

with Disabilities Act, 42 U.S.C. § 12101 *et seq.* (“ADA”) (ii) the New York State Human Rights Law and (iii) the New York City Human Rights Law; (d) interference, discrimination, and retaliation under the Family and Medical Leave Act, 29 U.S.C. § 2601 *et seq.* (“FMLA”); and (e) retaliation in violation of Section 215 of the New York Labor Law (“NYLL”).

THE PARTIES

2. Plaintiff, Raymond Donahue, is an individual that resides in Whitehouse Station, New Jersey.

3. Defendant Asia TV USA Ltd. (“Asia TV”) is a Delaware corporation with its principal place of business located at One Penn Plaza, 250 West 34th Street, Suite 3501, New York, New York, 10119.

4. Upon information and belief, Defendant Zee Entertainment Enterprises, Ltd. (“ZEEL”) is an Indian media and entertainment company based in Mumbai, India with its principal place of business located at Continental Building, 135 Dr. Annie Besant Road, Worli, Mumbai 400 018. Defendant Asia TV is a privately held subsidiary of Zee Entertainment Enterprises, Ltd.

5. Defendant Subhash Chandra (“Chairman Chandra” or “Chandra”) is Chairman of ZEEL and is directly involved in running the day-to-day operations of Asia TV. Upon information and belief, he resides in India.

6. Defendant Suresh Bala Iyer (“Bala”) was the Chief Executive Officer of Asia TV during Donahue’s employment. Upon information and belief, he resides in India.

JURISDICTION AND VENUE

7. Jurisdiction is founded upon 28 U.S.C. § 1331 and supplemental jurisdiction under 28 U.S. C. § 1367.

8. Venue is proper in this district under 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to Donahue's claims occurred in the Southern District of New York.

9. Donahue received a Notice of Right to Sue from the Equal Employment Opportunity Commission, and is filing this Complaint within ninety days of receiving the Notice of Right to Sue.

SUMMARY

10. Raymond Donahue is of American national origin and is 58 years old. He is disabled as a result of severe clinical depression and insomnia.

11. Donahue was employed by ZEEL and Asia TV as Head of Program Sales for Veria Living,¹ a health and wellness network owned by Asia TV, at the time of his termination.²

12. From the beginning of his employment on September 10, 2010 until the termination of his employment on January 9, 2015, Donahue worked at Asia TV's U.S. headquarters at One Penn Plaza, 250 West 34th Street, Suite 3501, New York, New York, 10119.

13. Donahue was discriminated against by Asia TV and Chandra and Bala, who are both of Indian national origin.

¹ In approximately September 2014, Veria Living rebranded itself as Z Living.

² Zee Entertainment Enterprises, Ltd. operates as Asia TV USA Ltd. in the United States, and Veria Living is the name used for their United States television network. Chandra is the Chairman of the Board of Directors at ZEEL. In that capacity, Chandra asserted significant control over employees and working conditions at Asia TV, as alleged in paragraphs 20 – 31; 41; and 45 – 47 below. Upon information and belief, Asia TV, ZEEL, and Chandra operate as joint and single employers.

14. As detailed below, Asia TV, ZEEL, Chandra, and Bala created a hostile work environment for Donahue and discriminated against him, including but not limited to in terminating his employment, on the basis of his national origin.

15. In addition, Asia TV, ZEEL, and Chandra created a hostile work environment for Donahue and discriminated against him, including but not limited to in terminating his employment, on the basis of his age.

16. In addition, Asia TV, ZEEL, and Chandra discriminated against Donahue, including but not limited to in terminating his employment, on the basis of his disability.

17. Asia TV, ZEEL, and Chandra also retaliated against Donahue for engaging in protected activity.

18. On February 26, 2015, the EEOC issued its determination letter, finding that there was “reasonable cause to believe [Asia TV] ha[d] discriminated against [Donahue] on account of his national origin and age and against a class of similarly situated mid or senior-level American employees because of their national origin.”

FACTS

Chairman Chandra’s Involvement With Asia TV

19. Many of the high level employees at Asia TV were and are of Indian national origin.

20. The Chairman of ZEEL, Subhash Chandra, is actively involved in running the day-to-day activities at Asia TV.

21. Chandra owns an apartment in New York to facilitate his involvement with Asia TV.

22. Throughout Donahue's employment, Chandra visited Asia TV's offices in New York at least twice per month.

23. During these visits, Chandra regularly met with all high-level employees at Asia TV on a one-on-one basis. Donahue and Chandra met in this fashion on many occasions.

24. Chandra communicated using a Veria email address.

25. Chandra was also involved in employee performance reviews, called Key Result Areas ("KRAs"), at Asia TV. Chandra met with Donahue to review Donahue's KRA. Chandra also provided written comments on Donahue's fiscal year 2014-2015 performance review.

