

Supreme Court of the State of New York  
County of NEW YORK

ELIZABETH HASBROUCK ANDERSON

Plaintiff(s)

against

EDMISTON & COMPANY, INC.,

Defendant(s)

Index No.  
Date purchased

Plaintiff(s) designate(s)  
NEW YORK

County as the place of trial.

The basis of the venue is  
Defendant's place of business

Summons

Plaintiff(s) reside(s) at

County of

CITY OF N.Y. LAW DEPT.  
OFFICE OF CLERK OF COURTS  
JAN 15 11:11:05

To the above named Defendant(s)

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

Dated, January 14, 2013

SCHWARTZ & PERRY, LLP  
Attorney(s) for Plaintiff

Defendant's address:  
EDMISTON & COMPANY, INC.  
1325 Avenue of the Americas  
27th Floor  
New York, New York 10019

Office and Post Office Address  
295 Madison Avenue  
New York, New York 10017  
(212) 889-6565

NYC Commissioner  
Received Human Rights  
1/15/13  
@ 10:37 am

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

-----X  
ELIZABETH HASBROUCK ANDERSON,

*Plaintiff,*

-against-

EDMISTON & COMPANY, INC.

*Defendant.*

-----X

**Index No.:**

**VERIFIED COMPLAINT**

Plaintiff, Elizabeth Hasbrouck Anderson, as and for her Verified Complaint against  
Defendant Edmiston & Company, Inc., all upon information and belief, respectfully alleges as  
follows:

CITY OF N.Y. LAW DEPT.  
OFFICE OF CORP. COUNSEL  
2013 JUN 15 AM 11:00

**IDENTITY OF PARTIES**

1. At all relevant times, Elizabeth Hasbrouck Anderson (“Anderson”) was employed by Defendant, Edmiston & Company, Inc. (“Edmiston”) from July 2008 until November 8, 2012 when she was effectively terminated by Edmiston as a result of her complaint of gender discrimination.
  
2. At all relevant times mentioned herein, Edmiston was and is a corporation that is authorized to and does business in the County, City and State of New York.
  
3. Edmiston specializes in the sale, charter, management and new construction of yachts throughout the world.

*Nyc Commission On  
Human Rights  
Received  
11/15/13  
@ 10:37am*

**BACKGROUND RELEVANT TO ALL CAUSES OF ACTION**

4. Anderson commenced her employment with Edmiston in July 2008 as a Charter Assistant.

5. At all relevant times herein, Anderson was qualified for her position and capably performed her duties, as confirmed by, among other things, the increase in duties and responsibilities assumed in 2009, which included assignments in the marketing and graphic design department, as well as the positive feedback she received on multiple occasions from her supervisor.

6. Throughout the course of her employment with Edmiston, Anderson reported to Robert Shepherd (“Shepherd”) who, at that time, held the position of Yacht Charter Broker.

7. In late 2008/early 2009, Shepherd became Director/President of the New York office, reporting to Nicholas Edmiston, the founder and owner of Edmiston.

8. In 2011, Shepherd became a Partner.

9. Throughout the course of her employment with Edmiston, Shepherd made it clear to Anderson that he harbored a discriminatory animus against women, who he believed were not as qualified as men and he expressed his discriminatory beliefs by making the following remarks and engaging in the following conduct:



