

SUPREME COURT OF THE STATE OF NEW YORK
NEW YORK COUNTY

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CARLOS FIGUEROA,	:	SUMMONS
	:	
Plaintiffs,	:	Index No.:
	:	
-against-	:	Plaintiff Designates
	:	New York County as
THE MINISTRY FOR FOREIGN AFFAIRS OF	:	Place of Trial
SWEDEN and SWEDEN'S NEW YORK MISSION	:	
TO THE UNITED NATIONS,	:	
	:	
Defendants.	:	
-----X	:	

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon plaintiff's attorney an answer to the complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York.


In the case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is that (i) Defendant Ministry for Foreign Affairs of Sweden's instrumentality, Sweden's New York Mission to the United Nations has an address at

885 Second Avenue, 46th Floor, New York, NY 10017 in New York County, (ii) the acts complained of occurred in New York County, and (iii) Plaintiff sustained the injuries complained of in New York County.

Dated: New York, York, New York
May 22, 2015

LAW OFFICE OF STANLEY CHINITZ

By: 
Stanley Chinitz
A Principal of the Firm
99 Park Avenue, Floor 26
New York, New York 10016
Tel. (212) 935-4611
Attorneys for Plaintiff
Carlos Figueroa

Defendants' Addresses:

Ministry for Foreign Affairs for Sweden

Regeringskansliet,
Utrikesdepartementet Malmtorgsgatan 3A, 103 39
Stockholm, Sweden

Sweden's New York Mission to the United Nations

885 Second Avenue, 46th Floor
New York, NY 10017

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 Defendants. :
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Index No.:

COMPLAINT

Plaintiff Carlos Figueroa, by his attorney, the Law Office of Stanley Chinitz, alleges claims against the Defendant The Ministry for Foreign Affairs of Sweden (the “Foreign Ministry”) and its instrumentality, Defendant Sweden’s New York Mission to the United Nations (“Sweden’s New York Mission” or the “Mission”), Plaintiff’s direct employer, (i) for national origin discrimination directed against him, and (ii) for severe personal injuries to Mr. Figueroa’s back and legs sustained performing work for the Defendants as directed by Defendant Mission, more particularly described below. The injuries were caused by the manner in which Defendant Mission directed Plaintiff to perform this work, in violation with the duty Defendants owed to him as his employer, and by Defendants’ failure to comply with their own statutorily-mandated rules with respect to directing the work of their own employees. Plaintiff alleges as follows:

The Parties

1. Plaintiff Carlos Figueroa (“Mr. Figueroa”) is a citizen of the United States, born in Mayaguez, the Commonwealth of Puerto Rico, on October 29, 1963. Mr. Figueroa resides at 3205 Randolph Place, Bronx, NY 10465.

2. Upon information and belief, Defendant Ministry for Foreign Affairs of Sweden is a constituent part of the government of Sweden with an office located at Regeringskansliet, Utrikesdepartementet Malm Morgsgatan 3A, 103 39 Stockholm, Sweden.

3. Upon information and belief, Defendant Sweden’s New York Mission to the United Nations is a constituent part and instrumentality of the Foreign Ministry, located at 885 Second Avenue, 46th Floor, New York, NY 10017.

Jurisdiction and Venue

4. This Court has jurisdiction over this case under 28 U.S.C. § 1602 because Plaintiff’s claims against Defendants arise from (i) illegal discriminatory conduct directed to him by Swedish employees of the Mission, and (ii) the physical injuries that he suffered as a result of Defendants’ tortious conduct directed at him. Plaintiff’s injuries arose in connection with Defendants’ commercial activities (employing Plaintiff to work as a chauffeur and office clerk) and Defendants’ tortious acts. Defendants’ acts and omissions, alleged herein, give rise to jurisdiction under both the tort and commercial activities exceptions to the Foreign Sovereign Immunity Act, 28 U.S.C. 1601, *et seq.*

5. This Court has personal jurisdiction over the parties because (a) upon information and belief, Sweden’s New York Mission, through which Plaintiff is employed, is located in the City, County, and State of New York, and (b) the claims

alleged herein arise from physical injuries and illegal discriminatory conduct directed against Plaintiff in the City of New York.

6. Venue is proper in this Court because (a) upon information and belief, Sweden's New York Mission, which employs Plaintiff, is located in the City, County, and State of New York, (b) the disputes raised herein involve Defendants' conduct directed against Plaintiff in the City, County and State of New York, and (c) Plaintiff sustained his injuries while working as an employee of Sweden's New York Mission, a constituent part and instrumentality of Defendant Foreign Ministry, in the City, County and State of New York. Section 503 (a) of the CPLR provides, in part, that the place of trial shall be in the county in which one of the parties resided when it was commenced.

