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

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SARA HUNTER HUDSON, JULIA KUO, and CATHERINE WHARTON,

Plaintiffs,

- against -

MERRILL LYNCH & CO., INC., MERRILL LYNCH, PIERCE, FENNER & SMITH, INCORPORATED, and BANK OF AMERICA CORPORATION,

Defendants.

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Index No.

SUMMONS

Plaintiff designates New York County as the place of trial. The basis for venue is plaintiff Sara Hudson's address which is 190 Riverside Drive, New York, New York.

TO THE ABOVE NAMED DEFENDANTS-RESPONDENTS:

You are hereby summoned and required to serve upon the plaintiffs' attorney an answer to the complaint in this action within twenty (20) days after the service of this summons and complaint, exclusive of the day of service, or within thirty (30) days after service is complete if this summons and verified petition and complaint is not personally delivered to you within the State of New York.

In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the verified petition and complaint.

Dated: New York, New York
July 23, 2013

VLADECK, WALDMAN, ELIAS & ENGELHARD, P.C.

By: ______________________
Anne C. Vladeck
Anne L. Clark
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New York, New York 10036
(212) 403-7300

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COMPLAINT

JURY TRIAL DEMANDED

Plaintiffs Sara Hunter Hudson ("Hudson"), Julia Kuo ("Kuo"), and Catherine Wharton ("Wharton") (collectively "plaintiffs"), through their attorneys, Vladeck, Waldman, Elias & Engelhard, P.C., complain of defendants Merrill Lynch & Co., Inc., Merrill Lynch, Pierce, Fenner & Smith, Incorporated, and Bank of America Corporation (collectively "defendants") as follows:

NATURE OF ACTION

1. Plaintiffs bring this action to remedy discrimination on the basis of sex in the terms and conditions of employment, in violation of the New York City Human Rights Law, Administrative Code of the City of New York § 8-101 et seq. ("NYCHRL").

2. Plaintiffs seek compensatory and punitive damages, liquidated damages, and other appropriate legal relief pursuant to the NYCHRL.

PARTIES

3. Defendant Merrill Lynch & Co., Inc. is a financial services holding company, incorporated in Delaware and headquartered in New York. Merrill Lynch & Co., Inc. and its subsidiaries provide financial and investment services, including financial advisement. Merrill Lynch & Co., Inc. is an employer within the meaning of the NYCHRL.

4. Defendant Merrill Lynch, Pierce, Fenner & Smith, Incorporated ("MLPF&S) is a Delaware corporation headquartered in New York. MLPF&S is a full service securities firm engaged in the retail and institutional sale of securities, options contracts and various other financial products. MLPF&S is a wholly-owned subsidiary of Bank of America; prior to January 1, 2009, MLPF&S was a wholly-owned subsidiary of Merrill Lynch & Co., Inc. MLPF&S is an employer within the meaning of the NYCHRL.

5. Defendants Merrill Lynch & Co., Inc. and MLPF&S are referred collectively herein as "Merrill Lynch." Merrill Lynch employs nearly 17,000 persons nationwide as Financial Advisors ("FAs") who sell its products and services at its branch offices located throughout the country, including New York City. Merrill Lynch's New York "flagship" branch, where plaintiffs worked, is located at 717 Fifth Avenue, New York, New York, 10022.

6. Defendant Bank of America is a financial services company incorporated in Delaware and headquartered in North Carolina that regularly conducts business in New York City. On September 15, 2008, Bank of America and Merrill Lynch announced that Bank of America would acquire Merrill Lynch for approximately $50 billion in an all-stock transaction. The acquisition closed on January 1, 2009. Bank of America is an employer within the meaning of the NYCHRL.

7. Plaintiff Hudson worked for Merrill Lynch in Manhattan from July 2008 until the involuntary termination of her employment on January 26, 2009. Beginning January 1, 2009, after Bank of America acquired Merrill Lynch, Bank of America, jointly with Merrill Lynch, employed Hudson. Hudson is a citizen of New York.