- Telling Anderson, in condescending fashion, that if she “messed up one more time” he was “going to spank [her],” a threat he told Anderson he also made to the former receptionist;
- When Shepherd was looking to hire a new assistant, Anderson asked Shepherd if a male candidate would be acceptable and Shepherd responded by saying, “Not if he’s after my job,” and when Anderson asked Shepherd what he meant, he stated “You have to understand that this is a very sexist organization;”
- Telling Anderson that he did not believe women were suited for leadership positions;
- Repeatedly calling Anderson “good girl” and when Anderson told Shepherd not to speak to her in that manner and would not call the male employees “good boy,” Shepherd ignored her complaint and continued to refer to her as “good girl;”
- During an industry lunch, Shepherd remarked to one of the women present that her “boobs looked good;”
- In referring to women he did not care for, including Charlotte Thomas, the head of Edmiston’s marketing department in London, as a “C-U-Next-Tuesday,” and when Anderson asked what that meant he told her it was an acronym for the word “cunt;”
- On an occasion when Shepherd, Anderson and a coworker were reviewing the website of Y.Co, a competitor of Edmiston, Shepherd, when he came across the biography of Charter Broker Eleanor Bloodworth (“Bloodworth”), who had previously been his assistant when he was employed by Y.Co., re-wrote her biography in a sexually-explicit manner and emailed it to Tom Debusse, his friend and former colleague at Y.Co;
- On numerous occasions Shepherd would refer to Bloodworth as a “C-U-Next-Tuesday” and remarked to Anderson that Bloodworth used her sexuality to get

what she wanted, even if it meant sleeping with captains and that she was “smart” in that way, making it clear to Anderson that he believed that the only way a woman in the yacht charter industry could be successful was if she slept around;

- Shepherd made it clear that he believed the only reason Charlotte Thomas was head of marketing was because she was sleeping with the CEO Mark Cornell, even though he had no proof of this, once again, confirming his belief that women in the yacht brokerage industry became successful because they slept around;
- On a regular basis expressing his frustration at women he interacted with in the workplace by angrily stating “That fucking woman!” or “That stupid woman!” but when he had any frustrations with men he did not express himself by disparaging and insulting the men;
- Shepherd frequently degraded and insulted female employees, referring for example to “Elsa,” an employee in the Central Agency Department as a “cow,” but in contrast he never had an insulting or disparaging nickname for the men he told Anderson he did not care for;
- Telling Anderson that the only candidate he would consider for the open receptionist position was an “attractive, young, British woman,” without stressing the candidates’ skills or qualifications, confirming that he valued appearance above competence and that he held an out-dated, stereotypical attitude.
- After learning that Shelly Mangra, a receptionist hired by Shepherd had a 3 year old daughter, he became enraged telling Anderson that Mangra had deceived him by not telling him about her daughter, she would not be able to perform her job because she had a child and that she would not have gotten the job if he had been aware she was a mother.

The acts mentioned above are not all-inclusive, but instead are only examples of Shepherd’s bias

against women.

10. On Thursday, October 18, 2012, Anderson learned that two of men in the office would be attending a conference regarding marketing in the luxury hotel industry and, inasmuch as Anderson worked in the marketing department, she inquired of Shepherd as to why she had not been invited and he stated that Anderson could come along.

11. Anderson attended the event with Shepherd, James Lyons and Phil Brewster.

12. During the event, Brewster asked Shepherd why all the women in the industry are charter brokers and all of the men are sales brokers and Brewster remarked that it seemed a bit sexist.

13. Shepherd responded to Brewster, in the presence of Anderson, that although all sales brokers are men, there are only two charter brokers that Shepherd enjoyed working with, both of whom are male, and should Brewster ever be looking for a boat for a client, he should really go to them first, as all of the women working in yacht charter are so **“stupid”** and **“unable to make a deal”** that Shepherd ends up doing all of the work, and the women should really all just **“lie down and spread their legs for [him].”**

14. Anderson was devastated by Shepherd’s graphic, vulgar and degrading discriminatory remark and, although she went to work the next day, she was required to go home early because she felt sick over Shepherd’s disgusting behavior.



15. While at home, Anderson sent Shepherd an email expressing her distress over his remark at the conference.

16. Over the next several days, Anderson and Shepherd were in contact about the events of October 18th, but Shepherd failed and refused to acknowledge the wrongful nature of his conduct, only telling Anderson that he was sorry for hurting her feelings, thereby reaffirming his discriminatory beliefs about women.

17. On November 1, 2012, Anderson and Shepherd met over lunch to discuss the events of Thursday October 18th, at which time Anderson expressed to Shepherd that based on his degrading remark, and in concert with all of the other misogynistic and bigoted comments she has heard him say about women, she was forced to conclude that Shepherd thinks women are not capable of anything other than administrative work and sexual services and that she could no longer work with him.

