

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

CV 13
Case No.

2683

-----X
COREY LASHLEY,

Plaintiff,

COMPLAINT

-against-

PLAINTIFF DEMANDS
A TRIAL BY JURY

NEW LIFE BUSINESS INSTITUTE, INC., and
SHEILA FLYNN a/k/a SHEILA ALLEN, *Individually*,

Defendants.
-----X

COGAN, J.

FILED
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U.S. DISTRICT COURT
EASTERN DISTRICT
OF NEW YORK

Plaintiff COREY LASHLEY, by his attorneys, PHILLIPS & ASSOCIATES, Attorneys at Law, PLLC, hereby complains of the Defendants, upon information and belief, as follows:

NATURE OF THE CASE

1. Plaintiff complains pursuant to Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e-17 (amended in 1972, 1978 and by the Civil Rights Act of 1991, Pub. L. No. 102-166 ("Title VII"), and the New York City Human Rights Law, New York City Administrative Code § 8-502(a), *et. seq.*, and seeks damages to redress the injuries he has suffered as a result of being Sexually Harassed, Discriminated Against, and Retaliated Against by his employer.

JURISDICTION AND VENUE

2. Jurisdiction of this Court is proper under 42 U.S.C. § 2000e-5(f)(3), and 28 U.S.C. §§ 1331 and 1343.
3. The Court has supplemental jurisdiction over the claims of Plaintiff brought under state law pursuant to 28 U.S.C. § 1367.

4. Venue is proper in this district pursuant to 28 U.S.C. §1391(b) based upon Defendants' principal place of business within the Eastern District of New York.

PROCEDURAL PREREQUISITES

5. Plaintiff filed charges of discrimination upon which this Complaint is based with the Equal Employment Opportunities Commission ("EEOC").
6. Plaintiff received a Notice of Right to Sue from the EEOC, dated April 12, 2013, with respect to the herein charges of discrimination. A copy of the Notice is annexed hereto.
7. This Action is being commenced within 90 days of receipt of said Right to Sue.

PARTIES

8. That at all times relevant hereto, Plaintiff COREY LASHLEY ("LASHLEY") was a resident of the State of New York and the County of Queens.
9. That at all times relevant hereto, Defendant NEW LIFE BUSINESS INSTITUTE, INC. ("NLBI") was and is a domestic business corporation, duly existing pursuant to, and by virtue of, the laws of the State of New York, with its principal place of business located at 161-10 Jamaica Avenue, Suite 404, Jamaica, New York 11432.
10. That at all times relevant hereto, Defendant SHEILA FLYNN a/k/a SHEILA ALLEN ("FLYNN") was an employee of Defendant NLBI, holding the position of "President."
11. That at all times relevant hereto, Defendant FLYNN was Plaintiff LASHLEY's supervisor and had supervisory authority over Plaintiff LASHLEY.
12. That at all times relevant hereto, Plaintiff LASHLEY was an employee of Defendant NLBI.
13. Defendant NLBI and Defendant FLYNN are collectively referred to herein as

“Defendants.”

MATERIAL FACTS

14. On or about April 6, 2012, during the afternoon, Plaintiff LASHLEY first met Defendant FLYNN at a nightclub at which time he explained to her that he worked in sales and supervised a street team.
15. Upon hearing his, Defendant FLYNN told Plaintiff LASHLEY that she actually owned a medical school, explained that she was looking to increase her student enrollment, and offered Plaintiff LASHLEY a job as the “Director of Admissions” of her school.
16. In fact, Defendant FLYNN actually told Plaintiff LASHLEY, **“if you can get 100 students in the school – no time frame – I’ll give you a \$50,000 bonus! I will be able to change your life.”**
17. Plaintiff LASHLEY immediately asked, “When do I start?” At this point, Defendant FLYNN asked Plaintiff LASHLEY, **“would you like to come to my house so we could talk further?”** Plaintiff LASHLEY agreed because he was interested in the job that she offered and didn’t want to miss out on this great opportunity.
18. **However, once in Defendant FLYNN’s house, Plaintiff LASHLEY realized that Defendant FLYNN had much more in mind than merely discussing an employment opportunity.**
19. While Plaintiff LASHLEY was in her house, Defendant FLYNN began to serve him large amounts of alcohol and make sexual advances towards him.
20. It soon became clear to Plaintiff LASHLEY that the only way he was going to get this job was by sleeping with her. **As such, Plaintiff LASHLEY voluntarily engaged in sexual relations with Defendant FLYNN solely because she enticed him with the promise of**

a job. In fact, Plaintiff LASHLEY felt especially guilty for doing this, as he was engaged with a newborn baby.

