

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

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GREGORY KENNEY

Plaintiff,

-against-

TRINITY SCHOOL, PAT KRIEGER as an Aider
And Abettor, in her official capacity, ANN GRAVEL
as an Aider and Abettor, in her official and individual
capacity,

Defendants.
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AMENDED SUMMONS

Index No. _____

Plaintiff designates
NEW YORK COUNTY
as the place of trial.

The basis of venue is the
Defendants place of business
and the conduct complained of.

To the above named Defendants:

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(s) 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 to answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Garden City, New York
December 2, 2013

Attorney(s) for Plaintiff
The Law Office of Steven A. Morelli, P.C.
1461 Franklin Avenue
Garden City, NY 11530
(516) 393-9151



LAURA DILIMETIN

TO: TRINITY SCHOOL
139 West 91st Street
New York, New York 10024

PAT KRIEGER
139 West 91st Street
New York, New York 10024

ANN GRAVEL
139 West 91st Street
New York, New York 10024

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

----- X
GREGORY KENNEY,

Plaintiff,

-against-

Index No.:

COMPLAINT

**TRINITY SCHOOL, PAT KRIEGER
as an Aider and Abettor, in her official
and individual capacity, ANN GRAVEL,
as an Aider and Abettor, in her official
and individual capacity,**

Defendants.

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Plaintiff **GREGORY KENNEY**, by and through his attorneys, **THE LAW OFFICE OF STEVEN A. MORELLI, P.C.**, respectfully alleges, upon knowledge as to himself and his own actions, and upon information and belief as to all other matters, as follows:

PRELIMINARY STATEMENT

1. Plaintiff brings this civil action seeking declaratory relief, monetary damages and affirmative relief based upon Defendants' violations of New York State Human Rights Law (hereinafter "NYSHRL"), N.Y. Exec. Law § 296 and 297, *et seq.*, The New York City Human Rights Law, (hereinafter "NYCHRL"), N.Y.C. Admin. Code § 8-107, *et seq.* and other appropriate rules, regulations, statutes and ordinances.

JURISDICTION AND VENUE

2. This Court maintains jurisdiction pursuant to CPLR § 301. Venue is proper pursuant to CPLR § 503.

PARTIES

3. Plaintiff **GREGORY KENNEY** (hereinafter “Plaintiff” or “Kenney”) was at all relevant times, a domiciliary of the State of New York and resides in the County of Nassau.
4. At all relevant times, Plaintiff has been a “person” within the meaning of Section 292(1) of the NYSHRL and Section 8-102(1) of the NYCHRL.
5. Defendant **TRINITY SCHOOL** (hereinafter “Defendant Trinity”) is a domestic non-profit incorporated under the laws of the State of New York. Defendant Trinity is headquartered at 139 West 91st Street, New York, New York 10024.
6. Upon information and belief, at all relevant times, Defendant Trinity has been an “employer” within the meaning of Section 292(5) of the NYSHRL and Section 8-102(1) of the NYCHRL.
7. Upon information and belief, at all relevant times, Defendant **PAT KRIEGER** (hereinafter “Krieger”) is a “person” pursuant to Section 292(1) of the NYSHRL and a resident of the State of New York.
8. Upon information and belief, at all relevant times, Defendant **ANN GRAVEL** (hereinafter “Gravel”) is a “person” pursuant to Section 292(1) of the NYSHRL and a resident of the State of New York.
9. At all relevant times, Defendant Krieger supervised and directed the terms and conditions of Plaintiff’s employment, and is being sued herein, in her individual capacity as an aider and abettor under the NYSHRL and in her official capacity as a School Administrator.
10. At all relevant times, Defendant Gravel supervised and directed the terms and conditions of Plaintiff’s employment, and is being sued herein, in her individual capacity as an aider

and abettor under the NYSHRL and in her official capacity as a School Administrator

