

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

LEON HAYBLUM,

PLAINTIFF,

-- against --

LIFE ALERT EMERGENCY RESPONSE, INC.;
GAVRIEL GONEN; and ISAAC SHEPHER,

DEFENDANTS.

SUMMONS

Index No.

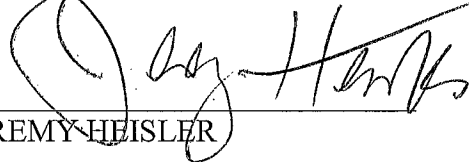
The basis of venue is plaintiff's residence and the residence of Defendant Gavriel Gonen

SIRS/MADAMS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer on the undersigned attorneys for plaintiff, Sanford Heisler Kimpel, LLP at 1350 Avenue of the Americas, 31st Floor, New York, NY 10019 within twenty (20) days after the service of this Summons and Complaint, exclusive of the day of service, or within thirty (30) days after the service is complete, if this Summons is not personally delivered to you within the State of New York. In the case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint, together with the costs of this action.

Dated: May 6, 2015
New York, NY

Yours, etc.,



JEREMY HEISLER

Jeremy Heisler
Alexandra Harwin
SANFORD HEISLER KIMPEL, LLP
1350 Avenue of the Americas, 31st Floor

New York, NY 10019
Telephone: (646) 402-5650
Facsimile: (646) 402-5651
jheisler@sanfordheisler.com
aharwin@sanfordheisler.com

Attorneys for Plaintiff Leon Hayblum

TO: **Life Alert Emergency Response, Inc.**
16027 Ventura Boulevard, Suite 400
Encino, CA 91436

Gavriel Gonen
420 E 64th Street, Apt. E
New York, NY 10065

Isaac Shepher
2211 Queensborough Lane
Los Angeles, CA 90077

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LEON HAYBLUM,

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DEFENDANTS.

COMPLAINT

JURY TRIAL DEMANDED

Index No.

Plaintiff Leon Hayblum, by and through his attorneys, Sanford Heisler Kimpel, LLP, brings this action against Defendants Life Alert Emergency Response, Inc.; Isaac Shepher; and Gavriel Gonen. Plaintiff alleges upon knowledge concerning his own acts and upon information and belief as to all other matters:

I. OVERVIEW

1. Defendant Life Alert Emergency Response, Inc. (“Life Alert” or “the Company”) describes itself as providing a medical alert system to protect elderly and disabled family members in medical health emergencies. Its website boasts, “As the creator of the, ‘Help, I’ve fallen and I can’t get up!’ company, Life Alert’s medical alert system provides emergency help 24/7 even if you can’t reach a phone and peace of mind to family members. Live a better life with Life Alert. Feel safer with our Life Alert system, for medical alert emergency responses.”

2. But for Life Alert’s staff, there is neither peace of mind nor safety. Life Alert has brewed for its workforce a cauldron of illegal work practices and sexual harassment. When long-time employee Leon Hayblum (“Plaintiff” or “Mr. Hayblum”) complained about the Company’s illegal practices and revealed that he was suffering from cancer at his advanced age, Life Alert unceremoniously fired him and breached its employment contract with Mr. Hayblum.

When it comes to its workers, Life Alert's motto might as well be, "We'll knock you down, and you WON'T get up!"

3. Mr. Hayblum worked for Life Alert for over twelve years, devoting countless hours to helping grow the Company. Mr. Hayblum was one of the Company's most successful sales representatives and was eventually promoted to the position of sales manager in Life Alert's Manhattan office. Mr. Hayblum was highly effective as a manager, and Life Alert repeatedly applauded him for his work ethic and skills.

4. Life Alert induced Mr. Hayblum to serve as a sales manager for many years—working extremely long hours, six and eventually seven days a week—by promising to pay Mr. Hayblum a substantial lump-sum payment at the conclusion of his work for the Company. The Company's promise to pay this deferred compensation was memorialized in a Payment Agreement signed by Mr. Hayblum and Life Alert's CEO, Defendant Isaac Shepher.