21. When Plaintiff LASHLEY woke up, Defendant FLYNN told Plaintiff LASHLEY to bring in his resume that following Monday, April 9, 2012, and again told Plaintiff LASHLEY that if he was hired, she wanted him to put together a street team for the purpose of increasing student enrollments.
22. As such, on or about Monday, April 9, 2012, after giving Defendant FLYNN his resume, Plaintiff LASHLEY officially began working for Defendants as the “Director of Admissions” earning a salary of approximately \$1,000.00 weekly.
23. Throughout his tenure with Defendants, Plaintiff LASHLEY was an exemplary employee, always received compliments for his work performance, and got along well with all of his co-workers.
24. However, throughout his tenure, **Plaintiff LASHLEY was also consistently and continuously sexually harassed and discriminated against by Defendant solely due to Plaintiff LASHLEY’s gender (male).**
25. **Defendant FLYNN subjected Plaintiff LASHLEY to numerous acts of discrimination and sexual harassment, which created a hostile and intimidating work environment.**
26. Moreover, **Defendants then retaliated against Plaintiff LASHLEY because Plaintiff LASHLEY failed to yield to the sexual advances of Defendant FLYNN (quid pro quo sexual harassment).**
27. As instructed, on or about April 16, 2012, Plaintiff LASHLEY put together and hired a street team of salespeople.

28. In fact, also on or about April 16, 2012, the first day that Plaintiff LASHLEY's street team started working, they successfully brought in approximately one-hundred and twenty-five (125) prospective students.
29. Additionally, while Plaintiff LASHLEY initially consented to a sexual relationship with Defendant FLYNN, after approximately two (2) to three (3) weeks, Plaintiff LASHLEY's sense of guilt overcame him, and on or about April 30, 2012, Plaintiff LASHLEY informed Defendant FLYNN that he wanted to stop the sexual relationship.
30. Unfortunately, at this time, everything suddenly changed and Defendant FLYNN immediately started firing Plaintiff LASHLEY's entire street team, and thereby intentionally setting him up to fail. This was clearly solely in retaliation for refusing to have sex with Defendant FLYNN, as the temporal proximity was only a matter of days.
31. Once it became apparent that Defendant FLYNN only hired Plaintiff LASHLEY to satisfy her sexual desires, Plaintiff LASHLEY began to constantly suffer from headaches and was even rushed to the emergency room while at the job.
32. Even worse, Defendant FLYNN began to beg Plaintiff LASHLEY to have sex with her, both during and after working hours.
33. Moreover, Defendant FLYNN also told Plaintiff LASHLEY that, **"If you leave your wife, I will pay your child support from now until your child is eighteen (18) years old."**
34. In addition to his salary, Defendant FLYNN also began to purchase clothing for Plaintiff LASHLEY, began to pay his monthly rent in the amount of \$1,250 per month, and began paying his car payments.
35. In or about mid-May 2012, after rejecting another request for sexual favors, Defendant

FLYNN immediately threatened to terminate his employment unless he gave in and had sexual intercourse with her. As Plaintiff LASHLEY could not afford to lose his job, he succumbed to her sexual demands and had sexual intercourse with Defendant FLYNN.

36. On or about June 29, 2012, Plaintiff LASHLEY finally gained the strength to stand up for himself and definitely told Defendant FLYNN that he would never have sex with her again.

37. Shockingly, in response, Defendant FLYNN told Plaintiff LASHLEY, **“You should just quit. It’s not gonna be nice.... Always remember what goes around comes around.... I’m not paying you for your two week vacation.”**

38. When Plaintiff LASHLEY asked, “All because I didn’t want to come sleep with you ... When I don’t conform to you, you start acting crazy,” to which she replied, **“Anything worth having is a struggle... always remember that. It’s easy to quit. What a waste of time... No good deed goes unpunished.”**

39. Not surprisingly, **only three (3) days later,** on or about July 2, 2012, without any warning, **Defendant FLYNN suddenly terminated Plaintiff LASHLEY’s employment** because “Timothy [a member of Plaintiff LASHLEY’s team] asked about his paycheck.”

40. This reason was obviously **pretextual,** as it defied common sense that Plaintiff LASHLEY was being terminated for something in which he had no involvement. In fact, it would have been just as suspicious if Defendant FLYNN terminated Timothy for asking about his paycheck, considering it was such a simple and noncontroversial question.

