



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

RENEE TERAN nee BANKS,

Plaintiff(s)

against

JETBLUE AIRWAYS CORPORATION

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 principal
place of business

Summons

Plaintiff(s) reside(s) at

County of

08102716

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, New York, New York
February 12, 2008

SCHWARTZ & PERRY, LLP
Attorney(s) for Plaintiff

Office and Post Office Address

295 Madison Avenue
New York, NY 10017

Defendant's address:

JetBlue Airways Corporation
118-29 Queens Blvd.
Forest Hills, New York 11375

FILED
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LAW OFFICE OF
JAMES J. CONNELLEY
110 W. 42nd St.
New York, NY 10018

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

-----X
RENEE TERAN, née BANKS,

Plaintiff,

-against-

JETBLUE AIRWAYS CORPORATION,

Defendant.
-----X

Index No.:

VERIFIED COMPLAINT

Plaintiff, as and for her Verified Complaint, respectfully alleges, all upon information and belief, as follows:

CITY OF NEW YORK
OFFICE OF THE
COMPTROLLER
2008 FEB 15 11 50 AM

IDENTITY OF PARTIES

1. At all relevant times mentioned herein, Plaintiff Renee Teran, née Banks (hereinafter referred to as "Banks") was a resident of the State of New York and was employed by Defendant JetBlue Airways Corporation ("JetBlue"), at its terminal in JFK International Airport in the City and State of New York.

2. JetBlue Airways Corporation is a domestic corporation duly organized under the laws of the State of Delaware and is authorized to conduct business in the County, City and State of New York.

3. At all relevant times mentioned herein, JetBlue was and is an airline servicing hundreds of flights daily to one of approximately forty-four domestic destinations in the United

N.Y.C. COMMISSION
ON HUMAN RIGHTS
LAW ENFORCEMENT BUREAU
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States, and additional international destinations in the Caribbean and Mexico, and employs thousands of individuals to work at airports internationally, in the cities JetBlue services.

BACKGROUND RELEVANT TO ALL CAUSES OF ACTION

4. Banks commenced her employment with JetBlue in October 2003 as a Customer Service Agent at its JFK Airport location.

08102716

5. At all relevant times herein, Banks was qualified for her position and performed her duties in a satisfactory manner as confirmed by, among other things, the excellent performance evaluation she received in April 2006 from her supervisor, several promotions in title and pay that resulted in additional responsibilities and supervisory authority over other employees, and the frequent recognition by managers and supervisors Banks received on her outstanding performance in customer service and leadership.

6. From October 2003 until on or about August 2006, Banks was permitted to work in an environment that was relatively free of discrimination and harassment.

7. However, on August 16, 2006, Banks' work environment changed when Banks became the victim of unwelcome, humiliating, and reprehensible sexual harassment that was so severe or pervasive that it significantly altered the terms, conditions and privileges of her employment.

8. In part, the conduct described herein was engaged in by a Customer Service Supervisor for JetBlue, Gonzalo Mayo ("Mayo"), who was higher in reporting rank than Banks, and because of the supervisory level of Mayo, and the fact that Banks immediately complained to the company, JetBlue was aware of the harassment, yet condoned and permitted it.

9. Beginning in August 2006, among other things and only by way of example, Mayo, used his authority over Banks, to degrade and humiliate Banks, with comments such as "If we were ever to have sex with each other, it would change our relationship," despite the fact that any intimate relationship with Mayo was not welcome to Banks, a fact of which Mayo was aware.

10. On or about August 16, 2006, when Banks was performing a task for JetBlue on a computer in the Supervisors' office behind Gate 10, Mayo frightened, intimidated and sexually harassed Banks when he came into the office where Banks was alone, shut the door to the office, and touched and groped Banks' stomach and waist and surrounding areas in a sexual manner, and repeatedly kissed her neck, while telling Banks that no one else was in the office, and asking her "Are you rejecting me? If you weren't at work would you be rejecting me?", all of which was unwelcome to Banks, and which frightened and caused great humiliation to Banks, and was being done because of Banks' gender.

11. Because Banks made repeated physical attempts to escape Mayo's violent and terrifying grip on her, and yelled for him to get off of her, Mayo was fully aware that his sexual advances and conduct were unwelcome to Banks, but he continued to engage in such conduct,

although he was repeatedly told and pleaded with by Banks that it was unwelcome and should be stopped, and Banks struggled to break free from Mayo's clutch, and from the office in which she was trapped.