FACTS

11. Plaintiff repeats and re-alleges each and every allegation contained herein.
12. Plaintiff is a fifty (50) year old a heterosexual, married male with three young children.
13. Plaintiff began his employment with Defendant Trinity in 1997 as a Physical Education Teacher and Coach on a contractual basis.
14. During the last sixteen (16) years, Plaintiff's contract was regularly renewed on an annual basis and Plaintiff was afforded increased responsibilities in connection with his position.
15. At all relevant times, Plaintiff performed his duties in a satisfactory manner and in accordance with the requirements of his contract.
16. As evidence of his strong performance school wide, Plaintiff was afforded significant responsibility and awarded a competitive travel grant in 2012.
17. During Plaintiff's tenure with Defendant, Plaintiff enjoyed a positive relationship with administrators, staff, and fellow teachers at the Trinity school.
18. However, when placed under the supervision and leadership of a homosexual, single, female administrator with no children, Plaintiff was subject to disparate treatment and unlawful discrimination predicated upon his gender, sexual orientation, age, and traditional marital status.
19. Despite the fact that under the supervision of a male school administrator, Chris Schobel, Plaintiff received positive feedback and reviews, Plaintiff was continuously berated and reprimanded by Defendant Gravel, who would routinely afford preferential

treatment to the younger, single, female teacher, with no children employed by Defendant Trinity.

20. Defendant Krieger demanded that Plaintiff coach three upper school sports, soccer, basketball, and golf, knowing that those sports required nights, weekends, summer commitments, and holidays, and that it would interfere with Plaintiff's responsibilities to his wife and young children.
21. Although Plaintiff's supervisor, Defendant Krieger, routinely scheduled weekly meetings with a female, single teacher, without children, Kristen Stroupe, Ms. Krieger and Ms. Gravel failed to schedule required monthly meetings with Plaintiff.
22. Although physical education teachers who had spring coaching commitments had to attend the annual spring break training trip, Defendant Gravel, a single female with no children, was instead permitted to have those two-weeks of vacation, yet Plaintiff was required to be present during such trips.
23. When Plaintiff complained to Defendant Krieger that the spring break trip posed a challenge to him in light of his family obligations, Plaintiff was reprimanded by Defendant Krieger, who, informed him that she did not care about his family obligations and that "we all make choices," and that she expected Plaintiff to be present.
24. Further evidencing Defendants' discriminatory conduct predicated upon Plaintiff's gender, age, sexual orientation, and marital status, is that Plaintiff was required to perform duties in excess of those required by his contract, while the younger, single, female teacher employed by Defendants was not subject to the same requirements.

25. For example, despite the fact that Plaintiff was already coaching the required number of seasons pursuant to his employment contract, Defendant Krieger demanded that Plaintiff coach in excess of the requirements of his contract. Defendant Krieger also made demands that Plaintiff carry additional coaching duties on nights and weekends.
26. When Plaintiff advised defendant Krieger that he could not carry out such additional commitments due to his children and family obligations, she became visibly upset and reported the matter to the Headmaster, while, a single, female teacher faced no scrutiny when she refused to coach a third season.
27. After Plaintiff's complaints of the disparate treatment to which he was subjected to by Defendants, Defendant Krieger attempted to force Plaintiff's resignation, stating that Plaintiff's refusal to coach a third season, substantially decreased his value to Trinity, and that in light of his familial status, she did not believe Plaintiff's employment was sustainable.
28. It was evident that Defendant Krieger, who herself is a homosexual, routinely favored other single, younger females without children and discriminated against Plaintiff because of his gender, sexual orientation, "traditional familial status" and age.
29. On at least one occasion, Plaintiff was dissuaded from attending social events with his peers because he was a heterosexual, married male with children, who wouldn't fit in with Defendants' "culture".
30. By virtue of his position at Defendant Trinity, Plaintiff was eligible to put his name on a wait list for an apartment at the Trinity School. As part of defendants' plan to harass and to push Plaintiff out, Plaintiff was subjected to false allegations of illegally subletting his

apartment. Also, others were granted the apartments before Plaintiff in violation of Defendants' policies.