8. Plaintiff Kuo worked for Merrill Lynch in Manhattan from March 2008 until the involuntary termination of her employment on January 26, 2009. Beginning January 1, 2009, after Bank of America acquired Merrill Lynch, Bank of America, jointly with Merrill Lynch, employed Kuo. Kuo is a citizen of New York.

9. Plaintiff Wharton worked for Merrill Lynch in Manhattan from October 2006 until the involuntary termination of her employment on January 26, 2009. Beginning January 1, 2009, after Bank of America acquired Merrill Lynch, Bank of America, jointly with Merrill Lynch, employed Wharton. Wharton is a citizen of California.

JURISDICTION AND VENUE

10. This Court has jurisdiction over the plaintiffs' claims and venue properly lies in New York County, plaintiffs Hudson and Kuo reside in New York County.

11. On September 2, 2012, plaintiffs commenced a lawsuit in the United States District Court for the Southern District of New York alleging violations of, *inter alia*, the NYCHRL, based on the same transactions and occurrences alleged in this Complaint. (Vuona, et al. v. Merrill Lynch & Co., et al., 1:10-cv-6529 (PAE))

12. Plaintiffs' NYCHRL claims in that action were timely commenced within all applicable statutes of limitation.

13. On January 24, 2013, plaintiffs' NYCHRL claims were dismissed without prejudice to plaintiffs. Pursuant to C.P.L.R. § 205, the present action is timely.

BACKGROUND

14. Merrill Lynch has retail branches throughout the country. The "flagship" branch is the branch on Fifth Avenue in Manhattan. In 2008, the Fifth Avenue branch had about 200 FAs. Historically, the Fifth Avenue branch has had very few female FAs. Upon information and belief, at the time plaintiffs were hired, the Branch Managers received additional compensation for hiring women and minority FAs.

15. Merrill Lynch had training programs for FAs. Under the programs, Merrill Lynch hired unlicensed trainees new to the industry, as well as trainees from other brokerage firms who were already licensed. The program lasted up to three years from the time the trainee was hired. The trainee was paid a salary and was credited with assets brought in and fees generated. Once a trainee FA graduated from the program, she was removed from salary and, as a regular FA, was paid on a commission-only basis. The production of FA trainees was monitored regularly. FA trainees who were not on track with their production could be placed on 90-day warnings and, if production did not improve, fired.

16. Merrill Lynch trainee FAs Hudson and Kuo participated in a training program called the Practice Management Development ("PMD") program. Wharton participated in the Paths of Achievement ("POA") program, the predecessor to the PMD program. The performance requirements for both training programs were similar, but had some differences.

17. The PMD program was broken down into three phases: an initial phase of about four months, during which trainees obtained licensing, received training and passed initial developmental assessments; Stage I, lasting approximately three months, where trainees passed a second developmental assessment, were assigned target production numbers, and achieved

minimal performance requirements; and Stage II, a 36-month production phase with specific performance goals determined by salary and length of time in the training program.

18. The POA program consisted of two phases. The first phase lasted four or more months, during which trainees obtained licensing, received classroom training and passed two internal development assessments. Trainees then entered the production phase for up to 24 months, until management determined that the trainee FA had reached a sufficient level of production to operate on a commission-only basis.

19. At the time of plaintiffs' hire, Merrill Lynch employed more than forty FA trainees. Over time, some FAs left and some were fired for performance issues.

BIAS AGAINST WOMEN AT THE FIFTH AVENUE BRANCH

20. When plaintiffs were hired, the Director/Branch Manager was Joe Mattia ("Mattia").

21. Mattia provided support to male FA trainees that he did not provide to plaintiffs or, upon information and belief, to other female trainees.

