

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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DENISSE VILLALTA,

Plaintiff,

COMPLAINT

Docket No.: 16-cv-2772

-against-

JS BARKATS P.L.L.C., and SUNNY BARKATS,
an individual,

JURY TRIAL DEMANDED

Defendants.

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DENISSE VILLALTA (“Plaintiff”), by and through her attorneys, BORRELLI & ASSOCIATES, P.L.L.C., as and for her Complaint in this action against JS BARKATS P.L.L.C., (“JSB”), and SUNNY BARKATS, an individual, (together as “Defendants”), alleges upon knowledge as to herself and her own actions and upon information and belief as to all other matters as follows:

NATURE OF CASE

1. This is a civil action based upon willful violations that the Defendants committed of Plaintiff’s rights guaranteed to her by: (i) Title VII of the Civil Rights Act of 1964, as amended (“Title VII”); (ii) Title 8 of the Administrative Code of the City of New York, also known as the New York City Human Rights Law (“NYCHRL”); and (iii) any other claim(s) that can be inferred from the facts set forth herein.

2. Plaintiff, a former two-day employee of Defendants, a Manhattan law firm and its managing partner, brings this action to seek redress for the Defendants’ egregious and repulsive gender discrimination, in the form of *quid pro quo* and hostile work environment sexual

harassment, which led to the constructive termination of her employment. Specifically, Defendant Barkats exploited Plaintiff, who was nineteen years old at the time, by: forcing her to strip naked, have sexual intercourse with him, and swallow his semen during her job interview in exchange for Defendants offering Plaintiff a position of employment; promising Plaintiff promotions, gifts, and a Manhattan apartment if she continued to be “obedient” and/or acquiesce in his requests for sexual favors; forcing her to have sexual intercourse with him, perform oral sex on him, lick his anus, and swallow his ejaculation during work hours on her first day of employment; and threatening her employment when she refused to get tested for sexually transmitted diseases prior to coming into work the following day. The culmination of these events caused Plaintiff’s constructive termination after her second day of work.

JURISDICTION AND VENUE

3. The jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1331, as this action arises under 42 U.S.C. §2000(e), *et seq.* The supplemental jurisdiction of this Court is invoked pursuant to 28 U.S.C. § 1367 over all state law claims.

4. Venue is appropriate in this Court pursuant to 28 U.S.C. § 1391(b)(2), as a substantial part of the events or omissions giving rise to the claims for relief occurred within this judicial district.

EXHAUSTION OF ADMINISTRATIVE REMEDIES

5. On March 9, 2015, Plaintiff filed a Charge of Discrimination (“Charge”) with the United States Equal Employment Opportunity Commission (“EEOC”), EEOC Charge No. 520-2015-01598, against Defendant JSB based on gender discrimination in violation of, *inter alia*, Title VII.

6. On January 21, 2016, the EEOC issued Plaintiff a “Notice of Right to Sue.” Plaintiff has commenced this action within ninety days of receipt of that notice from the EEOC.

PARTIES

7. At all relevant times herein, Plaintiff was a “person” and an “employee” entitled to protection as defined by Title VII and the NYCHRL.

8. At all relevant times herein, Defendant JSB was and is a New York Professional Limited Liability Company, with its principal place of business located at 18 East 41st Street, New York, New York 10017.

9. At all relevant times herein, Defendant Barkats was and is the founding and managing partner of JSB and Plaintiff’s supervisor during her employment at JSB. He also hired Plaintiff and caused her constructive termination.

10. At all relevant times herein, Defendant JSB “employs” fifteen and thus four or more “employees,” and is thus an “employer” within the meaning of Title VII and the NYCHRL, while Defendant Barkats is an “employer” and “person” within the meaning of the NYCHRL.

BACKGROUND FACTS

11. Defendant Barkats, a married man, is the founding partner of Defendant JSB, a Manhattan-based law firm that employs over twenty attorneys and has several practice areas. On JSB’s website, Defendant Barkats promotes himself as being one of the “top corporate and securities attorneys,” while JSB boasts that it is a “national leader” in its chosen fields.

12. On October 27, 2014, Plaintiff applied for a Receptionist/Personal Assistant position at JSB that she saw on www.craigslist.com.

13. That same day, Plaintiff received a response from Maria Flores, a Receptionist at JSB, who scheduled Plaintiff’s interview at JSB for October 29, 2014.

