

**SUPREME COURT OF THE STATE OF NEW YORK
BRONX COUNTY**

DANA LEWIS, CRYSTAL WASHINGTON,
KRISTINA ANTONOVA, VERONICA OWUSU,
SERGELINE BERNADEAU, and PAIGE
RODRIGUEZ,

Plaintiffs,

v.

SAHARA PLAZA LLC, d/b/a THE PLAZA HOTEL;
ACCOR BUSINESS AND LEISURE
MANAGEMENT LLC; ACCOR BUSINESS AND
LEISURE NORTH AMERICA, LLC; FAIRMONT
HOTELS & RESORTS (U.S.) INC.; and FAIRMONT
HOTELS & RESORTS (MARYLAND) LLC,

Defendants.

Index No.

SUMMONS

To the above-named Defendants:

You are hereby summoned to appear in Supreme Court at 851 Grand Concourse, in Bronx County, City and State of New York, to file an answer to the enclosed Verified Complaint in this action with the Clerk and to serve a copy of your Answer on Plaintiffs' attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is Plaintiff Owusu's residence in Bronx County.

Dated: Carle Place, New York
August 8, 2017

GOODSTADT LAW GROUP, PLLC

By: _____



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FAIRMONT HOTELS & RESORTS (MARYLAND) LLC
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ACCOR BUSINESS AND LEISURE MANAGEMENT LLC
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ACCOR BUSINESS AND LEISURE NORTH AMERICA, LLC
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VERIFIED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs Dana Lewis, Crystal Washington, Kristina Antonova, Veronica Owusu, Sergeline Bernadeau, and Paige Rodriguez (collectively “Plaintiffs”), by and through their attorneys, Goodstadt Law Group, PLLC, as for their Complaint in this action against Defendants Sahara Plaza LLC, d/b/a The Plaza Hotel, Accor Business and Leisure Management LLC, Accor Business and Leisure North America, LLC; Fairmont Hotels & Resorts (Maryland) Inc. and Fairmont Hotels & Resorts (U.S.) Inc. (collectively, “Defendants,” “The Plaza,” and the “Hotel”), hereby allege as follows:

PRELIMINARY STATEMENT

1. The Plaza Hotel is an historic, century-old New York City landmark, located at the southern edge of Central Park, which also has century-old ideas about how women should be treated in the workplace. While patrons enjoy the iconic culture of The Plaza, many of its female employees are forced to endure a culture of a different type—rape culture—where the institutional attitude has the effect of normalizing and trivializing sexual assault and abuse.

2. In addition to operating as a luxury hotel and condominium apartment building, The Plaza also contains a number of upscale restaurants and dining options, including the famed Palm Court, a large atrium lined with palm trees under a restored stained glass dome.

3. The Palm Court has been a favorite destination for the social and cultural elite of New York for more than a century, immortalized in countless films and books, including *The Great Gatsby* and the famous Eloise at the Plaza.

4. Thousands of tourists likewise flock to The Palm Court each year to have afternoon tea in the elegant, old-world setting and experience its extensive cultural and historical associations.

5. Unbeknownst to the tourists and social and cultural leaders who frequent The Palm Court and The Plaza, however, the female staff members who guide them to their seats and serve their tea are regularly subjected to outrageous and incessant sexual harassment and assault by senior management and their male counterparts.

6. Management of The Plaza is not ignorant of the harassment and abuse these women suffer, including forcible groping and kissing and repulsive sexual remarks. Instead, the very managers who are ostensibly entrusted with protecting their employees and enforcing employment laws are themselves among the worst offenders.

7. Moreover, The Plaza consistently ignores complaints of harassment from its female employees and shields the offenders at every opportunity.

8. Indeed, rather than disciplining the offenders and ensuring a safe and harassment-free workplace, The Plaza instead retaliates against those very victims who have the temerity to complain, in an effort to silence them and protect its own reputation.

9. This institutional indifference and outright hostility to the rights and dignity of its female employees has created and fostered a permissive and toxic culture at The Plaza in which women are routinely treated as sexual objects.

NATURE OF THE CLAIMS

10. This is an action for declaratory, injunctive and equitable relief, as well as monetary damages, to redress Defendants' willful and malicious violations of the New York State Human Rights Law, N.Y. Exec. Law §§ 290, *et seq.* (the "NYSHRL") and the New York City Human Rights Law, New York City Administrative Code §§ 8-101, *et seq.* (the "NYCHRL"), as well as Defendants' negligent retention, hiring and supervision, by exposing Plaintiffs to continuous sexual harassment and assault and by retaliating against Plaintiffs when they complained about that unlawful misconduct.

11. Defendants' conduct was knowing, malicious, willful and wanton and/or showed a reckless disregard for Plaintiffs, which has caused and continues to cause Plaintiffs to suffer substantial economic and non-economic damages, and permanent harm to their professional and personal reputations.

JURISDICTION AND VENUE

12. The Court has personal jurisdiction over Defendants pursuant to Sections 301 and/or 302 of the New York Civil Practice Law and Rules ("CPLR") in that Defendants transact and/or solicit business within New York State, from which they derive substantial revenue.

13. Venue is proper in this County pursuant to CPLR § 503 because Plaintiff Owusu resides this County.

PROCEDURAL REQUIREMENTS

14. Following the commencement of this action, a copy of this Complaint will be served on the New York City Commission on Human Rights and the Office of the Corporation Counsel of the City of New York, thereby satisfying the notice requirement of § 8-502 of the New York City Administrative Code.

15. Following the commencement of this action, Plaintiffs Dana Lewis, Crystal Washington, Kristina Antonova and Sergeline Bernadeau will each file a Charge of Discrimination with the Equal Employment Opportunity Commission (“EEOC”), premised on substantially the same facts as asserted herein. Plaintiffs will seek leave to amend this Complaint to include claims under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, *et seq.*, following receipt of Notices of Right to Sue from the EEOC.

16. Any and all additional prerequisites to the filing of this suit have been met.

PARTIES

17. Plaintiff Dana Lewis, a current employee of Defendants, resides in New York, New York. Ms. Lewis was hired by The Plaza as a Hospitality Coordinator in or around November 2016. At all relevant times, Ms. Lewis worked in New York City and met the definition of an “employee” under all applicable statutes throughout her employment with Defendants.

18. Plaintiff Crystal Washington, a current employee of Defendants, resides in New York, New York. Ms. Washington was hired by The Plaza as a Hospitality Coordinator in or around November 2014. At all relevant times, Ms. Washington worked in New York City and met the definition of an “employee” under all applicable statutes throughout her employment with Defendants.

19. Plaintiff Kristina Antonova, a current employee of Defendants, resides in New York, New York. Ms. Antonova was hired by The Plaza as a Cocktail Server in or around September 2016. At all relevant times, Ms. Antonova worked in New York City and met the definition of an “employee” under all applicable statutes throughout her employment with Defendants.

20. Plaintiff Sergeline Bernadeau, a current employee of Defendants, resides in New York, New York. Ms. Bernadeau began working at The Plaza as a Bartender in or around May 2015. At all relevant times, Ms. Bernadeau worked in New York City and met the definition of an “employee” under all applicable statutes throughout her employment with Defendants.

21. Plaintiff Veronica Owusu, a former employee of Defendants, resides in The Bronx, New York. Ms. Owusu worked at The Plaza as a Hospitality Coordinator between in or around November 2014 and around May 2015. At all relevant times, Ms. Owusu worked in New York City and met the definition of an “employee” under all applicable statutes throughout her employment with Defendants.

22. Plaintiff Paige Rodriguez, a former employee of Defendants, resides in New York, New York. Ms. Rodriguez worked at The Plaza as a Cocktail Server between in or around November 2014 and around May 2015. At all relevant times, Ms. Rodriguez worked in New York City and met the definition of an “employee” under all applicable statutes throughout her employment with Defendants.

