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CV - 10 3027

FILED
LONG ISLAND OFFICE
U.S. DISTRICT COURT E.D.N.Y.

(SE)

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LONG ISLAND OFFICE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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GERALYN GANCI,

Plaintiff

Index No.

-against-

COMPLAINT **BIANCO, J.**

U.S. LIMOUSINE SERVICE LTD., and
RAYMOND TOWNSEND

PLAINTIFF DEMANDS A
TRIAL BY JURY:

Defendant(s)

TOMLINSON, M

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Plaintiff, GERALYN GANCI, by her attorney, RONALD A.

LENOWITZ, ESQ., as and for her Complaint against the Defendant(s) U.S.

LIMOUSINE SERVICE, LTD., and RAYMOND TOWNSEND, respectfully set forth
and allege the following upon information and belief:

JURISDICTION

1. This is an action commenced for damages brought pursuant to Title VII of the Civil Rights Act of 1964 ("Title VII"), Section 703 et seq., thereat; 42 U.S.C. Section 2000e et seq., and particularly 29 CFR Ch. XIV, Subdivision 1604.11 (a) et seq. the Fourteenth Amendment to the United States Constitution and related New York State state-law based claims.

2. This Court has subject matter jurisdiction based upon Title VII and this Court may exercise such supplemental jurisdiction and pendant jurisdiction of all related New York State state-law based claims.

CONDITIONS PRECEDENT TO SUIT

3. Plaintiff, GERALYN GANCI, has duly complied with all the prerequisites to an action under Title VII, having timely filed a charged for the sexual harassment alleged in this Complaint with the New York State Division of Human Rights.

4. Plaintiff has voluntarily discontinued her claims before the New York State Division of Human Rights and elects to proceed in this forum.

FACTS COMMON TO ALL CAUSES OF ACTION

5. That at all of the times hereinafter mentioned the Plaintiff, GERALYN GANCI, was, and still continues to be a resident of the County of Nassau, State of New York.

6. That at all of the times hereinafter mentioned the Defendant U.S. LIMOUSINE SERVICE, LTD., was a domestic corporation, duly organized and existing under and pursuant to the laws of the State of New York.

7. That at all of the times hereinafter mentioned the Defendant U.S. LIMOUSINE SERVICE, LTD., was a foreign corporation, duly authorized to transact business in the State of New York.

8. That at all of the times hereinafter mentioned the Defendant RAYMOND TOWNSEND was a resident of the County of Nassau and State of New York.

9. That at all of the times hereinafter mentioned the Defendant U.S. LIMOUSINE SERVICE, LTD. owned and operated a limousine service business at 1827 Gilford Avenue, New Hyde Park, New York 11040.

10. That at all of the times hereinafter mentioned the Plaintiff, GERALYN GANCI, was an employee of the Defendant, U.S. LIMOUSINE SERVICE, LTD., and all of the acts and events hereinafter set forth occurred while the Plaintiff was so employed.

11. That all of the times hereinafter mentioned the Defendant RAYMOND TOWNSEND was the Plaintiff's employment supervisor/manager.

12. That at all of the times hereinafter mentioned the Plaintiff, GERALYN GANCI was employed as a "Dispatcher"

AS AND FOR A FIRST CAUSE OF ACTION
SEXUAL HARASSMENT

13. That heretofore and for a period of more than one year prior to Saturday, February 21, 2009 the Defendant RAYMOND TOWNSEND sent unwanted and unwelcomed text messages and voicemail messages to Plaintiff, in addition to calling Plaintiff at all hours of the day and night, during the workday and after the work day to convey disgusting, sexually suggestive, erotic and vile messages of a sexual nature in an attempt to compel the Plaintiff to have sexual relations with him

22. That these text, and telephone voice mail messages persisted for more than one year during Plaintiff's employment with the Defendant U.S. LIMOUSINE SERVICE, LTD., and while the Defendant RAYMOND TOWNSEND was Plaintiff's immediate supervisor/manager in the Defendants' Limousine business.