14. On October 29, 2014, Plaintiff interviewed at JSB for the Receptionist/Personal Assistant position.

15. Shortly after her initial interview with a female employee at JSB, Defendant Barkats summoned Plaintiff into his private office for a second interview.

16. Five minutes into the interview, Defendant Barkats asked Plaintiff to lock his office door. Confused by the request, Plaintiff obeyed the directive.

17. Thereafter, Defendant Barkats ordered Plaintiff to strip naked, claiming that he wanted to see if she would be “obedient.”

18. Intimidated and nervous by the coercive circumstances, Plaintiff complied with Defendant Barkats’s demand and began disrobing in front of him.

19. Once completely naked, Defendant Barkats forced Plaintiff to bend over, and he began performing oral sex on her from behind. Following this, Defendant Barkats unzipped his pants, pulled out his penis, and proceeded to have sexual intercourse with Plaintiff.

20. During the act, Defendant Barkats informed Plaintiff that she now belonged to him and that she would be required to have a “threesome” with him and his wife, and he then proceeded to force Plaintiff to perform oral sex on him and swallow his ejaculation, explaining that she would need to do so if she wanted the job.

21. At the time of these incidents, Plaintiff was an indebted, nineteen-year-old college student without health benefits. Plaintiff required a full-time job to pay thousands of dollars for her college tuition and to purchase health insurance. For those reasons, Plaintiff completed the assigned “tasks.” In exchange, Defendant Barkats offered Plaintiff the job, along with a starting salary of \$30,000.00 per year and extensive health benefits. In addition, Barkats promised that

he would personally mentor Plaintiff and promote her to a paralegal position in a few months so that she could earn a higher salary if she remained “obedient.”

22. Plaintiff reluctantly accepted the job offer.

23. The next day, on October 30, 2014, Plaintiff reported to her first day of work and began training with Flores.

24. When Defendant Barkats arrived to the office that day, he summoned Plaintiff to his office and informed Plaintiff that if she continued to do as he said, he would make sure that she could live a “comfortable life,” and even offered to rent her a Manhattan apartment for her exclusive use. Defendant Barkats also gave Plaintiff forty dollars in cash, permitting her to leave work for a short period of time to purchase a new shirt.

25. Shortly thereafter, Defendant Barkats beckoned Plaintiff into his office again by stating that he had some work tasks for her to perform, and then directed Plaintiff to lock the door. Though Defendant Barkats was on the phone with a client when Plaintiff entered, he muted the phone call, directed Plaintiff to sit on the chair in front of him, and ordered her to “start playing with [her]self” so that he could watch. Barkats then unzipped his pants and began to masturbate.

26. Next, while Defendant Barkats continued to remain on the phone call with his client, Barkats again muted the call momentarily to instruct Plaintiff to perform oral sex on him. Shortly thereafter, Defendant turned around, bent over, presented Plaintiff his bare buttocks, and directed Plaintiff to “clean [his] ass,” gesturing that she should do so with her mouth.

27. A few minutes later, Defendant Barkats ended the phone call with his client and forced Plaintiff to have sexual intercourse with him. While penetrating her, Defendant Barkats

began to forcefully choke and threaten Plaintiff, stating: “If I catch you with someone else, I will kill you. You belong to me.”

28. As Defendant Barkats proceeded to have sexual intercourse with Plaintiff, another attorney at JSB unexpectedly knocked on the door. Defendant Barkats abruptly stopped having sexual intercourse with Plaintiff, pushed her aside, and quietly directed Plaintiff to get dressed while he scrambled to put his own pants back on.

29. While attempting to hastily get dressed, Defendant Barkats also whispered to Plaintiff that she should “role play” and “play along with [him].” To create the charade that he was discussing work assignments with Plaintiff, Defendant Barkats loudly began to issue nonsensical orders to Plaintiff, such as “if they bounce, check them off.”

30. As Plaintiff hurriedly exited Barkats’s office and returned to her desk, she overheard the attorney who knocked on Defendant Barkats’s door explaining to Flores that the door had been suspiciously locked.

31. Later that same day, Defendant Barkats approached Plaintiff when she was alone and ordered her to undergo testing for sexually transmitted diseases before coming into work the next day, stating that he was concerned that Plaintiff may have an “STD” or “HIV.”