26. Chandra's involvement extends beyond meetings with high-level employees and participation in performance reviews to micro-managing the company's employees. Chandra's assistant, So Kim, informed Donahue that Chandra wanted to check the electronic door swipes of Asia TV's employees to see what times they arrive and depart.

27. Chandra also established company policies at Asia TV. For example, on information and belief, Chandra insisted that each day, all employees gather in the morning and tell everyone present what they had done the previous day to "help someone."

28. On information and belief, Chandra insisted on personally approving any expense at Asia TV exceeding \$1,000 and actively enforced this policy.

29. Chandra was also intimately involved in the approval of departmental budgets at Asia TV. Chandra made significant downward changes to departmental budgets when he believed that the budgets were too high.

30. Employees were asked in approximately January 2013 to complete executive feedback surveys that were prepared by Chandra and distributed by So Kim. Chandra met with each employee to review his or her responses to the survey.

31. On information and belief, Chandra also met with several high-ranking Asia TV employees in ZEEL's offices in India in approximately May 2013 to discuss business strategy.

Donahue Was Subjected To A Hostile Work Environment At Asia TV That Was Riddled With Discrimination And Retaliation

32. Donahue's primary duties as Head of Program Sales for Veria Living were to (a) lead and develop sales and marketing strategies; (b) forecast and project revenue streams; and (c) coordinate and direct a global staff of international sales representatives and commissioned agents in reaching sales goals.

33. In Donahue's first year with Asia TV, he brought in over \$1 million in sales of Veria's programming – the highest amount in Asia TV's history from program sales.

34. Throughout Donahue's employment, he experienced and witnessed instances of national origin, age, disability, and gender discrimination emanating from the highest level employees in the company.

35. Donahue was repeatedly told by Chandra and Bala that Americans were lazy, took too much time off, came in work late, left work early, and were litigious.

36. Moreover, there was a pattern of firing non-Indian employees, including but not limited to the following senior and mid-level executives: Hal Rosenberg (General Manager), Charles Towers (Chief Legal Officer), Paul Cestari (General Manager), Michael Snyder (Chief Marketing Officer), David Cooper (Ad Sales), Andrew Struse (Head of Creative), Elizabeth Browde (Head of Programming), Diane Drew (Marketing), and the entire web/digital team. The

only employee retained from the web/digital team was Nadia Kadri, who is of Indian national origin.

37. Donahue also witnessed sexual harassment and sex discrimination against Elizabeth Browde (“Browde”), who was the Senior Vice President and Head of Programming of Veria Living.

38. During an Asia TV cocktail party in honor of Chairman Chandra’s son, held on November 26, 2012, then CEO Bala made the official toast of the evening. During the toast, Bala stated that “Elizabeth uses her tits to push projects forward,” while gesturing his hands in front of his chest and pointing at her.

39. In a similar incident, on November 29, 2012, during a formal presentation addressing Veria Living’s entire staff at a corporate retreat in Puerto Rico, Bala again stated in the presence of Donahue and others that Browde used her “boobs” to “push projects along” and “to get what she wanted” while gesturing his hands in front of his chest and pointing at her.

40. Donahue complained about these inappropriate comments to Paul Cestari (“Cestari”), who was the acting General Manager of Veria Living at the time who reported to Chandra.

41. On May 2, 2014, Chairman Chandra sent an email to Donahue and others at Asia TV suggesting that they “come forward” to loan \$50,000 to a colleague. Chairman Chandra suggested that they each contribute \$5,000, to be deducted in monthly installments of \$1,000 from their paychecks.

42. Donahue immediately complained to General Counsel Deborah Branch (“Branch”) that this was a violation of his legal rights.

43. The next day, Donahue wrote an email to Chandra describing why he could not financially or ethically participate in such a scheme.

44. Shortly thereafter, Chandra began bullying and retaliating against Donahue.

45. For example, on or about June 25, 2014, while Donahue was in Prague, Czech Republic on a sales trip, Chairman Chandra told Donahue by phone that the company “needed someone younger” and that Donahue should start looking for a replacement because he was “tired.”

46. Chandra suggested that Donahue consider an employee named Vivek Prabhu (“Prabhu”), whose national origin is Indian and who is in his late 20s or early 30s.

47. In that same conversation, Chairman Chandra told Donahue that he would be reporting to someone named Sunita Uchil, who knew nothing about the mainstream selling markets but only knew the Bollywood (Indian movie industry) content. He told Donahue to work for her or quit.

48. On July 17, 2014, Donahue was told that he was on 30 days’ notice. This occurred during one of Chandra’s visits to Asia TV’s offices.

Donahue’s Medical Leave

49. As a result of Chairman Chandra, Bala and Asia TV’s discriminatory and retaliatory treatment of Donahue and the creation of a hostile work environment, he suffered stress and anxiety and suffered physically from chest pains and high blood pressure, causing him to require medical leave, which he began on July 21, 2014.

50. After Donahue went on medical leave, Asia TV removed his name from marketing materials and replaced it with Prabhu’s.