31. Defendant Gravel demanded that Plaintiff stay in his Trinity apartment and not travel home to his family on any days that the weather may impact the LIRR or MTA, which was not part of the School's policy.
32. Although Plaintiff routinely complained of disparate treatment and Defendants' discriminatory conduct to both Defendants and to his former supervisor Chris Schobel, Defendants failed to take any corrective action and instead began a campaign of retaliation against Plaintiff culminating his eventual termination on or about June 2012, carried out in violation of the terms of his contract. Indeed, shortly before his termination, Plaintiff was informed that Defendants "were out to get him."
33. Defendant Krieger created situations and reported Plaintiff to the Headmaster falsely.
34. Defendant Krieger falsely reported Plaintiff to the Headmaster stating that Plaintiff allowed students to be without supervision.
35. Defendant Gravel threatened Plaintiff's job on multiple occasions.
36. When Plaintiff complained about the situation to the Dean of the Upper School, she described the situation as a "hostile work environment".
37. Recently, Defendant Krieger terminated other married coaches with young children.
38. Upon information and belief, Plaintiff was subsequently replaced by a homosexual female for his teaching duties, and a younger male without children to take over coaching the boys soccer and basketball teams.

39. Based upon the foregoing actions, Plaintiff was discriminated against because of his age, gender, sexual orientation and marital status and retaliated against for engaging in statutorily protected activity.

CLAIMS FOR RELIEF
FIRST CLAIM FOR RELIEF
(NYSHRL - Gender Discrimination)

40. Plaintiff repeats and re-alleges each and every allegation contained herein.

41. Plaintiff has been discriminated against by Defendants on the basis of his gender in violation of the NYSHRL, in that Defendants engaged in a course of conduct which included, but was not limited to, subjecting Plaintiff to differential treatment and wrongfully terminating Plaintiff's employment because of his gender.

42. As a proximate result of Defendants' discrimination, Plaintiff has suffered and continues to suffer substantial loss of future earnings, bonuses and other employment benefits.

43. Further, as a proximate result of Defendants' actions, Plaintiff has suffered and continues to suffer depression, severe and lasting embarrassment, humiliation, anguish, and other incidental and consequential damages and expenses.

44. The conduct of Defendants was done in conscious disregard of Plaintiff's rights. Therefore, Plaintiff is entitled to equitable and injunctive relief and an award of compensatory damages in an amount to be determined at trial.

SECOND CLAIM FOR RELIEF
(NYCHRL- Gender Discrimination)

45. Plaintiff repeats and re-alleges each and every allegation contained herein.

46. Plaintiff has been discriminated against on the basis of his gender in violation of the New York City Human Rights Law, by Defendants engaging in a course of conduct which

included, but was not limited to, subjecting Plaintiff to differential treatment and wrongfully terminating Plaintiff's employment because of his gender.

47. As a proximate result of Defendants' discrimination, Plaintiff has suffered and continues to suffer substantial losses of past and future earnings, deferred compensation, bonuses and other employment benefits.

48. Further, as a proximate result of Defendants' actions, Plaintiff suffered and continues to suffer depression, severe and lasting embarrassment, humiliation, mental and physical anguish and other incidental and consequential damages and expenses.

49. The conduct of Defendants was done in conscious disregard of Plaintiff's rights. Therefore, Plaintiff is entitled to equitable and injunctive relief, attorneys' fees, and an award of punitive and compensatory damages in an amount to be determined at trial.

THIRD CLAIM FOR RELIEF
(NYSHRL - Age Discrimination)

50. Plaintiff repeats and realleges each and every allegation contained herein.

51. Plaintiff has been discriminated against by Defendants on the basis of his age in violation of NYSHRL, in that Plaintiff was denied equal employment for which he was qualified and unlawfully terminated because of his age.