23. Defendant Sahara Plaza LLC, d/b/a The Plaza Hotel (the “Sahara”) is a domestic limited liability corporation organized and existing under the laws of the State of New York, with a principal place of business at 768 5th Avenue, New York, New York 10019. Upon information and belief, Sahara Plaza LLC is a subsidiary of the Mumbai-based Sahara Group,

and has owned The Plaza Hotel since in or around November 2012. At all times relevant herein, Sahara Plaza LLC was and is an “employer” or “joint employer” under all relevant statutes.

24. Defendant Fairmont Hotels & Resorts (U.S.) Inc. is a foreign business corporation organized and existing under the laws of the State of Delaware and authorized to do business in New York, with a principal place of business at 410 Park Avenue, New York, New York 10022, and Defendant Fairmont Hotels & Resorts (Maryland) LLC is a foreign limited liability company organized and existing under the laws of the State of Maryland and authorized to do business in New York, with a principal place of business at 410 Park Avenue, New York, New York 10022 (collectively, “Fairmont”). Fairmont, which markets itself as a leading operator of luxury hotels and resorts around the world, manages The Plaza Hotel. At all times relevant herein, Fairmont was and is an “employer” or “joint employer” under all relevant statutes.

25. Defendant Accor Business and Leisure Management LLC is a foreign business limited liability company organized and existing under the laws of the State of Delaware and authorized to do business in New York, with a principal place of business at 3 Park Ave, #37, New York, New York 10016, and Defendant Accor Business and Leisure North America, LLC is a foreign limited liability company organized and existing under the laws of the State of Florida and authorized to do business in New York, with a principal place of business at 3 Park Ave, #37, New York, New York 10016 (collectively, “Accor”). Accor is a multinational hotel management group headquartered in Paris which owns, operates and franchises nearly four thousand hotels across six continents, from budget and economy lodgings to five-star hotels. Accor acquired Fairmont in or around July 2016. At all times relevant herein, Accor was and is an “employer” or “joint employer” under all relevant statutes.

FACTUAL ALLEGATIONS

Defendants Sahara, Accor and Fairmont Jointly Employed Plaintiffs

26. At all relevant times, Plaintiffs were jointly employed by Sahara, Fairmont and Fairmont's parent company Accor.

27. During the course of Plaintiffs' employment with Defendants, Defendant Sahara issued payroll checks to Plaintiffs; however, for all other purposes, Defendant Fairmont controlled the terms and conditions of Plaintiffs' employment.

28. During the course of their employment, Defendant Fairmont employees supervise and otherwise control the conditions of Plaintiffs' employment, including, but not limited to, a shared human resources function.

29. During the course of their employment, Plaintiffs were required to comply with Defendant Fairmont's policies, and, from the time Accor purchased Fairmont in or around July 2016, Plaintiffs were furthermore required to comply with Defendant Accor's policies.

30. Defendants Sahara, Accor and Fairmont have the power to hire and fire employees at The Plaza.

Background

31. Ms. Washington, Ms. Lewis, Ms. Owusu, Ms. Antonova Ms. Bernadeau and Ms. Rodriguez are or have been jointly employed by Defendants at The Palm Court in The Plaza Hotel as Hospitality Coordinators, Cocktail Servers and Bartenders.

32. The Plaintiffs have all been exemplary employees throughout their tenures at The Plaza, as evidenced by the uniformly positive feedback each routinely received from supervisors, coworkers and guests alike.

33. Notwithstanding their outstanding performance, however, the Plaintiffs, together with a litany of other female employees of The Plaza, have been subjected to severe and pervasive verbal and physical sexual harassment and assault by servers and managers at the Hotel from the outset of their employment.

34. Although the victims of this unlawful and egregious misconduct have complained repeatedly about the sexual harassment they experienced—including even formal complaints to Human Resources—the Hotel’s response to those complaints has ranged from indifference to outright hostility.

35. Indeed, rather than take steps to protect its employees, The Plaza has instead attempted to preserve its own reputation by retaliating against the victims in an effort to silence and intimidate them.

Dana Lewis Is Sexually Assaulted By General Manager Christian Floren

36. In perhaps the most egregious example of the unlawful hostile work environment at The Plaza, Ms. Lewis was sexually assaulted on two separate occasions by the General Manager of the Palm Court, Christian Floren, who was the most senior ranking employee at The Palm Court.

37. Ms. Lewis, who began working as a Hospitality Coordinator at The Palm Court, was on a standard probationary period for the first 90 days of her employment.

38. On or about February 16, 2017, toward the end of that probationary period, Floren followed Ms. Lewis into the coat check closet (knowing it is not monitored by surveillance cameras), shut the door behind him, and cornered her.

39. Once inside the coat check closet—and outside the range of security cameras—Floren grabbed Ms. Lewis by the waist and pulled her toward him so that their bodies were touching, and then began forcibly kissing Ms. Lewis.

40. Ms. Lewis attempted to resist, but Floren persisted, saying “*You know you want this.*” Ms. Lewis continued fighting back and reminded Floren that he was married. Floren responded, “*So?*”

41. Finally, Ms. Lewis managed to get free of Floren and escape the closet. Subsequently, several minutes later, Floren again followed Ms. Lewis into the closet, and again groped her and attempted to forcibly kiss her, pulling her shirt out of her pants and leering “*I see you like to play.*” Again, Ms. Lewis fought back, struggled free and escaped the coat closet.

42. Several minutes later, as Ms. Lewis returned to the coat closet to retrieve more menus, Floren followed her a third time and for a third time attempted to kiss her.

43. When Ms. Lewis for a third time physically rebuffed his advances, Floren became despondent, crying “*I don’t understand why you don’t want me.*” He then began to weep, and begged Ms. Lewis not to report his assault to HR.

44. Ms. Lewis, aware of her vulnerable position as a probationary employee and intimidated by Floren’s authority as General Manager, decided against immediately reporting him to HR.

45. However, the following week, on or about February 23, 2017, Ms. Lewis was required to meet with Floren privately in his office to complete her performance review at the expiration of her 90-day probationary period.

46. At the outset of that meeting, Floren sidled his chair next to Ms. Lewis, so that their knees were touching, and began caressing Ms. Lewis's thighs, asking her repeatedly if she was "OK."

47. Floren then took out the performance review form and said, "*You know we don't have to go through this, right?*"

48. When Ms. Lewis asked what he meant, Floren responded that he could just "*check yes*" on all the boxes. At the same time, Floren suggestively moved his hands from Ms. Lewis's thighs toward her genital area and into her pants.

49. Ms. Lewis attempted unsuccessfully to push Floren away, loudly yelling "*Don't touch me.*" Floren nevertheless continued to force his hands down Ms. Lewis's pants, even as she pleaded with him to "*please, please stop.*"

50. When Ms. Lewis was finally able to stand up and extricate herself from Floren's grasp, Floren again began to cry and again begged Ms. Lewis not to go to HR, promising to give her a positive performance review if she agreed not to report the assault.

51. Frightened at the prospect of losing her job, or a negative performance review, Ms. Lewis again acceded to this demand. However, Ms. Lewis promptly disclosed the assault privately to several people.

Crystal Washington Is Continuously Sexually Harassed By Plaza Employees

52. The hostile and permissive culture created by The Palm Court management, exemplified by Floren's sexual assaults of Ms. Lewis and aggravated by the Company's dismissal of repeated and detailed complaints, exposed numerous other female employees to egregious sexual harassment by Palm Court servers.

53. From nearly the outset of Ms. Washington's employment in November 2014, for instance, she was subjected to outrageous sexual harassment by a server and Union Delegate for The Palm Court, Syed Islam ("Mr. Islam").

54. During virtually every shift he worked alongside Ms. Washington, Mr. Islam made degrading sexual remarks to and about Ms. Washington in front of other Palm Court employees.

55. By way of example only, Mr. Islam would frequently leer at Ms. Washington, saying "*You've got a nice ass*" or "*I can tell you had sex last night, I know you like the back of my hand.*"

56. Ms. Washington would object each time Mr. Islam made such a remark, telling him how offensive his conduct was and pleading with him to stop.