12. Banks was only able to break free from Mayo's physically dominating sexual groping and touching harassment when Mayo was interrupted with a call to his work radio, and when Mayo exited the office he said to Banks in a humiliating and frightening manner, "You are so hot, you make my dick hard," which further distressed and intimidated Banks.

13. After the sexual assault, Banks complained to the on-duty Manager of Customer Service, Jose Pichardo ("Pichardo"), and the following day, after returning to work visibly distraught, Banks complained to another Customer Service Supervisor, Marilyn Motisi ("Motisi"), and Motisi brought Banks to Pedro Sosa's ("Sosa") office, another Manager of Customer Service, so Banks could additionally report to him what happened to her.

14. After Banks reported to Pichardo, Motisi and Sosa how frightened, humiliated and distressed she was about the sexually harassing attack on her by Mayo, Banks was asked to prepare a statement, which she did, and Banks was then called in to the office of Waleed Ali ("Ali"), the General Manager of Customer Service for JetBlue at JFK Airport, a position of very high authority in which Ali supervises and controls over 500 employees at the largest JetBlue hub in the world.

15. At the time Banks spoke to Ali about Mayo's conduct, Ali had made it know by his conduct that he favored male employees over female employees and routinely conferred more favorable benefits and opportunities on males at the expense of female employees, including, but not limited to, promotional opportunities.

16. During this meeting with Ali, Pichardo was also present, and Banks was told that JetBlue would be launching an investigation into her complaints of sexual harassment and Banks was told "not to jeopardize the integrity of the investigation" and therefore, not to speak to anyone at work about the issues.

17. Banks was also informed that her sexual harassment complaint against Mayo was not the first on record at the company.

18. Banks continued to perform her job functions in her position at JetBlue as best as possible in the days following the sexually frightening attack on her, despite the fact that she was distressed and degraded by the outrageous conduct perpetrated against her by Mayo.

19. Just days after Banks reported the humiliating and reprehensible sexual harassment by Mayo, JetBlue began to engage in a degrading and intimidating campaign of further discrimination against Banks, based on her gender, and retaliation against Banks for protesting Mayo's conduct, which included, among other things and only by way of example, the following:

- After Banks complained to JetBlue about the sexual harassment by Mayo, and despite JetBlue's admission that this was not the first time a female employee had made a sexual harassment complaint against Mayo, JetBlue ultimately forced Banks to choose between working in a frightening and terrifying environment alongside Mayo, the perpetrator, or accepting a demotion to a shift with worse hours, and stripping Banks of her title and pay increase she had recently earned.
- On August 28, 2006, Banks was contacted for a second time by Denise Daniel ("Daniel"), a human resources investigator for JetBlue, who immediately began to degrade Banks by minimizing the vicious sexual harassment, and belittling and attacking Banks instead of acting as an impartial and objective investigator.
- Daniel humiliated Banks by questioning the veracity of Banks' account of the incident with Mayo, and insinuated that Banks was somehow exaggerating the horrible events of the night Mayo trapped her in the Supervisors' office and physically dominated her and sexually harassed her.
- Daniel also further degraded Banks by interrogating Banks on her own conduct in the workplace, despite the fact that Daniel was supposed to be investigating Banks' complaint to JetBlue regarding Mayo's conduct.
- Despite the fact that Daniel is charged by JetBlue with, among other things, investigating complaints of sexual harassment by employees, Daniel ignored the complaints by Banks, and instead embarked on an accusatory and insinuating inquisition of Banks, including asking Banks whether or not Banks ever greeted friends and colleagues with a kiss on the cheek, whether Banks knew Mayo had a girlfriend and what the circumstances were of Banks giving Mayo a ride home on one occasion prior to the attack.
- While the severe effects to Banks' well-being were escalating on a daily basis, JetBlue continued to interrogate her on her own behavior, while simultaneously ignoring any wrongdoing by Mayo.