51. On July 22 and 23, 2014, after Browde's employment had been terminated and she had filed a Charge of Discrimination with the EEOC, Donahue communicated with her over LinkedIn. He wanted to obtain the name of her attorney as he believed his rights had also been violated. Donahue's LinkedIn account was connected to his company e-mail address.

52. On July 24, 2014, Donahue received a letter from Asia TV, signed by Branch. The letter indicated that Asia TV was aware that Donahue was communicating with Browde and threatened to hold Donahue fully liable if he breached his fiduciary duty not to disclose confidential information of the company.

Donahue's Charge Of Discrimination With The EEOC And Subsequent Termination

53. On August 14, 2014, while he remained on medical leave, Donahue filed a Charge of Discrimination with the EEOC alleging discrimination and hostile work environment based on his American national origin and age. Donahue also alleged retaliation resulting from his communication with Browde.

54. On December 22, 2014, Donahue received a letter from EEOC Investigator Emily Haimowitz ("Haimowitz"). The letter was addressed to all current and former employees of Asia TV and its affiliates. The letter indicated that the EEOC was in the process of investigating whether Asia TV discriminated against employees because of their race, national origin, or sex.

55. On January 9, 2015, while he was still on medical leave, Asia TV terminated Donahue and others "due to continued losses warranting a restructuring."

56. This reason was pretextual, however. Asia TV continued to employ Prabhu, who took over Donahue's responsibilities when he went on medical leave.

The EEOC Finds Reasonable Cause To Believe That Asia TV Discriminated Against Donahue and Others

57. On February 26, 2015, the EEOC issued its determination letter, finding that there was “reasonable cause to believe [Asia TV] ha[d] discriminated against [Donahue] on account of his national origin and age and against a class of similarly situated mid or senior-level American employees because of their national origin.”

58. The determination letter noted that the EEOC’s investigation “reveal[ed] that Chairman Chandra, among others, made derogatory comments to American employees and treated high level non-Indian employees worse than Indian employees.”

59. The determination letter also noted that “the [EEOC’s] investigation contradicts [Asia TV’s] position that [Donahue’s] performance was poor.”

60. The totality of the foregoing evidence shows that Defendants discriminated against Donahue on the basis of his national origin, age, and disability, and retaliated against him for opposing unlawful practices.

61. As a result of Defendants’ actions, Donahue has lost his employment and compensation, been unable to find subsequent employment to support his four children, and suffered extreme stress, anguish, and humiliation.

62. Donahue also experiences suicidal thoughts and is under the care of a psychiatrist as a result of Defendants’ actions.

Asia TV Exhibited A Pattern And/Or Practice of Discrimination Against Its Employees

63. Since Donahue filed his Charge of Discrimination with the EEOC, a number of Asia TV employees have come forward to corroborate instances of discrimination within the company, both to the EEOC and otherwise.

64. Affidavit testimony provides that Indian management said that Americans were “fat, lazy, dying, watched too much TV, and had too many divorces.” According to affidavit testimony, Chairman Chandra expressed that Americans were “overweight and unhealthy.”

65. Former employees have signed affidavits that describe how “Americans were treated differently from Indians at Asia TV,” and how “Americans were viewed by their Indian counterparts as spending too much money to do the job and only out to make money.”

66. According to the affidavit of one former employee, Bala said “Americans think that a budget is a license to spend money” and that “Americans do not know how to negotiate.”

67. One former employee not born in America included in an affidavit that Chairman Chandra told her she was “too Americanized” and that she “think[s] too much like an American.”

68. Another former employee described an incident where a consultant was brought in to review Veria Living’s programming. The consultant advised that Veria Living was “too American” and not Indian enough. The employee recalled that after this assessment was given, more Indian employees were hired and more American employees were laid off.

69. Another former employee of American national origin was told by an employee of Indian national origin that “[Chairman Chandra and Bala] are never going to trust you because you are not Indian.”

70. Another former employee included in an affidavit that “the atmosphere at Veria Living reflected a negative view of American culture” and that “[t]he Chairman regularly made comments demonstrating his unfavorable views of American culture, particularly relative to Indian culture.”

71. That same employee “heard negative comments, including from the Chairman, about Americans’ work ethic, including that Americans were lazy.” The employee also heard the Chairman say that “the family ethos [does] not exist in America” and that “Americans [do] not appropriately discipline their children.”

72. That same employee also included in an affidavit that “[t]he Chairman also compared American marriages unfavorably to Indian marriages and lower divorce rates.” The employee also “noticed that the company was quicker to fire American employees than their Indian counterparts.”

73. One employee who has filed his own discrimination lawsuit described a meeting with Bala and others where the employee questioned whether it would improve employee morale to hold a Friday night mixer when many people may have already made plans with their family. The employee described how Bala screamed at him, yelling, “What is wrong with you people?! You Americans spend too much time with your wives and not enough time with your co-workers” while throwing an object across the room.