5. But then, Mr. Hayblum fell victim to Life Alert's unscrupulous and unlawful practices. Mr. Hayblum repeatedly raised concerns about the Company's misclassification of its sales representatives as independent contractors rather than employees. Mr. Hayblum also repeatedly raised concerns about sexual harassment that was rampant in Life Alert's Manhattan office, including the sexual harassment of his own wife by the general manager of the Manhattan office, Defendant Gonen. In addition, Mr. Hayblum, who was over seventy years old at the time, revealed to Defendant Gonen that he had prostate cancer and would require treatment.

6. Life Alert and its executives struck back. Because of Mr. Hayblum's advanced age and disability, and in retaliation for his reports about the Company's illegal employment practices, on November 10, 2014, with no advance notice and no explanation, Defendants terminated Mr. Hayblum—effective immediately—after twelve years of service. Then, after

firing Mr. Hayblum, Life Alert breached its contract with Mr. Hayblum by failing to pay any of the deferred compensation that the Company had agreed to pay him.

7. Mr. Hayblum hereby brings claims for breach of contract; discrimination based on his age and disability in violation of the New York City Human Rights Law and the New York State Human Rights Law; retaliation in violation of the New York State Labor Law based on his complaining of wage-and-hour violations; and retaliation in violation of the New York City Human Rights Law and the New York State Human Rights Law based on his complaining about sexual harassment. Plaintiff seeks damages from Life Alert in excess of \$7 million.

II. THE PARTIES

8. **PLAINTIFF LEON HAYBLUM** worked for Life Alert in its Manhattan offices from October 2002 through November 10, 2014. He was a sales representative from October 2002 to April 2006 and a sales manager from April 2006 through November 10, 2014. Mr. Hayblum is domiciled in Manhattan, New York.

9. **DEFENDANT LIFE ALERT EMERGENCY RESPONSE, INC.** is a business that sells safety, home security, and emergency protection services to the elderly and disabled. Life Alert is incorporated and headquartered in California. At all times relevant to this action, Life Alert has maintained an office and sales force in Manhattan.

10. **DEFENDANT ISAAC SHEPHER** is the Chief Executive Officer of Defendant Life Alert Emergency Response, Inc. Defendant Shepher is domiciled in California. Defendant Shepher regularly does or solicits business, engages in a persistent course of conduct, and/or derives substantial revenue from goods used or services rendered in New York State.

11. **DEFENDANT GAVRIEL GONEN** (also known as “Gaby” Gonen) is the general manager of Life Alert’s Manhattan office, as well as a Director and Vice President of

Marketing and Sales for the Company. Defendant Gonen is domiciled in Manhattan, New York.

III. JURISDICTION AND VENUE

12. This Court has personal jurisdiction over Defendant Life Alert pursuant to CPLR §§ 301 and 302. Defendant Life Alert does regular and substantial business within New York State and maintains an office in Manhattan. Defendant Life Alert's wrongful acts or omissions were committed in New York State and/or caused injury to Plaintiff within New York State. The Payment Agreement between Plaintiff and Defendant Life Alert was negotiated and executed in New York State and contemplated an ongoing relationship between Plaintiff and Defendant Life Alert in Life Alert's office in New York State.

13. This Court has personal jurisdiction over Defendant Shepher pursuant to CPLR §§ 301 and 302. Defendant Shepher's wrongful acts or omissions were committed in New York State and/or caused injury to Plaintiff within New York State. Defendant Shepher regularly does or solicits business, engages in a persistent course of conduct, and/or derives substantial revenue from goods used or services rendered in New York State.

14. This Court has personal jurisdiction over Defendant Gonen pursuant to CPLR § 301. Defendant Gonen is domiciled in New York State.

15. Venue belongs in New York County. Plaintiff resides in this County, Defendant Life Alert maintains an office in this County, Defendant Gonen resides in this County, and Defendants' wrongful acts and omissions were committed in this County and/or caused injury to Plaintiff in this County.