The Facts

National Origin Discrimination: Defendants Violate New York State's and New York City's Human Rights Laws

7. Carlos Figueroa, an American citizen born in Puerto Rico, has been employed since January 9, 2006 by Sweden's New York Mission to the United Nations (again, "Sweden's New York Mission" or the "Mission") as a chauffeur and office clerk. Surprisingly, from almost the beginning of his employment by Sweden's New York Mission, Swedish-born employees of the Mission subjected him to abusive illegal discrimination based upon his Puerto Rican-American national origin.

8. Notwithstanding repeated complaints by Mr. Figueroa to senior officials at Sweden's New York Mission for **more than five years**, including to Asa Zinfandel Counsellor (Head of Chancery) (around September 2009), Administrator Ann-Sofie Dahl (around May 2013), Deputy Inspector Elisabeth Johannesson, Ministry of Foreign

Affairs, believed sent by Sweden's Ministry of Foreign Affairs to investigate the conditions of Mission employees (around May of 2013), Administrator Inga-Lena Bengtsson (January 2014), Ambassador Martin Grunditz (February 2014) and Administrator Gunilla Dahlin (February 2014), Mr. Figueroa has been subjected to an ongoing barrage of illegal discrimination based, among other things, upon his national origin and in retaliation for his taking required medical leave in accordance with law and Sweden's own administrative policy.

9. Unlike other Mission employees, Mr. Figueroa was excluded from Mission Staff Meetings. In addition, unlike all other Mission employees, Mr. Figueroa was not provided with the written Terms and Conditions that govern employment in Sweden's New York Mission or a copy of the written job description of the duties of his position, which he was shown in connection with his meeting with Deputy Inspector Johannesson, or even a copy of the written employment contract he entered into with Sweden's New York Mission, until April 17, 2015.¹ Indeed, Mr. Figueroa was **never** personally provided with the April 20, 2006 Terms and Conditions governing his relationship with Sweden's New York Mission.²

10. In addition, Mr. Figueroa has not yet obtained a copy of the written report by Deputy Inspector Johannesson that was generated in connection with her investigation of Sweden's New York Mission (the "Johannesson Investigative Report"). Upon information and belief, this report was required to be and was discussed with Mission personnel. It is believed that the Johannesson Investigative Report addresses the manner

¹ Upon information and belief, the failure within thirty (30) days to provide written information relating to employment to an employee constitutes a violation of Sweden's administrative law.

² Exhibit 1, April 20, 2006 Terms and Conditions of Employment for local employees at the Embassy of Sweden in Washington DC and the Swedish Permanent Mission to the United Nations in New York (Missions), hereinafter "Sweden's Governing Terms and Conditions").

in which local Mission employees like Mr. Figueroa are to be treated. Even in the absence of this report, nothing in the text of Sweden's Governing Terms and Conditions or the Clerk/Driver Job Description³ for the position that Mr. Figueroa was hired states that Mr. Figueroa's work includes assembling heavy furniture in the Ambassador's residence without required assistance, moving heavy furniture, or lifting and carrying heavy boxes without assistance, all of which the Mission required him to do.

11. Sweden's New York Mission has a history of discrimination against Hispanic and U.S. employees. At the time of Mr. Figueroa's hire, the Mission also employed another Hispanic-American, Gilbert Guzman, as a chauffeur. After the Mission ignored repeated complaints about discriminatory conduct directed to Mr. Guzman based upon his national origin he resigned around 2009. The Mission never replaced Mr. Guzman, leaving Mr. Figueroa to work shifts of up to eighteen hours. Ironically, Ambassador Grunditz subsequently tried but failed to force Mr. Figueroa to accept a flat salary, to deprive him of the resulting overtime compensation. Ambassador Grunditz also told Mr. Figueroa that he was "paid too much."