23. That despite Plaintiff's repeated rejections of any sexual relations to RAYMOND TOWNSEND, and despite Plaintiff's repeated efforts to stop him from continuing these messages and phonecalls the messages and phonecalls persisted.

24. That without reciting a complete chronological history of these unwanted and unwelcomed text and voicemail messages from the Defendant Plaintiff submits that these messages consisted of the following tone and content;

(a) That I should not reject the Defendant's Sexual Advances otherwise my job will be in jeopardy;

(b) That the Defendant transmitted a photograph of his "lap" indicating that this is what I do to him;

(c) That I should come to his home and have sex with him because his wife was away for the evening visiting her mother;

(d) That he was obsessed with my breasts and that I should sleep with him;

(e) That while he was driving home he had to pull his car to the side of the road and masturbate thinking about me;

25. That the tone and content of these voice-mails and text messages set forth herein at Paragraph "24" are simply some of the examples of the vile and disgusting messages and statements made to Plaintiff by the Defendant RAYMOND TOWNSEND while Plaintiff was employed by the Defendant, including continuous unwelcomed and unwanted "touching" and unwelcomed and unwanted comments in the workplace about Plaintiff's breasts in the presence of other employees.

26. That the above stated conduct continued without abatement, and despite Plaintiff's continuous rejection of the Defendant's advances during the period of her employment from 2006 up to and including February 21, 2009.

27. That during the course of Plaintiff's employment and by reason of these messages, comments, unwelcomed and unwanted "touching" and breast comments Plaintiff

preserved the messages depicting these explicit, vile, disgusting and humiliating statements and comments, along with the picture of the Defendant's "lap." (It was apparent that the Defendant was attempting to show Plaintiff his private parts in such picture as some sick inducement for Plaintiff to have sexual relations with him).

28. That notwithstanding Plaintiff's shame and humiliation stemming from the Defendant's persistent conduct Plaintiff was afraid to say anything to anyone at the office because the Defendant's wife, Nicole Townsend (and whose wedding to RAYMOND TOWNSEND Plaintiff attended) was employed there as well.

29. Finally, by reason of the Defendant's constant sexual harassment as set forth above Plaintiff contacted another employee of the Defendant U.S. LIMOUSINE SERVICE, LTD., named Robert Thatcher who was employed by the Company in Florida. Plaintiff knew Robert Thatcher and told him about the conduct of the Defendant RAYMOND TOWNSEND and he indicated to Plaintiff that he would talk to the Defendant and thereafter advised Plaintiff that he did so.

30. That despite Plaintiff's complaint to Robert Thatcher the Defendant RAYMOND TOWNSEND continued in his course of disgusting, vile and sexual statements, messages, phone calls and texts, all of which caused Plaintiff great pain and emotional distress and by reason of which Plaintiff was hospitalized.

31. That while convalescing in the hospital the Defendant RAYMOND TOWNSEND actually called the hospital to speak to Plaintiff and notwithstanding that he knew Plaintiff was hospitalized for stress and anxiety he asked Plaintiff "how her breasts felt."

32. That following Plaintiff's hospitalization at Winthrop Hospital Plaintiff returned to work at the Defendant facility, only to be faced with the continuous and obsessive sexual

advances by RAYMOND TOWNSEND, all of which Plaintiff rejected, and Plaintiff became further emotionally sick because the Defendant RAYMOND TOWNSEND was acting in such a vile and disgusting manner toward Plaintiff while his wife Nicole was working at the same facility.

33. Plaintiff became so emotionally upset about what was transpiring but was afraid to say anything to the Defendant's wife for fear of causing difficulties in their marriage and for fear of losing her position.