57. Mr. Islam disregarded these objections, however, and, because Ms. Washington had no choice but to interact with Mr. Islam during her shift, the harassment continued unabated.

58. Ms. Washington began complaining about Mr. Islam's misconduct immediately to her managers, Mr. Floren, Amin Deroui, Christopher Nez and Trevor Sherman.

59. Ms. Washington informed Mr. Floren and Mr. Deroui not only of Mr. Islam's harassment of herself but also of other Hospitality Coordinators—including, among others, Ms. Lewis and Ms. Owusu—who were afraid to complain because they feared retaliation due to Mr. Islam's influential position as a Union Delegate.

Plaza Employees Sexually Harass Veronica Owusu

60. Indeed, Ms. Owusu, who began working at The Plaza as a Hospitality Coordinator in November 2014, was likewise targeted from the outset of her employment by, among others, Mr. Islam, Luigi Norrito, Server and other Plaza employees, who not only

directed egregious and incessant sexual comments at Ms. Owusu, but also physically grabbed and touched her body without her consent.

61. By way of example only, beginning in or around December 2014, Mr. Islam began making lewd and explicit remarks to Ms. Owusu on a daily basis, such as “*I want to fuck both you and Crystal [Washington] at the same time,*” or, “*I don't want your other coworker, I want you. You're sexy, you look so good and I want to taste you. I want you so bad you won't regret it.*”

62. On at least one occasion, Ms. Owusu attempted to deflect these harassing remarks by reminding Mr. Islam that he was married, to which he responded, “*Well you can't eat the same food all the time, you have to switch it up sometimes.*”

63. Ms. Owusu was also regularly subjected to catcalling and harassment by other Plaza employees whenever she came to work in a skirt. As she would walk through the kitchen to change into her uniform, a number staff members in the kitchen would whistle, call her derogatory names, or even attempt to look under her skirt.

64. As a further example of the egregious harassment to which Ms. Owusu and other female employees were regularly exposed, in or around March 2015, Carlos Pena, server, who was visibly drunk, entered an elevator at The Plaza with Ms. Owusu.

65. In the elevator, Mr. Pena abruptly told Ms. Owusu that he would “*eat your pussy*” and began hugging her from behind. Ms. Owusu physically broke away from Mr. Pena’s grasp, and exited the elevator immediately, reporting the misconduct to her coworkers, including Ms. Washington and her managers.

66. Luigi Norrito, Server and Union Delegate, likewise not only sexually harassed Ms. Owusu, Ms. Washington, Ms. Antonova and other female employees, but also used his influence as a Union Delegate to attempt to intimidate his victims into silence.

67. By way of example only, in or around Winter 2015, Mr. Norrito showed Ms. Washington pictures of his penis that he had stored on his phone.

68. Ms. Washington confided this shocking misconduct to Ms. Owusu, who confronted Mr. Norrito about his harassment of Ms. Washington. In response, Mr. Norrito showed the same photos to Ms. Owusu, and said that if Ms. Owusu “*had*” him, she “*would not regret it.*”

69. Ms. Owusu, disgusted by Mr. Norrito’s conduct, immediately reported it to her manager Caroline Millot. Ms. Millot, however, took no steps to discipline Mr. Norrito or otherwise remediate the rampant sexual harassment at The Plaza.

70. Mr. Norrito, infuriated that Ms. Owusu rejected his sexual advances and reported his misconduct, began criticizing Ms. Owusu’s performance to her coworkers and managers in an attempt to get her disciplined.

71. Mr. Norrito also escalated his direct harassment of Ms. Owusu herself, calling her a “*nigger*” and a “*bitch*” and claimed “*people like [her] do not deserve to work*” at The Plaza.

72. In a final effort to protect herself from this incessant harassment, Ms. Owusu complained about Mr. Norrito to HR in late Winter 2015. Ms. Owusu was assured that HR would “*handle*” the situation, but no remedial steps were taken to discipline Mr. Norrito or protect Ms. Owusu and other female employees.

73. Frustrated at the lack of response from The Plaza and Mr. Norrito's continuing retaliation and harassment, Ms. Owusu confronted Mr. Norrito directly in early Spring 2015, demanding that he cease his harassing misconduct.

74. Mr. Norrito responded by telling Ms. Owusu that he does "*not give a fuck, no one is going to listen to you,*" insisting that and he was "*not scared of HR,*" and that he "*runs this place no one can touch me.*"

75. In or around April 2015, Ms. Owusu, finally overcome by the constant stress and emotional toll of the egregious and escalating harassment, compounded by The Plaza's continued indifference, finally decided that she could no longer work in that hostile environment.

76. Ms. Owusu therefore felt compelled to submit her resignation to Evan Hunt, HR Representative, describing the circumstances of Mr. Norrito's harassment of her and the retaliation against her.

**Paige Rodriguez and Sergeline Bernadeau Are Sexually Harassed By
Their Manager Raul Abrantes**

77. As the assault of Ms. Lewis demonstrates, the harassment and assault of women at The Plaza was not confined to servers, but was also prevalent among managers.

78. By way of example only, in or around the Winter of 2014-2015, mere weeks after Ms. Rodriguez began working at The Plaza as a Cocktail Server, she was sexually harassed by her manger, Raul Abrantes.

79. Mr. Abrantes regularly made outrageously explicit sexual remarks to Ms. Rodriguez, including saying "*I want to take you to the back and fuck the shit out of you.*"

80. When Ms. Rodriguez invariably rejected these advances and requested that Mr. Abrantes behave professionally, Mr. Abrantes would become angry and subject Ms. Rodriguez to baseless discipline in retaliation.

81. Nevertheless, despite Ms. Rodriguez's repeated rejections of him, Mr. Abrantes continued to sexually harass her. By way of example only, Mr. Abrantes repeatedly texted Ms. Rodriguez after hours, asking her to come over to his apartment, or telling her unsolicited stories of women he had purportedly slept with.

82. In substantial part due to the harassment by Mr. Abrantes, Ms. Rodriguez resigned from the Plaza in or around late Spring 2015.

83. Several months later, Ms. Rodriguez attempted to return to The Plaza, insisting, however, that she was not willing to work in The Palm Court under Mr. Abrantes's management, but instead was seeking to work in a separate establishment at The Plaza with a separate reporting structure.

84. Mr. Abrantes, however, enraged at Ms. Rodriguez's repeated rejection of him and her unwillingness to work alongside him again, retaliated against her by deliberately slandering her to The Plaza management in connection with her job application, ensuring that she would not be rehired.

85. Beginning in or around the Summer 2015, Mr. Abrantes also began victimizing Ms. Bernadeau, who had been working as a Bartender for several months.

86. Over the course of Summer 2015, Mr. Abrantes repeatedly and blatantly propositioned Ms. Bernadeau directly. This harassment included Mr. Abrantes inviting Ms. Bernadeau to his apartment in New Jersey when they shared a cab to the train.

87. Ms. Bernadeau rejected these advances each time. And, just as Mr. Abrantes lashed out at Ms. Rodriguez when she rejected his advances, he likewise retaliated against Ms. Bernadeau by becoming hyper-critical of Ms. Bernadeau's job performance, getting into baseless arguments with her on the floor in front of coworkers and guests.

88. This retaliatory bullying and harassment became so severe that it was remarked upon by Ms. Bernadeau's coworkers, who often asked Ms. Bernadeau why Mr. Abrantes "*bullied*" her.

89. After each of Mr. Abrantes's outbursts, he would begin to apologize and cry, in an effort to dissuade her from reporting his misconduct to HR.

90. Ms. Bernadeau, a single mother who could not afford to lose her job, acceded to Mr. Abrantes's pleas out of fear of being subjected to the retaliation she observed Ms. Washington and others experiencing.