41. Defendant FLYNN took advantage of the situation and the power she held over Plaintiff LASHLEY by constantly coercing Plaintiff LASHLEY into having sexual intercourse

with her under the threat of termination.

42. **It is rather apparent that Defendant FLYNN only hired Plaintiff LASHLEY for the sole purpose of engaging in sexual relations with him.** Defendant FLYNN became very upset at Plaintiff LASHLEY for rejecting her sexual advances, and once Defendant FLYNN finally realized that Plaintiff LASHLEY would never again engage in sexual relations with her, Defendants terminated his employment.

43. **Thus, on or about July 2, 2012, Defendants terminated Plaintiff LASHLEY's employment because he failed to yield to the sexual advances of Defendant FLYNN (quid pro quo sexual harassment).**

44. Plaintiff LASHLEY feels offended, disturbed, and humiliated by the blatantly unlawful and discriminatory termination.

45. Plaintiff LASHLEY was retaliated against due to his rejection of Defendant FLYNN's sexually harassing and unlawful conduct.

46. The above are just some of the acts of sexual harassment, discrimination and retaliation that Plaintiff LASHLEY experienced on a regular and continual basis while employed by Defendants.

47. Defendant FLYNN treated Plaintiff LASHLEY differently (sexually harassed and propositioned) solely due to his gender (male).

48. But for the fact that Plaintiff LASHLEY is a male, Defendant FLYNN would not have treated him differently.

49. **But for the fact that Plaintiff LASHLEY rejected Defendant FLYNN's sexual advances, Defendants would not have terminated his employment.**

50. Defendant NLBI **had knowledge of and/or acquiesced in** the discrimination, sexual

harassment, and retaliation by Defendant FLYNN, as Defendant FLYNN was Plaintiff LASHLEY's direct supervisor as well as the President of Defendant NLBI.

51. Defendant FLYNN's actions were unsolicited, unwelcome and offensive.
52. Defendants' actions and conduct were intentional and intended to harm Plaintiff LASHLEY.
53. Plaintiff LASHLEY was regularly exposed to a sexually offensive and hostile work environment by Defendant FLYNN, who was his superior.
54. Plaintiff LASHLEY has been unlawfully discriminated against, sexually harassed, retaliated against, humiliated, degraded and belittled, and as a result, suffers loss of rights, emotional distress, loss of income, earnings and physical injury.
55. Plaintiff LASHLEY's performance was, upon information and belief, above average during the course of his employment with Defendants.
56. As a result of Defendants' actions, Plaintiff LASHLEY feels extremely humiliated, degraded, victimized, embarrassed, and emotionally distressed.
57. As a result of the Defendants' discriminatory and intolerable treatment of Plaintiff LASHLEY, Plaintiff LASHLEY has suffered severe emotional distress and physical ailments.
58. As a result of the acts and conduct complained of herein, Plaintiff LASHLEY has suffered a loss of income, the loss of a salary, bonus, benefits, and other compensation which such employment entails, and Plaintiff LASHLEY has also suffered future pecuniary losses, emotional pain, suffering, inconvenience, loss of enjoyment of life, and other non-pecuniary losses. Plaintiff LASHLEY has further experienced severe emotional and physical distress.
59. As a result of the above, Plaintiff LASHLEY has been damaged in an amount which

exceeds the jurisdiction limits of the Court.

60. Defendants' conduct has been malicious, willful, outrageous, and conducted with full knowledge of the law. As such, Plaintiff LASHLEY demands Punitive Damages as against both Defendants, jointly and severally.

**AS A FIRST CAUSE OF ACTION
FOR DISCRIMINATION UNDER TITLE VII
(Not Against Individual Defendant)**

61. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.
62. This claim is authorized and instituted pursuant to the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section(s) 2000e et seq., for relief based upon the unlawful employment practices of the above-named Defendants. Plaintiff complains of Defendants' violation of Title VII's prohibition against discrimination in employment based, in whole or in part, upon an employee's gender (sexual harassment).
63. Defendants engaged in unlawful employment practices prohibited by 42 U.S.C. §2000e et seq., by discriminating against Plaintiff because of his gender (sexual harassment).

**AS A SECOND CAUSE OF ACTION
FOR DISCRIMINATION UNDER TITLE VII
(Not Against Individual Defendant)**

64. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this complaint.
65. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e-3(a) provides that it shall be unlawful employment practice for an employer: "(1) to . . . discriminate against any of his employees . . . because he has opposed any practice made an unlawful

employment practice by this subchapter, or because he has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this subchapter.”