74. In another affidavit obtained by a former employee of Asia TV, the employee noted that “[t]he Chairman was distrustful of American employees, and was particularly harsh with American senior executives . . . who were constantly undermined by the Chairman and other Asian executives.”

75. The employee testified in an affidavit that “[t]he Chairman viewed Americans as divorced, angry, and unhappy, which formed the basis of his belief that Americans needed a ‘companion’ network to fill a void of loneliness.”

76. The employee noted that “[t]he Chairman was critical of American divorce rates as compared to those in India” and that he had heard the Chairman say derisively, “In India, they marry for life.” The employee testified that “[t]here was a definite atmosphere of favoritism toward Indian employees at Veria Living” and that there was “an ‘us vs. them’ mentality among the Indian and American employees.” That employee also “heard from a few different executives that the Indian employees thought that Americans were too liberal with spending and behaved as though a budget was a license to spend money.”

77. Yet another employee who provided an affidavit testified that “[t]he Chairman built the Veria Living network because he believed that Americans were fat, lazy, and needed help.” This employee believed that “[the Chairman] harbored a derogatory sentiment toward Americans and did not have a benevolent desire to actually help Americans.”

78. This employee “heard from others that the Chairman commented that Americans were lazy . . . and liked to spend money.” She noticed that “Indian employees were favored over American employees” and that “Indian employees tended to stay in their positions longer than American employees, regardless of their skillset or performance By contrast, American employees were let go quickly if the Chairman or others felt that they were not performing satisfactorily.”

79. Another former employee of Asia TV (who worked in New York but did not work for Veria Living) who has asserted claims against Asia TV and whose litigation is ongoing described being referred to as the “token white guy” or “token Caucasian.” He recalled a conversation early on in his employment when his Indian manager asked derisively, “Why do all you Caucasians think alike?” after the employee responded to a question about client expectations.

80. This employee described being treated differently than his Indian colleagues. For example, he was excluded from team meetings, group emails, and other key business communications. When he complained to HR, he was told that the hostility toward him was a result of his being non-Indian and that, “that’s just the way it is here.”

81. This employee also heard from a friend (who was American and who had applied for a management position at Asia TV) that an HR employee discouraged the man from applying, asking him, “Don’t you understand the environment around here . . . you’ll never be able to fire anyone of Indian descent.”

82. This same employee also heard that after the EEOC contacted a senior executive at Veria Living (who is American) during its investigation, Asia TV asked the senior executive to lie about the discrimination at Asia TV. When the senior executive refused, Asia TV terminated his employment.

FIRST CLAIM

(National Origin Discrimination Under Title VII Against Defendants Asia TV and ZEEL)

83. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

84. At all relevant times, Donahue was an “employee” under Title VII, 42 U.S.C. § 2000e(f).

85. Asia TV and ZEEL are “employer[s]” under Title VII, 42 U.S.C. § 2000e(b).

86. By their actions detailed above, including but not limited to the termination of his employment, Defendants Asia TV and ZEEL have unlawfully discriminated against Donahue on the basis of his national origin in violation of Title VII.

87. As a result of these Defendants' discriminatory conduct, Plaintiff has suffered substantial damages, including emotional pain and mental anguish, in an amount to be determined at trial.

88. These Defendants' discriminatory conduct was taken with malice and/or reckless indifference to Plaintiff's rights, entitling him to punitive damages under Title VII.

SECOND CLAIM
**(National Origin Discrimination Under the New York State Human Rights Law
Against Defendants)**

89. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

90. At all relevant times, Donahue was an "employee" for purposes for § 292 of the New York State Human Rights Law.

91. Asia TV, ZEEL, and Messrs. Chandra and Bala are "employer[s]" for purposes of § 292(5) of the New York State Human Rights Law.

92. By their actions detailed above, including but not limited to the termination of Donahue's employment, Defendants have unlawfully discriminated against Donahue on the basis of his national origin in violation of § 296(1) New York State Human Rights Law.

93. In addition, ZEEL and Messrs. Chandra and Bala are "person[s]" for purposes of § 292(1) of the New York State Human Rights Law, and by their actions detailed above, unlawfully aided, abetted, incited, compelled or coerced unlawful discrimination, or attempted to do so, in violation of § 296(6) New York State Human Rights Law.

94. As a result of the discrimination described above, Donahue suffered substantial loss of earnings and benefits, and will continue to do so in the future. Accordingly, Defendants are

liable to Donahue for both back pay and front pay or reinstatement in an amount as yet undetermined, damages for mental anguish, plus interest and costs.

THIRD CLAIM
**(National Origin Discrimination Under New York City Human Rights Law
Against Defendants)**

95. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

96. Donahue is a “person” under § 8-107(1)(a) and § 8-102(1) of the New York City Human Rights Law.

97. Asia TV and ZEEL are “employer[s]” for purposes of the New York City Human Rights Law under New York City Administrative Code § 8-102(5).