91. Nevertheless, despite the fact that Ms. Bernadeau rejected his advances, Mr. Abrantes continued making explicit and derogatory remarks to her, including saying "*My dick hurts, I had sex with 3 girls I met at the bar last night,*" or telling another female server in front of Ms. Bernadeau that he would "*bend you over that table and do things to you.*"

92. This harassing behavior continued until Mr. Abrantes left The Plaza in Summer 2016. He has since returned as a guest, and each commenting that "*I can hit on the staff now since I don't work here.*"

Sexual Harassment Intensifies As The Plaza Disregards Complaints

93. Shockingly, despite the fact that Plaza managers, including Ms. Millot, Mr. Nez, Mr. Deroui, Mr. Floren and Mr. Abrantes either witnessed this regular harassment and received complaints from female employees or themselves actively assaulted and harassed the staff, no steps were taken to discipline the offenders who engaged in this misconduct. Moreover, nothing was done by The Plaza to protect the numerous female employees subjected to this harassment.

94. Instead, The Plaza placed those employees in harm's way by simply dismissing the complaints, insisting there was nothing they could do to help, and instructing the victims of harassment to continue working with and listening to their harassers.

95. As a result of The Palm Court's indifference to these complaints, Mr. Islam and others became emboldened in their predatory sexual harassment of female employees of The Palm Court.

96. Specifically, Mr. Islam became verbally abusive to Ms. Washington, cursing frequently at her, calling her a "*piece of shit*," and undermining her in front of other employees and customers.

97. Even more egregiously, over the course of 2015 and 2016, Mr. Islam began escalating his harassment by physically groping Ms. Washington three or four times a week, grabbing her arms, thighs, and waist, despite the fact that she regularly complained to Mr. Islam himself and to her managers about this abhorrent behavior.

The Palm Court Union Delegates Threaten Ms. Washington

98. However, not only were Ms. Washington's complaints dismissed or ignored by management, but she was also subject to threats and intimidation by The Palm Court employees and Union delegates attempting to dissuade her from complaining about Mr. Islam's sexual harassment.

99. By way of example, on or about October 26, 2016, Ms. Washington was confronted by Harry Ryger, Union Representative, Mr. Norrito, and Mr. Islam.

100. Mr. Norrito, Mr. Ryger, and Mr. Islam pulled Ms. Washington into a stairwell so that no other employees or managers would overhear the conversation, and demanded that she

stop complaining and simply listen to whatever Mr. Islam or other Union Delegates told her to do.

101. When Ms. Washington attempted yet again to describe Mr. Islam's repeated sexual harassment, Mr. Ryger said he did not "*want your side of the story*," and Mr. Norrito threatened to write a petition to "*get you out*."

102. Meanwhile, Mr. Islam's sexual harassment continued to intensify. By way of example only, on or about October 27, 2016, Mr. Islam again cornered Ms. Washington, accusing her of sleeping with other servers and Palm Court managers.

103. Mr. Islam asked if she would be willing to sleep with him "*just one time*." Ms. Washington rejected this proposition and insisted that Mr. Islam was being deeply inappropriate, that he was married, and that he was old enough to be her father.

104. Mr. Islam then became frustrated, again falsely and outrageously accusing Ms. Washington of having sexual relations with "*everyone else*."

The Palm Court Ignores Ms. Washington's Formal HR Complaint

105. Demoralized by this unrepentant harassment and outraged by the explicit threats and attempts to intimidate her, Ms. Washington decided to escalate her complaints to Human Resources.

106. On or about October 31, 2016, Ms. Washington met with Suzanne Paradi, Human Resources Manager, and outlined in significant detail Mr. Islam's physical and verbal sexual harassment of herself and other current and former female employees, together with the indifference or hostility with which their complaints had been received by Palm Court management.

107. Unbelievably, Paradi took no remedial steps whatsoever in response to this complaint, failing to even initiate an investigation.

108. Instead—even though Ms. Washington explained that her harassment was witnessed by other employees and managers, and that she and others had complained repeatedly to Plaza management—Paradi demanded that Ms. Washington conduct *her own* investigation to find witnesses who would be willing to corroborate her account.

109. Unsurprisingly, after observing the mistreatment to which Ms. Washington and others had been subjected for complaining, no other employee was willing to risk retaliation by speaking out.

110. When Ms. Washington informed Paradi of this fact in a follow-up meeting approximately two weeks later, the complaint was closed and no action was taken to address the sexual misconduct that persisted at the Hotel.

**Sexual Harassment Continues Unabated After The Plaza Ignores
Ms. Washington's HR Complaint**

111. As a direct result of The Plaza's shocking disregard of its legal obligations to investigate misconduct and ensure a harassment-free workplace—including unlawfully requiring Ms. Washington to conduct *her own* investigation into her complaints—Ms. Washington and other female employees remained exposed to continuous sexual harassment by Mr. Islam and others.

112. Indeed, following The Plaza's disregard of Ms. Washington's HR Complaint in October 2016, Mr. Islam victimized Ms. Lewis throughout the Winter and early Spring 2017 in precisely the same manner he was harassing Ms. Washington, including by grabbing her arms, thighs or waist three to four times a week, despite Ms. Lewis's objections, and by making outrageously explicit sexual comments to Ms. Lewis.

113. Ms. Lewis had frequent conversations about this harassment with Ms. Washington, who informed Ms. Lewis that she also experienced sexual harassment by Mr. Islam and other servers and that she had been threatened by Mr. Islam and other Union delegates for complaining about that harassment.

114. Ms. Washington also told Ms. Lewis that she had complained about the harassment to HR, and that HR had disregarded her complaint when she was unable to convince witnesses to corroborate her account.

115. Afraid about The Plaza's indifference to the complaints of sexual harassment and incidents of retaliation, Ms. Lewis decided not to escalate her concerns to Human Resources, but instead continued to work alongside (and continued to be harassed by) Mr. Islam.

Plaza Managers And Employees Subject Kristina Antonova To Sexual Harassment

116. Indeed, this institutional tolerance of sexual harassment, exacerbated by management and Human Resources ignoring incidents of harassment and disregarding complaints by female employees, fostered an accepted culture of treating women as sexual objects at The Plaza.

117. For instance, from nearly the outset of Kristina Antonova's employment as a Cocktail Server in September 2016, she was likewise subjected to outrageous sexual harassment by other servers and managers at The Plaza.

118. By way of example only, on or about December 31, 2016, several of Ms. Antonova's coworkers met at a local club for a New Year's Eve party.

119. At the club, her manager Amin Deroui began touching and hugging her and grabbing her body after repeatedly attempting to dance with her, preying on his subordinate in

the same manner as other Plaza managers, including Mr. Floren and Mr. Abrantes, preyed on theirs.

120. Because this inappropriate physical contact made Ms. Antonova feel deeply uncomfortable, she rejected Mr. Deroui's advances several times, despite the fact that he continued to approach her and make physical contact.

121. Ms. Antonova deliberately avoided Mr. Deroui thereafter, but, several weeks later, in or around February 2017, she was compelled to interact with him while he acted as closing manager at The Palm Court.

122. Mr. Deroui, visibly irritated with Ms. Antonova for rejecting him on New Year's Eve, retaliated against her by twice refusing to add gratuity to one of her tables of over 25 people, despite a Hotel policy that an 18% gratuity is added automatically to the check of groups of more than six.

123. Ms. Antonova objected to Mr. Deroui directly, but Mr. Deroui responded by reprimanding her, stating in sum and substance that he regretted hiring Ms. Antonova.

124. In response to this dismissive response, Ms. Antonova, together with a group of other female employees against whom Mr. Deroui had also discriminated, reported Mr. Deroui's harassing and discriminatory misconduct to Deborah Singer, Labor Relations and Christopher Nez.

125. At the meeting, Ms. Antonova and the other female employees informed Mr. Nez and Ms. Singer of Mr. Deroui's history of discrimination, together with his retaliation against them by denying the gratuity to which they were entitled.

126. These complaints were disregarded—indeed, Ms. Antonova was told by Ms. Singer that she made her complaint “to the wrong person,” because Ms. Singer was going to take management’s side.