18. At that point, Anderson requested a transfer to Edmiston's London office, where the head of the marketing department was located.

19. In response, Shepherd stated that Anderson would never change him, that if she cannot handle the way he speaks, then they should not work together and that Anderson is "stupid" to think the London office is going to be a better environment, because they are "just as sexist, if not worse."

20. On Friday, November 2, 2012, at approximately 6:00 pm, Shepherd summoned Anderson into a conference room at which time he informed her that he had spoken with Rory Trahair (“Trahair”), the head of marketing in London, and although Trahair would love to have Anderson work for him in the London office, the company could not afford it.

21. Shepherd also stated that Anderson was a “fool” to want to move to the London office because that office is “worse” in terms of gender discrimination and sexual harassment and that this is something that Anderson would have to deal with in life as a woman, confirming that Edmiston allowed and permitted a hostile and degrading work environment for women.

22. On Wednesday November 7, 2012, Anderson was contacted by David Hudson (“Hudson”) Director, who advised Anderson that he was aware of her complaint about Shepherd’s behavior and that, although Edmiston would love to have Anderson work in the London office, there was physically no room for her.

23. Hudson then told Anderson that he feared the London office might be an even more troublesome work environment for Anderson, reminding her that their colleague Nick Burleigh has “quite the mouth on him.”

24. Hudson, by his statement to Anderson concerning the work environment in the London office, confirmed that Edmiston knew that its employees were engaging in wrongful behavior, but condoned and approved it, a fact which was also confirmed by Shepherd, when he told



Anderson that the London office had even more gender discrimination than the New York office.

25. On November 8, 2012, Hudson conceded to Anderson that continuing to work with Shepherd would make for a difficult work environment and was not an option that should be pursued any further.

26. Hudson further stated that transferring Anderson to London was not a possibility, so that the only option available was to discuss a separation between Anderson and Edmiston.

27. Accordingly, Anderson was terminated by Edmiston on November 8, 2012.

28. The damage inflicted upon Anderson was a direct and proximate result of the conduct complained of herein and has caused emotional injury and severely impacted the quality of her life, because she was subjected to the deplorable and unlawful conduct described herein.

29. Edmiston failed to fulfill its obligations under the New York City Human Rights Law by, among other things, failing to provide Anderson with a workplace free of discrimination and refusing to take any action to prevent or remedy discriminatory conduct, instead condoning and ratifying it, so that Edmiston is liable and responsible for gender discrimination and sexual harassment under the New York City Human Rights Law.

30. As a result of Edmiston's discriminatory and retaliatory conduct, Anderson has suffered the adverse effects of gender discrimination and retaliation and the quality of her life, self-esteem and self-respect have been because she was subjected to the intimidating and humiliating types of conduct described herein, for which Anderson has been required to seek medical attention, all of which will continue into the future and remain a source of humiliation, anguish, and financial loss to Anderson.

31. Here, the acts of Edmiston were done with reckless indifference in the face of a perceived risk that its actions would violate Anderson's protected rights under the New York City Human Rights Law, that, in addition to all the damages inflicted upon Anderson and in addition to all the measures of relief to which Anderson may properly be entitled herein, Edmiston should also be required to pay punitive damages as punishment for its discriminatory conduct, in order to deter Edmiston and others similarly situated from engaging in such conduct in the future.

**AS AND FOR A FIRST CAUSE OF ACTION ON BEHALF  
OF ANDERSON AGAINST EDMISTON FOR GENDER  
DISCRIMINATION IN VIOLATION OF CHAPTER I,  
TITLE 8, § 8-107(1)(a) OF THE ADMINISTRATIVE CODE  
OF THE CITY OF NEW YORK**

32. Anderson repeats, re-alleges and incorporates in full paragraphs 1 through 31 of this Complaint, as though fully set forth at length herein.

33. The entirety of the acts which constitute and form this cause of action, as set forth above, all of which are deemed repeated and re-alleged herein, as though said paragraphs were specifically set forth herein, were perpetrated upon Anderson while she was in the course of her

employment with Edmiston.