34. The sexual harassment culminated in an incident which occurred on Saturday, February 21, 2009 at the Defendant's facility. RAYMOND TOWNSEND asked Plaintiff to work that Saturday (ostensibly because his wife Nicole was not working that day) and because the Defendant was so busy and during the workday he grabbed Plaintiff and forced Plaintiff into the bathroom, putting his hand under Plaintiff's shirt and lifted up Plaintiff's shirt to kiss Plaintiff's breast. Despite Plaintiff's call for help, two other employees, "Frankie" and "Shaw" who were present refused to intervene to help Plaintiff because RAYMOND TOWNSEND was their boss as well so Plaintiff left the facility.

35. The very next day, February 22, 2009 the Defendant RAYMOND TOWNSEND told Plaintiff not to come to work any longer. Plaintiff's last day of work at the Defendant U.S. LIMOUSINE SERVICE, LTD., was February 21, 2009 and Plaintiff received her pay up to and including that date from the Defendant.

36. That thereafter and approximately two weeks following Plaintiff's discharge by RAYMOND TOWNSEND for rejecting his sexual advances, he sent Plaintiff a text message stating that "he will fire Kathy in the Wedding Department and offered Plaintiff her job" which Plaintiff verily believed was communicated to Plaintiff only by reason of

Defendant's guilt for his sexual assault and fear of the repercussions of his sexual assault on Plaintiff on February 21, 2009.

37. That Plaintiff has preserved these communications and they are available verbatim through Plaintiff's cell-phone service provider for scrutiny in this proceeding.

38. That Plaintiff's discharge from employment at the Defendant U.S. LIMOUSINE SERVICE, LTD. was predicated solely by reason of Plaintiff's refusal to have sex with RAYMOND TOWNSEND.

39. That Plaintiff even received another text message from RAYMOND TOWNSEND, which has been preserved stating that the reason Plaintiff was fired was because "I (she) refused to have sex with the General Manager."

40. That despite this message, the "General Manager" referred to was the self-same RAYMOND TOWNSEND.

41. That the Defendant, RAYMOND TOWNSEND has heretofore admitted the transmittal of the above mentioned vile, disgusting and sexually suggestive messages to the Plaintiff to the New York State Division of Human Rights and does not dispute the tone and/or content of the messages disseminated to the Plaintiff.

AS AND FOR A SECOND CAUSE OF ACTION
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

42. Plaintiff, GERALYN GANCI repeats, reiterates and realleges each and every allegation of the Complaint set forth hereinabove at Paragraph(s) "1" through "41," inclusive, with the same full force and effect as if more fully set forth herein at length.

43. That by virtue of all of the above acts and conduct of the Defendant(s), the Defendant(s) have willfully, maliciously and intentionally inflicted severe and serious

mental pain and anguish to the Plaintiff GERALYN GANCI, through and by reason of such sexual harassment and retaliation and by reason of such, this Plaintiff GERALYN GANCI has become sick, sore, lame and disabled and has been caused to seek protracted medical care, psychological intervention, psychiatric treatment and hospitalization all in an effort to ameliorate the symptoms and sequelae of her injuries.

44. That such injuries and damages to the Plaintiff GERALYN GANCI were caused solely and wholly by reason of the Defendant(s) conduct and in retaliating against the Plaintiff for her refusal to have sexual relations with the Defendant RAYMOND TOWNSEND.

45. That the Defendant(s) conduct, tone and persistent sexual harassment was a vicious and incomprehensible means of intending to compel the Plaintiff to have sexual relations with Defendant RAYMOND TOWNSEND.

46. That the Defendant(s) knew that such acts and conduct would cause severe and serious emotional distress and that such acts and conduct rose to a level that went beyond the bounds of decency in a civilized society.

47. That by reason of the Defendant(s) acts and conduct aforementioned the Plaintiff, GERALYN GANCI has suffered a level of emotional and psychological distress that no such reasonable person could be expected to endure.