IV. FACTUAL ALLEGATIONS

A. Life Alert's Contract with Mr. Hayblum

16. On or about June 19, 2006, shortly after Mr. Hayblum became a sales manager at the Company, Mr. Hayblum and Life Alert entered into a written contract called a "Payment Agreement." Life Alert's CEO, Defendant Shepherd, signed the Payment Agreement on behalf of Life Alert, and Mr. Hayblum countersigned the Payment Agreement in Life Alert's Manhattan office. A duplicate copy of the Payment Agreement is attached to and incorporated into this Complaint as Exhibit A. The Payment Agreement is hereby incorporated into and made part of this Complaint.

17. The Payment Agreement provides in relevant part as follows:

This is an agreement between Life Alert and Mr. Leon Hayblum, a New York office Sales Manager. As a manager, Mr. Hayblum agrees to work all hours "Open till Close", instead of the 35-40 hours he puts in now. "Open till Close" hours will require for Leon Hayblum to be in the office at all times that the office is open, however he will be able to take regular breaks and days off. In exchange for all extended hours worked, he will receive a lump sum deferred payment/compensation at the end of his engagement, irrespective of how the termination occurs and as long as it is at least 5 years after commencement.

Mr. Leon Hayblum will receive a lump sum payment for the duration of his work at Life Alert starting from May 2006, that will cover all the period worked until the end of his engagement, plus any bonuses that Life Alert deem [sic] fit to include. The lump sum payment will be the difference between Mr. Leon Hayblum's pay/earnings, and the pay/earnings of Mr. Gaby Gonen, the Sales and Marketing Manager, that will cover all the period worked until the end of his engagement. This agreement does not entitle Mr. Leon Hayblum to any stock, stock options or benefits that Mr. Gaby Gonen has or will receive. Mr. Leon Hayblum further agrees to stay with Life Alert for a minimum period of 5 years.

As to the taxes that will be deducted or/and placed on the final lump sump [sic] payment, it will be split equally half/half between the parties – Life Alert will be responsible for paying half the tax and Mr. Leon Hayblum will be responsible for paying the other half.

18. Mr. Hayblum fully performed his obligations under the Payment Agreement. Mr. Hayblum completed the term of service provided for in the Payment Agreement. In fact, Mr.

Hayblum worked for Life Alert for more than eight years after entering into the Payment Agreement, a period well in excess of the five-year term contained in the Payment Agreement.

19. Mr. Hayblum worked the extended hours provided for in the Payment Agreement. In fact, Mr. Hayblum often worked above and beyond the hours called for in the Agreement, by continuing to work from home late into the night even after the Manhattan office had closed for the evening. In addition, Mr. Hayblum worked extra days above and beyond what was contemplated in the Payment Agreement. When the parties signed the Payment Agreement, Life Alert's Manhattan office was open six days a week, providing Mr. Hayblum with one day per week when he was not expected to work. But when the Company transitioned to a seven-day-a-week schedule, Mr. Hayblum began working on Sundays also, one day per week above and beyond the schedule contemplated in the Payment Agreement.

20. At no time during Mr. Hayblum's engagement with Life Alert did the Company, Defendant Shepher, Defendant Gonen, or anyone else ever suggest that Mr. Hayblum had not fully complied with his obligations under the Payment Agreement. To the contrary, Mr. Hayblum's supervisor, Defendant Gonen, repeatedly acknowledged Mr. Hayblum's long hours and commended his work ethic and performance.

B. Mr. Hayblum's Reports about Wage-and-Hour Violations

21. Since at least early 2011, Mr. Hayblum repeatedly raised concerns within the Company regarding its compliance with labor laws, particularly in its classification of its sales representatives as independent contractors rather than employees.

22. On February 20, 2011, Mr. Hayblum sent a lengthy and detailed email to Defendant Gonen, expressing concerns about the Company's classification of its sales representatives as independent contractors, reminding Defendant Gonen of the financial

consequences of misclassifying these workers, and explaining the IRS's guidelines for classifying workers as independent contractors. Mr. Hayblum concluded his email by telling Defendant Gonen that he hoped his email would "alert you to the . . . risks and consequences and change some of the ways our office is managed."

