

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

NATALIE THORPE,
Plaintiff,

Index No.
Plaintiff designates NEW YORK
COUNTY as the place of trial

- against -

SUMMONS

WILLIAMS LEA, INC.,
Defendant.

The County in which Defendants'
Acts took place

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's 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 inconvenience relief demanded in the complaint.

Dated: New York, New York
July 11, 2013

LAW OFFICES OF GAIL I. AUSTER
AND ASSOCIATES, P.C.



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_____/s/_____
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To Defendant:

Williams Lea, Inc. – via counsel
James Lemonedes, Partner
Fox Rothschild, LLP
100 Park Avenue, 15th Floor
New York, NY 10017

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

NATALIE THORPE,

Plaintiff,

**COMPLAINT and
JURY DEMAND**

-against-

Index No.

WILLIAMS LEA INC.,

Defendant.

Natalie Thorpe, Plaintiff, by her attorneys, the Law Offices of Gail I. Auster & Associates, P.C., and Lisa R. Lipman, Esq. complaining of Defendant Williams Lea Inc., alleges:

PRELIMINARY STATEMENT

1. This action is brought to remedy discrimination and retaliation in the terms, conditions and privileges of Plaintiff's employment on the basis of the New York City Human Rights Law, §8-107 (the "NYC HRL" or the "Administrative Code"), as amended by the Local Civil Rights Restoration Act ("Restoration Act"), N.Y.C. Local Law No. 85 of 2005.

2. Defendant's actions were unlawful and Plaintiff brings this action for injunctive and declaratory relief, compensatory and punitive damages and other appropriate equitable and legal relief.

JURISDICTION AND VENUE

3. Jurisdiction and venue are proper in this district because the employment practices complained of occurred in the City of New York, County of New York.

4. Plaintiff received a Right to Sue letter from the EEOC on or about May 16, 2012, which is attached hereto as Exhibit 1. Plaintiff has served a copy of this Complaint on the Corporation Counsel's office and upon the New York City Human Rights Commission. Plaintiff has complied fully with all prerequisites to the filing of her Administrative Code claims.

PARTIES

5. Plaintiff Natalie Thorpe ("Plaintiff" or "Thorpe") is employed by Williams Lea Inc. Plaintiff resides at 1510 New York Avenue, 1st Floor, Brooklyn, NY 11210.

6. Defendant Williams Lea Inc. ("Defendant" or "Williams Lea") is a Delaware corporation authorized to do business in the State of New York and located at 450 Lexington Avenue, New York, NY 10017, which is situated in New York County. At all times relevant to this action, Defendant employed Tyrone Turner ("Turner") as Manager of Defendant and Emily Santani ("Santani"), as Human Resources Representative of Defendant. The principal business of Defendant Williams Lea is providing corporate information services and communications management. Williams Lea is a subcontractor for numerous businesses and law firms, which subcontract out photocopying, mail room and reception services rather than hiring individuals as their own employees to perform these functions.

STATEMENT OF FACTS

7. Plaintiff is an African American female, age 31.

8. In or about 2004, Thorpe commenced employment with Defendant Williams Lea and is still employed with Defendant. Thorpe has worked as a copy room operator for Williams Lea, placed at Cadwalader Wickersham & Taft at 1 World Financial Center in Manhattan since 2009.

9. Thorpe's job responsibilities as a copy room operator include making photocopies, answering phones and sending and receiving mailroom deliveries and faxes.

10. In or about August 2010, Turner, Thorpe's manager, began making sexual advances toward her, including making frequent comments about her appearance, which Plaintiff found offensive.

11. Turner repeatedly asked Thorpe to date him outside of work, which offended her and she refused his invitations.

12. Plaintiff is a married woman with two children and these sexual advances were unwelcome.

13. Turner also told Thorpe in effect that depending upon whether she agreed to go out with him, things could go well for her at work, or not so well.

14. In October or November 2010, Turner gave Plaintiff an erotic poem he had written about her. It was laminated and decorated with a picture of a man kissing a woman who resembles Thorpe. The poem was explicitly sexual in nature and included the following:

- "...I reminisce about our passionate love-making..."
- "I love the way you giggle and the way your body jerks when I trace your tattoos with my tongue and rub you down with warm body oil."
- "I have a sweet tooth for you because you sho nuff got goody-good candy."
- "I enjoy you so. Your thick legs and all of the voluptuous plumpness that accents your womanhood."
- "When we have our passion parties - you know, our sensual escapes, I want to please you over, and over, and over again."
- "I am at your erotic disposal."

15. Turner had a social media site and/or personal website with sexual content which could be viewed by anyone browsing the Internet.

16. Upon information and belief, in or about October or November 2010, Williams Lea was aware of Turner's social media site and/ or personal website with sexual content.