48. That by reason of such acts and conduct constituting the intentional infliction of emotional distress to the Plaintiff by the Defendant(s), this Plaintiff GERALYN GANCI has suffered damages in the amount of FIVE MILLION (\$5,000,000.00) DOLLARS, together with pre-judgment interest from February 21, 2009.

AS AND FOR A THIRD CAUSE OF ACTION
NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

49. Plaintiff, GERALYN GANCI, repeats, reiterates and realleges each and every allegation of the Complaint set forth hereinabove at Paragraph(s) "1," through "48," inclusive, with the same full force and effect as if more fully set forth herein at length.

50. That by virtue of the acts and conduct of the Defendant(s) the Defendant(s)' conduct was so atrocious and malicious that a reasonable person would have known that its effect was such to cause Plaintiff GERALYN GANCI extreme emotional distress.

51. The effect of such negligent behavior towards the Plaintiff, GERALYN GANCI, inflicted by the Defendant(s) through an intentional and persistent campaign of vile and disgusting comments and sexually suggestive messages, unwelcomed and unwanted touches, caused an end result that rose to a level that exceeded the bounds of decency in a civilized society and particularly in the Defendant(s)' workplace.

52. That the Defendant(s) acts and conduct rose to a level that no reasonable person could be expected to endure.

53. That the Defendant(s) knew that such acts and conduct would cause the extreme emotional distress to the Plaintiff herein complained of .

54. That by reason of the foregoing, Plaintiff GERALYN GANCI has suffered damages in the amount of FIVE MILLION (\$5,000,000.00) DOLLARS, together with pre-judgment interest from February 21, 2009.

AS AND FOR A FOURTH CAUSE OF ACTION
CREATION OF HOSTILE WORK ENVIRONMENT

55. Plaintiff, GERALYN GANCI, repeats, reiterates and realleges each and every allegation of the Complaint set forth hereinabove at Paragraph(s) "1," through "54," inclusive, with the same full force and effect as if more fully set forth herein at length.

56. That by reason of the acts and conduct of the Defendant(s), and by reason of such persistent sexual harassment of the Plaintiff GERALYN GANCI, the Defendant(s) created a hostile work environment.

57. That by reason of the acts and conduct of the Defendant(s) aforementioned, which are admitted by the Defendant RAYMOND TOWNSEND and are subject to visual and data inspection, the sexual harassment was so severe and pervasive as to alter the Plaintiff's work environment.

58. That by reason of the acts and conduct of the Defendant(s) aforementioned the Plaintiff was caused to suffer such panic attacks in the workplace that she had to be hospitalized.

59. That by reason of the acts and conduct of the Defendant(s) aforementioned and particularly the acts and conduct of the Defendant RAYMOND TOWNSEND, the Plaintiff's supervisor/manager, a specific basis existed for imputing that the conduct of the Defendant RAYMOND TOWNSEND created a hostile work environment.

60. That by reason of the foregoing, Plaintiff GERALYN GANCI has suffered damages in the amount of FIVE MILLION (\$5,000,000.00) DOLLARS, together with pre-judgment interest from February 21, 2009.

AS AND FOR A FIFTH CAUSE OF ACTION
RETALIATION

61. Plaintiff, GERALYN GANCI, repeats, reiterates and realleges each and every allegation of the Complaint set forth hereinabove at Paragraph(s) "1," through "60," inclusive, with the same fully force and effect as if more fully set forth herein at length.

62. That by virtue of the Plaintiff's rejection of the Defendant(s) unwanted, unwelcomed and unsolicited sexual advances, and by virtue of the Plaintiff's refusal to have sexual relations with the Defendant RAYMOND TOWNSEND, the Plaintiff was terminated from her position as a "Dispatcher" for the Defendant U.S. LIMOUSINE SERVICE, LTD.

63. That such termination was in direct retaliation for the Plaintiff's rejection of the Defendant's sexual harassment and Plaintiff's refusal to have sexual relations with the Defendant RAYMOND TOWNSEND, her supervisor/manager.