127. Indeed, rather than being disciplined for his misconduct, Mr. Deroui was instead promoted to Manager of the Todd English, an establishment adjacent to The Palm Court and also owned and operated by Defendants, shortly thereafter.

128. Moreover, like Ms. Washington, Ms. Lewis and Ms. Owusu, Ms. Antonova has also been subjected to severe and pervasive sexual harassment by Mr. Islam.

129. By way of example only, Mr. Islam commented in March 2017, in front of Ms. Antonova’s coworkers and managers, that he needed a “*girl*” to work alongside him during his shifts to make it more “*fun*.”

130. Mr. Islam also kissed Ms. Antonova on the shoulder on at least two separate occasions in or around the end of February and early March 2017 while she was folding napkins, despite the fact that Ms. Antonova had never done anything to invite physical contact and that she objected each time Mr. Islam kissed her.

131. This unwanted sexual contact made Ms. Antonova so deeply uncomfortable that she began wearing sweaters to work and avoiding Mr. Islam as much as possible.

132. Ms. Antonova has likewise been verbally harassed on a regular basis by Ivo Stipanovic, a Food Runner at The Palm Court.

133. Beginning in or around March 2017, Mr. Stipanovic began making sexually explicit jokes and comments to Ms. Antonova on a regular basis.

134. By way of example only, Mr. Stipanovic brought Ms. Antonova a large whole cucumber one day during her shift, which she hadn’t asked for, along with a white sauce, and

repeated multiple times that Ms. Antonova should dip the cucumber in the white sauce which “*has lots of protein,*” implying that cucumber was a penis and the white sauce was semen.

135. Indeed, Mr. Stipanovic made similar sexual jokes about “cucumbers” to Ms. Bernadeau and other female employees on such a frequent basis that, in or around late Spring 2017, Ms. Bernadeau and other female employees made a complaint to HR.

136. Ms. Antonova herself began avoiding Mr. Stipanovic as much as possible given his persistent sexual remarks. However, Mr. Stipanovic took this personally and, in retaliation, began lashing out at Ms. Antonova in front of other coworkers and managers.

137. By way of example only, on or about June 9, 2017, Mr. Stipanovic accosted Ms. Antonova in front of a guest while he was running food for her table.

138. Specifically, when the guest pointed out that she had asked for different course to start, Mr. Stipanovic repeatedly and loudly claimed that “*It's all her fault, it's not your fault, it's her fault,*” pointing at Ms. Antonova while she was standing next to the guest.

139. Finally, as with the other Plaintiffs, Mr. Norrito also subjected Ms. Antonova to frequent and escalating sexual harassment.

140. By way of example only, Ms. Antonova would often in the course of her duties ask Mr. Norrito for a pen. Each time she did so, he would joke, in an explicit and harassing manner, “*Oh, you need a pen? What kind of pen do you like? Small? Medium? Large? Let's go to a coffee room I'm going to give you a pen.*”

141. Likewise, any time a cucumber or banana was involved in a dish that Ms. Antonova was serving, Mr. Norrito would make an allusion to his penis.

142. This harassment occurred in front of coworkers and managers at The Plaza, and was so inappropriate that other servers told Mr. Norrito that he should be more respectful to Ms. Antonova.

143. Nevertheless, despite the blatant manner in which Mr. Norrito and others carried out their sexual harassment, no manager has ever reprimanded Mr. Norrito or instructed him to stop harassing Ms. Antonova and other female servers.

144. Mr. Norrito, emboldened by the lack of consequence, began escalating his harassment of Ms. Antonova in or around late March and April 2017 by leaning against her breasts when she was preparing her station behind him.

145. Each time Mr. Norrito touched her breasts, Ms. Antonova would object in front of other employees, telling him that she knew what he was doing.

146. Ultimately, in or around late April 2017, Ms. Antonova was unable to further tolerate Mr. Norrito's persistent degrading remarks and harassing contact, and began avoiding him as much as she could consistent with her job responsibilities.

147. As he did with Ms. Owusu, Mr. Norrito responded to Ms. Antonova's rejection of his sexual advances by retaliating against her, doing everything in his power to make Ms. Antonova's work more difficult.

148. By way of example only, on several occasions when Ms. Antonova needed a manager's card in the course of her duties, Mr. Norrito instructed the manager not to give her the card.

149. Likewise, on a number of occasions, when a server on his team had to leave and wanted to transfer a table to Ms. Antonova, Mr. Norrito prevented that transfer because he knew it would result in Ms. Antonova earning extra tips.

150. This retaliation campaign escalated on or about April 22, 2017, when, because the restaurant was so busy, a member of Mr. Norrito's team was helping Ms. Antonova with tables by greeting guests and taking their drink orders.

151. Mr. Norrito angrily accosted Ms. Antonova when he discovered that a member of his team was helping her.

152. Mr. Norrito publicly and aggressively yelled at everyone on his team—in front of a manager—that they were forbidden from assisting Ms. Antonova. Mr. Norrito further claimed that that he wouldn't mind "*if it was any other girl,*" but, because Ms. Antonova is "*not nice*" to him anymore, "*she doesn't deserve help.*"

153. Mr. Norrito repeated this retaliatory misconduct a week later when, on or about April 29, 2017, he publicly and angrily prevented another server from helping Ms. Antonova, saying that "*she needs to learn her lesson the hard way,*" and that "*She's not nice to me and doesn't talk to me anymore.*"

154. On the same occasion, Mr. Norrito also threatened to write Ms. Antonova up, despite not having the authority to do so.

155. Again, despite Mr. Norrito's outburst taking place in front of management, no one took any steps to reprimand him or intervene in any way.

The Sexual Harassment by Mr. Islam Culminates

156. This escalating climate of sexual harassment and assault, enabled by The Plaza's willful indifference to the numerous complaints of its female employees, culminated on or about April 16, 2017.

157. That afternoon, when Ms. Lewis was passing order tickets to Mr. Islam as part of her duties, Mr. Islam grabbed her by her wrists and pulled her body close to his in front of other employees, forcing Ms. Lewis to physically wriggle free.

158. Shortly thereafter, Mr. Islam approached Ms. Washington from behind when she was standing at the Hospitality Coordinator stand with Ms. Lewis, and pressed his body and genital area against hers, so that she could feel his penis against her hips.

159. Unable to tolerate any further sexual harassment, Ms. Washington accosted Mr. Islam angrily in the presence of other Plaza employees and guests.

160. Mr. Islam was hurried off the floor to avoid a scene, but he soon returned to confront Ms. Washington again, until he was again finally ushered away by the manager.

161. Indeed, The Plaza is in possession of video tapes conclusively showing this entire incident.

162. Shortly after the incident, Mr. Norrito, as Union Delegate, met with Ms. Washington and Ms. Lewis to ask them how they wanted to handle the situation.

163. He said there were two options: Mr. Norrito could simply tell Mr. Islam to leave them alone, or that they could “*fight it.*” But, in an attempt to intimidate Ms. Lewis and Ms. Washington from escalating their complaint, Mr. Norrito threatened that “*if you fight it, you will lose.*”

164. The following morning, Ms. Washington met with Ms. Paradi—nearly six months after their first meeting about sexual harassment at The Plaza—to discuss the most recent harassment and assault by Mr. Islam.

165. Rather than immediately terminating or disciplining Mr. Islam, The Palm Court instead placed Ms. Washington on leave, purportedly to avoid any further contact with him,

while Mr. Islam himself continued to work for two weeks, exposing other employees, including Ms. Lewis, to further harassment.

166. On April 19, 2017, Ms. Lewis likewise met with Ms. Paradi and Karen Wenger, Human Resources Director, to describe Mr. Islam's sexual assault of Ms. Washington that she witnessed.

167. At that meeting, Ms. Lewis informed Ms. Paradi and Ms. Wenger that she had also been subjected to constant physical and verbal sexual harassment by Mr. Islam over the course of her employment.