23. On April 10, 2011, Mr. Hayblum sent an email to Defendant Gonen, warning that a lawsuit brought by a former sales representative against Life Alert for misclassifying him as an independent contractor "may open a[] Pandora box with current and former reps."

24. On November 6, 2011, Mr. Hayblum sent another email to Defendant Gonen enclosing an article about a recent surge in wage-and-hour class action lawsuits in Manhattan and warning of the possibility of a "flood of suits by anybody that ever worked for Life Alert."

25. In addition to sending those emails, Mr. Hayblum repeatedly raised concerns about Life Alert's misclassification of its sales representatives with Defendant Gonen in oral, in-person communications in Life Alert's Manhattan office. Defendant Gonen, however, was unwilling to consider remedying Life Alert's misclassification of its sales representatives.

26. Defendant Shepher, the CEO of Life Alert, likewise repeatedly expressed his unwillingness to classify Life Alert's sales representatives as employees.

27. On September 8, 2013, Mr. Hayblum wrote an email to Defendant Shepher regarding Life Alert's classification of its sales representatives as independent contractors. Mr. Hayblum urged Defendant Shepher to "try to fix things up with them [*i.e.* the sales representatives] rather than keep facing problems caused by them," and reminded him that "once they get the employee status [. . .] they will go for 'back pay' for wages, overtime, holiday pay, desk fees, handymen and cancellation back charges, etc. etc. Even if they would go back only

two or three years that would amount to tens of millions in retroactive pay.” Mr. Hayblum re-sent this message to Defendant Shepher on September 10, 2013, and again on October 1, 2013.

28. Defendant Shepher never responded in writing to Mr. Hayblum’s email regarding the Company’s misclassification of its sales representatives. However, in a follow-up teleconference with Mr. Hayblum, Defendant Shepher said that he would do everything to continue classifying Life Alert’s sales representatives as independent contractors.

29. Despite Mr. Hayblum’s complaints, the Company refused to reclassify its sales representatives as employees rather than independent contractors. On September 15, 2014, a collective action was filed against the Company alleging, *inter alia*, that Life Alert had unlawfully misclassified the sales representatives in its Manhattan office.

C. Mr. Hayblum’s Complaints About Sexual Harassment

30. Mr. Hayblum raised concerns to the Company regarding rampant sexual harassment in Life Alert’s Manhattan Office. The prime culprits were Defendant Gonen—who abused his role as general manager of Life Alert’s Manhattan office to sexually harass the Company’s female staff, including Mr. Hayblum’s wife—and Defendant Shepher, who as Life Alert’s CEO supported and even encouraged Defendant Gonen.

31. Mr. Hayblum repeatedly observed Defendant Gonen sexually harass female sales representatives and administrative assistants in Life Alert’s Manhattan office. It was common practice for Defendant Gonen to proposition the female staff by offering promotions, perquisites, calls-ins, and leads. The women who refused his advances were denied call-ins and leads, fired, or treated so poorly that they were driven to quit.

32. Mr. Hayblum’s wife, who was a sales representative in Life Alert’s Manhattan office, was a prime target of Defendant Gonen’s sexual harassment. On a frequent and recurrent

basis, Defendant Gonen would make sexual advances towards Mrs. Hayblum and then sabotage her sales by withholding call-ins and lead cards when she rejected his unwanted sexual advances. Mrs. Hayblum experienced serious distress because of Defendant Gonen's ongoing sexual harassment: she suffered anxiety and even panic before going to work each day and was eventually hospitalized as a result of the stress caused by the ongoing sexual harassment.

33. Rather than remedying the unlawful sexual harassment, the Company tolerated and even encouraged Defendant Gonen's sexually harassing behavior.

34. On several occasions, Mr. Hayblum confronted Defendant Gonen about his behavior, telling him that what he was doing was unlawful. Defendant Gonen's response was that he was the boss and could do as he pleased.