98. Messrs. Chandra and Bala are “employee[s] or agent[s] thereof” under New York City Administrative Code § 8-107(1).

99. Donahue was treated less well than other employees because of his national origin.

100. By their actions detailed above, including but not limited to the termination of Donahue’s employment, Defendants have unlawfully discriminated against Donahue on the basis of his national origin in violation of the New York City Human Rights Law, § 8-107(1)(a).

101. In addition, ZEEL and Messrs. Chandra and Bala are “person[s]” under § 8-102(1) of the New York City Human Rights Law, and by their actions detailed above, unlawfully aided, abetted, incited, compelled or coerced unlawful discrimination, or attempted to do so, in violation of § 8-107(6) the New York City Human Rights Law.

102. As a result of Defendants' discrimination, Donahue has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

103. Upon information and belief, Defendants' discriminatory conduct was taken with reckless indifference to Donahue's rights, entitling him to punitive damages under the New York City Human Rights Law.

FOURTH CLAIM
(Age Discrimination Under ADEA Against Defendants Asia TV and ZEEL)

104. Donahue repeats and realleges the allegations contained in the preceding paragraphs as if separately set forth herein.

105. At all relevant times, Donahue was an "employee" under the ADEA, 29 U.S.C. § 630(f).

106. Asia TV and ZEEL are "employer[s]" under the ADEA, 29 U.S.C. § 630(b).

107. By their actions detailed above, including but not limited to the termination of Donahue's employment, Defendants Asia TV and ZEEL have unlawfully discriminated against Donahue on the basis of his age in violation of the ADEA.

108. As a result of these Defendants' discriminatory conduct, Donahue has suffered substantial damages, including emotional pain and mental anguish, in an amount to be determined at trial.

109. These Defendants' conduct was willful, entitling Donahue to liquidated damages pursuant to 29 U.S.C. § 626(b).

FIFTH CLAIM
**(Age Discrimination Under the New York State Human Rights Law
Against Defendants Asia TV, ZEEL, and Chandra)**

110. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

111. At all relevant times, Donahue was an “employee” for purposes for § 292 of the New York State Human Rights Law.

112. Asia TV, ZEEL, and Mr. Chandra are “employer[s]” for purposes of § 292(5) of the New York State Human Rights Law.

113. By their actions detailed above, including but not limited to the termination of Donahue’s employment, these Defendants unlawfully discriminated against Donahue on the basis of his age in violation of § 296(1) New York State Human Rights Law.

114. In addition, ZEEL and Mr. Chandra are “person[s]” for purposes of § 292(1) of the New York State Human Rights Law, and by their actions detailed above, unlawfully aided, abetted, incited, compelled or coerced unlawful discrimination, or attempted to do so, in violation of § 296(6) New York State Human Rights Law.

115. As a result of the discrimination described above, Donahue suffered a substantial loss of earnings and benefits, and will continue to do so in the future. Accordingly, Defendants are liable to Donahue for both back pay and front pay or reinstatement in an amount as yet undetermined, damages for mental anguish, plus interest and costs.

SIXTH CLAIM
**(Age Discrimination Under New York City Human Rights Law
Against Defendants Asia TV, ZEEL, and Chandra)**

116. Donahue repeats and realleges the allegations contained above as if separately set forth herein

117. Donahue is a “person” under § 8-102(1) of the New York City Human Rights Law.

118. Asia TV and ZEEL are “employer[s]” for purposes of the New York City Human Rights Law under New York City Administrative Code § 8-102(5).

119. Mr. Chandra is an “employee[s] or agent[s] thereof” under New York City Administrative Code § 8-107(1)(a) in violation of the New York City Human Rights Law, § 8-107(1)(a).

120. Donahue was treated less well than other employees because of his age.

121. By their actions detailed above, including but not limited to the termination of Donahue’s employment, these Defendants have unlawfully discriminated against Donahue on the basis of his age in violation of the New York City Human Rights Law, § 8-107(1)(a).

122. In addition, ZEEL and Mr. Chandra are “person[s]” under § 8-102(1) of the New York City Human Rights Law, and by their actions detailed above, unlawfully aided, abetted, incited, compelled or coerced unlawful discrimination, or attempted to do so, in violation of § 8-107(6) the New York City Human Rights Law.

123. As a result of these Defendants’ discrimination, Donahue has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

124. Upon information and belief, these Defendants’ discriminatory conduct was taken

with reckless indifference to Donahue's rights, entitling him to punitive damages under the New York City Human Rights Law.

SEVENTH CLAIM
**(Hostile Work Environment Based on National Origin Under Title VII
Against Defendants Asia TV and ZEEL)**

125. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

126. At all relevant times, Donahue was an "employee" for purposes of Title VII, 42 U.S.C. § 2000e(f).

127. Asia TV and ZEEL are "employer[s]" under Title VII, 42 U.S.C. § 2000e(b).

128. The hostile work environment based on national origin was so severe and/or pervasive that it altered the terms and conditions of Donahue's employment.