22. In 2008, Mattia gave each female FA and FA trainee a copy of a book titled Seducing the Boys Club. He requested that all female FAs read the book and attend a talk with the author he hosted at the office on May 21, 2008, which plaintiffs understood they were required to attend. The author encouraged women to stroke men's egos with flattery and manipulation in order to succeed in a male-dominated environment such as Merrill Lynch. Plaintiffs Kuo and Wharton each considered the message of the book to be highly offensive. Hudson was not yet employed by Merrill Lynch at the time of the event. Mattia later acknowledged that the message of the book may have been offensive to women.

23. Female FA trainees complained about Mattia's treatment of them, including that men in the "old boys' network" received favorable treatment.

24. Defendants provided Kuo and other newly-hired female FA trainees with handbags with the Merrill Lynch logo on them. On information and belief, defendants provided newly-hired male FA trainees with neckties.

Factual Allegations Relevant to Plaintiff Sara Hunter Hudson

25. Hudson received a BA from Sarah Lawrence College in 1962. After college, she spent approximately eleven years working for a variety of non-profit and publishing companies, including the Metropolitan Museum of Art, CBS News and American Heritage Publishing Company. In 1980, Hudson made a career change to finance. She worked in various Private Banking positions in the 1980s for Chemical Bank, Irving Trust Co., and Manufacturers Hanover Trust. For five years Hudson was Vice President and Director of Marketing for an investment management firm. After that, for nine years she was a Vice President and a Senior Business Development Officer for Bank of New York. During the year prior to joining Merrill Lynch, Hudson was an FA at Morgan Stanley.

26. Mattia recruited Hudson from Morgan Stanley in July 2008.

27. Hudson obtained her licenses, except those relating to insurance, prior to joining Merrill Lynch. She began production in September 2008, the same month that Bank of America announced it would take over Merrill Lynch at the end of the year.

28. Hudson entered Stage II in November 2008.

29. Hudson did not receive a mentor until approximately two months after her hire. Only after Hudson approached Mattia about a mentor was she assigned one.

30. Male FA trainees typically received a mentor within weeks of their hire; Mattia considered possible mentors for male FA trainees during the interview process.

31. In her first three months of production, Hudson secured approximately $340,000 in business. One of the accounts she brought over from Morgan Stanley consisted of $250,000 in bonds. The top fixed income specialist at her Merrill Lynch branch advised Hudson not to sell the bonds because there was not an equivalent security available in the market at that time. Those assets were therefore not fee-generating. The other account she brought over from Morgan Stanley was a $90,000 IRA rollover which was entirely in Bank of New York Stock. It would have been damaging to the portfolio to try to sell the stock in a depressed market.

32. Some FA trainees formed a "team" with an established FA. Under the team system, senior FAs would mentor the trainee and share some of their business, and the team would split the credit (not necessarily equally) for production.

33. In 2002, Merrill Lynch issued a report identifying the benefits of teaming to FAs, as well as the underrepresentation of women and minorities on teams.

34. In late December 2008, Hudson began the process of forming a team with a more senior FA, who was a woman. The two began the paperwork but, due to various holidays and vacations, had not completed the paperwork by the time Hudson's employment was terminated.

35. In or around late December 2008 and early January 2009, Hudson had five or more prospective clients ready to bring their assets to Merrill Lynch, including clients with $4 million, $10 million and $75 million in assets, based on existing relationships with Hudson developed while she was at the Bank of New York and Morgan Stanley. These clients were

interested in working with Hudson but wanted to wait for the merger to be completed before moving any assets to Merrill Lynch.

36. During that same period, Hudson also had an extraordinary opportunity. Through her contacts, Hudson had developed a relationship with a U.S. holding company that represented a foreign country and one of its most prominent families. The holding company approached Hudson to do business with Merrill Lynch. The business potentially would have been worth several million dollars at that time.

37. Hudson set up a meeting with the representative for the foreign government and the family, and invited Joel Meshel ("Meshel"), Vice President and Regional Sales Manager, and two male bankers in the branch (the "Bankers"), to attend.