34. Edmiston was obligated to maintain a workplace free of hostility and prevent its employees from violating any laws designed to prevent unlawful discrimination in employment and, therefore, is legally responsible and liable to Anderson for the acts of its supervisory employees toward her that resulted in a violation of the New York City Human Rights Law.

35. Edmiston treated Anderson less well because of her gender and took adverse employment action against her, which culminated in her termination, all of which was permitted and condoned by Edmiston.

36. Anderson was caused to suffer financial loss and emotional injuries because of Edmiston discriminatory conduct in violation of Anderson's human rights, and which impacted her emotional health, career, well-being and the quality of her life.

37. As a result of Edmiston.'s violation of the New York City Human Rights Law, Anderson has required medical treatment in order to cope with the emotional injuries inflicted upon her by Edmiston and continues to require and receive medical treatment for her emotional injuries.

38. The aforementioned acts of Edmiston constitute unlawful gender discrimination against Anderson in violation of Chapter I, Title 8 of the Administrative Code of the City of New York, §8-107(1)(a) (referred to as The New York City Human Rights Law), which provides *inter*



*alia*, that:

It shall be unlawful discriminatory practice: (a) For an employer or an employee or agent thereof, because of the . . . gender . . . of any person to discriminate against such a person in compensation or in terms, conditions or privileges of employment.

39. As a result of Edmiston's violation of the New York City Human Rights Law §8-107(1)(a), Edmiston is liable to Anderson pursuant to §8-502(a) of said statute for "damages, including punitive damages," and pursuant to §8-502(f) of said statute for "costs and reasonable attorney's fees," as provided for under the law.

40. As a proximate result of Edmiston's conduct, Anderson has been adversely affected in her employment, career, well-being, the quality of her life and in her normal life's pursuits, and Anderson believes Edmiston's conduct, complained of herein, has and will continue to have an irreparable effect upon her career and the quality of her life, all of which Anderson alleges to be in the amount of Three Million (\$3,000,000) Dollars.

41. Here, the acts of Edmiston were so reprehensible and were done with reckless indifference in the face of a perceived risk that its actions would violate Anderson's protected rights under the New York City Human Rights Law, that, in addition to all the damages inflicted upon Anderson and in addition to all the measures of relief to which Anderson may properly be entitled herein, Edmiston should additionally be required to pay punitive damages as punishment for its discriminatory conduct in the further amount of Five Million (\$5,000,000) Dollars, in order to deter

Edmiston and others similarly situated from engaging in such conduct in the future.

42. Anderson, therefore, seeks compensatory damages in the First Cause of Action, including, among other things, the emotional harm inflicted upon her in the sum of Three Million (\$3,000,000) Dollars, and an additional and further sum of Five Million (\$5,000,000) Dollars for punitive damages, making a total of Eight Million (\$8,000,000) Dollars in this First Cause of Action, plus the costs of this action as well as reasonable attorney's fees on this first cause of action based on the lodestar method as has been judicially established and accepted when attorney's fees are provided under the law, as well as pre-judgment interest to the full extent permitted under the law.

**AS FOR THE SECOND CAUSE OF ACTION ON BEHALF  
OF ANDERSON AGAINST EDMISTON FOR  
RETALIATION IN VIOLATION OF CHAPTER 1, TITLE  
8, §8-107(1)(a) OF THE ADMINISTRATIVE CODE OF  
THE CITY OF NEW YORK**

43. Anderson repeats, realleges and incorporates in full paragraphs 1 through 31 of this Complaint, as though fully set forth at length herein.

44. Each time that Anderson complained of the discriminatory conduct to which she was subjected, she was engaged in a protected activity under the New York City Human Rights Law, of which Edmiston was aware.

45. As a proximate result of Anderson engaging in protected activities under the New York City Human Rights Law, Anderson suffered adverse employment action, which included, among other things, being terminated from her position, which was causally connected to her

complaint of gender discrimination.