129. By their actions detailed above, Defendants Asia TV and ZEEL have unlawfully created a hostile work environment for Donahue on the basis of his national origin in violation of Title VII.

130. As a result of these Defendants' creation of a hostile work environment, Donahue has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

EIGHTH CLAIM
**(Hostile Work Environment Based on National Origin and Age
Under New York State Human Rights Law Against Defendants)**

131. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

132. At all relevant times, Donahue was an “employee” for purposes for § 292 of the New York State Human Rights Law.

133. Asia TV, ZEEL, and Messrs. Chandra and Bala are “employer[s]” for purposes of § 292(5) of the New York State Human Rights Law.

134. The hostile work environment based on national origin and age discrimination was so severe and/or pervasive that it altered the terms and conditions of Donahue’s employment.

135. By the actions detailed above, Defendants have unlawfully created a hostile work environment for Donahue on the basis of his national origin and age in violation of New York State Human Rights Law.

136. In addition, ZEEL and Messrs. Chandra and Bala are “person[s]” for purposes of § 292(1) of the New York State Human Rights Law, and by their actions detailed above, unlawfully aided, abetted, incited, compelled or coerced unlawful discrimination, or attempted to do so, in violation of § 296(6) New York State Human Rights Law.

137. As a result of Defendants’ creation of a hostile work environment, Donahue has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

NINTH CLAIM
**(Hostile Work Environment Based on National Origin and Age
Under New York City Human Rights Law Against Defendants)**

138. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

139. Donahue is a “person” under § 8-107(1)(a) and § 8-102(1) of the New York City Human Rights Law.

140. Asia TV and ZEEL are “employer[s]” for purposes of the New York City Human Rights Law under New York City Administrative Code § 8-102(5).

141. Messrs. Chandra and Bala are “employee[s] or agent[s] thereof” under New York City Administrative Code § 8-107(1).

142. Donahue was treated less well than other employees because of his national origin and age.

143. By the actions detailed above, Defendants have unlawfully created a hostile work environment for Donahue on the basis of his national origin and age in violation of the New York City Human Rights Law, § 8-107(1)(a).

144. In addition, ZEEL and Messrs. Chandra and Bala are “person[s]” under § 8-102(1) of the New York City Human Rights Law, and by their actions detailed above, unlawfully aided, abetted, incited, compelled or coerced unlawful discrimination, or attempted to do so, in violation of § 8-107(6) the New York City Human Rights Law.

145. As a result of Defendants’ creation of a hostile work environment, Donahue has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

146. Upon information and belief, Defendants’ discriminatory conduct was taken with reckless indifference to Donahue’s rights, entitling him to punitive damages under the New York City Human Rights Law.

TENTH CLAIM
(Hostile Work Environment Under the ADEA Against Defendants Asia TV and ZEEL)

147. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

148. At all relevant times, Donahue was an “employee” under the ADEA, 29 U.S.C. § 630(f).

149. Asia TV, ZEEL, and Chandra are “employer[s]” under the ADEA, 29 U.S.C. § 630(b).

150. The hostile work environment based on age was so severe and/or pervasive that it altered the terms and conditions of Donahue’s employment.

151. By their actions detailed above, Defendants Asia TV and ZEEL have unlawfully created a hostile work environment for Donahue on the basis of his age in violation of the ADEA.

152. As a result of these Defendants’ creation of a hostile work environment, Donahue has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

153. These Defendants’ conduct was willful, entitling Donahue to liquidated damages pursuant to 29 U.S.C. § 626(b).

ELEVENTH CLAIM
(Retaliation In Violation Of Title VII Against Defendants Asia TV and ZEEL)

154. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

155. At all relevant times, Donahue was an “employee” under Title VII, 42 U.S.C. § 2000e(f).

156. Asia TV and ZEEL are “employer[s]” under Title VII, 42 U.S.C. § 2000e(b).

157. Donahue opposed Defendants’ unlawful, discriminatory employment practices and engaged in protected activity under the ADEA by (a) communicating with Browde about her claims against Defendants and asking her for the name of her attorney in order to pursue his own claims and

(b) by asserting that he was being discriminated against in the EEOC Charge he filed against Defendants.

158. Defendants Asia TV and ZEEL retaliated against Donahue for having engaged in the protected activity by terminating his employment in violation of Title VII.

159. As a result of these Defendants' retaliatory conduct, Donahue has suffered substantial damages, including emotional pain and mental anguish, in an amount to be determined at trial.

160. These Defendants' discriminatory conduct was taken with reckless indifference to Donahue's rights, entitling him to punitive damages under Title VII.

TWELVTH CLAIM

(Retaliation Under the ADEA Against Defendants Asia TV and ZEEL)

161. Donahue repeats and realleges the allegations contained in the preceding paragraphs as if separately set forth herein.