52. As a proximate result of Defendants' discrimination, Plaintiff has suffered and continues to suffer substantial loss of past and future earnings, bonuses, other employment benefits, all to Plaintiff's measure of damages, in an amount to be determined at trial.

53. Further, as a proximate result of Defendants' actions, Plaintiff has suffered and continues to suffer depression, severe and lasting embarrassment, humiliation and anguish, and other incidental and consequential damages and expenses, all to Plaintiff's measure of

damages, in an amount to be determined at trial.

54. The conduct of Defendants was done in conscious disregard of Plaintiff's rights.

Therefore, Plaintiff is entitled to an award of injunctive and equitable relief and an award of compensatory damages from Defendants in an amount to be determined at trial.

FOURTH CLAIM FOR RELIEF
(NYCHRL - Age Discrimination)

55. Plaintiff repeats and realleges each and every allegation contained herein.

56. Plaintiff has been discriminated against on the basis of his age in violation of the NYCHRL, in that Plaintiff was denied equal employment for which he was qualified and unlawfully terminated by Defendants because of his age.

57. As a proximate result of Defendants' discrimination, Plaintiff has suffered and continues to suffer substantial losses of past and future earnings, deferred compensation, bonuses and other employment benefits.

58. As a further proximate result of Defendants' actions, Plaintiff suffered and continues to suffer depression, severe and lasting embarrassment, humiliation, mental and physical anguish and other incidental and consequential damages and expenses.

59. The conduct of Defendants was done in conscious disregard of Plaintiff's rights. Therefore, Plaintiff is entitled to equitable and injunctive relief, attorneys' fees, and an award of punitive and compensatory damages in an amount to be determined at trial.

FIFTH CLAIM FOR RELIEF
(Sexual Orientation Discrimination in Violation of NYSHRL)

60. Plaintiff repeats and realleges each and every allegation contained herein.

61. New York State Executive Law § 290 et seq., makes it unlawful to discriminate against any individual in the terms, conditions, or privileges of employment on the basis of sexual orientation.
62. Based upon the foregoing actions alleged herein, which includes, but is not limited to, differential treatment afforded to homosexuals, Defendants discriminated against the Plaintiff because of his sexual orientation.
63. As a direct and proximate result of the unlawful employment practices of Defendants, Plaintiff has suffered the indignity of sexual orientation discrimination and great humiliation, loss of career opportunity, income and related benefits, depression, and emotional distress.
64. Therefore, Plaintiff is entitled to equitable and injunctive relief and an award of compensatory damages, in an amount to be determined at trial.

SIXTH CLAIM FOR RELIEF
(Sexual Orientation Discrimination in Violation of NYCHRL)

65. Plaintiff repeats and realleges each and every allegation contained herein.
66. New York City Administrative Code §8-10 et seq., makes it unlawful to discriminate against any individual in the terms, conditions, or privileges of employment on the basis of sexual orientation.
67. Based upon the foregoing actions alleged herein, which includes, is not limited to, differential treatment afforded to homosexuals, Defendants discriminated against the Plaintiff because of his sexual orientation.
68. As a direct and proximate result of the unlawful employment practices of Defendants' Plaintiff has suffered the indignity of sexual orientation discrimination and great

humiliation, loss of career opportunity, income and related benefits, depression, and emotional distress.

69. The conduct of Defendants was done in conscious disregard of Plaintiff's rights. Therefore, Plaintiff is entitled to equitable and injunctive relief, attorneys' fees, and an award of punitive and compensatory damages in an amount to be determined at trial.