46. Edmiston's unlawful conduct has adversely affected her employment, her emotional well-being, the quality of her life and her life's normal pursuits and Anderson believes that the injuries inflicted upon her, which were a direct result of the occurrences complained of herein, have and will continue to cause Anderson significant damage.

47. The aforementioned acts of Edmiston constitute unlawful retaliation against Chism in violation of Chapter I, Title 8 of the Administrative Code of the City of New York, §8-107(7) of the New York City Human Rights Law, which provides, inter alia, that:

It shall be unlawful discriminatory practice for any person engaged in any activity to which this chapter applies to retaliate or discriminate in any manner against any person because such person has (i) opposed any practice forbidden under this chapter . . .

48. As a direct and proximate result of Edmiston's violation of the New York City Human Rights Law, Edmiston is liable to Anderson pursuant to §8-502 of said statute for "damages, including punitive damages," and pursuant to §8-502(f) of said statute "for costs and reasonable attorney's fees," as provided for under the law.

49. As a direct and proximate result of Edmiston's conduct complained of herein, and as alleges in this cause of action, as well as the conduct set forth in this Complaint, Anderson has suffered damages, injuries and losses, which includes damage to her career and the emotional pain and suffering she has been caused to suffer and continues to suffer, all of which Anderson alleges



to be in the amount of Three Million Dollars (\$3,000,000) in compensatory damages.


50. Here, the egregious and outrageous conduct of Edmiston was committed so clearly with reckless indifference in the face of a perceived risk that its actions would violate Anderson's protected rights under the New York City Human Rights Law and in addition to the damages inflicted upon Anderson and in addition to the measures of relief to which Anderson may properly be entitled herein, Edmiston should also be required to pay punitive damages as punishment for its reprehensible conduct in the further amount of Five Million Dollars (\$5,000,000) in order to deter Edmiston and others similarly situated from such conduct in the future.

51. Anderson, therefore, seeks compensatory damages in this second cause of action, including, among other things, for compensatory damages in the sum of Three Million Dollars (\$3,000,000), and the additional and further sum of Five Million Dollars (\$5,000,000) for punitive damages, making a total of Eight Million Dollars (\$8,000,000), plus the costs of this action as well as reasonable attorney's fees, as provided for under law.

**WHEREFORE**, Plaintiff Elizabeth Hasbrouck Anderson demands judgment against Defendant Edmiston & Company, Inc. on the First Cause of Action in the sum of Three Million (\$3,000,000) Dollars in compensatory damages and the further and additional sum of Five Million (\$5,000,000) Dollars in punitive damages, for a total of Eight Million (\$8,000,000) Dollars, and on the Second Cause of Action in the sum of Three Million (\$3,000,000) Dollars in compensatory damages and the further and additional sum of Five Million (\$5,000,000) Dollars in punitive

damages, for a total of Eight Million (\$8,000,000) Dollars plus the costs of this action, prejudgment interest and attorney's fees as permitted under the law, and for such other relief as this Court deems just and proper.

**SCHWARTZ & PERRY, LLP**  
*Attorneys for Plaintiff*

By:   
\_\_\_\_\_  
DAVIDA S. PERRY  
BRIAN HELLER  
295 Madison Avenue  
New York, New York 10017  
(212) 889-6565

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

-----X  
ELIZABETH HASBROUCK ANDERSON,

*Plaintiff,*

-against-

EDMISTON & COMPANY, INC.

*Defendant.*

-----X

**Index No.:**

**VERIFICATION**

STATE OF NEW YORK    )  
                                  )SS:  
COUNTY OF NEW YORK )

ELIZABETH HASBROUCK ANDERSON, being duly sworn, says:

I am the Plaintiff in the within action; I have read the foregoing Complaint and know the contents thereof; the same is true to my knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters, I believe them to be true.



\_\_\_\_\_  
ELIZABETH HASBROUCK ANDERSON

Sworn to me this 14<sup>th</sup>  
day of January 2013

  
\_\_\_\_\_  
NOTARY PUBLIC

**DAVIDA S. PERRY**  
Notary Public, State of New York  
Registration #02PE4987676  
Qualified in Westchester County  
Commission Expires October 21, 13