

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

ANDREEA IOANA PANTOR,

Plaintiff,

-against-

CITY OF NEW YORK, and
GREEN KEY RESOURCES, LLC a/k/a GREEN KEY
NYC, LLC,

Defendants.

Index No.

VERIFIED COMPLAINT

Date Purchased:

Plaintiffs designate New York County
as the place of trial.The basis of the venue is the location
of the principal offices of the
Defendants.

To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the Verified Complaint in this action and to serve a copy of your answer, or, if the Verified Complaint is not served with this summons, to serve a notice of appearance on the Plaintiff's Attorneys 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: New York, New York
September 4, 2015

THE LAW OFFICE OF ALAN C. TRACHTMAN

By: 
Laura M. TrachtmanAttorneys for Plaintiff
48 Wall Street, 11th Floor
New York, NY 10005
Tel: 212 918 4750Defendants' addresses:
Green Key Resources
475 Park Avenue South
New York, NY 10016City of New York, Office of the Actuary
255 Greenwich Street, 9th Floor,
New York, NY 10007

SUPREME COURT OF THE STATE OF NEW YORK
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ANDREEA IOANA PANTOR,

Plaintiff,

-against-

CITY OF NEW YORK, and
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VERIFIED COMPLAINT

Date Purchased:

Plaintiff ANDREEA IOANA PANTOR, by her attorneys, The Law Office of Alan C. Trachtman, for her Verified Complaint against the defendants, CITY OF NEW YORK and GREEN KEY RESOURCES, LLC a/k/a GREEN KEY NYC, LLC, alleges as follows:

NATURE OF ACTION

1. This is an action for damages arising from unlawful sexual harassment and sexual discrimination in employment and retaliation in violation of the New York State Human Rights Law (Executive Law § 296), and in violation of the New York City Human Rights Law (New York City Administrative Code § 8-107).
2. Venue is proper in New York County since both Defendants maintain offices therein.

PARTIES

3. Plaintiff is a woman.
4. Plaintiff resides at 34-07 32nd Street, Apartment B1, Astoria, New York 11106.
5. Defendant City of New York, Office of the Actuary is a government agency doing business in New York, located at 255 Greenwich Street, 9th Floor, New York, NY 10007.
6. Defendant Green Key Resources is a corporation doing business in New York, located at 475 Park Avenue South, New York, NY 10016.

FACTS

7. The discriminatory conduct by supervisors and retaliation occurred at the City of New York, Office of the Actuary (hereinafter “OA”), located at 255 Greenwich Street, 9th Floor, New York, NY, 10007.
8. At that time, Pantor was employed by Green Key Resources (hereinafter “GKR”) and contracted to work at the offices of GKR’s client, OA.
9. On April 5, 2012, Pantor commenced working at OA, having been placed there by GKR, with working hours of 9:00AM-5:00PM.
10. However, Pantor was regularly instructed by her supervisors at OA to work late in order to keep up with the volume of work assigned to her.
11. In or around August and/or September, 2012, the first instance of sexual harassment occurred.
12. John R. Gibney, Jr. (hereinafter “Gibney”), the Assistant Deputy Chief Actuary, Pantor’s supervisor, described to Pantor his recent trip to Key West, specifying that he and his wife had patronized an establishment where the patrons were completely naked, and instructed Pantor to search online using certain terms in order to generate similar images.
13. While Pantor did not want to conduct any such search, she felt intimidated, and reluctantly complied, and this search resulted in Pantor seeing images of scantily clad women, which created an intimidating, hostile and offensive work environment.
14. The second instance of sexual harassment also occurred in or around this period, wherein Gibney stood in front of Pantor’s work station and read aloud from a fitness club flyer advertising exercise classes, one of which involved an exercise described as “butt lifts.”