162. Donahue opposed Defendants' unlawful, discriminatory employment practices and engaged in protected activity under the ADEA by (a) communicating with Browde about her claims against Defendants and asking her for the name of her attorney in order to pursue his own claims and (b) by asserting that he was being discriminated against in the EEOC Charge he filed against Defendants.

163. Defendants Asia TV and ZEEL retaliated against Donahue for having engaged in the protected activity by terminating his employment in violation of the ADEA, 29 U.S.C. § 623.

164. As a result of Defendants' retaliatory conduct, Donahue has suffered substantial damages, including emotional pain and mental anguish, in an amount to be determined at trial.

165. These Defendants' conduct was willful, entitling Donahue to liquidated damages pursuant to 29 U.S.C. § 626(b).

THIRTEENTH CLAIM
**(Retaliation Under New York State Human Rights Law
Against Defendants Asia TV, ZEEL and Chandra)**

166. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

167. At all relevant times, Donahue was an “employee” for purposes for § 292 of the New York State Human Rights Law.

168. Asia TV, ZEEL, and Mr. Chandra are “employer[s]” for purposes of § 292(5) of the New York State Human Rights Law.

169. Donahue opposed these Defendants’ unlawful, discriminatory employment practices and engaged in protected activity under the New York State Human Rights Law by (a) communicating with Browde about her claims against Defendants and asking her for the name of her attorney in order to pursue his own claims and (b) by asserting that he was being discriminated against in the EEOC Charge he filed against Defendants.

170. These Defendants retaliated against Donahue for having engaged in the protected activity described in the preceding paragraph by terminating his employment on January 9, 2015.

171. These Defendants’ actions constitute retaliation against Donahue in violation of § 296(1) of the New York Human Rights Law.

172. In addition, ZEEL and Mr. Chandra are “person[s]” for purposes of § 292(1) of the New York State Human Rights Law, and by their actions detailed above, unlawfully aided, abetted, incited, compelled or coerced retaliation, or attempted to do so, in violation of § 296(6) New York State Human Rights Law.

173. As a result of these Defendants' retaliation, Donahue has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

FOURTEENTH CLAIM
**(Retaliation Under New York City Human Rights Law
Against Defendants Asia TV, ZEEL, and Chandra)**

174. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

175. Donahue is a "person" under § 8-107(1)(a) and § 8-102(1) of the New York City Human Rights Law.

176. Asia TV and ZEEL are "employer[s]" for purposes of the New York City Human Rights Law under New York City Administrative Code § 8-102(5).

177. Mr. Chandra is an "employee or agent thereof" under New York City Administrative Code § 8-107(1).

178. Donahue opposed Defendants' unlawful, discriminatory employment practices and engaged in protected activity under the New York City Human Rights Law by (a) communicating with Browde about her claims against Defendants and asking her for the name of her attorney in order to pursue his own claims and (b) by asserting that he was being discriminated against in the EEOC Charge he filed against Defendants.

179. Defendants retaliated against Donahue for having engaged in the protected activity described in the preceding paragraph by terminating his employment on January 9, 2015.

180. Defendants' actions constitute retaliation against Donahue in violation of § 8-107(7) of the New York City Human Rights Law.

181. In addition, ZEEL and Mr. Chandra are “person[s]” under § 8-102(1) of the New York City Human Rights Law, and by their actions detailed above, unlawfully aided, abetted, incited, compelled or coerced unlawful retaliation, or attempted to do so, in violation of § 8-107(6) the New York City Human Rights Law.

182. In addition, ZEEL and Mr. Chandra are “person[s]” under § 8-107(19) of the New York City Human Rights Law, and by their actions detailed above, unlawfully interfered with Donahue’s protected rights in violation of § 8-107(19) the New York City Human Rights Law.

183. As a result of Defendants’ retaliation, Donahue has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

FIFTEENTH CLAIM
(Disability Discrimination Under The ADA Against Asia TV and ZEEL)

184. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

185. At all relevant times, Donahue was an “employee” under the ADA, 42 U.S.C. § 12111(4).

186. Asia TV and ZEEL are “employer[s]” under the ADA, 42 U.S.C. § 12111(5).

187. Donahue is disabled under the ADA, 42 U.S.C. § 12102.

188. Donahue us a “qualified individual” under the ADA, 42 U.S.C. § 12102.

189. Defendants were aware of Donahue’s disabilities.

190. Defendants regarded Donahue as being disabled.

191. Defendants terminated Donahue’s employment in part on the basis of his disability in violation of the ADA, 42 U.S.C. § 12102(a).

192. As a result of Defendants' discriminatory conduct, Donahue has suffered substantial damages, included emotional pain and mental anguish, in an amount to be determined at trial.

193. Defendants' discriminatory conduct was taken with reckless indifference to Donahue's rights, entitling him to punitive damages under the ADA.