38. Meshel asked Hudson, in a belittling tone, why the foreign government and family would bring Hudson this business. Later that day, Hudson gave Meshel a copy of her resume, which he was not willing to review. In the same belittling tone, Meshel said it would be "nice" for Hudson if she brought in this business. Hudson pointed out that it would be good for Merrill Lynch if she brought in this business.

39. The next day, Meshel came to Hudson's desk and spoke dismissively about the opportunity with the holding company, even though Meshel had limited information. Meshel told Hudson that his advice was for her to "stick to [her] knitting." Hudson considered the remark to be sexist.

40. At the time of the scheduled meeting with the representative of the foreign government and family, Meshel said he could not attend because "something came up." Hudson insisted that Meshel meet with the representative, who had arrived and was waiting. Although the Bankers stayed for the meeting, Meshel left after about ten minutes to take an internal call.

The Bankers later told Hudson that the business seemed valid, but that they could not follow through with their research until they received word from Meshel to do so.

41. Hudson tried to set up a follow-up meeting with Meshel, but he refused to meet.

42. As a result, Merrill Lynch did not acquire the business. Upon information and belief, the foreign government and family brought their business to other financial institutions.

Factual Allegations Relevant to Plaintiff Julia Kuo

43. Kuo graduated with honors from Carnegie Mellon University in 1995 with a B.S. in Industrial Engineering and a minor in Japanese. After college, she worked as an analyst for two financial firms. She then became a desktop developer for UBS. Kuo worked at Merrill Lynch as a Business Analyst and Assistant Vice President in Global Emerging Markets for three years. After that, Kuo worked for Credit Suisse, first as a Business Analyst/Assistant Vice President in Global Emerging Markets and then in Product Control. Kuo then spent one and a half years as an FA for UBS Financial Services.

44. Kuo was recruited to Merrill Lynch and began working in March 2008.

45. Kuo had her licenses prior to being hired by Merrill Lynch, and began production in July 2008.

46. Mattia introduced newly-hired FA trainees at weekly meetings within the branch. Mattia did not introduce Kuo after her hire but did introduce a male FA trainee that had received an offer of employment on the same day as Kuo. Mattia eventually introduced Kuo after another FA trainee said something to Mattia.

47. Mattia and other Merrill Lynch managers knew that Kuo was interested in being mentored by an international FA ("IFA"). After her hire, Kuo was not provided with a possible candidate for more than a month and eventually located a mentor on her own.

48. Three men hired by Merrill Lynch around the same time as Kuo received mentors before Kuo. Ultimately, Kuo shared the mentor of one of those men.

49. Kuo also asked Meshel for help finding an IFA to partner with on some international clients she had been assigned. Kuo asked Meshel for help because he was the branch Sales Manager and had prior experience managing international clients. Meshel's advice to Kuo was to "ask around."

50. Kuo hosted events and seminars to try to obtain new clients, and was active in several business networking groups. Kuo worked with a summer intern to generate leads from the public business library database. Kuo also set up a split pool with FA's for potential clients, which could be expected to generate considerable production revenue.

51. In addition, Kuo had brought in substantial business for which she did not receive full credit. For example, as a trainee, Kuo could not be an international advisor. This required her to split credit, including for two clients worth $350,000 and $400,000, with FAs who had little involvement in the transactions.

52. In October 2008, she brought in a 401(k) profit sharing plan for a physical therapy clinic that, due to a rule change in the summer of 2008, did not count toward annualized assets. She also had another 401(k) profit sharing plan, valued at $500,000, that did not produce production credits. In January 2009, Kuo was in the process of converting the $500,000 401(k) into a fund that did produce production credits.

53. Kuo also brought in a $3 million hedge fund. Mattia directed Kuo to split the account with her mentor, even though it was unnecessary for her to do so.

54. Kuo had a client with $350,000 in a mutual fund for which she did not get any credits. In January 2009, Kuo completed the paperwork to transfer the fund and obtain the proper credit for the mutual fund.