168. Despite these complaints, The Plaza management further demonstrated its callous indifference and victim-blaming attitude on or about April 24, 2017, when Ms. Lewis was confronted by Anna Fernandez, Manager, and told that, "*With everything going on with Syed*" she should button her shirt all the way up, even though Ms. Lewis and other female employees routinely left their top buttons undone.

169. This effort to blame the victim of such harassment enables the rape culture at The Plaza.

The Plaza Shields Mr. Islam From Union Discipline In An Effort To Disguise Its Complicity In The Sexual Harassment Of Female Employees

170. Subsequently, on or about May 10, 2017, Ms. Washington and Ms. Lewis were called to testify at a sham Union arbitration hearing in connection with The Plaza's sham attempt to terminate Mr. Islam's employment for the April 16, 2017 sexual harassment of Ms. Washington (the "Union Hearing").

171. However, The Plaza—in a transparent and egregious effort to disguise the fact that it had ignored Mr. Islam's the long history of harassment and complaints—improperly confined the Union Hearing to the single incident on April 16, 2017.

172. Indeed, both Ms. Washington and Ms. Lewis were both specifically prohibited from testifying about Mr. Islam's multi-year long pattern of verbal and physical sexual harassment of themselves and other female employees, despite the fact that they both attempted to do so several times.

173. The Plaza likewise expressly prohibited both Ms. Washington and Ms. Lewis from testifying about the fact that Ms. Washington had made a formal Human Resources complaint about Mr. Islam's harassment over six months before the April 16, 2017 incident.

174. As a result of The Plaza's improper exclusion of evidence of Mr. Islam's prior misconduct at the Union Hearing, Mr. Islam was outrageously and falsely portrayed before the Impartial Chairperson as a "*first-time offender*" by both the Union attorney representing Mr. Islam and the attorney representing The Plaza.

175. Because of this manifestly inadequate attempt to discipline Mr. Islam, the Union Arbitrator imposed a mere two-week suspension.

176. Even more egregiously, while the Union Arbitrator ordered Mr. Islam to apologize to Ms. Washington for assaulting her, he also ordered Ms. Washington—who is not a Union employee and over whom the Union Arbitrator has no authority—to apologize to Mr. Islam, purportedly for accosting him on the floor.

177. That apology, ordered despite the fact that Ms. Washington was the victim of a conceded (and video-taped) sexual assault, represents a breathtaking instance of victim-blaming, and is the direct result of The Plaza's refusal to present the ample evidence of Mr. Islam's documented history of predatory behavior to the Union Arbitrator. Indeed, presenting such evidence would be an admission by Defendants that they have violated Plaintiffs' rights to be protected from this egregious and unlawful sexual harassment.

178. Moreover, as a direct result of the sham effort of The Plaza to impose meaningfully discipline Mr. Islam, his victims—including Ms. Lewis and Ms. Washington, whom he had assaulted mere weeks earlier—are forced to work alongside him every day.

Sexual Harassment and Retaliation Continue At The Plaza

179. Even after the Union Hearing with Mr. Islam, sexual harassment has continued at The Plaza.

180. By way of example only, details of Plaintiffs' complaints have been improperly disclosed to employees unrelated to the investigation, exposing them to derision and hostility from their coworkers.

181. As a further example of the hostile work environment at The Plaza, Ms. Washington, Ms. Lewis, Ms. Bernadeau and Ms. Antonova, together with other female Plaza employees, were ironically and outrageously subjected to yet more sexually harassing remarks during a mandatory "Harassment and Discrimination Prevention" training given by Ms. Wenger on or about June 8, 2017.

182. This "training," put on by The Plaza in an effort to mitigate its responsibility for the harassment and retaliation that had occurred over the course of several years, devolved into a harassing environment when several Plaza employees directed egregious sexualized comments at the female employees who were present, without being reprimanded or disciplined in any way.

183. Specifically, one employee remarked to the female employees present, "*If you know you're dressing like that with guys around, you can't expect a man not to react. I'm a human being what am I supposed to do?*"

184. Another employee likewise stated, "*When woman dress like that, it's very hard to control yourself.*"

185. Indeed, instead of disciplining the offending employees, Ms. Wenger herself attempted to trivialize the hostile work environment at The Palm Court by stating “*It’s not just this hotel, it’s many hotels like this. It’s not an easy place to work, it’s hard. The general culture and environment here is that we don’t have each other’s back.*”

The Plaza Retaliates Against Ms. Washington and Ms. Lewis

186. As described above, because of The Plaza’s grossly inadequate attempt to “discipline” Mr. Islam, he returned to work after a two week suspension.

187. Ms. Washington, Ms. Lewis and other female employees expressed concern to their managers and to HR that they would again be required to work alongside Mr. Islam after he sexually harassed and assaulted them over the course of their employment.

188. Ms. Washington and Ms. Lewis both requested accommodations to prevent any further harassment, including working in different departments than Mr. Islam, or ensuring that either a manager or security officer would be present on the floor alongside Mr. Islam at all times. These requests, however, were rejected.

189. Indeed, on July 19, 2017, Orlando Carreras, Head of Security, told Ms. Lewis specifically that she is “*not entitled to any security accommodations.*” When Ms. Lewis asked Mr. Carreras if he was saying that she is not entitled to any protection against the Plaza employee who had repeatedly harassed and assaulted her and numerous other women at the Plaza, Mr. Carreras repeated that she is “*not entitled to any accommodations.*”

190. Likewise, on July 21, 2017, Ms. Wegner provided a letter to Ms. Lewis stating that the Hotel was “*monitoring the situation*” and “*sees no cause*” to make security accommodations.

191. To the contrary, far from “monitoring the situation,” and instead of taking the concerns of Ms. Washington and Ms. Lewis seriously and making an effort to protect them from further predation, The Plaza instead began transparently retaliating against them for having the temerity to complain.

192. Specifically, on or about July 18, 2017, Ms. Washington was given two Progressive Correction Action Forms by her manager Ms. Fernandez.

193. The Forms suggested that Ms. Washington was 30 minutes late on July 10 and 1 hour and 22 minutes late on July 13. Both of these assertions are demonstrably false.

194. Indeed, timesheets for both weeks demonstrate that Ms. Washington reported to work on time each day. And, on July 13, Ms. Washington had called Ms. Fernandez directly several times after reporting to work to let her know she was there, but received no response. Ms. Washington also sent a text message on the morning of July 13 to coworker in The Palm Court whom she knew would see Ms. Fernandez to make sure Ms. Fernandez knew she was there.

195. Ms. Washington had never been written up for any issue throughout her employment at The Plaza and upon information and belief, no other Palm Court employees have been written up for any similar alleged infraction prior to this date.

196. The fact that these Progressive Correction Action Forms are entirely false, that no other Hospitality Coordinator is disciplined in this way, and that Ms. Washington received the Forms almost immediately after complaining and threatening legal action against The Plaza for subjecting her to sexual harassment and for completely ignoring her repeated complaints about sexual harassment demonstrates clearly The Plaza’s retaliatory animus.

197. Ms. Lewis likewise was disciplined on July 18, 2017 for purportedly declining to meet with HR about a supposed “complaint” that was made against her. This allegation is also false.

198. Following The Plaza’s blatant disregard of her complaints and institutional tolerance of harassment, Ms. Lewis has declined any meetings with HR about the substance of her harassment complaints without counsel present.

199. HR did not specify in its request for a meeting with Ms. Lewis about the purported July 5 Complaint against her that the meeting was unrelated to the substance of her claims.

200. Ms. Lewis therefore declined to meet without counsel to avoid being ambushed by HR as she was in her meeting on April 19, 2017 and several times thereafter.

201. Ms. Lewis received another Progressive Correction Action Form the following day, on July 19, 2017, alleging that she had called in sick without authorization on July 14 and July 15.