SIXTEENTH CLAIM
**(Disability Discrimination Under The New York State Human Rights Law
Against Defendants Asia TV, ZEEL, and Chandra)**

194. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

195. At all relevant times, Donahue was an "employee" for purposes for § 292 of the New York State Human Rights Law.

196. Asia TV, ZEEL, and Mr. Chandra are "employer[s]" for purposes of § 292(5) of the New York State Human Rights Law.

197. By their actions detailed above, including but not limited to the termination of Donahue's employment, these Defendants have unlawfully discriminated against Donahue on the basis of his disability in violation of § 296(1) New York State Human Rights Law.

198. In addition, ZEEL and Mr. Chandra are "person[s]" for purposes of § 292(1) of the New York State Human Rights Law, and by their actions detailed above, unlawfully aided, abetted, incited, compelled or coerced unlawful discrimination, or attempted to do so, in violation of § 296(6) New York State Human Rights Law.

199. As a result of the discrimination described above, Donahue suffered substantial loss of earnings and benefits, and will continue to do so in the future. Accordingly, these Defendants

are liable to Donahue for both back pay and front pay or reinstatement in an amount as yet undetermined, damages for mental anguish, plus interest and costs.

SEVENTEENTH CLAIM
**(Disability Discrimination Under the New York City Human Rights Law
Against Defendants Asia TV, ZEEL, and Chandra)**

200. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

201. Donahue is a “person” under § 8-107(1)(a) and § 8-102(1) of the New York City Human Rights Law.

202. Asia TV and ZEEL are “employer[s]” for purposes of the New York City Human Rights Law under New York City Administrative Code § 8-102(5).

203. Mr. Chandra is an “employee or agent thereof” under New York City Administrative Code § 8-107(1).

204. Donahue was treated less well than other employees because of his disability.

205. By their actions detailed above, including but not limited to the termination of Donahue’s employment, these Defendants have unlawfully discriminated against Donahue on the basis of his disability in violation of the New York City Human Rights Law, § 8-107(1)(a).

206. In addition, ZEEL and Mr. Chandra are “person[s]” under § 8-102(1) of the New York City Human Rights Law, and by their actions detailed above, unlawfully aided, abetted, incited, compelled or coerced unlawful discrimination, or attempted to do so, in violation of § 8-107(6) the New York City Human Rights Law.

207. As a result of these Defendants' discrimination, Donahue has suffered substantial damages, including but not limited to mental distress and lost wages and benefits, in an amount to be determined at trial.

208. Upon information and belief, these Defendants' discriminatory conduct was taken with reckless indifference to Donahue's rights, entitling him to punitive damages under the New York City Human Rights Law.

EIGHTEENTH CLAIM
**(Interference, Discrimination, And Retaliation Under The FMLA
Against Defendants Asia TV, ZEEL, and Chandra)**

209. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

210. Donahue is an "employee" within the meaning of 29 U.S.C.A. § 611(2)(A) at all times relevant to this action.

211. Asia TV, ZEEL, and Mr. Chandra are "employer[s]" within the meaning of 29 U.S.C.A. § 2611(4)(A) at all times relevant to this action.

212. Donahue timely requested a medical leave from these Defendants permitted under the FMLA.

213. These Defendants treated Donahue adversely because he took the leave he was entitled to under the FMLA.

214. These Defendants discriminated and retaliated against Donahue because he took a FMLA leave of absence.

215. These Defendants willfully violated the FMLA.

216. As a proximate result of these Defendants' discrimination against Donahue on the basis of his exercise of rights under the FMLA, Donahue has suffered and continues to suffer substantial losses, including back pay and front pay and other employment benefits.

217. As a result of these Defendants' unlawful conduct, they are also liable for liquidated damages, interest, and attorneys' fees and costs.

NINETEENTH CLAIM
**(Retaliation In Violation of The New York Labor Law
Against Defendants Asia TV, ZEEL, and Chandra)**

218. Donahue repeats and realleges the allegations contained above as if separately set forth herein.

219. Donahue complained to these Defendants within the meaning and scope of Section 215 of the NYLL by objecting to these Defendants' request that Donahue loan money to another employee of Asia TV, which constituted an unlawful deduction in violation of Section 193 of the NYLL.

220. These Defendants responded by terminating Donahue, constituting retaliation in violation of Section 215 of the NYLL.

221. As a result of these Defendants' unlawful conduct, they are also liable for liquidated damages, interest, and attorneys' fees and costs.

WHEREFORE, while reserving the right to seek additional damages as available, Donahue demands judgment against Defendants as follows:

1. An award of Donahue's actual damages in an amount to be determined at trial for loss of compensation, benefits and professional opportunities, including back pay;

2. An award of reinstatement or front pay in lieu of reinstatement;
3. An award of damages in an amount to be determined at trial to compensate Donahue for his mental anguish, humiliation, embarrassment, and emotional injury;
4. An award of liquidated damages;
5. An award of punitive damages;
6. An award of reasonable attorneys' fees and the costs of this action;
7. An award of interest; and
8. Such other and further relief as this Court may deem just and proper.

Dated: New York, New York
August 18, 2015

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