17. In November 2010, Turner tried to hug and kiss Thorpe, but again she refused his

sexual advances, which were unwelcome.

18. The 35th floor of the building in which their office is located was vacant at this time, and Thorpe had heard that Williams Lea employees would sometimes go there to have sexual encounters. In November 2010, Turner asked Thorpe to go to the 35th floor with him and she refused.

19. Upon information and belief, Defendant's Human Resources department was aware of the encounters on the 35th floor. Approximately one week later, Turner brought a group of Williams Lea employees into a "huddle" and said the Human Resources department had told him to announce that nobody was allowed to go up to the 35th floor.

20. Plaintiff's co-workers began to notice Turner's sexual harassment of Thorpe and make comments to her about Turner, such as "he acts like you are his wife."

21. Sometimes Turner would see Thorpe's male co-workers talking to her and would jealously tell them not to bother her.

22. At one point, a co-worker saw Thorpe crying and asked her what was wrong. She told him that she was crying because Turner was making sexual advances to her.

23. Turner would sometimes call Thorpe into his office and lock the door once she was inside. Plaintiff was too afraid to report it because of Turner's threats, but one of her co-workers reported to the Williams Lea Human Resources department ("Human Resources") that Turner had been locking Thorpe inside his office.

24. Turner thereafter told Thorpe that Human Resources had contacted him and told him not to lock employees inside his office.

25. Although Human Resources was alerted to this conduct, it failed to protect Thorpe or to investigate the report of Turner's inappropriate behavior.

26. In or about late November or December 2010, after Thorpe repeatedly rejected Turner's sexual advances, Turner then began issuing disciplinary warnings to Thorpe, including accusing her of speaking on her cell phone in a closet at times that she should have been working, which was false.

27. In February 2011, Turner placed Thorpe on a "final warning" for being late to work by just a few minutes, even though the Williams Lea Employee Handbook specifies employees have an eight minute grace period with regard to clocking into the computer. This "final warning" was particularly distressing to Thorpe because she has a disabled son that she is entirely responsible for getting ready for school in the morning and seeing that he arrives there safely, which is why she had been a few minutes late for work on such occasions.

28. On information and belief, other similarly situated employees who arrived a few minutes late were not disciplined at all, much less placed on "final warning."

29. The Human Resources representative, Emily Santani ("Santani") was present at the time that Thorpe received this "final warning," and despite at least one report of Turner's sexual harassment of Thorpe to Human Resources, Santani colluded with Turner in his "final warning."

30. Thorpe's family needed her income, so after being placed on a final warning, Plaintiff was even more afraid to report Turner's sexual harassment of her, for fear of termination as further retaliation.

31. When Thorpe finally retained legal counsel and worked up the courage to report Turner's behavior to Human Resources in or about May, 2011, Plaintiff was given a sexual harassment policy which she was told to sign, but Human Resources did not give Thorpe her own copy to keep. Thorpe had not been given a copy of the sexual harassment policy nor had she been

asked to sign the policy prior to this point in her employment.

32. Turner left his position voluntarily in or about May 2011. Upon information and belief, Turner had been planning to leave Williams Lea prior to Plaintiff's reporting the sexual harassment.

33. On or about May 12, 2011, Thorpe's attorney sent a letter to Santani at the Williams Lea Human Resources department in New York City complaining of specific incidents of sexual harassment by Turner.

34. Thereafter, in or about June 2011, Santani met with Thorpe to discuss Turner's last write-up of her from February 2011. Thorpe told Santani that, contrary to Turner's accusations, she has never hidden in a closet on company time, and that in fact she is one of the most productive employees in the copy room according to the "number of clicks" per employees, which her co-worker Len Wood enters into the computer each night.

35. Upon information and belief, Turner gave Thorpe a negative performance evaluation in retaliation for her rejection of his sexual advances and also in order to give his replacement a negative impression of her.

36. On or about June 17, 2011, Williams Lea's counsel represented that any and all negative comments had been withdrawn from Thorpe's employee file.

37. Approximately 10 days later, Thorpe received a negative performance review that had, upon information and belief, been prepared by Turner, in retaliation for her opposition to the sexual harassment. Thorpe was told by Human Resources to sign the negative performance review.

38. On or about June 27, 2011, Thorpe send a memo to Human Resources stating that she refused to sign the poor performance review as it was in retaliation for her rejection of

Turner's numerous unwelcome sexual advances.

39. Despite Human Resources' knowledge of Turner's repeated and inappropriate conduct, prior to Turner's voluntary departure, Defendant Williams Lea took no remedial action. The HR department's instructions to Turner not to lock employees in his office, along with Turner's false and retaliatory evaluations of Thorpe's performance, have been the only response to these complaints.

FIRST CLAIM
(New York City Administrative Code - Discrimination)

51. Plaintiff realleges and incorporates by reference each allegation in the foregoing paragraphs as though fully set forth herein.