202. Indeed, as with Ms. Washington, the Plaza’s retaliatory motive for taking these adverse actions against Ms. Lewis is amply demonstrated by the temporal proximity to Ms. Lewis’s protected conduct, the lack of any legitimate basis for the adverse acts, and the disparate treatment of other Hospitality Coordinators.

203. As with the adverse actions taken against Ms. Washington, the assertions underlying this Form are demonstrably false. Ms. Lewis notified her manager ten days in advance, on July 4, 2017, that she had dental surgery scheduled for July 14, and her request for time off was approved.

204. The retaliation against Ms. Lewis culminated on July 27, 2017, when she was suspended for three days in a meeting with Christopher Nez and Orlando Carreras, Head of Security, for purportedly violating Hotel policy by “recording” another employee.

205. As The Plaza is aware, the allegation underlying the suspension is patently false. In the first place, as Ms. Lewis had previously explained, she was not “recording” anyone, but instead took a photograph to demonstrate that she had been left alone again on the floor with her harasser, Mr. Islam, after his return from suspension.

206. As explained above, prior to Mr. Islam’s return to work after the Union Hearing, Ms. Lewis repeatedly requested management and HR that The Plaza make some accommodation to ensure her safety working alongside a man who had assaulted and harassed her for more than eight months.

207. On July 19, 2017—the day Mr. Islam returned from his suspension—Ms. Lewis’s fears were confirmed when she was left alone with Mr. Islam. She took a photo of the situation to document that fact so that she could raise it with HR.

208. Nevertheless, on July 27, 2017, instead of attempting to address Ms. Lewis’s concerns about her safety and ensure an harassment-free workplace, The Plaza instead suspended Ms. Lewis for three days for having taken the photograph demonstrating her need for an accommodation.

209. Moreover, no other employee has been disciplined with suspension—or in any other way—for violating the purported “policy” relied upon by The Plaza. Indeed, as The Plaza is aware, dozens of employees, including managers, regularly publish photographs and videos of themselves on social media in violation of this purported “policy” without being subjected discipline.

210. Indeed, in or around early July 2017—a mere weeks before Ms. Lewis was suspended for violating the purported “no recording” policy—Mr. Stipanovic recorded extensive video of two female employees on the floor of The Palm Court who were confronting him about his harassment.

211. Although this recording happened in the presence of Mr. Stipanovic’s manager, and although the two female employees whom he was harassing complained to HR the following day in part about the recording, Mr. Stipanovic was not suspended, and, upon information and belief, was not subjected to any discipline at all for violating the Hotel’s purported “no recording” policy.

212. The fact that a male employee with a history of sexual harassment—indeed, who was at the time being confronted for by female coworkers accusing him of harassment—was not disciplined for actually recording video on the floor of The Palm Court, while Ms. Lewis was suspended for violating the same so-called policy despite the fact that she had *not* recorded any video, demonstrates beyond any doubt that The Plaza’s purported basis for suspending Ms. Lewis was nothing more than a pretext to disguise its intention to retaliate against Ms. Lewis for complaining about continuing sexual harassment at the Hotel.

213. The Hotel’s disparate enforcement of this so-called policy, and The Plaza’s decision to punish Ms. Lewis for taking a photograph to *protect herself* against The Hotel’s reckless disregard for her safety by yet again leaving her alone with Mr. Islam, conclusively establishes the Hotel’s retaliatory motive.

214. The Hotel’s retaliatory motive is furthermore established by the fact that, when Ms. Lewis attempted to return to work after her three-day suspension expired, she was *again* sent

home, because her “day off” purportedly did not count toward her suspension, despite the fact that Ms. Lewis was informed that it was “effective immediately.”

215. This additional day of suspension is yet another example of The Plaza’s disparate treatment of its male and female employees—and, specifically, of the disparate treatment of the victims of harassment and their harassers—insofar as, unlike Ms. Lewis, Mr. Islam was given credit for his “days off” toward his two-week suspension for sexually harassing Ms. Washington.

216. As a result of Defendants’ unlawful discriminatory and retaliatory conduct, including, but not limited to, subjecting the Plaintiffs to the sexual harassment described above, disregarding or ignoring repeated complaints of harassment, failing to adequately supervise or discipline employees engaged in sexual harassment and taking the adverse personnel actions against Ms. Washington and Ms. Lewis described above, Plaintiffs have suffered, and continue to suffer, monetary and/or economic damages, including, but not limited to, the loss of past and future income, compensation and other benefits to which they would otherwise be entitled.

217. As a further direct and proximate result of Defendants’ unlawful actions, Plaintiffs have suffered and continue to suffer damage to their reputations and careers.

218. As a further direct and proximate result of Defendants’ unlawful actions, Plaintiffs have suffered, and continue to suffer, severe mental anguish and emotional distress, including, but not limited to, humiliation, embarrassment, stress, and anxiety, loss of self-esteem and self-confidence, emotional pain and suffering, and physical illness and injury.

219. Defendants’ discriminatory and unlawful conduct against Plaintiffs was intentional and malicious and/or showed a deliberate, willful, wanton and reckless disregard for their rights under the NYSHRL and the NYCHRL.

FIRST CAUSE OF ACTION
(Sexual Harassment and Gender Discrimination in Violation of NYSHRL)
(On behalf of all Plaintiffs)

220. Plaintiffs hereby allege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

221. Defendants have discriminated against Plaintiffs on the basis of their gender in violation of the NYSHRL by subjecting Plaintiffs to disparate treatment based on their gender including, but not limited to, subjecting them to sexual harassment and a hostile work environment and refusing to investigate their complaints of sexual harassment and discrimination.

222. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of the NYSHRL, Plaintiffs have suffered, and continue to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income, compensation and benefits, for which they are entitled to an award of monetary damages and other relief.

223. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYSHRL, Plaintiffs have suffered and continue to suffer severe mental anguish and emotional distress, including but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering for which they are entitled to an award of monetary damages and other relief.

224. The discrimination detrimentally affected Plaintiffs and the discrimination would have detrimentally affected any reasonable person in Plaintiffs' position.

SECOND CAUSE OF ACTION
(Retaliation in Violation of NYSHRL)
(On Behalf of Plaintiffs Lewis, Washington, Rodriguez and Antonova)

225. Plaintiffs hereby allege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

226. By the actions described above, among others, Defendants retaliated against Plaintiffs Dana Lewis, Crystal Washington, Paige Rodriguez and Kristina Antonova in violation of the NYSHRL by not engaging in any investigation into their complaints and by subjecting them to baseless discipline and adverse personnel actions in retaliation for their complaints, which Plaintiffs believed in good faith represented a violation of State law.

227. As a direct and proximate result of Defendants' retaliatory conduct in violation of the NYSHRL, Plaintiffs Dana Lewis, Crystal Washington, Paige Rodriguez and Kristina Antonova have suffered, and continue to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income, compensation and benefits, for which they are entitled to an award of damages.

228. As a direct and proximate result of Defendants' unlawful and retaliatory conduct in violation of the NYSHRL, Plaintiffs Dana Lewis, Crystal Washington, Paige Rodriguez and Kristina Antonova have suffered and continue to suffer severe mental anguish and emotional distress, including but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering for which they are entitled to an award of monetary damages and other relief.

THIRD CAUSE OF ACTION
(Sexual Harassment and Gender Discrimination in Violation of NYCHRL)
(On behalf of all Plaintiffs)

229. Plaintiffs hereby allege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

230. Defendants have discriminated against Plaintiffs on the basis of their gender in violation of the NYCHRL by subjecting Plaintiffs to disparate treatment based on their gender including, but not limited to, subjecting them to sexual harassment and a hostile work environment and refusing to investigate their complaints of sexual harassment and discrimination.

231. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of the NYCHRL, Plaintiffs have suffered, and continue to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income, compensation and benefits, for which they are entitled to an award of monetary damages and other relief.

232. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYCHRL, Plaintiffs have suffered and continue to suffer severe mental anguish and emotional distress, including but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering for which they are entitled to an award of monetary damages and other relief.