- On August 30, 2006, Banks was summoned to Ali's office, without any representative from the People Department, at which time Ali proceeded to tell Banks that none of her sexual harassment claims against Mayo could be substantiated and that she had not been attacked, giving the benefit of the doubt to the male employee at the expense of the female employee.
- When Banks asked Ali how JetBlue was going to protect her, Ali responded "Why do you need protection?" When Banks reminded him that she had been attacked, he simply stated that she had not been attacked, giving the benefit of the doubt to the male employee whom he favored.
- During the August 30th meeting, Banks asked Ali if he would agree to separate Banks and Mayo so that one worked the gate and the other worked the counter or vice versa to which Ali responded "I will not band-aid the situation."
- Ali then blamed Banks herself for the attack against her, insinuating that maybe it was Banks' fault Mayo harassed her because, "Maybe you are too friendly...I am a man and I know that sometimes we misconstrue friendliness from a female."
- Ali also made a barrage of false accusations against Banks, including claiming that Banks and Mayo had a friendlier relationship than she would attest to, and that the two spent time together outside of work, although neither statement was true, and both of which were said by Mayo in an effort only to discredit Banks because of her claim of sexual harassment.
- Ali then demeaned and intimidated Banks by threatening to give Banks a written warning for reporting the harassing attack of Mayo to Motisi, one of her female supervisors, despite the fact that JetBlue policy dictated that an employee victim could complain to anyone in management, and which Ali did only to demean and punish Banks.
- Ali also suggested that Banks deserved whatever happened to her because once in the history of her employment at JetBlue, she gave Mayo a ride home, and on occasion was friendly and kissed colleagues on the cheek.

- On August 31, 2006, the Manager of the People Department, the top human resources person for JetBlue, Bob Bilak ("Bilak"), called Banks and rather than updating her on the status of her complaints of harassment, egregiously demeaned her for complaining about the sexual harassment by insinuating to Banks that Mayo "could have misconstrued Banks' friendliness," and therefore, according to Bilak, essentially it was okay that Mayo groped and accosted her sexually.
- Bilak told Banks that her complaint of a sexual assault was "he said- she said" and that JetBlue did not believe her.
- Banks was requested, as part of the "investigation" to answer questions during a second phone call held on August 31, 2006, with Bilak and Ali, in which they ganged up on Banks and refused to take her complaints of sexual harassment as a serious matter that deserved rectification.
- At the beginning of September 2006, Banks was terrified and distraught because she had report to the same workplace where Mayo had returned from his suspension with pay, and where Banks never knew when she would have to see him, or be stuck in a frightening situation alone with him.
- Even though Banks met with Tom Rinow ("Rinow"), the JetBlue Director of all of Customer Service for all of JFK, on September 4, 2006 and told him about her fear of working alongside Mayo, Rinow did nothing about removing Mayo from Banks' work environment, but rather offered Banks only a worse shift in the middle of the night, where she would have to take a pay cut, and would be stripped of her title of "Acting Supervisor."

The acts mentioned above are only examples of the many acts of retaliation that took place during the period mentioned herein and that were a direct result of Banks' engaging in activities known to be protected under the New York City Human Rights Law, and which acts of retaliation were casually linked to and meant to punish Banks for her complaints regarding sexual harassment and gender discrimination.

20 By doing this, JetBlue knowingly, outrageously and viciously continued to discriminate against Banks by questioning her sexual propriety and reputation and compounding the already-existing emotional trauma from the sexual harassment by Mayo, actions that would not have been taken but for Banks' gender.

21. By continuing to allow Mayo to work in a supervisory capacity during the same shift as Banks, and by alternatively requiring Banks to accept a less-desirable working atmosphere and a demotion in exchange for her safety, JetBlue's retaliatory conduct was causally linked to and meant to punish Banks for her complaints regarding the sexual harassment inflicted upon her by Mayo, that she found devastating and degrading and against which she was seeking to protect herself.

22. Despite JetBlue's confirmed awareness of the egregious and intimidating conduct by Mayo, JetBlue failed to take any effective remedial action against the perpetrator, and by failing to meaningfully punish Mayo, JetBlue ratified the harassment and sent a message to JetBlue's employees that sexually harassing conduct is acceptable to JetBlue and will not result in any criticism or adverse consequences to the perpetrator, so that it may be continued without any fear of criticism from JetBlue.