12. Below are examples of the discriminatory conduct directed at Mr. Figueroa by staff members of Sweden's New York Mission:

- 10/2007: Anna Pettersson, an Administrative Assistant, asked Mr. Figueroa, "What happened to the milk?" Mr. Figueroa responded he did not know and inquired whether she had asked anyone else. She responded, "No, Swedes don't steal!"
- 6/2008: Anna Pettersson asked Mr. Figueroa, "What happened to the wine and beer?" Mr. Figueroa confirmed that he was the first person questioned and stated that he did not know the answer to her question. A few moments later, Mission Administrator Asa Zinfandel also asked if he knew anything about the missing wine

³ Sweden's Vacancy Announcement for Mr. Figueroa's job position is annexed as Exhibit 2 of the Complaint. Hereinafter, the Vacancy Announcement is referred to as the "Clerk/Driver Job Description."

and beer. Mr. Figueroa again answered no. He noted that Sweden's Mission employs over fifty people working and asked if anyone else had been questioned. She likewise answered no.

- 4/2009: Secretary to the Ambassador Eva Lena Gustafsson told Mr. Figueroa that at a Mission Staff Meeting from which he was excluded some of the participants complained that he was lazy, did no work and was overpaid. It is believed that Ms. Gustafsson, who was aware of the facts, defended him at the meeting.
- 9/2009: Mr. Figueroa learned three years after he was hired that he was entitled to a yearly clothing allowance. He asked Administrator Zinfandel about the allowance. The answer? She had no idea why he had not been told about the allowance and stated that he could not be reimbursed for these expenses from prior years.
- 9/2010: As noted, during Mr. Figueroa's first meeting with Ambassador Grunditz, the Ambassador stated that Mr. Figueroa made too much money.
- 9/2012: Dissatisfied with the look of postage stamps that were the product of a meter repair by Mr. Figueroa, Christina Tillander, the Ambassador's new Administrative Assistant, rudely criticized him for the look of the stamp. A short while later Ms. Tillander returned and, in his presence, ranted about him in Swedish, contrary to the Mission's own policy of speaking in the native tongue of the host country when native workers were present. He subsequently learned that this diatribe attacked his performance and threatened economic consequences as a result of the "inadequate" stamping.
- 5/2013: Mr. Figueroa was asked to come into the Mission during a medical leave to speak with Deputy Inspector Elisabeth Johannesson from Sweden who was believed to be in New York to investigate staff complaints. He told her about the systemic discrimination to which he had been subjected. It is believed that Inga Lena Bengtsson, Cecilia Lindqvist and Raquel Ortigueira advised the inspector that discrimination was pervasive in the Mission. Deputy Inspector Johannesson's response to Mr. Figueroa: "Why don't you get another job?" The result: Continued discrimination.
- 2/2014: Anna Pettersson stated to Mr. Figueroa that "Spanish people" moved into an apartment in her building. Recurrently, over several weeks she asked him, "Why are 'Spanish people' so

loud,” and “Why do ‘Spanish people’ smoke pot and drink so much.” Mr. Figueroa finally discussed this issue with Ambassador Grunditz. His response: “You just took her comments the wrong way!” About two weeks later Anna Pettersson confronted him. “Who do you think they will side with? I am Swedish and you are not.”

Carlos Figueroa is Seriously Injured Because Of Defendant Mission’s Negligence: Defendant’s Conduct Also Violates New York State’s And New York City’s Human Rights Laws’ Reasonable Accommodations Requirements

The Accident

13. On or about Monday, May 7, 2012, Mr. Figueroa met with Asa Zinfandel, who managed the Mission and later that day with Ms. Zinfandel and Ambassador Grunditz, his ultimate “boss,” in Ms. Zinfandel’s office in the Mission. Ambassador Grunditz and Ms. Zinfandel desired to make a large furniture purchase for the residence of Sweden’s Ambassador to the U.N. Mission, located at 600 Park Avenue, New York, NY 10065 (the “Residence”). Upon information and belief, the Residence is believed to be owned by Sweden and serves as the residence of the various persons appointed to act as Sweden’s ambassador to the New York Mission to the United Nations.

14. As noted, a discussion ensued with the Ambassador in Ms. Zinfandel’s office, regarding the delivery of the furniture to the Mission and subsequent assembly of the same. To save costs, the Ambassador desired to have Mr. Figueroa pick up the furniture at an IKEA facility in Elizabeth, NJ, to deliver the furniture to the Residence and to thereafter assemble it. Mr. Figueroa looked at a picture of a Wardrobe (one of the pieces to be purchased) in an IKEA catalog and stated to Ambassador Grunditz and Ms. Zinfandel that two persons were required to assemble it. Ambassador Grunditz stated to him that the necessary help would be provided.

15. Mr. Figueroa also stated at this meeting that he could not collect, load and deliver the furniture to the Residence alone, to which the Mission ultimately agreed. Approximately three days later Mr. Figueroa and Ms. Zinfandel went to IKEA's Elizabeth, NJ, facility and placed the order for the furniture. It is believed that IKEA or an outside vendor used by IKEA subsequently made the delivery to the Residence.