15. Gibney then demonstrated his interpretation of “butt lift” exercises, including thrusting his pelvis backward repeatedly and gyrating his derriere, which also resulted in an intimidating, hostile and offensive work environment.
16. On January 18, 2013, Gibney facilitated two further episodes of verbal sexual harassment, wherein he first informed Pantor that he could have an affair and suffer no consequences akin to a President of the United States, and that he and his wife rated people’s “dateability” and asked Pantor about her marital status.
17. Pantor rebuffed Gibney’s sexual advances in each and every instance.
18. In retaliation, in or around May 3, 2013, Gibney made antagonistic statements about Pantor's work via email to the executives at the OA, criticizing Pantor’s work in that Gibney disliked the edits Pantor made to documents.
19. On September 19, 2013, Gibney conveyed antagonistic statements to Pantor concerning work she had performed on an annual report, and demanded, in sum and substance, that Pantor get Gibney in to speak with Robert C. North, Chief Actuary (hereinafter "North"), as soon as North was available to meet; North had changed the finalization procedure for the OPEB Report, the most important annual document produced by the OA. After Gibney and North concluded their meeting, Gibney emerged only to bellow at Pantor, in sum and substance, that Pantor should do what North had suggested and when she requested his help, informed her to read the email he had sent earlier.
20. On September 20, 2013, Pantor met with North, Chief Actuary, and Susan M. Flaschenberg (hereinafter "Flaschenberg"), Director of Administration, and made a verbal complaint regarding Gibney’s harassment, and then met again separately with Flaschenberg.

21. At that time, Pantor requested minimal contact with Gibney.
22. On September 24, 2013, Pantor submitted her initial written complaint of sexual harassment against Gibney to OA.
23. On September 26, 2013, in retaliation for her complaint against him, Gibney threw a heavy document into Pantor's inbox, causing Pantor to be startled.
24. On September 26, 2013, Pantor emailed her initial written complaint against Gibney to Clare Wright (hereinafter "Wright") at GKR, stating in pertinent part: "On and off for over a year, I have experienced problems with [Gibney]'s comportment in work production-matters and have also been the recipient of several instances of verbal sexual harassment delivered by him. Last week, the manager addressed me in a thoroughly disrespectful and antagonistic manner with regard to the production of an annual report after the Chief Actuary had made logistical changes which I succeeded in executing. The following day I met with the Chief and the Director of Administration in order to discuss that specific episode and also to convey the spectrum of work-related grievances pertaining to this manager."
25. Wright emailed Pantor back, offering to chat and meet up for "a quick coffee" but otherwise taking no action.
26. On or about October 14, 2013, in retaliation for submitting a complaint against Gibney, Pantor was informed by Flaschenberg verbally that her hours would be strictly limited to 9:00AM-5:00PM, which eliminated the steady overtime pay she had previously earned, also reducing Pantor's workload.
27. On December 10, 2013, in a further act of retaliation against Pantor, Gibney entered North's office wherein Pantor was conferring with North and a colleague and stood

approximately 18 inches behind Pantor's back, causing Pantor to feel very uncomfortable, to freeze and then prematurely exit her conference.

28. As a result of Pantor meeting with North and Flaschenberg, OA conducted an internal investigation as to the substance of Pantor's allegations of sexual harassment and discrimination.
29. On January 9, 2014, OA issued a memorandum confirming the sexual harassment by Gibney, and then rescinded the memorandum the same day, concluding that another City agency should determine liability.
30. In further acts of retaliation, during the month of January 2014, Pantor had noticed that Ms. Savitri Ramsook-Heera (hereinafter "Ramsook-Heera"), another employee at OA, was discussing Pantor's case audibly and regularly via telephone and in person with coworkers, making Pantor feel embarrassed and uncomfortable.
31. Pantor complained to Flaschenberg verbally about Ramsook-Heera's behavior, but Flaschenberg took no action.
32. On February 12, 2014, Pantor met with Lisa Nakanishi and Eric Hicks at Department of Citywide Administrative Services (hereinafter "DCAS") at a formal hearing regarding Pantor's sexual harassment complaint against Gibney.
33. On February 14, 2014, Pantor emailed DCAS additional information concerning Gibney's harassment.
34. On March 7, 2014, Pantor overheard Ramsook-Heera discuss a court case in which Ramsook-Heera stated via telephone "I know someone even stupider than her (sic)," which Pantor understood to mean that she, Pantor, was being called stupid by filing a complaint.