SEVENTH CLAIM FOR RELIEF

(Discrimination in violation of NYSHRL Predicated Upon Plaintiff's Marital Status)

70. Plaintiff repeats and realleges each and every allegation contained herein.
71. New York State Executive Law, specifically § 296 and § 297, prohibits discrimination against any individual in the terms, conditions, or privileges of employment on the basis of marital status.
72. Based on the foregoing actions alleged herein, Defendants subjected Plaintiff to differential treatment on predicated upon his marital status and routinely favored female teachers without children.
73. Defendants cannot demonstrate any legitimate non-discriminatory reason for the actions complained of herein; nor can their action be otherwise justified under Article 15 of the New York State Executive Law.
74. Defendants' acts of discrimination were intentional and were performed with ill will and reckless disregard and indifference to plaintiff's protected rights.
75. As a result of the above, Plaintiff was severely damaged and has suffered and continues to suffer substantial losses of past and future earnings, deferred compensation, bonuses and other employment benefits, in an amount to be determined at trial.

EIGHTH CLAIM OF RELIEF

(Discrimination in violation of NYCHRL Predicated Upon Plaintiff's Marital Status)

76. Plaintiff repeats and realleges each and every allegation contained herein.
77. New York City Administrative Code §8-10 et seq prohibits discrimination against any individual in the terms, conditions, or privileges of employment on the basis of marital status.
78. Based on the foregoing actions alleged herein, Defendants subjected Plaintiff to differential treatment predicated upon his marital status and routinely favored teachers without children.
79. Defendant cannot demonstrate any legitimate non-discriminatory reason for the actions complained of herein; nor can their action be otherwise justified.
80. Defendants' acts of discrimination were intentional and were performed with ill will and reckless disregard and indifference to plaintiff's protected rights.
81. As a result of the above, plaintiff was severely damaged and has suffered and continues to suffer substantial losses of past and future earnings, deferred compensation, bonuses and other employment benefits, in an amount to be determined at trial.

NINTH CLAIM FOR RELIEF

(NYSHRL Retaliation)

82. Plaintiff repeats and re-alleges each and every allegation contained herein.
83. Plaintiff was retaliated against by Defendants on the basis of his lawful complaints regarding discriminatory treatment to which Plaintiff was subjected, as stated above, which collectively resulted the termination of Plaintiff's employment. As a proximate result of Defendants' retaliation, Plaintiff has suffered and continues to suffer substantial loss of future earnings, bonuses, other employment benefits, all contributing to Plaintiff's

measure of damages in an amount to be determined at trial.

84. As a further proximate result of Defendants' retaliation, Plaintiff has suffered and continues to suffer depression, severe and lasting embarrassment, humiliation and anguish, and other incidental and consequential damages. Therefore, Plaintiff is entitled to equitable and injunctive relief, attorneys' fees, and an award of compensatory damages in an amount to be determined at trial.

TENTH CLAIM FOR RELIEF
(NYCHRL Retaliation)

85. Plaintiff repeats and realleges each and every allegation contained herein.

86. Plaintiff was retaliated against by Defendants on the basis of his lawful basis of his lawful complaints regarding discriminatory treatment to which Plaintiff was subjected, as stated above, which collectively resulted in the termination of Plaintiff's employment.

87. As a proximate result of Defendants' retaliation, Plaintiff has suffered and continues to suffer substantial loss of future earnings, bonuses, other employment benefits, all to Plaintiff's measure of damages in an amount to be determined at trial.

88. As a further proximate result of Defendants' retaliation, Plaintiff has suffered and continues to suffer depression, severe and lasting embarrassment, humiliation and anguish, and other incidental and consequential damages. Therefore, Plaintiff is entitled to equitable and injunctive relief, attorneys' fees, and an award of punitive and compensatory damages in an amount to be determined at trial.

ELEVENTH CLAIM FOR RELIEF
(NYSHRL - Aider and Abettor)

89. Plaintiff repeats and realleges each and every allegation contained herein.

90. The foregoing acts pleaded above were aided and abetted by, and with the full knowledge and consent of Defendant Krieger and Gravel in violation of Section 296(6) of the NYSHRL.

91. As a proximate result of Defendant Krieger's and Gravel's actions, Plaintiff has suffered and continues to suffer substantial loss of past and future earnings, bonuses, other employment benefits, all to Plaintiff's damage in an amount to be determined at trial.