23. JetBlue did not take any effective remedial steps to prevent or eliminate the retaliation that Banks was being subjected to and which it reasonably could foresee would occur in an effort to force Banks to quit her job after she reported the humiliating and degrading sexual harassment,

since the retaliation became so humiliating, threatening and severe that Banks feared for her well-being and required medical treatment due to the emotional and mental distress inflicted upon her, and she continues to undergo such treatment.

24. Banks was so terrified of what would happen when she entered the JetBlue workplace, not knowing what form or with what intensity she would be demeaned, interrogated, degraded and questioned on her reputation, and was left with no other choice but a demotion that would result in a financial loss to Banks because of the stripping of her title and lesser pay, and which demotion she could not afford to keep for her emotional and financial well-being.

25. Banks found the work conditions JetBlue forced her into so intolerable and her workplace so permeated with discriminatory and retaliatory conduct that Banks, under the circumstances, was forced and compelled to remove herself from the hostility and intimidation she suffered, because she was fearful of the negative impact of Mayo's conduct, and also JetBlue's failure to protect her, was having on her job, her health and her personal well-being so that she was constructively discharged by JetBlue.

26. Due to the egregious nature of the conduct of JetBlue, as well as the failure of JetBlue to provide Banks with a hostility-free workplace in which to perform, it was reasonable for Banks to find her workplace so intolerable that she was compelled to leave.

27. The retaliation to which Banks was subjected by her managers at JetBlue, after she complained about the sexual harassment to which she was subjected, had no legitimate business reason or justification, but instead was motivated by JetBlue's unlawful retaliatory animus towards Banks for complaining about the harassment and hostile and intimidating work environment to which JetBlue subjected Banks.

28. Banks has suffered from the adverse effects of the severe harassment and retaliation and the quality of her life has been irreparably damaged and her self-esteem, self-respect and well-being have been irreversibly harmed because she was subjected to the intimidating and threatening type of conduct described herein, for which Banks has been required to seek medical attention, and she believes will be required well into the future.

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

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

30. Banks repeats, re-alleges and incorporates in full paragraphs 1 through 29 of this Complaint, as though fully set forth at length herein.

31. 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 Banks while she was in the course of her employment with JetBlue.

32. At the time that JetBlue allowed and condoned the sexually hostile environment and gender discrimination that Banks was forced to suffer, simply because of her gender, Banks was protected against such conduct under the New York City Human Rights Law.

33. The conduct that Mayo took against Banks, which, in part, forms the basis of this cause of action was unwelcome to her, a fact which JetBlue knew, or should have known, as a result of Banks's complaints and the actual nature of the conduct, all of which was ignored by JetBlue in that, among other things, JetBlue failed to take any genuine or effective remedial action to prevent or stop it or protect Banks in the future.

34. The conduct of Ali in favoring male employees over female employees as described herein, which was done openly in full view of JetBlue's senior management, constitutes gender discrimination and his conduct was ignored and condoned by JetBlue senior management and JetBlue's Human Resources Department.

35. JetBlue is liable to Banks for gender discrimination and the sexually hostile and abusive environment she suffered in her workplace, because unlawful conduct was engaged in by a member of JetBlue's supervisory personnel, who allowed and condoned a workplace permeated with discriminatory intimidation that was sufficiently severe and pervasive so as to alter the terms, conditions and privileges of Banks' employment and created an abusive, threatening and hostile work environment.

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

37. JetBlue failed to effectively enforce a program against gender discrimination and sexual harassment and failed to take any effective remedial action with respect to the discrimination described herein, despite Banks' complaints and JetBlue's obligation to do so under the New York City Human Rights Law.

38. Banks was caused to suffer emotional injuries, all of which humiliated and otherwise intimidated and degraded Banks because of JetBlue's outrageous conduct in violation of Banks' human rights, and which impacted on her health, well-being and the quality of her life.

39. As a result of JetBlue's gender discrimination, sexual harassment and retaliation, Banks has required medical treatment in order to cope with her emotional injuries and humiliation and continues to require and receive medical treatment at present.

40. The aforementioned acts of JetBlue constitute unlawful gender discrimination against Banks 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.

41. As a result of JetBlue's violation of the New York City Human Rights Law §8-107(1)(a), JetBlue is liable to Banks 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" based on the lodestar method as has been judicially established and accepted when attorney's fees are provided under the law.