35. On March 18, 2014, incredibly, North instructed Pantor to communicate directly with and collaborate with her sexual harasser, Gibney, on typing, editing and processing a document.
36. This ultimately required Pantor to communicate with and even enter Gibney's office, which resulted in an intimidating, hostile and offensive work environment.
37. On March 24, 2014, Pantor again emailed Wright at GKR, stating in pertinent part: "I have been thinking a lot about my position at the OA. Given everything that has precipitated here, I would like to begin a new position on 5/1/14, or shortly thereafter. (Note: my last day, as confirmed by the OA thus far, is 4/18/14). I need to find a less toxic workplace containing a position more aligned with my skills, as well as the opportunity for professional advancement."
38. That same day, Wright replied via email, stating in pertinent part: "let's touch base around April 10th" but otherwise taking no action.
39. Between April 2014 and May 2014, Pantor requested from North, via Flaschenberg, and was denied, a change in work station to minimize her frequent direct contact with Gibney and Ramsook-Heera.
40. On June 19, 2014, Pantor yet again emailed Wright at GKR, stating in pertinent part: "I am scheduled to remain at the OA until Friday, 7/4/14. Unless there is absolutely no other option, I do not wish to extend my time here, if the offer arises. I need to find other employment, as this environment has become intolerable. Can you please assist me with this?"
41. That same day, Wright replied via email to state in pertinent part "I'm so sorry to hear that it has been a bad experience there" but taking no other action.

42. On June 20, 2014, as a result of the investigation by DCAS, DCAS issued a memorandum confirming that Gibney sexually harassed Pantor, stating in pertinent part: “Please be advised that the Office of Citywide Diversity and EEO has concluded its investigation of the ... complaint which you filed alleging discrimination on the basis of sexual harassment. **Upon a review of all the pertinent facts presented in the complaint, this office finds that the allegations were substantiated**” (emphasis supplied).
43. The DCAS Memorandum concluded that “[t]his case has been referred back to your agency which will implement corrective action(s) as the agency head deems appropriate.”
44. One week later, on June 27, 2014, Flaschenberg emailed Pantor notice of her upcoming termination, stating in pertinent part: “The OA expects to hire a full-time secretary off of the new secretary civil service list or from the resumes received of incumbent City employee applicants in the next few weeks. With the hire of this additional staff member the services of a temporary secretary is not needed. I would like to thank you for your good work during your tenure and your contributions to improving the typing skill base of the current secretarial staff.”
45. On July 2, 2014, Flaschenberg emailed Pantor an outline describing Gibney’s punishment, as determined by North, stating in pertinent part:
- a. “By September 30, 2014, John Gibney will attend a DCAS-sponsored seminar on the Risks of Fraternization and Sexual Harassment Awareness in the workplace.
 - b. “John Gibney has been ordered to be more sensitive to the potential implications of:
 - i. “Discussing non-work related issues with staff.

- ii. “Discussing other personal matter with employees (e.g., FMLA) unless such interactions are initiated and requested by staff.”
- 46. Aside from being ordered to attend a seminar and be more sensitive to the potential implications of discussing non-work related issues with staff, Gibney suffered no ill effects.
- 47. On July 3, 2014, in retaliation for her complaint against Gibney, Pantor was fired from the OA.
- 48. By July 3, 2014, Gibney had been promoted from Assistant Deputy Chief Actuary to Deputy Chief Actuary.
- 49. On August 20, 2014, Pantor emailed both the OA Complaint of Discrimination and the DCAS Memorandum confirming Gibney's liability to GKR.