233. The discrimination detrimentally affected Plaintiffs and the discrimination would have detrimentally affected any reasonable person in Plaintiffs' position.

234. Defendants' unlawful conduct constitutes a willful and wanton violation of the NYCHRL, was outrageous and malicious, was intended to injure Plaintiffs, and was done with

reckless indifference to Plaintiff's civil rights, entitling Plaintiffs to an award of punitive damages.

FOURTH CAUSE OF ACTION
(Retaliation in Violation of NYCHRL)
(On Behalf of Plaintiffs Lewis, Washington, Rodriguez and Antonova)

235. Plaintiffs hereby allege and incorporate by reference the allegations in the preceding paragraphs as if fully set forth herein.

236. By the actions described above, among others, Defendants retaliated against Plaintiffs Dana Lewis, Crystal Washington, Paige Rodriguez and Kristina Antonova in violation of the NYSHRL by not engaging in any investigation into their complaints and by subjecting them to baseless discipline and adverse personnel actions in retaliation for their complaints, which Plaintiffs believed in good faith represented a violation of City law.

237. As a direct and proximate result of Defendants' retaliatory conduct in violation of the NYSHRL, Plaintiffs Dana Lewis, Crystal Washington, Paige Rodriguez and Kristina Antonova have suffered, and continue to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income, compensation and benefits, for which they are entitled to an award of damages.

238. As a direct and proximate result of Defendants' unlawful and retaliatory conduct in violation of the NYSHRL, Plaintiffs Dana Lewis, Crystal Washington, Paige Rodriguez and Kristina Antonova have suffered and continue to suffer severe mental anguish and emotional distress, including but not limited to depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering for which they are entitled to an award of monetary damages and other relief.

239. Defendants' unlawful and retaliatory conduct in violation of the NYCHRL was outrageous and malicious, was intended to injure Plaintiffs Dana Lewis, Crystal Washington, Paige Rodriguez and Kristina Antonova, and was done with conscious disregard of their civil rights, entitling them to an award of punitive damages.

FIFTH CAUSE OF ACTION
(Negligent Hiring, Training, Retention, Supervision/Unlawful Practice, Custom or Habit)
(On Behalf of All Plaintiffs)

240. Plaintiffs hereby repeat and reallege each and every allegation in the preceding paragraphs as if fully set forth herein.

241. The Defendants were negligent in the hiring, training, retention, discipline and supervision of the employees proximately causing Plaintiffs' injuries and damages alleged in this complaint.

242. On information and belief, Plaintiffs allege that the Defendants had at all relevant times unlawful practices, customs or habits regarding harassment of female employees. By reason of said unlawful practices, customs or habits Plaintiffs were illegally and callously sexually harassed, assaulted, and made to suffer severe emotional injury.

243. Further, at all relevant times herein, the Defendants had an unlawful practice, custom or habit of inadequately screening, training, retaining, disciplining and supervising its managers and male employees, about whose harassing and violent tendencies Defendants were aware due to multiple complaints to managers and HR, proximately causing Plaintiffs the severe emotional distress alleged herein, and entitling Plaintiffs to damages according to proof.

244. As a proximate result of the negligent hiring, training, retention, supervision and unlawful practice, custom or habit alleged above, Plaintiffs are entitled to damages in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray that the Court enter judgment in their favor and against Defendants, containing the following relief:

A. A declaratory judgment that the actions, conduct and practices of Defendants complained of herein violated the laws of the State of New York and City of New York;

B. An injunction and order permanently restraining Defendants and their partners, officers, owners, agents, successors, employees and/or representatives, and any and all persons acting in concert with them, from engaging in such unlawful conduct;

C. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiffs for all monetary and/or economic hardship, including, but not limited to, the loss of past and future income, wages, compensation, and other benefits of employment;

D. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiffs for all non-monetary and/or compensatory harm, including, but not limited to, compensation for their severe mental anguish and emotional distress, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem, self-confidence and personal dignity, emotional pain and suffering and any other physical or mental injuries;

E. An award of damages in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiffs for harm to their professional and personal reputation and loss of career fulfillment;

F. An award of punitive damages under the NYCHRL;

G. An award of costs that Plaintiffs have incurred in this action, as well as Plaintiffs' reasonable attorneys' fees to the fullest extent permitted by law; and

H. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiffs hereby demand a trial by jury as to all issues so triable.

Dated: August 8, 2017
New York, New York

Respectfully submitted,

GOODSTADT LAW GROUP, PLLC

By:



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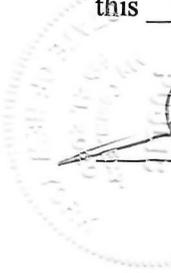
VERIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

CRYSTAL WASHINGTON, being duly sworn, deposes and says that she is a Plaintiff in this matter, and has read the foregoing Verified Complaint, and believes that the facts set forth therein are true and correct to the best of her knowledge. Ms. Washington's knowledge or information and belief are based on personal knowledge of the facts of this case.

Crystal Washington
CRYSTAL WASHINGTON

Sworn to and subscribed before me
this 1st day of AUG., 2017


[Signature]

NOTARY PUBLIC

ELIJAH JONES JR
Notary Public - State of New York
NO. 01J06256027
Qualified in Queens County
My Commission Expires Feb 21, 2020

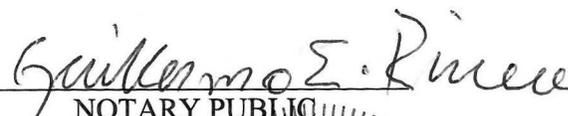
VERIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

SERGELINE BERNADEAU, being duly sworn, deposes and says that she is a Plaintiff in this matter, and has read the foregoing Verified Complaint, and believes that the facts set forth therein are true and correct to the best of her knowledge. Ms. Bernadeau's knowledge or information and belief are based on personal knowledge of the facts of this case.


SERGELINE BERNADEAU

Sworn to and subscribed before me
this 3 day of AUGUST, 2017

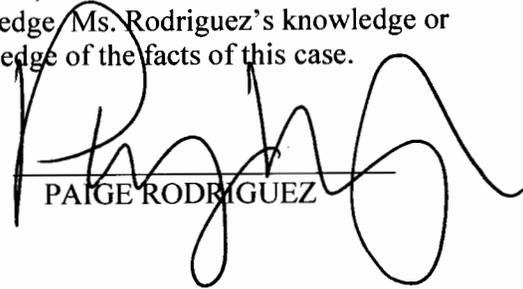

NOTARY PUBLIC



VERIFICATION

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

PAIGE RODRIGUEZ, being duly sworn, deposes and says that she is a Plaintiff in this matter, and has read the foregoing Verified Complaint, and believes that the facts set forth therein are true and correct to the best of her knowledge. Ms. Rodriguez's knowledge or information and belief are based on personal knowledge of the facts of this case.



PAIGE RODRIGUEZ

Sworn to and subscribed before me
this 8th day of August, 2017



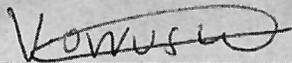
NOTARY PUBLIC



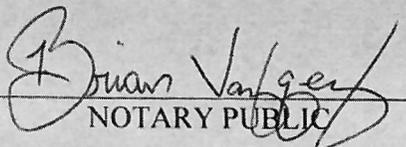
VERIFICATION

STATE OF NEW YORK)
) ss: 856 82 1292
COUNTY OF NEW YORK)

VERONICA OWUSU, being duly sworn, deposes and says that she is a Plaintiff in this matter, and has read the foregoing Verified Complaint, and believes that the facts set forth therein are true and correct to the best of her knowledge. Ms. Owusu's knowledge or information and belief are based on personal knowledge of the facts of this case.


VERONICA OWUSU

Sworn to and subscribed before me
this 03 day of August, 2017


NOTARY PUBLIC

BRIAN A VAZQUEZ
NOTARY PUBLIC-STATE OF NEW YORK
No. 01VA6331691
Qualified in New York County
My Commission Expires October 13, 2019