42. As a proximate result of JetBlue's conduct, Banks has been adversely affected in her employment, health, well-being, the quality of her life and in her normal life's pursuits, and Banks believes JetBlue's conduct complained of herein has and will continue to have an irreparable effect upon her career, all of which Banks alleges to be in the amount of Two Million (\$2,000,000) Dollars.

43. Here, the acts of JetBlue were so reprehensible and were done so clearly with reckless indifference in the face of a perceived risk that its actions would violate Banks' protected rights under the New York City Human Rights Law, that, in addition to all the damages inflicted upon Banks and in addition to all the measure of relief to which Banks may properly be entitled herein, JetBlue should additionally be required to pay punitive damages as punishment for its discriminatory conduct in the further amount of Three Million (\$3,000,000) Dollars, in order to deter JetBlue and others similarly situated from engaging in such conduct in the future.

44. Banks, therefore, seeks compensatory damages in the first cause of action, including, among other things, the physical and emotional harm inflicted upon her in the sum of Two Million (\$2,000,000) Dollars, and an additional and further sum of Three Million (\$3,000,000) Dollars for punitive damages, making a total of Five Million (\$5,000,000) 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 AND FOR THE SECOND CAUSE OF ACTION ON
BEHALF OF BANKS AGAINST JETBLUE FOR
RETALIATION IN VIOLATION OF CHAPTER I, TITLE 8,
§8-107(7) OF THE ADMINISTRATIVE CODE OF THE CITY
OF NEW YORK**

45. Banks repeats, re-alleges and incorporates in full paragraphs 1 through 29 of this Complaint, as though fully set forth at length herein.

46. When Banks complained about the gender-based discriminatory treatment that she was subjected to by JetBlue, which is a protected activity under the New York City Human Rights Law, she was subjected to retaliation and further abuse, all of which adversely and severely impacted her position, career and well-being and was designed to punish her for having complained about the humiliating, sexually harassment she was forced to endure.

47. JetBlue was aware that Banks had engaged in a protected activity under the New York City Human Rights Law when she complained about the hostile environment but, nevertheless, retaliated against her for doing so.

48. In retaliation for complaining about the conduct of Mayo, and the hostile environment which JetBlue caused, permitted and allowed to exist in Banks' workplace, JetBlue, without basis or jurisdiction, refused to effectively investigate or address Banks' complaint in a timely and meaningful fashion, and then took adverse employment action against Banks.

49. JetBlue's adverse employment action consisted, in part, of ratifying and condoning a sexually hostile environment, and creating a scenario which would have forced Banks to take a demotion to physically minimize run-ins with Mayo and in an effort to be safe in the workplace, as well as allowing the harassment to intensify in the form of maligning Banks' sexual reputation and veracity, which adversely affected her income and had the effect of irreparably harming Banks' well-being due to the humiliation and degradation to which Banks was subjected and resulted in a significant loss to the quality of her life.

50. The retaliatory conduct and actions taken by JetBlue were causally connected to Banks' protected activity, i.e., protesting the sexual harassment and hostile environment created by JetBlue and to which Banks was subjected by JetBlue.

51. The hostile, abusive, demeaning and humiliating work environment resulting from the pattern and practice of retaliation to which Banks was subjected, unreasonably interfered with Banks' work and, therefore, altered the terms, conditions and privileges of her employment, some of which conduct is described herein, which is deemed reiterated and re-alleged, as though set forth at length herein.

52. Banks was caused to suffer and continues to suffer from the adverse effects of JetBlue's harassing and retaliatory course of humiliation and degradation, because she opposed the sexual harassment to which she was subjected by JetBlue, in violation of Banks' human rights under the law.

53. The aforementioned acts of JetBlue constitute unlawful discriminatory retaliation against Banks 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 the chapter applies to retaliate or discriminate in any manner against any person because such person has (i) opposed any practice forbidden under this chapter ...

54. As a direct and proximate result of JetBlue's violation of the New York City Human Rights Law, JetBlue is liable to Banks 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," based on the lodestar method as has been judicially established and accepted as a means of calculating attorney's fees, when they are properly available under the law, as they are here.