**AS AND FOR A FIRST CAUSE OF ACTION
HARASSMENT AND DISCRIMINATION
IN VIOLATION OF NEW YORK STATE HUMAN RIGHTS LAW**

- 50. Pantor repeats and realleges the allegations contained in paragraphs 1 through 49 with the same force and effect as if set forth at length herein.
- 51. The sexual harassment, discriminatory conduct and communications by defendants substantially interfered with Pantor’s employment, in violation of New York State Human Rights Law (New York Executive Law § 296).
- 52. As a direct and proximate result of defendants’ unlawful employment practices, Pantor has suffered the indignity of disparate treatment, discrimination, the invasion of her rights to be free from discrimination, and great humiliation.
- 53. As a further and proximate result of these unlawful employment practices, Pantor has suffered extreme mental anguish, outrage, severe anxiety about her future, painful

embarrassment among her friends and co-workers, disruption of her personal life and loss of enjoyment of the ordinary pleasures of everyday life.

54. As a result of the defendants' violation of New York Executive Law § 296, Pantor has been damaged in the sum of \$500,000.

**AS AND FOR A SECOND CAUSE OF ACTION
RETALIATION
IN VIOLATION OF NEW YORK STATE HUMAN RIGHTS LAW**

55. Pantor repeats and realleges the allegations contained in paragraphs 1 through 54 with the same force and effect as if set forth at length herein.
56. The termination of Pantor's employment was in retaliation for filing a sexual harassment complaint, in violation of New York State Human Rights Law (New York Executive Law § 296).
57. As a direct and proximate result of defendants' retaliation, Pantor has suffered the indignity of great humiliation and mental anguish.
58. As a further and proximate result of the retaliation, Pantor has suffered extreme mental anguish, outrage, severe anxiety about her future, painful embarrassment among her friends and co-workers, damage to her good reputation, disruption of her personal life and loss of enjoyment of the ordinary pleasures of everyday life.
59. As a result of the defendants' violation of New York Executive Law § 296, Pantor demands damages in the sum of \$500,000.

**AS AND FOR A THIRD CAUSE OF ACTION
HOSTILE WORK ENVIRONMENT
IN VIOLATION OF NEW YORK STATE HUMAN RIGHTS LAW**

60. Pantor repeats and realleges the allegations contained in paragraphs 1 through 59 with the same force and effect as if set forth at length herein.

61. The sexual harassment and discrimination by defendants substantially interfered with Pantor's employment and created an intimidating, hostile, and offensive work environment in violation of New York State Human Rights Law (New York Executive Law § 296).
62. As a direct and proximate result of defendants' unlawful employment practices, Pantor has suffered the indignity of disparate treatment, discrimination, the invasion of her rights to be free from discrimination, and great humiliation.
63. As a further and proximate result of these unlawful employment practices, Pantor has suffered extreme mental anguish, outrage, severe anxiety about her future, painful embarrassment among her friends and co-workers, disruption of her personal life and loss of enjoyment of the ordinary pleasures of everyday life.
64. As a result of the defendants' violation of New York Executive Law § 296, Pantor has been damaged in the sum of \$500,000.

**AS AND FOR A FOURTH CAUSE OF ACTION
SEXUAL HARASSMENT AND DISCRIMINATION
IN VIOLATION OF NEW YORK STATE HUMAN RIGHTS LAW**

65. Pantor repeats and realleges the allegations contained in paragraphs 1 through 64 with the same force and effect as if set forth at length herein.
66. The sexual discrimination and harassment by defendants substantially interfered with Pantor's employment and created an intimidating, hostile, and offensive work environment in violation of New York State Human Rights Law (New York Executive Law § 296).
67. Defendants' actions as described herein constitute unlawful discriminatory practices as defined in the New York State Human Rights Law.

68. As a direct and proximate result of defendants' unlawful employment practices, Pantor has suffered the indignity of sexual discrimination, the invasion of her rights to be free from sexual discrimination, and great humiliation.
69. As a further and proximate result of these unlawful employment practices, Pantor has suffered extreme mental anguish, outrage, severe anxiety about her future, painful embarrassment among her friends and co-workers, disruption of her personal life and loss of enjoyment of the ordinary pleasures of everyday life.
70. As a result of defendants' violation of New York State Human Rights Law (New York Executive Law § 296), Pantor has been damaged in the sum of \$500,000. Pantor also demands the attorney's fees incurred by her in this action.
71. Because defendants' actions were performed with malice and without justification or excuse, Pantor is entitled to punitive damages in the amount of \$1,000,000.00.