92. As a further proximate result of Defendant Krieger's and Gravel's actions, Plaintiff has suffered and continues to suffer depression, severe and lasting embarrassment, humiliation and anguish, and other incidental and consequential damages and expenses, all to Plaintiff's measure of damages in an amount to be determined at trial.

TWELFTH CLAIM FOR RELIEF
(Breach of Contract)

93. Plaintiff repeats and realleges each and every allegation set forth herein.

94. Plaintiff was the beneficiary of a valid and binding employment agreement with Defendant Trinity. Pursuant to the terms of his agreement, Defendant Trinity was contractually required to employ Plaintiff until August 31, 2014.

95. Plaintiff's employment was prematurely terminated, without cause, for discriminatory and retaliatory reasons, in violation of Plaintiff's employment contract.

96. By reason of Defendant Trinity's breach of Plaintiff's employment contract, as alleged, Defendant Trinity is liable to Plaintiff for all resulting damages, in an amount to be determined at trial plus interest.

97. As a further proximate result of Defendant's actions, Plaintiff has suffered and continues to suffer incidental and consequential damages and expenses, to be determined at trial.

THIRTEETH CLAIM FOR RELIEF
(Unjust Enrichment and Quantum Meruit)
(Plead in the Alternative)

98. Plaintiff hereby repeats and realleges the allegations set forth herein.

99. Plaintiff performed numerous and valuable services at the behest of and on behalf of Defendant Trinity.

100. Plaintiff has not been paid for the reasonable value of those services.

101. By reason of the foregoing, Defendant Trinity is liable to Plaintiff for all resulting damages in an amount to be determined at trial.

DEMAND FOR JURY TRIAL

102. Plaintiff repeats and re-alleges each and every allegation contained herein.

103. Plaintiff hereby demands a trial by jury.

WHEREFORE, as a result of the discriminatory conduct and actions of the Defendants herein alleged, Plaintiff demands:

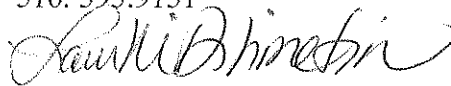
- a. On each Claim for Relief, ordering Defendants to pay Plaintiff front pay, back pay, and all damages as a result of defendants' action and discriminatory practices, and all benefits which would have been afforded Plaintiff but for said discrimination;
- b. Enjoining Defendants, its agents, employees, officers, and successors in interest, from engaging in the illegal and unlawful customs, policies, and practices described herein;
- c. Awarding Plaintiff compensatory and punitive damages, where applicable, in an amount to be determined at trial;
- d. Defendants be Ordered to pay Plaintiff pre and post judgment interest;
- e. Defendants be Ordered to pay the costs and disbursements of this action, including

Plaintiff's attorneys' fees; and

- f. Awarding Plaintiff such other and further relief as the court deems just and proper.

Dated: Garden City, New York
December 2, 2013

THE LAW OFFICE OF STEVEN A. MORELLI, P.C.
Attorneys For Plaintiff
1461 Franklin Avenue
Garden City, NY 11530
516. 393.9151

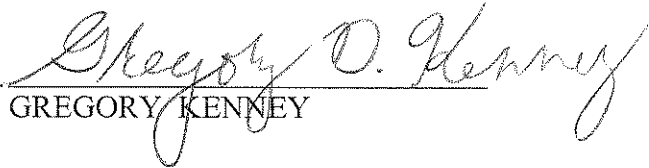


Laura M. Dilimetin

VERIFICATION

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

GREGORY KENNEY, being duly sworn, states that he has reviewed the foregoing Verified Complaint and that the contents of said Verified Complaint are true to his own knowledge, except as to matters therein stated to be alleged upon information and belief, and, as to those matters, she believes them to be true.



GREGORY KENNEY

Duly sworn to before me
this 2nd day of December, 2013



NOTARY PUBLIC

**LAURA M. DILIMETIN
Notary Public State of New York
No #02DI4881367
Qualified in New York County
Commission Expires May 13, 2016**