55. As a direct and proximate result of JetBlue's conduct complained of herein, and as alleged in this cause of action, as well as the conduct set forth in this complaint, Banks has been adversely affected in her employment and in her life's normal pursuits, and Banks believes that the injuries inflicted upon her as a direct result of the occurrences complained of herein have, and will continue to have, an irreparably devastating effect upon her well-being and the quality of her life, for which JetBlue should be required to pay Banks the amount of Two Million (\$2,000,000) Dollars in compensatory damages.

56. Here, the acts of JetBlue were done so clearly with reckless indifference in the face of a perceived risk that its actions would violate Banks' protected rights under the New York City

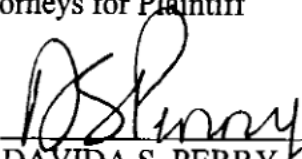
Human Rights Law, that, in addition to all the damage inflicted upon Banks and in addition to all the measure of relief to which Banks may properly be entitled herein, JetBlue should also be required to pay punitive damages as punishment for its discriminatory conduct in the further amount of Three Million (\$3,000,000) Dollars, in order to deter JetBlue and others similarly situated from engaging in such conduct in the future.

57. Banks, therefore seeks compensatory damages in the second cause of action, including among other things, for the physical and emotional harm inflicted upon here, as well as compensation for her medical costs, in the sum of Two Million (\$2,000,000) Dollars, and the additional and further sum of Three Million (\$3,000,000) Dollars for punitive damages, making a total of Five Million (\$5,000,000) Dollars, plus the cost of this action as well as reasonable attorney's fees on this cause of action based upon the lodestar method as has been judicially established and accepted when attorney's fees are not provided for under the law.

WHEREFORE, Banks demands judgment against JetBlue on the First Cause of Action in the sum of Two Million (\$2,000,000) Dollars in compensatory damages and the further and additional sum of Three Million (\$3,000,000) Dollars in punitive damages for a total of Five Million (\$5,000,000) Dollars, plus the costs of this action, reasonable attorney's fees under the lodestar method, as is permitted under the law, prejudgment interest in the first cause of action; and on the Second Cause of Action in the additional sum of Two Million (\$2,000,000) Dollars in compensatory damages and the further and additional sum of Three Million (\$3,000,000) Dollars in punitive damages for a total of Five Million (\$5,000,000) Dollars, plus attorney's fees under the lodestar

method as is permitted under the law, so that for both the first and the second causes of action Plaintiff seeks a total of Ten Million (\$10,000,000) dollars as specifically identified above, plus the costs of this action, prejudgment interest and reasonable attorney's fees, calculated upon the lodestar method, as permitted under the law, and for such relief as this Court deems just and proper.

SCHWARTZ & PERRY, LLP
Attorneys for Plaintiff

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

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

-----X
RENEE TERAN, née BANKS,

Plaintiff,

-against-

VERIFICATION

JETBLUE AIRWAYS CORPORATION,

Defendant.

-----X
STATE OF NEW YORK)
)ss.
COUNTY OF NEW YORK)

RENEE TERAN, being duly sworn, says:

I am a 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.

Renee M Teran
RENEE TERAN

Sworn to me this 12
day of February 2008

D Perry
NOTARY PUBLIC

DAVIDA S. PERRY
Notary Public, State of New York
No. 4987676
Qualified in Westchester County
Commission Expires Oct. 21, 2009

RENEE TERAN, née BANKS,

Plaintiff,

-against-

JETBLUE AIRWAYS CORPORATION,

Defendants.

SUMMONS & VERIFIED COMPLAINT

LAW OFFICES

Schwartz & Perry, LLP
Attorneys for

Plaintiff

Office and Post Office Address, Telephone

295 MADISON AVENUE

NEW YORK, NY 10017

(212) 889-6565

Signature (Rule 130-1.1-a)

Print Name Below
David S. Perry

Attorney(s) for

Service of a copy of the within

Dated,

Attorney(s) for

Sir:— Please take notice

NOTICE OF ENTRY

that the within is a (certified) true copy of a

duly entered in the office of the clerk of the within named court on

NOTICE OF SETTLEMENT

that an order

settlement to the Hon.

of which the within is a true copy will be presented for
one of the judges

Yours, etc.

Schwartz & Perry, LLP

Attorneys for

Office and Post Office Address

295 MADISON AVENUE

NEW YORK, NY 10017

Attorney(s) for

To