35. Mr. Hayblum also confronted Defendant Shepher about Defendant Gonen's harassment of Life Alert's female sales representatives. Defendant Shepher dismissed Mr. Hayblum's complaints, saying "nobody is forcing them to stay." When Mr. Hayblum specifically confronted Defendant Shepher about the harassment of Mr. Hayblum's wife, Defendant Shepher dismissed Mr. Hayblum's complaints by stating that "Israeli girls know how to protect themselves."

36. On August 6, 2012, Mr. Hayblum wrote an email to Defendant Shepher raising concerns about Defendant Shepher's instruction that Defendant Gonen conduct one-on-one meetings with sales representatives. In his email, Mr. Hayblum specifically pointed out that "allegations of Gabys' [sic] [*i.e.*, Defendant Gonen's] misconduct with women at Life Alert are wide spread" and discouraged the holding of private meetings behind closed doors between Defendant Gonen and female sales representatives. Defendant Shepher called Mr. Hayblum to discuss the email and, upon information and belief, abandoned the plan to have Defendant Gonen

conduct one-on-one private meetings with female sales representatives. However, upon information and belief, Defendant Shepher made no efforts to investigate or remedy the sexual harassment in Life Alert's Manhattan office.

37. On June 2, 2013, Mr. Hayblum sent an email to Defendant Shepher urging him to promptly investigate allegations of sexual harassment that were being discussed on an Internet forum about Life Alert. Mr. Hayblum warned: "If God forbid that we have to explain this on another forum it will be impossible to claim that we did not know" Mr. Hayblum re-sent this message to Defendant Shepher in another email on October 1, 2013. Defendant Shepher never responded to these emails and, upon information and belief, made no efforts to investigate or remedy the sexual harassment in Life Alert's Manhattan office.

38. On November 8, 2013, Mr. Hayblum wrote a lengthy, formal letter to Defendant Shepher and Miri Shepher, the President and Secretary for Life Alert, about Defendant Gonen's persistent sexual harassment of Mrs. Hayblum and other female staff members. The letter stated: "The biggest problem is that [Defendant] Gaby [Gonen] is still making sexual advances/harassment at women in the office including Irith" Mr. Hayblum described Mrs. Hayblum's daily distress and how she had recently been hospitalized due to the sexual harassment she suffered at work. Mr. Hayblum pled with Defendant Shepher "for [his wife,] Irith [Hayblum,] not to be harassed and left in peace when she returns."

39. On November 20, 2013, Defendant Shepher responded to Mr. Hayblum's letter by deflecting and ignoring the serious concerns he raised. Defendant Shepher wrote: "Dear leon [sic], thank you for your recent letter. In the future I prefer that you focus on your office's sales and not in giving us advice on other issues." Upon information and belief, Defendant Shepher made no efforts to investigate or remedy the sexual harassment in Life Alert's Manhattan office.

40. Rather than disciplining or terminating Defendant Gonen, Defendant Shepher actually encouraged Defendant Gonen's sexually harassing behavior. At meetings with the Company's managers, Defendant Shepher repeatedly glorified Defendant Gonen as "The King" or as a "Casanova" for his "achievements" with women.

D. Mr. Hayblum's Age and Disability

41. In or about 2011, Mr. Hayblum was diagnosed with prostate cancer. He did not reveal his cancer diagnosis to the Company at that time and opted to pursue "active surveillance" rather than a course of treatment. In or about late 2013 and early 2014, however, Mr. Hayblum's prognosis worsened and his doctors advised that he immediately undergo a course of treatment.

42. In or about March 2014, shortly before beginning a course of treatment, Mr. Hayblum informed Defendant Gonen that he had prostate cancer. In March and April 2014, Mr. Hayblum underwent a course of radiation therapy treatment for his prostate cancer.

43. Upon information and belief, Defendant Gonen informed Defendant Shepher that Mr. Hayblum had cancer. On at least one occasion after Mr. Hayblum underwent treatment, in or about June 2014, Defendant Shepher asked Mr. Hayblum about his health.

44. Upon information and belief, Defendants Shepher and Gonen were aware of Mr. Hayblum's advanced age of seventy-one years at the time he began undergoing treatment.