16. On or around May 25, 2012, Mr. Figueroa seriously injured his back and legs in the Ambassador's Residence while performing furniture assembly work as directed by Defendant Mission. Ambassador Grunditz, who Mr. Figueroa chauffeured and to whom all Mission personnel ultimately reported, directed Mr. Figueroa to go to the Residence and to assemble and install heavy furniture, specifically believed to be either one or two Ikea PAX Wardrobes.

17. Although Ambassador Grunditz and Defendant Mission knew that Plaintiff was not a workman or carpenter and that the safe completion of the work required two workers for assembly, Defendant Mission did not provide the two workers necessary to assemble and install the furniture, resulting in a three-day project for Plaintiff, working alone. The PAX Wardrobe Assembly instructions specifically require that two workers assemble the Wardrobe, as depicted on no less than **seven** separate illustrations, including specifically the three illustrations depicting the hanging of wardrobe doors.⁴ During the process of hanging sliding doors on a Wardrobe, Mr. Figueroa fell from a 5' ladder and severely injured his back and legs, as more fully described below.

⁴ Exhibit 3, IKEA, HASVIK, Illustration ("Il.") 10, p. 12; Il. 15, p. 17, Il. 16, p. 18, Il. 15 (second illustration 15), p. 23, Il. 16 (second illustration 16), p. 24. *See also* p. 2 & Il. 9, p. 11.

18. Interestingly, the failure to provide assistance to a worker when more than one worker is required to safely perform such a task constitutes a violation of Sweden's own Work Environment Act (1977:1160), Ch. 3, § 2 ("The employer shall take all precautions necessary to prevent the employee from being exposed to illness or accidents. . . . **The employer shall consider the special risk of illness and accidents which may be entailed by an employee performing work alone.**"⁵

19. These injuries permanently impaired Mr. Figueroa's health, resulting so far in a surgical procedure known as a laminectomy (a type of back surgery used to relieve compression on the spinal cord in which the lamina (part of the bone that forms the vertebral arch in the spine) and/or bone spurs are removed),⁶ recurrent right- and left-sided hydrodissection treatments (a technique used to free up pinched nerves to decrease pain and inflammation due to chronic nerve compression by the use of fluid injected by a needle using ultrasound guidance to release a compressed nerve from its surrounding tissue), prescribed medications, including duloxetine (Cymbalta) and cyclobenzaprine (muscle relaxant) at night, treatment for sciatic nerve pain, referrals for counselling and psychiatric support for pain management and to cope the consequences of Plaintiff's injuries and two lengthy medical leaves of absence, from September 2013 through February 24, 2014 and again, from May 24, 2014 and continuing at the agreement of the parties.

20. On around December 17, 2012, in severe back and leg pain from continued effects of his May 25th injury at the Residence exacerbated by the long hours spent driving Ambassador Grunditz, Mr. Figueroa went to the Montefiore Medical

⁵ *Emphasis added.* See Exhibit 4 hereto, Non-official translation, Work Environment Act (1977:1160), amendments up to and including SFS 2005:396.

⁶ These structures can put pressure on the spinal cord or nerve roots.

Center's Einstein Campus Emergency Room.⁷ While in still in the emergency room he reported his injury to Defendant Sweden's New York Mission. Sweden's written direction to Mr. Figueroa by its Senior Administrative Officer Gilbert Aleman: Withhold the facts from the physicians treating him. Discovery is expected to show that Senior Administrative Officer Aleman told Mr. Figueroa to dissemble because Sweden's New York Mission does not carry Workers Compensation Insurance (and until recently did not carry any alternative form of coverage) to protect its workers against bodily harm and Sweden wished to avoid an uninsured Workers Compensation claim.

21. Specifically, in a series of text messages on December 17 and 18, 2012, Senior Administrative Officer Aleman stated:

The important thing is for you to say that you don't know how you got it and you don't mention work." Mr. Figueroa responded, "I haven't mention[ed] work but they ask what I do for a living." Mr. Aleman responded, "Work in an office." Mr. Figueroa: "So don't tell I drive." Mr. Aleman: "Just say don't know I do office clerk work. It could have happened anywhere." . . . Mr. Figueroa: "So you want me to lie." Mr. Aleman: "I sent you an email so check it. Lying and withholding all info are two different things. You are an office clerk aren't you? As it happens you don't need to lie. As much as we don't know the entire story behind your injury either."⁸

22. In 2013, while Mr. Figueroa was on medical leave, Christina Tillander, the Ambassador's Administrative Assistant, called him on a weekly basis and asked how long he would be away on leave. She stated that the pain could not be so bad as to preclude him from working. He referred her to his physician.