66. Defendants engaged in unlawful employment practices prohibited by 42 U.S.C. §2000e et seq. by discriminating against Plaintiff with respect to the terms, conditions or privileges of employment because of his opposition to the unlawful employment practices of Defendants.

**AS A THIRD CAUSE OF ACTION FOR DISCRIMINATION
UNDER THE NEW YORK CITY ADMINISTRATIVE CODE**

67. Plaintiff repeats, reiterates and realleges each and every allegation made in the above paragraphs of this Complaint as if more fully set forth herein at length.
68. The New York City Administrative Code §8-107(1) provides that, “It shall be an unlawful discriminatory practice: (a) For an employer or an employee or agent thereof, because of the actual or perceived age, race, creed, color, national origin, gender, disability, marital status, sexual orientation or alienage or citizenship status of any person, to refuse to hire or employ or to bar or to discharge from employment such person or to discriminate against such person in compensation or in terms, conditions or privileges of employment.”
69. Defendants engaged in an unlawful discriminatory practice in violation of New York City Administrative Code §8-107(1)(a) by creating and maintaining discriminatory working conditions, and otherwise discriminating against Plaintiff because of his gender (sexual harassment).

**AS A FOURTH CAUSE OF ACTION FOR DISCRIMINATION
UNDER THE NEW YORK CITY ADMINISTRATIVE CODE**

70. Plaintiff repeats, reiterates and realleges each and every allegation made in the above paragraphs of this Complaint as if more fully set forth herein at length.
71. The New York City Administrative Code §8-107(6) provides that it shall be unlawful discriminatory practice: “For any person to aid, abet, incite, compel; or coerce the doing of any of the acts forbidden under this chapter, or attempt to do so.”
72. Defendants engaged in an unlawful discriminatory practice in violation of New York City Administrative Code §8-107(6) by aiding, abetting, inciting, compelling and coercing the above discriminatory, unlawful and retaliatory conduct.

**AS A FIFTH CAUSE OF ACTION FOR DISCRIMINATION
UNDER THE NEW YORK CITY ADMINISTRATIVE CODE**

73. Plaintiff repeats, reiterates and realleges each and every allegation made in the above paragraphs of this Complaint as if more fully set forth herein at length.
74. The New York City Administrative Code §8-107(7) provides that it shall be unlawful discriminatory practice: “For an employer . . . to discharge . . . or otherwise discriminate against any person because such person has opposed any practices forbidden under this chapter. . .”
75. Defendants engaged in an unlawful discriminatory practice in violation of New York City Administrative Code §8-107(7) by discriminating against Plaintiff because of Plaintiff’s opposition to the unlawful employment practices of Plaintiff’s employer.

**AS A SIXTH CAUSE OF ACTION FOR DISCRIMINATION
UNDER THE NEW YORK CITY ADMINISTRATIVE CODE**

76. Plaintiff repeats, reiterates and realleges each and every allegation made in the above

paragraphs of this Complaint as if more fully set forth herein at length.

77. New York City Administrative Code §8-107(19) Interference with protected rights. It shall be an unlawful discriminatory practice for any person to coerce, intimidate, threaten or interfere with, or attempt to coerce, intimidate, threaten or interfere with, any person in the exercise or enjoyment of, or on account of his or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected pursuant to this section.
78. Defendants violated the section cited herein as set forth.

**AS A SEVENTH CAUSE OF ACTION FOR DISCRIMINATION
UNDER THE NEW YORK CITY ADMINISTRATIVE CODE**

79. Plaintiff repeats, reiterates and realleges each and every allegation made in the above paragraphs of this Complaint as if more fully set forth herein at length.
80. New York City Administrative Code §8-107(13) Employer liability for discriminatory conduct by employee, agent or independent contractor.
- a. An employer shall be liable for an unlawful discriminatory practice based upon the conduct of an employee or agent which is in violation of any provision of this section other than subdivisions one and two of this section.
 - b. An employer shall be liable for an unlawful discriminatory practice based upon the conduct of an employee or agent which is in violation of subdivision one or two of this section only where:
 - 1. the employee or agent exercised managerial or supervisory responsibility; or
 - 2. the employer knew of the employee's or agent's discriminatory

conduct, and acquiesced in such conduct or failed to take immediate and appropriate corrective action; an employer shall be deemed to have knowledge of an employee's or agent's discriminatory conduct where that conduct was known by another employee or agent who exercised managerial or supervisory responsibility; or

3. the employer should have known of the employee's or agent's discriminatory conduct and failed to exercise reasonable diligence to prevent such discriminatory conduct.

c. An employer shall be liable for an unlawful discriminatory practice committed by a person employed as an independent contractor, other than an agent of such employer, to carry out work in furtherance of the employer's business enterprise only where such discriminatory conduct was committed in the course of such employment and the employer had actual knowledge of and acquiesced in such conduct.