45. Mr. Hayblum's disability did not prevent him from performing in a reasonable manner the activities involved in his job. To the contrary, Mr. Hayblum remained fully able to work through the period when he was undergoing radiation therapy. In fact, Mr. Hayblum did not miss a single day of work for his radiation therapy treatment.

E. Defendants' Discriminatory and Retaliatory Termination

46. Because of Mr. Hayblum's advanced age and disability and in retaliation for the complaints that he raised over a period of years about sexual harassment and wage-and-hour violations, Defendants terminated Mr. Hayblum on November 10, 2014. Defendant Gonen effectuated the termination and informed Mr. Hayblum that it was supported by Defendant Shepher.

47. Defendants provided Mr. Hayblum with no advance warning of the termination, and after twelve years of service he was expected to pack up his belongings on the spot.

48. Defendants provided Mr. Hayblum with no substantive explanation of the reasons for his termination.

F. Life Alert's Breach of Contract

49. Upon its termination of Mr. Hayblum, pursuant to the Payment Agreement, Life Alert was obligated to pay Mr. Hayblum: (a) a base lump-sum payment equal to the difference between Mr. Hayblum's and Defendant Gonen's respective earnings for work performed from May 1, 2006, through November 10, 2014; and (b) a tax payment equal to half of the federal, New York state, and New York City taxes due on the base lump-sum payment.

50. Following the termination of Mr. Hayblum, Life Alert failed to pay Mr. Hayblum any of the amounts that the Company owed to him pursuant to the Payment Agreement.

51. Life Alert ignored repeated inquiries from Mr. Hayblum about when he would receive the money owed to him.

52. Life Alert also ignored a formal notice of breach sent by Mr. Hayblum's undersigned counsel on March 3, 2015, requesting payment in full of the amounts owed under the Payment Agreement, plus accrued interest at the statutory rate. The notice of breach sent by

Mr. Hayblum's counsel is attached to this Complaint as Exhibit B and hereby incorporated into and made part of this Complaint.

V. COUNTS

COUNT I
BREACH OF CONTRACT
(Plaintiff against Defendant Life Alert)

53. Plaintiff re-alleges and incorporates by reference each and every allegation in the previous paragraphs as though fully set forth herein.

54. On or about June 19, 2006, Plaintiff and Defendant Life Alert executed and entered into a Payment Agreement that provided for Life Alert to pay Plaintiff (a) a base lump-sum payment equal to the difference between Plaintiff's and Defendant Gonen's respective earnings for work performed from May 1, 2006, through the termination of Plaintiff's work for the Company; and (b) a tax payment equal to half of the federal, New York state, and New York City taxes due on the base lump-sum payment.

55. Plaintiff performed his duties and obligations under the Payment Agreement.

56. Defendant Life Alert materially breached the terms of the contract by failing to pay Plaintiff any of the amounts he was owed under the Payment Agreement upon his termination. Defendant Life Alert's breach was wrongful, knowing, intentional, and willful.

57. Because of Defendant Life Alert's breach of contract, Plaintiff has suffered damages in an amount to be established at trial, including loss of the base lump-sum payment and the tax payment that he is owed under the Payment Agreement. Plaintiff is also entitled to pre-judgment and post-judgment interest at the statutory rate.

COUNT II
VIOLATION OF NEW YORK CITY HUMAN RIGHTS LAW—
UNLAWFUL DISCHARGE BASED ON AGE
New York City Administrative Code § 8-107
(Plaintiff against Defendant Life Alert)

58. Plaintiff re-alleges and incorporates by reference each and every allegation in the previous paragraphs as though fully set forth herein.

59. Defendant Life Alert discriminated against Plaintiff in violation of the New York City Human Rights Law by discharging him from employment because of his age. Plaintiff was seventy-one (71) years old when he was terminated.

60. As a result of Defendant Life Alert's unlawful conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost earnings, lost future employment opportunities, other financial losses, emotional distress, and other non-economic damages.

61. Plaintiff is entitled to all remedies available for violations of the New York City Human Rights Law, including lost compensation, back pay, front pay, compensatory damages, punitive damages, attorneys' fees, costs, and other appropriate relief.