23. Upon his return from back surgery in February of 2014, Sweden's New York Mission granted Mr. Figueroa the following reasonable

⁷ Ambassador Grunditz's schedule sometimes required that Mr. Figueroa sit in the Embassy car for up to eighteen hours at a time.

⁸ Exhibit 5.

accommodations for a three-month period: Mr. Figueroa was to abstain from lifting heavy boxes, furniture and luggage and to not sit in the Mission car for long periods. His work hours were to be from 9:00 a.m. to 5:00 p.m. Within three weeks Sweden's New York Mission violated and ignored these agreed-upon reasonable accommodations, exacerbating Mr. Figueroa's medical condition. As noted, Mr. Figueroa was thereafter forced to take a second medical leave of absence on May 24, 2014.

24. As recently as February 6, 2015, while Mr. Figueroa was on medical leave in accordance with Sweden's New York Mission's policy, Administrator Gunilla Dahlin wrote to him stating, "As you know, you have been on leave since May 2014, and with your new projected date of return that will continue until May of this year or about one year. While we certainly know and appreciate that you would rather be well and at work, as we would like to have you, we are not certain how much longer we can hold your position for you." It is believed that Defendant implicitly threatened Mr. Figueroa in retaliation for his exercising his right to take necessary medical leave.⁹

25. Finally, and shockingly, it is believed that Sweden reacted to its potential financial exposure to Mr. Figueroa's injury and potential disability by purporting to **change** the Terms and Conditions. Specifically, under Sweden's Governing Terms and Conditions, until May 1, 2015 applicable to non-Swedish employees employed by the Mission, it appears that Mr. Figueroa was entitled to **unlimited sick leave**, during which time Sweden paid him 80% of his salary

⁹ Brett G. Toresdahl, M.D.'s February 11, 2015 letter, provided to the Mission, documents that Mr. Figueroa's leave was medically necessary.

(Sweden's Governing Terms and Conditions, §§ 8-9).¹⁰ Because workers were not covered by Workers Compensation Insurance, "the Ministry for Foreign Affairs will consider compensation for occupational injuries in each individual case." (*Id.*, § 13).

26. Under the Terms and Conditions promulgated on May 1, 2015, sick leave is limited to 364 days in 450 days at 75% of calendar day salary.¹¹ It is believed that discovery will show that Sweden altered the Terms and Conditions to deprive Mr. Figueroa of the income that he uses to support himself and his family.

FIRST CAUSE OF ACTION
For Personal Injury

27. Plaintiff incorporates each and every allegation in the foregoing paragraphs as if fully set forth herein.

28. On or about May 25, 2015, Plaintiff was injured while assembling and installing heavy furniture, work that required at least two workmen. Although Plaintiff told Ambassador Grunditz that two workers were required to assemble the type of Wardrobe in question, requested that an additional worker be assigned and was told that an additional worker would be provided, and Ambassador Grunditz and Defendant Mission knew that Plaintiff was not a workman or carpenter, and that the safe completion of the work required two workers for assembly, Defendant Mission did not provide the two workers necessary to assemble and install the furniture. Instead, Ambassador

¹⁰ Exhibit 1 hereto.

¹¹ 5/1/15 Terms and Conditions, § 12, Exhibit 6 hereto. The Mission now provides Worker's compensation benefits through private insurance for employees for job-related injury or illness. *Id.*, § 15. Plaintiff respectfully reserves the right to seek leave to amend the Complaint to allege claims related to the adverse employment action expected as a result of Defendant's *ex post facto* adoption of the revised Terms and Conditions, believed adopted to deprive Plaintiff of the benefits he is currently receiving under Sweden's Terms and Conditions.

Grunditz directed Mr. Figueroa complete this work without assigning the second required workman. Afraid and unwilling to lose his job and at the same time trying as best he could to carry out his employer's instructions, Plaintiff worked alone on the assembly of one or possibly two Wardrobe cabinets. While attempting alone to hang the sliding doors of a Wardrobe, Plaintiff fell from a 5' ladder, and severely and permanently injured his back, resulting also in severe leg pains.