Factual Allegations Relevant to Plaintiff Catherine Wharton

55. Wharton received a BA from the University of California, Berkeley, in 2000. After college, she was a business analyst for Deloitte Consulting and then Associate Manager in the Corporate Communications department of a brand strategy consulting firm.

56. Wharton was hired by Merrill Lynch as an FA trainee in October 2006.

57. Wharton acquired her licenses and began production in May 2007.

58. Throughout her time in the program, Wharton was held out by management as an example of a successful trainee and labeled by one program coach as a "winner."

59. Despite the difficulties in the market, Wharton was scheduled to complete the program on May 31, 2009, and was considered by management to be on-target for meeting her overall asset goals, even though, because of market conditions, her fee-generating assets were below goal. At the time Wharton was fired in January 2009, she had achieved over $13 million in assets out of the $15 million total she would need to graduate from the program, was close to tracking her hurdles and had met two of the three quarterly metrics on a monthly basis for most of 2008. Wharton also was in the second and third quintiles for all of 2008. Completion of the program would have taken Wharton off salary and placed her compensation

on a commission-only basis, meaning Merrill Lynch no longer would have been responsible for her salary.

60. Prior to her dismissal, Wharton had a list of 125 senior financial professionals who had expressed an interest in meeting with her in the next one to six months, including an executive of a venture capital firm that could have invested up to $20 million. In August or September 2008, just prior to Merrill Lynch's near collapse, Wharton had brought in six financial professionals as new clients. Wharton also had other prospects who had met with her and were considering transferring assets to Merrill Lynch.

61. In addition, Wharton had existing clients who were exploring transferring additional assets or refinancing their mortgages, including a new client who was interested in transferring up to a million dollars from an account held at another firm. One existing client had stated her intention to transfer additional assets to Wharton but wanted to "hit the pause button" until the market settled down.

Other Women Also Are Discriminated Against

62. In or about November 2007, defendants recruited an FA trainee, "A," into the PMD program.

63. During A's second week at Merrill Lynch, Mattia, through his assistant, assigned AA to answer his telephone while the assistant was on vacation. Because A did not think this was an appropriate assignment for an FA, A asked the assistant if any of the male FAs were ever directed to answer the telephones. The assistant responded, "No, Joe feels more comfortable with girls answering the phone. You understand, right?"

64. While answering the phones, A did not have the same ability as her male colleagues to build her lead lists or reach out to prospective clients. Several senior FAs in the

office asked A if she was hired as a secretary or an FA. A's credibility as a professional in the office was compromised immediately.

65. After A began to answer Mattia's telephone, she answered a call from Anna Roccanova ("Roccanova"), the Fifth Avenue Business Manager.

66. Later that day, Roccanova called A into her office. Roccanova screamed at AA because she did not believe she was "perky" or "bubbly" enough when she answered Mattia's telephone. A reported to Roccanova that Mattia's assistant had told her that Mattia preferred to have "girls" answer his phones and that this offended her. Roccanova told A that she would "not last long" if she continued to have such an "uncooperative attitude." A told Roccanova that her performance was to be judged on her ability to bring business to the firm, and that she could not accomplish that while performing another job function. A also told Roccanova that her yelling was inappropriate, degrading and frightening.

67. The next morning, A told Mattia that his assistant had said he had a preference that "girls" answer his phones, which A found offensive. Mattia did not deny that he had such a preference. A also told Mattia about Roccanova's abusive conduct. Mattia explained that Roccanova was difficult, especially on women, and was at the branch before there were any female FAs. A told Mattia she would be glad to answer his telephones if male FAs were also asked to do so. After that, an intern was assigned to answer Mattia's telephone.

68. As early as April 2008, A had asked to be placed on a team but was never placed on one. In contrast, defendants helped male trainees find teaming opportunities.