COUNT III
VIOLATION OF NEW YORK CITY HUMAN RIGHTS LAW—
UNLAWFUL DISCHARGE BASED ON DISABILITY
New York City Administrative Code § 8-107
(Plaintiff against Defendant Life Alert)

62. Plaintiff re-alleges and incorporates by reference each and every allegation in the previous paragraphs as though fully set forth herein.

63. Defendant Life Alert discriminated against Plaintiff in violation of the New York City Human Rights Law by discharging him from employment because of disability.

64. Plaintiff was battling cancer when he was terminated. Plaintiff's disability did not prevent him from performing in a reasonable manner the activities involved in his job.

65. As a result of Defendant Life Alert's unlawful conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost earnings, lost future employment opportunities, other financial losses, emotional distress, and other non-economic damages.

66. Plaintiff is entitled to all remedies available for violations of the New York City Human Rights Law, including lost compensation, back pay, front pay, compensatory damages, punitive damages, attorneys' fees, costs, and other appropriate relief.

COUNT IV
VIOLATION OF NEW YORK STATE HUMAN RIGHTS LAW—
UNLAWFUL DISCHARGE BASED ON AGE
New York Executive Law § 296
(Plaintiff against Defendant Life Alert)

67. Plaintiff re-alleges and incorporates by reference each and every allegation in the previous paragraphs as though fully set forth herein.

68. Defendant Life Alert discriminated against Plaintiff in violation of the New York State Human Rights Law by discharging him from employment because of his age. Plaintiff was seventy-one (71) years old when he was terminated.

69. As a result of Defendant Life Alert's unlawful conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost earnings, lost future employment opportunities, other financial losses, emotional distress, and other non-economic damages.

70. Plaintiff is entitled to all remedies available for violations of the New York State Human Rights Law, including lost compensation, back pay, front pay, compensatory damages, and other appropriate relief.

COUNT V
VIOLATION OF NEW YORK STATE HUMAN RIGHTS LAW—
UNLAWFUL DISCHARGE BASED ON DISABILITY
New York Executive Law § 296
(Plaintiff against Defendant Life Alert)

71. Plaintiff re-alleges and incorporates by reference each and every allegation in the previous paragraphs as though fully set forth herein.

72. Defendant Life Alert discriminated against Plaintiff in violation of the New York State Human Rights Law by discharging him from employment because of disability.

73. Plaintiff was battling cancer when he was terminated. Plaintiff's disability did not prevent him from performing in a reasonable manner the activities involved in his job.

74. As a result of Defendant Life Alert's unlawful conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost earnings, lost future employment opportunities, other financial losses, emotional distress, and other non-economic damages.

75. Plaintiff is entitled to all remedies available for violations of the New York State Human Rights Law, including lost compensation, back pay, front pay, compensatory damages, and other appropriate relief.

COUNT VI
VIOLATION OF NEW YORK CITY HUMAN RIGHTS LAW—RETALIATION
New York City Administrative Code § 8-107
(Plaintiff against Defendants)

76. Plaintiff re-alleges and incorporates by reference each and every allegation in the previous paragraphs as though fully set forth herein.

77. Plaintiff repeatedly raised concerns to Defendants about the rampant sexual harassment in Life Alert's Manhattan Office by Defendant Gonen, including sexual harassment directed at Plaintiff's wife.

78. The issues raised by Plaintiff constitute violations of the New York City Human Rights Law. Plaintiff complained of colorable violations of the provisions of the New York City Human Rights Law prohibiting discrimination on the basis of sex.

79. In violation of New York City Administrative Code § 8-107, Defendants retaliated against Plaintiff for engaging in protected activities by terminating him on November 10, 2014.

80. As a result of Defendants' unlawful conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost earnings, lost future employment opportunities, other financial losses, emotional distress, and other non-economic damages.

81. Plaintiff is entitled to all remedies available for violations of the New York City Human Rights Law, including lost compensation, back pay, front pay, compensatory damages, punitive damages, attorneys' fees, costs, and other appropriate relief.