29. Defendant Mission owed Plaintiff, its employee, a duty of care to provide a safe working environment and with the means to safely complete the work to which Defendant assigned to him, including by providing the number of workers necessary to safely complete the work that it assigned. Defendant also owed Plaintiff a statutorily mandated duty to consider the special risk of accidents which may be entailed by an employee performing work alone, as set forth in Sweden's Work Environment Act (1977:1160), Ch. 3, § 2.¹² Defendant knew or should have known that Plaintiff could not assemble this heavy furniture unassisted but nevertheless directed Plaintiff to do so, disregarding Plaintiff's request for assistance, its own assurance that another worker would be provided and violating its Work Environment Act. In so doing Defendant deviated from the standard of care exercised by a reasonably prudent and careful employer in the circumstances presented. Defendant Mission's failure to assign the second required worker proximately caused Plaintiff's injury.

30. Indeed, it is believed that when Ambassador Grunditz was asked why he directed Mr. Figueroa to perform this work unassisted, he told Mission Receptionist Cecilia Lindquist with a smile that he did so "because it was cheaper."

¹² See Exhibit 4.

31. As a direct result of Defendant's negligent and indeed willful failure to assign the requested and promised worker to work with Plaintiff as required to safely complete the work that it directed Plaintiff to perform, Plaintiff has been damaged in an amount to be determined by a jury but believed to exceed \$1,350,000.

SECOND CAUSE OF ACTION
(For Violation of § 8-107 (1) (a) of the New York City Human Rights Law)
National Origin-Based Discrimination

32. Plaintiff incorporates each and every allegation in the foregoing paragraphs as if fully set forth herein.

33. Plaintiff was the victim of illegal national origin discrimination described above, in violation of § 8-107 (1) (a) of New York City's Human Rights Law, in that, unlike Swedish employees of Sweden's New York U.N. Mission, Plaintiff was excluded from Mission staff meetings, excluded, against Sweden's own rules, from conversations with other mission employees who elected to discuss matters in his presence and relating to him in Swedish, and treated in a disparate and discriminatory manner that included, but was not limited to, being singled out on the basis of his national origin as a thief, lazy and a person associated with loud drunks and pot-smokers.

34. As a direct consequence of Defendant's violation of the New York City Human Rights law, Plaintiff has been damaged in an amount to be determined by a jury but believed to exceed \$200,000.00.

THIRD CAUSE OF ACTION
(For Violation of N.Y. Exec. L. § 296 (1) (a))
National Origin-Based Discrimination

35. Plaintiff was the victim of illegal national origin discrimination described above, in violation of § 296 (1) (a) of New York State's Human Rights Law, in that,

unlike other Mission employees, unlike Swedish employees of Sweden's New York U.N. Mission, Plaintiff was excluded from Mission staff meetings, excluded, against Sweden's own rules, from conversations with other mission employees who elected to discuss matters in his presence and relating to him in Swedish, and treated in a disparate and discriminatory manner that included, but was not limited to, being singled out on the basis of his national origin as a thief, lazy and a person associated with loud drunks and pot-smokers.

36. As a direct consequence of Defendants' violation of the New York State Human Rights law, Plaintiff has been damaged in an amount to be determined by the jury but believed to exceed \$200,000.00.


WHEREFORE, Plaintiff requests that a judgment be entered against Defendants:

- A. With respect to the First Cause of Action, awarding Plaintiff monetary damages in an amount to be determined by the Court but believed to exceed \$1,350,000;
- B. With respect to the Second Cause of Action, awarding Plaintiff monetary damages in an amount to be determined by the Court but believed to exceed \$200,000.00.
- C. With respect to the Third Cause of Action, awarding Plaintiff monetary damages in an amount to be determined by the Court but believed to exceed \$200,000.00;
- D. Awarding Plaintiff punitive damages in an amount to be determined by the Court in accordance with § 8-502 (a) of the New York City Human Rights Law;

- E. Awarding Plaintiff reasonable attorney's fees and costs in accordance with § 8-502 (f) of the New York City Human Rights Law; and
- F. Granting such other and further relief as the Court deems just and proper.

Dated: New York, York, New York
May 22, 2015

LAW OFFICE OF STANLEY CHINITZ

By: 
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Attorneys for Defendant
Sweden's New York Mission to the United Nations

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Defendants. :
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SUMMONS AND COMPLAINT

Part – 130 SIGNING REQUIREMENT

Pursuant to Section 130-1.1-a of
the Rules of the Chief
Administrator (22NYCRR).

By: 
Stanley Chinitz, Esq

Dated: May 28, 2015

Yours, etc.

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