DEFENDANTS' CONSIDER GENDER WHEN SELECTING TRAINEES FOR THE "REDUCTION IN FORCE"

Layoff Selections

69. In the fall of 2008, due to the economic downturn, it became difficult for FAs to meet their goals. Clients were reluctant to invest, particularly in the types of products that generated fees. The non-fee-generating products, such as cash and cash equivalents, were generally more conservative investments. Due to the market volatility it was best for clients to be in such conservative investments, but they did not count toward training program goals.

70. In addition, because of Bank of America's acquisition of Merrill Lynch, many potential and existing clients decided to wait until the merger was complete before moving money to Merrill Lynch. Merrill Lynch did not adjust performance goals for trainees and continued to push FAs to invest new assets into riskier fee-generating products.

71. After it was announced that Bank of America was acquiring Merrill Lynch, management repeatedly assured all FAs, including plaintiffs, that their employment would not be affected by the merger.

72. In December 2008 Mattia was fired. In late January 2009, Linda Houston ("Houston") was appointed as the new Director/Branch Manager for the Fifth Avenue branch.

73. By late January 2009, fewer than thirty FA trainees remained, of which only eight were women.

74. Upon information and belief, some males who had failed the program had been reassigned or rehired as client associates ("CAs") on FA teams.

75. On January 26, 2009, approximately 13 FA trainees were laid off from the Fifth Avenue branch. Seven of the eight female FA trainees were fired, including plaintiffs.

Approximately 15 male FA trainees were retained, including men who were not meeting their performance goals.

76. Compared to other Merrill Lynch branches that participated in the same lay-off, the Fifth Avenue branch laid off a disproportionate number of female FAs.

77. Because Houston was new when the lay-off decisions were being made, Meshel and Roccanova compiled the list for the Fifth Avenue branch.

78. Defendants provided to branch managers a "mandatory" layoff list of Stage II trainees, to which branch managers were to add additional trainees from the Stage I/Trainee pool.

79. While defendants instructed its managers that no exceptions to the "mandatory" layoff list were to be made, Meshel and Roccanova selected several poor-performing men and requested that they be exempt from the layoff. Defendants made no such efforts for Wharton or other female trainees on the list.

80. Among those men taken off the list, one claimed to have new business that should arrive in February 2009. The male trainee had not met a single production hurdle in the nine months he had been in production as an FA. The business in fact arrived later, and was not the volume represented by defendants when taking him off the mandatory list.

81. Meshel and Roccanova selected another male trainee to be exempt from layoff. Not only had this trainee not met a single program hurdle, he had not acquired a single asset. This trainees had also received two warnings for appearing to be intoxicated at work. Moreover, the FA with whom he worked asked if she could be relieved of him because he was unreliable and not pulling his weight.

82. Defendants did not consider the business plaintiffs expected to receive within that timeframe or otherwise attempt to apply any exceptions to plaintiffs, including to Wharton.

83. At the time of the layoff, Wharton had been close to meeting her program hurdles each month and had been held out as an example of a successful FA trainee approximately six months before the layoff. She also was set to graduate from the program in May 2009, at which time she would no longer receive a salary from Merrill Lynch and would be paid from commissions on her business.

84. Defendants' selected additional FA trainees for the layoff on a discretionary basis. Defendants' directive to managers was that additional layoffs should be selected from the pool of Stage I and new-hire trainees. Instead, Meshel and Roccanova selected Kuo and Hudson, Stage II trainees, to be included in the reduction in force. In doing so, defendants ignored male FA trainees with comparable or worse performance.

85. For example, Meshel asked a senior FA for recommendations of newly-hired FA trainees to retain. The senior FA identified two trainees, a man and a woman, as two trainees that should be retained. Meshel retained the male trainee only and added the female trainee to the layoff list.

86. Similarly, other male FA trainees that had only recently been hired weeks before the layoff were retained. A female FA trainee who had recently been hired and who had been successful at UBS, however, was selected for the layoff.