COUNT VII
VIOLATION OF NEW YORK STATE HUMAN RIGHTS LAW—RETTALIATION
New York Executive Law § 296
(Plaintiff against Defendants)

82. Plaintiff re-alleges and incorporates by reference each and every allegation in the previous paragraphs as though fully set forth herein.

83. Plaintiff repeatedly raised concerns to Defendants about the rampant sexual harassment in Life Alert's Manhattan Office by Defendant Gonen, including sexual harassment directed at Plaintiff's wife.

84. The issues raised by Plaintiff constitute violations of the New York State Human Rights Law. Plaintiff complained of colorable violations of the provisions of the New York State Human Rights Law prohibiting discrimination on the basis of sex.

85. In violation of New York Executive Law § 296, Defendants retaliated against Plaintiff for engaging in protected activities by terminating him on November 10, 2014.

86. As a result of Defendants' unlawful conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost earnings, lost future employment opportunities, other financial losses, emotional distress, and other non-economic damages.

87. Plaintiff is entitled to all remedies available for violations of the New York State Human Rights Law, including lost compensation, back pay, front pay, compensatory damages, and other appropriate relief.

COUNT VIII
VIOLATION OF NEW YORK LABOR LAW—RETALIATION
N.Y. Labor Law § 215
(Plaintiff against Defendants)

88. Plaintiff re-alleges and incorporates by reference each and every allegation in the previous paragraphs as though fully set forth herein.

89. Since at least 2011, Plaintiff Hayblum repeatedly reported concerns to Defendants about the Company's compliance with New York State Labor Law, particularly in regard to the classification of sales representatives as independent contractors.

90. The issues raised by Plaintiff constitute violations of the New York State Labor Law. At minimum, Plaintiff complained of practices that he, reasonably and in good faith, believed violated the minimum wage and overtime provisions of New York Labor Law.

91. In violation of N.Y. Labor Law § 215, Defendants retaliated against Plaintiff for engaging in protected activities by terminating him on November 10, 2014.

92. As a result of Defendants' unlawful conduct, Plaintiff has suffered and continues to suffer harm, including but not limited to lost earnings, lost future employment opportunities, other financial losses, emotional distress, and other non-economic damages.

93. Plaintiff is entitled to all remedies available for violations of the New York Labor Law, including lost compensation, back pay, front pay, liquidated damages, attorneys' fees, costs, and other appropriate relief.

PRAYER FOR RELIEF ON CLAIMS

WHEREFORE, Plaintiff prays that this Court:

A. Award Plaintiff all of his damages resulting from Defendant's breach of contract, discrimination on the basis of age and disability in violation of the New York City Human Rights Law and New York State Human Rights Law, retaliation in violation of the New York State Labor Law, and retaliation in violation of the New York City Human Rights Law and New York State Human Rights Law, including lost compensation, back pay, front pay, compensatory damages, liquidated damages, and punitive damages, in an amount in excess of \$7 million.

B. Award Plaintiff all attorneys' fees, costs, and expenses available under law;

C. Award Plaintiff all pre-judgment interest and post-judgment interest available under law; and

D. Award Plaintiff such additional and further relief as this Court may deem just and proper.

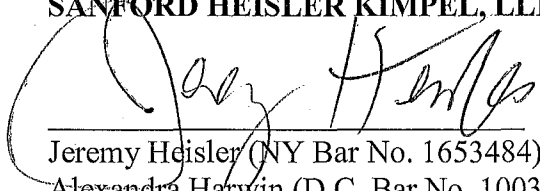
VI. JURY DEMAND

Plaintiff demands a trial by jury on all issues triable of right by jury.

Dated: May 6, 2015

SANFORD HEISLER KIMPEL, LLP

By:


Jeremy Heisler (NY Bar No. 1653484)
Alexandra Harwin (D.C. Bar No. 1003018)

SANFORD HEISLER KIMPEL, LLP

1350 Avenue of the Americas, 31st Floor
New York, New York 10019

Telephone: (646) 402-5650

Facsimile: (646) 402-5651

jheisler@sanfordheisler.com

aharwin@sanfordheisler.com