while employed at Defendant was severe and pervasive, unwelcome by Plaintiff, and would be offensive to a reasonable person.

250. The sexual harassment that Plaintiff suffered while employed at Defendant severely affected the terms and conditions of her employment, as set forth in detail here and above, and created a hostile work environment.

251. Defendant's most senior employees and decision makers witnessed the discrimination. Plaintiff repeatedly objected to the discrimination and reported the harassment to Defendants. Therefore, Defendants knew or should have known about the sexual harassment

and the effect it had on Plaintiff's employment. Yet, Defendants failed to take the necessary remedial actions.

252. As a direct and proximate result of said unlawful employment practices, Plaintiff has suffered the indignity of discrimination, the invasion of her rights to be free from discrimination, and great humiliation, which has manifested in serious emotional stress and physical illness.

253. As a further direct and proximate result of said unlawful employment practices, Plaintiff has suffered extreme mental anguish, outrage, and severe anxiety about her future and her ability to support herself, harm to her employability and earning capacity, painful embarrassment among her family, friends, and co-workers, damage to her good reputation, disruption of her personal life, and the loss of enjoyment of the ordinary pleasures of everyday life.

254. Plaintiff was discriminated against and subjected to sexual harassment that created a hostile work environment by Defendants based on her gender in violation of the New York State and New York City Human Rights Law. As a result of Defendants' violation of the New York State and New York City Human Rights Law, Plaintiff has been damaged in the sum of no less than $1,750,000.

AS AND FOR A THIRD CAUSE OF ACTION
(Gender Discrimination-Disparate Treatment)

255. Plaintiff Repeats and realleges each and every allegation contained in paragraphs "1" through "254" as if set forth herein.

256. Plaintiff is female, and is therefore a member of a protected class under the New York State and New York City Human Rights law.

257. Plaintiff was illegally discriminated against when she suffered disparate treatment at Defendant because she is female.

258. The gender discrimination that Plaintiff suffered while employed at Defendant was severe and pervasive, unwelcome by Plaintiff, and would be offensive to a reasonable person.

259. The gender discrimination that Plaintiff suffered while employed at Defendant severely affected the terms and conditions of her employment, as set forth in detail here and above.

260. Senior employees of Defendant regularly witnessed the gender discrimination. Therefore, Defendant knew or should have known about the discrimination and the effect it had on Plaintiff's employment, but failed to take the necessary remedial actions.

261. As a direct and proximate result of said unlawful employment practices, Plaintiff has suffered the indignity of discrimination, the invasion of her rights to be free from discrimination, and great humiliation, which has manifested in serious emotional stress and physical illness.

262. As a further direct and proximate result of said unlawful employment practices, Plaintiff has suffered extreme mental anguish, outrage, severe anxiety about her future and her ability to support herself, harm to her employability and earning capacity, painful embarrassment among her family, friends, and co-workers, damage to her good reputation, disruption of her personal life, and the loss of enjoyment of the ordinary pleasures of everyday life.

263. Plaintiff was discriminated against and subjected to discrimination that created a hostile work environment by Defendant based on her gender, in violation of the New York State

and New York City Human Rights Law. As a result of Defendants' violation of the New York State and New York City Human Rights Law, Plaintiff has been damaged in the sum of no less than $1,750,000.

AS AND FOR A FOURTH CAUSE OF ACTION
(Retaliation)

264. Plaintiff repeats and realleges each and every allegation contained in paragraphs "1" through "263" as if set forth herein.

265. Because she was an employee of Defendant at all relevant times, Plaintiff is protected from retaliation and retaliatory discharge under New York State and New York City laws.

266. Defendants were aware of the severe and pervasive gender discrimination, sexual harassment, and hostile work environment that Plaintiff was subjected to during her employment.

267. Plaintiff's complaints were repeatedly ignored and discouraged by Defendant in violation of New York State and New York City Human Rights laws as well as Defendant's own internal policies.

268. Plaintiff's protest to Defendants about the severe and pervasive sexual harassment, gender discrimination, and hostile work environment she was subjected to during her employment with Defendant was a protected activity under the New York State and New York City Human Rights Laws.

269. Defendants, unlawfully and without cause, retaliated against Plaintiff because she objected to the incidents of sexual harassment and gender discrimination.

270. The retaliation substantially interfered with the employment of Plaintiff and created an intimidating, offensive, hostile and hostile work environment before terminating Plaintiff in violation of New York State and New York City Human Rights Laws.

271. Defendants knew or should have known about the retaliation and the affect it had on Plaintiff's employment but failed to take any action to stop the retaliatory conduct, and in fact allowed Plaintiff to suffer a retaliatory discharge.

272. As a direct and proximate result of said unlawful employment practices and disregard for Plaintiff's rights and sensibilities, Plaintiff has lost and will continue to lose substantial income including, but not limited to wages, social security, and other benefits due her.

273. Additionally, Plaintiff has suffered the indignity of discrimination and retaliation, the invasion of her rights to be free from discrimination, and great humiliation, which has manifested in serious emotional stress and physical illness.

274. As a further direct and proximate result of said unlawful employment practices, Plaintiff has suffered extreme mental anguish, outrage, severe anxiety about her future and her ability to support herself, harm to her employability and earning capacity, painful embarrassment among her family, friends, and co-workers, damage to her good reputation, disruption of her personal life, and the loss of enjoyment of the ordinary pleasures of everyday life.

275. Plaintiff was discriminated and retaliated against and suffered a retaliatory discharge by Defendant in violation of the New York State and New York City Human Rights Law. As a result of Defendants' violation of the New York State and New York City Human Rights Law, Plaintiff has been damaged in the sum of no less than $1,750,000.

PRAYER FOR RELIEF

WHEREFORE, for the foregoing reasons, Plaintiff demands judgment against Defendant, for all compensatory, emotional, physical, and punitive damages, lost pay, front pay, injunctive relief, and any other relief to which the Plaintiff is entitled. It is specifically requested that this Court grant judgment in favor of Plaintiff as follows:

(i) On the First Cause of Action, awarding Plaintiff compensatory damages in an amount to be determined at trial but in any case no less than $1,750,000.

(ii) On the Second Cause of Action, awarding Plaintiff compensatory damages in an amount to be determined at trial but in any case no less than $1,750,000.

(iii) On the Third Cause of Action, awarding Plaintiff compensatory damages in an amount to be determined trial but in any case no less than $1,750,000;

(iv) On the Fourth Cause of Action, awarding Plaintiff compensatory damages in an amount to be determined trial but in any case no less than $1,750,000;

(v) Awarding Plaintiff the costs and disbursements of this action, including reasonable attorneys' fees, together with such other and further relief as this court deems equitable, proper, and just.

Dated: New York, New York
March 5, 2015

Respectfully submitted,

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