87. In selecting Hudson and Kuo for the discretionary layoff list, defendants did not consider Kuo's and Hudson's pipeline or prospects for business as it did for male trainees.

Layoff Announcement

88. Plaintiffs were called into meetings on January 26, 2009 where they were told they were being fired.

89. Wharton was called to a meeting with Roccanova and Ken McCracken ("McCracken") where she was told she was being laid off. They told Wharton it had nothing to do with her performance, but was due to the economy. Roccanova told Wharton that she should not try to become an FA at another firm because it was not a good time. Wharton was not given any documentation concerning her firing or any benefits information, nor was she offered any severance.

90. Hudson also was called to a meeting with Roccanova and McCracken, at which Roccanova told Hudson that she was being laid off. Roccanova said that all FA trainees were being let go. Roccanova told Hudson that her dismissal had nothing to do with her performance, but was due to the economy. Hudson was not given any documentation about the termination or any benefits information, nor was she offered any severance.

91. On January 26, 2009, Kuo was called to a meeting with the new Managing Director/Branch Manager, Houston, and a person from Compliance who did not work in the Fifth Avenue branch. They told Kuo she being laid off because of the economy. Kuo was not given any documentation about the termination or any benefits information, nor was she offered any severance. They told her to leave the office as soon as possible.

92. Kuo later returned to Houston's office. Kuo told Houston that she had a half million dollars in assets coming in and was meeting her goals. Houston said that she was sorry, but that she was not going to reverse the decision, which was final. Houston told Kuo to hand in her ID, call Human Resources, and cancel all of her appointments.

93. Kuo tried to obtain more information about her dismissal. The Fifth Avenue branch assistant to Houston, Annette Kennedy, directed Kuo to call the 800 number for HR. When Kuo called the 800 number she was told she was part of a nationwide lay-off and that any other questions should be directed to her local branch. After about three or so calls to HR, Kuo was told that Merrill Lynch did not have to provide her with any documentation about the termination of her employment.

94. Other trainees had similarly experiences. For example, during A's meeting, Roccanova told A that she should not try to become an FA at another firm because it was not a good time. Roccanova handed A a tissue and said that, "as a female, [she] wouldn't want [A's] mascara to run," even though A was not crying.

95. A also raised with Human Resources her concerns that all or nearly all of the women from the training program had been fired. A's complaint was treated dismissively and was not investigated.

CAUSE OF ACTION

Gender Discrimination in Violation of the NYCHRL
(All Plaintiffs)

96. Plaintiffs repeat and reallege paragraphs 1 to 95 of this Complaint as if fully set forth herein.

97. By the acts and practices described above, defendants have discriminated against plaintiffs in the terms and conditions of their employment on the basis of their sex, in violation of the NYCHRL.

98. As a result of defendants' discriminatory acts, plaintiffs have suffered and will continue to suffer irreparable injury, monetary damage and damages for mental anguish, emotional distress, and reputational injury unless and until this Court grants relief.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that this Court enter an award:

(a) awarding plaintiffs damages to make them whole for all earnings they would have received but for defendants' unlawful conduct, including, but not limited to, wages, pension, 401(k) contributions, bonuses and other lost benefits;

(e) awarding plaintiffs punitive damages;

(f) awarding plaintiffs an additional amount to compensate plaintiffs for the emotional distress and reputational damage defendants' unlawful conduct has caused plaintiffs;

(g) awarding plaintiffs such interest as is allowed by law;

(h) awarding plaintiffs damages to compensate for any adverse tax consequences;

(i) awarding plaintiffs their reasonable attorneys' fees and costs; and

(j) granting such other and further relief as the Court deems necessary and proper.

DEMAND FOR JURY TRIAL

Pursuant to C.P.L.R. § 4102, plaintiff demands a trial by jury in this action.

Dated: New York, New York
July 23, 2013

VLADECK, WALDMAN, ELIAS
& ENGELHARD, P.C.

By: ______________________

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