64. That by reason of such retaliation and termination of Plaintiff's employment Plaintiff was rendered emotionally distraught and mentally impaired, to such an extent under the circumstances that the Plaintiff came under the care and treatment of medical professionals and was hospitalized.

65. That by reason of the foregoing, caused solely and wholly by reason of the retaliation by the Defendant(s) the Plaintiff GERALYN GANCI has suffered damages in the amount of \$5,000,000.00, together with pre-judgment interest from February 21, 2009.

AS AND FOR A SIXTH CAUSE OF ACTION
"RESPONDEAT SUPERIOR"

66. Plaintiff, GERALYN GANCI, repeats, reiterates and realleges each and every allegation of the Complaint set forth hereinabove at Paragraph(s) "1," through "65," with the same full force and effect as if more fully set forth herein at length.

67. That at all of the times hereinabove mentioned the Defendant(s), and particularly, RAYMOND TOWNSEND, Plaintiff's immediate supervisor/manager was acting for, upon and in furtherance of the business of U.S. LIMOUSINE SERVICE, LTD. and within the scope of his employment.

68. That at all of the times hereinabove mentioned the Defendant U.S. LIMOUSINE SERVICE LTD., was aware of the conduct of the Defendant RAYMOND TOWNSEND, and was familiar with his sexual propensities with Defendants' employee staff from prior occurrences of a similar nature.

69. That at all of the times hereinabove mentioned the Defendant U.S. LIMOUSINE SERVICE, LTD. its officers, stockholders and directors were aware of the conduct of the Defendant RAYMOND TOWNSEND.

70. That at all of the times hereinabove mentioned the Defendant U.S. LIMOUSINE SERVICE LTD., was responsible for the tortious actions and conduct of its employees.

71. That at all of the times hereinabove mentioned the Defendant U.S. LIMOUSINE SERVICE LTD., was liable for the tortious actions and conduct of its employees under the doctrine of *Respondeat Superior* in such cases made and provided.

RELIEF SOUGHT

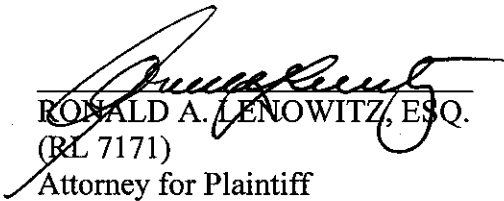
WHEREFORE, Plaintiff, GERALYN GANCI demands judgment against the Defendant(s), U.S. LIMOUSINE SERVICE, LTD., and RAYMOND TOWNSEND, jointly and severally as follows:

- 1) Money Damages in the amount of \$5,000,000.00 on the FIRST CAUSE OF ACTION, together with pre-judgment interest from February 21, 2009;
- 2) Money Damages in the amount of \$5,000,000.00 on the SECOND CAUSE OF

- ACTION, together with pre-judgment interest from February 21, 2009;
- 3) Money Damages in the amount of \$5,000,000.00 on the THIRD CAUSE OF ACTION, together with pre-judgment interest from February 21, 2009;
 - 4) Money Damages in the amount of \$5,000,000.00 on the FOURTH CAUSE OF ACTION, together with pre-judgment interest from February 21, 2009;
 - 5) Money Damages in the amount of \$5,000,000.00 on the FIFTH CAUSE OF ACTION, together with pre-judgment interest from February 21, 2009;
 - 6) Money Damages in the amount of \$5,000,000.00 on the SIXTH CAUSE OF ACTION, together with pre-judgment interest from February 21, 2009;
 - 7) Punitive Damages as to be awarded by the trier of the facts;
 - 8) Reasonable Counsel Fees and litigation expenses, together with such statutory costs upon the entry of Judgment which may be applicable;
 - 9) Such other and further relief as to which this Court may deem just and proper.

PLAINTIFF DEMANDS A TRIAL BY JURY

Dated: Woodbury, New York
June 30, 2010


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