81. Defendants violated the section cited herein as set forth.

JURY DEMAND

82. Plaintiff demands a trial by jury.

WHEREFORE, Plaintiff respectfully requests a judgment against the Defendants:

A. Declaring that Defendants engaged in unlawful employment practices prohibited by Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et. seq.*, and the New York

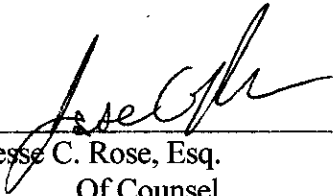
City Administrative Code, §8-107 et. seq., in that Defendants sexually harassed Plaintiff, discriminated against Plaintiff on the basis of his gender, and retaliated against Plaintiff for objecting to Defendants' sexual harassment;

- B. Awarding damages to Plaintiff for all lost wages and benefits resulting from Defendants' unlawful sexual harassment, discrimination and retaliation and to otherwise make him whole for any losses suffered as a result of such unlawful employment practices;
- C. Awarding Plaintiff compensatory damages for mental, emotional and physical injury, distress, pain and suffering and injury to his reputation in an amount to be proven;
- D. Awarding Plaintiff punitive damages;
- E. Awarding Plaintiff attorneys' fees, costs, and expenses incurred in the prosecution of the action;
- F. Awarding Plaintiff such other and further relief as the Court may deem equitable, just and proper to remedy Defendants' unlawful employment practices.

Dated: New York, New York
April 30, 2013

**PHILLIPS & ASSOCIATES,
ATTORNEYS AT LAW, PLLC**

By: _____


Jesse C. Rose, Esq.
Of Counsel

Attorneys for Plaintiff
30 Broad Street, 35th Floor
New York, New York 10004
(212) 248-7431

EEOC Form 161-B (11/09)

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
NOTICE OF RIGHT TO SUE (ISSUED ON REQUEST)

To: **Corey Lashley**
258-29 Francis Lewis Blvd.
Rosedale, NY 11422

From: **New York District Office**
33 Whitehall Street
5th Floor
New York, NY 10004

On behalf of person(s) aggrieved whose identity is
CONFIDENTIAL (29 CFR §1601.7(a))

EEOC Charge No.	EEOC Representative	Telephone No.
520-2013-01034	John B. Douglass, Investigator	(212) 336-3765

(See also the additional information enclosed with this form.)

NOTICE TO THE PERSON AGGRIEVED:

Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), or the Genetic Information Nondiscrimination Act (GINA): This is your Notice of Right to Sue, issued under Title VII, the ADA or GINA based on the above-numbered charge. It has been issued at your request. Your lawsuit under Title VII, the ADA or GINA must be filed in a federal or state court **WITHIN 90 DAYS** of your receipt of this notice; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

- More than 180 days have passed since the filing of this charge.
- Less than 180 days have passed since the filing of this charge, but I have determined that it is unlikely that the EEOC will be able to complete its administrative processing within 180 days from the filing of this charge.
- The EEOC is terminating its processing of this charge.
- The EEOC will continue to process this charge.

Age Discrimination in Employment Act (ADEA): You may sue under the ADEA at any time from 60 days after the charge was filed until 90 days after you receive notice that we have completed action on the charge. In this regard, the paragraph marked below applies to your case:

- The EEOC is closing your case. Therefore, your lawsuit under the ADEA must be filed in federal or state court **WITHIN 90 DAYS** of your receipt of this Notice. Otherwise, your right to sue based on the above-numbered charge will be lost.
- The EEOC is continuing its handling of your ADEA case. However, if 60 days have passed since the filing of the charge, you may file suit in federal or state court under the ADEA at this time.

Equal Pay Act (EPA): You already have the right to sue under the EPA (filing an EEOC charge is not required.) EPA suits must be brought in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

If you file suit, based on this charge, please send a copy of your court complaint to this office.

On behalf of the Commission



Kevin J. Berry,
District Director

4-12-2013

(Date Mailed)

Enclosures(s)

cc: **Sheila Flynn, President**
NEW LIFE BUSINESS INSTITUTE, INC.
161-10 Jamaica Avenue Suite 404
Jamaica, NY 11432

Edward Kennedy, Esq.
PHILLIPS & ASSOCIATES, PLLC
30 Broad Street 35th Floor
New York, NY 10004