52. By the foregoing acts, Defendant Williams Lea through its managerial employee and agents including but not limited to Tyrone Turner, Emily Santani, and/or other managerial employees and agents, discriminated against Plaintiff on the basis of her sex in the terms and conditions of her employment, and engaged in pattern of pervasive and/or severe sexual harassment in violation of §8-107 of the New York City Human Rights Law, as amended by the Restoration Act, by, including but not limited to:

- a. making numerous unwelcome sexual overtures and advances to Plaintiff by her direct supervisor, such as asking her out on dates, giving her an erotic poem that he authored, attempting to hug and kiss Plaintiff, behaving jealously around Plaintiff, repeatedly directing her to go into his office and then closing and locking the door, asking her to accompany him to the 35th floor where it was known that employees went to have sexual encounters, and the like;
- b. threatening that Plaintiff's work life could go well for her or not so well, depending upon her response to her direct supervisor's sexual advances;

c. disciplining Plaintiff after she refused Turner's sexual overtures and advances, including falsely accusing her of hiding in a closet to speak on the phone regarding personal matters during work time, singling out Plaintiff for discipline for lateness, putting Plaintiff on final warning and threatening her with termination of her employment and giving Plaintiff a poor performance review;

53. Turner's actions, as Thorpe's supervisor, had the purpose and/or effect of creating an intimidating, hostile or offensive working environment which would reasonably be perceived, and was perceived by Thorpe, as hostile or abusive.

54. Defendant Williams Lea condoned and/or ratified the discriminatory conduct and/or failed to take remedial action including but not limited to (1) failing to investigate allegations of sexual harassment and (2) failing to remove Turner as Plaintiff's direct supervisor, in violation of §8-107 of the New York City Human Rights Law, as amended by the Restoration Act.

51. As a result of the discriminatory and/or retaliatory acts of the Defendant and its agents, Plaintiff has suffered and will continue to suffer irreparable injury, economic harm, physical injury, emotional distress, and other compensable damage unless and until this Court grants relief pursuant to §8-107 of the New York City Human Rights Law, as amended by the Restoration Act.

SECOND CLAIM
(New York City Administrative Code - Retaliation)

52. Plaintiff realleges and incorporates by reference each allegation in the foregoing paragraphs as though fully set forth herein.

53. By the foregoing acts, in violation of §8-107 of the New York City Human Rights Law, as amended by the Restoration Act, Defendant Williams Lea through its managerial

employees and agents including but not limited to Tyrone Turner, Emily Santani, and/or other managerial employees and agents, discriminated and retaliated against Plaintiff on the basis of her sex in the terms and conditions of her employment and engaged in a pattern and practice of pervasive and/ or severe sexual harassment and perpetuation of a hostile work environment after she reported unlawful discrimination because of her sex and took hostile and/or abusive actions and/or tangible employment actions in furtherance of the discrimination and/or retaliation, including but not limited to:

- a. disciplining Plaintiff after she refused Turner's sexual overtures and advances and threatening her with termination of her employment;
- b. giving Plaintiff a poor performance evaluation after she refused Turner's sexual overtures and advances and/or after she reported the sexual harassment and the hostile work environment created by Turner; and
- c. requiring Plaintiff to sign the poor performance review after representing that all negative comments had been removed from her personnel file.

54. The foregoing retaliatory actions to which Plaintiff was subjected could well have dissuaded a reasonable employee in her position from refusing the unwanted overtures and/or complaining of unlawful discrimination.

55. Defendant Williams Lea, condoned and/or ratified and/or failed to take remedial action including but not limited to (1) failing to investigate allegations of sexual harassment and (2) failing to remove Turner as Plaintiff's direct supervisor in violation of §8-107 of the New York City Human Rights Law, as amended by the Restoration Act.

56. As a result of the discriminatory and/or retaliatory acts of the Defendant and its agents, Plaintiff has suffered and will continue to suffer irreparable injury, economic harm,

physical injury, emotional distress, and other compensable damage unless and until this Court grants relief pursuant to §8-107 of the New York City Human Rights Law, as amended by the Restoration Act.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter a judgment against Defendant, as follows:

On all claims:

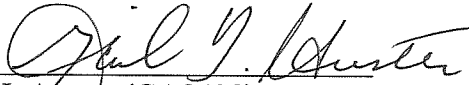
- (a) an award of compensatory damages in an amount to be determined;
- (b) an award of punitive damages in an amount to be determined as result of Defendant's reckless disregard of the risk that its conduct would harm Plaintiff's civil rights; and
- (c) an award of reasonable attorney's fees.

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury in this action.

Dated: July 11, 2012
New York, New York

THE LAW OFFICES OF
GAIL I. AUSTER & ASSOCIATES

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