**AS AND FOR A FOURTH CAUSE OF ACTION
RETALIATION
IN VIOLATION OF NEW YORK CITY HUMAN RIGHTS LAW**

72. Pantor repeats and realleges the allegations contained in paragraphs 1 through 71 with the same force and effect as if set forth at length herein.
73. The termination by defendants was retaliation in violation of New York City Human Rights Law (New York City Administrative Code § 8-107).
74. Defendants' actions as described herein constitute retaliation as defined in the New York City Human Rights Law.
75. As a direct and proximate result of defendants' retaliation, Pantor has suffered great humiliation and mental anguish.

76. As a further and proximate result of the retaliation, she has suffered extreme mental anguish, outrage, severe anxiety about her future, painful embarrassment among her friends and co-workers, damage to her good reputation, disruption of her personal life and loss of enjoyment of the ordinary pleasures of everyday life.
77. As a result of defendants' violation of New York City Human Rights Law (New York City Administrative Code § 8-107), Pantor has been damaged in the sum of \$500,000. Pantor also demands the attorney's fees incurred by her in this action.
78. Because defendants' actions were performed with malice and without justification or excuse, Pantor is entitled to punitive damages in the amount of \$1,000,000.00.

**AS AND FOR A FIFTH CAUSE OF ACTION
HOSTILE WORK ENVIRONMENT
IN VIOLATION OF NEW YORK CITY HUMAN RIGHTS LAW**

79. Pantor repeats and realleges the allegations contained in paragraphs 1 through 78 with the same force and effect as if set forth at length herein.
80. The sexual harassment by defendants substantially interfered with Pantor's employment and created an intimidating, hostile, and offensive work environment in violation of New York City Human Rights Law (New York City Administrative Code § 8-107).
81. Defendants' actions as described herein constitute unlawful discriminatory practices as defined in the New York City Human Rights Law.
82. As a direct and proximate result of defendants' unlawful employment practices, Pantor has suffered the indignity of sexual harassment, the invasion of her rights to be free from sexual harassment and great humiliation.
83. As a further and proximate result of these unlawful employment practices, Pantor has suffered extreme mental anguish, outrage, severe anxiety about her future, painful


embarrassment among her friends and co-workers, damage to her good reputation, disruption of her personal life and loss of enjoyment of the ordinary pleasures of everyday life.

84. As a result of defendants' violation of New York City Human Rights Law (New York City Administrative Code § 8-107), Pantor has been damaged in the sum of \$500,000. Pantor also demands the attorney's fees incurred by her in this action.
85. Because the defendant's actions were performed with malice and without justification or excuse, Pantor is entitled to punitive damages in the amount of \$1,000,000.00.
86. **WHEREFORE**, Plaintiff seeks compensatory damages in the amount of at least \$500,000 and punitive damages in the amount of \$1,000,000.00; and any further and other relief which the Court deems just and proper.

JURY TRIAL DEMANDED

Dated: New York, New York
September 4, 2015

Respectfully submitted,
The Law Office of Alan C. Trachtman

By: 
Laura M. Trachtman
Attorney for Plaintiff Andreea Ioana Pantor
48 Wall Street, 11th Floor
New York, New York 10005
(917) 676-7317

VERIFICATION

[illegible]

ANDREEA IOANA PANTOR, being duly sworn, deposes and says:

I am the plaintiff in this action. I have read the foregoing complaint and know the contents thereof. The same are true to my own knowledge, except as to matters therein stated to be alleged upon information and belief, and as to those matters I believe them to be true.


ANDREEA IOANA PANTOR

Sworn to before me this
4th Day of September, 2015

Lauren

Notary Public

LAURA M TRACHTMAN
Notary Public, State of New York
No. 02TR6271029
Qualified in Kings County
Commission Expires 10/29/2016