32. The next day when Plaintiff reported to work, Defendant Barkats asked Plaintiff the results of her STD testing. When Plaintiff began to explain that she did not comply with his request, Defendant Barkats ordered her to go to the doctor by 4:00 p.m. that day or else he would terminate her employment.

33. Humiliated, exploited, and unable to put up with Defendant Barkats’s treatment of her any longer, Plaintiff pretended to leave the office to attend a doctor’s appointment. She never returned.

34. Though Plaintiff did not go to a doctor to get tested for sexually transmitted diseases as Defendant Barkats ordered, Plaintiff immediately sought medical attention in the form of therapy and counseling at a local clinic for the emotional distress that she suffered as a result of Defendants' conduct.

35. Later that same day, Defendant Barkats contacted Plaintiff via text message multiple times, inviting her to come back to the office and/or meet him for dinner. Plaintiff did not respond.

36. Shortly thereafter, Defendant Barkats requested that Flores attempt to contact Plaintiff. Flores attempted to call Plaintiff, and she then emailed Plaintiff on Defendant Barkats's behalf, stating: "Mr. B just want to know if you are okay? Can you please call or email him to let him know as soon as possible, thanks." Plaintiff again did not respond.

37. Undeterred, Defendant Barkats continued to send Plaintiff threatening text messages designed to coerce her to come and see him. Indeed, at one point, Defendant Barkats texted Plaintiff a menacing photograph of himself holding a steak knife.

38. Feeling threatened by the photograph and reminded of the fact that a day earlier, Defendant Barkats had choked Plaintiff and stated that Plaintiff belonged to him and that he would kill her, Plaintiff feared that she angered Defendant Barkats by ignoring his texts and decided to respond to his text messages by making excuses as to why she could not meet Defendant Barkats.

39. Defendant Barkats continued to attempt to contact Plaintiff on her cellular phone several times throughout the day, as well as over the weekend. Plaintiff ignored his phone calls.

40. When Plaintiff did not return to work on Monday, November 3, 2014, Flores and Defendant Barkats both attempted to call Plaintiff. She did not answer.

41. Thereafter, Defendant Barkats made several additional attempts to contact Plaintiff, most recently as August 17, 2015, via text message as well as through Facebook messages. Plaintiff has not responded.

FIRST CLAIM FOR RELIEF AGAINST DEFENDANT JSB
Gender Discrimination and Harassment in Violation of Title VII

32. Plaintiff repeats, reiterates, and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

33. Defendant JSB, through its agent Defendant Barkats, discriminated against Plaintiff on the basis of her gender, in violation of Title VII, by creating, fostering, condoning, accepting, ratifying, and/or negligently failing to prevent or remedy a hostile work environment that included, among other things, severe or pervasive harassment of Plaintiff based on her gender, and by subjecting Plaintiff to *quid pro quo* sexual propositions in exchange for benefits of employment.

34. As also described above, Defendant JSB, through its agent Defendant Barkats, constructively terminated Plaintiff's employment on the basis of her gender.

35. As a direct and proximate result of Defendant JSB's unlawful discriminatory conduct in violation of Title VII, Plaintiff has suffered, and continues to suffer, economic loss, for which she is entitled to an award of monetary damages and other relief.

36. As a direct and proximate result of Defendant JSB's unlawful discriminatory conduct in violation of Title VII, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, for which she is entitled to an award of monetary damages and other relief.

37. Defendant JSB's unlawful discriminatory actions constitute malicious, willful, and wanton violations of Title VII, for which Plaintiff is entitled to an award of punitive damages.

SECOND CLAIM FOR RELIEF AGAINST DEFENDANTS
Sex Discrimination and Harassment in Violation of the NYCHRL

38. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth above with the same force and effect as if more fully set forth herein.

39. As described above, Defendants discriminated against Plaintiff on the basis of her sex, in violation of the NYCHRL, by treating Plaintiff less well with respect to the terms and conditions of her employment by subjecting her to a hostile work environment, denying her the opportunity to work in an employment setting free of unlawful discrimination, and subjecting Plaintiff to *quid pro quo* sexual propositions in exchange for benefits of employment.

40. As also described above, Defendants constructively terminated Plaintiff's employment on the basis of her sex.

41. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, economic loss, for which she is entitled to an award of monetary damages and other relief.

42. As a direct and proximate result of Defendants' unlawful discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, including, but not limited to, depression, humiliation, embarrassment, stress and anxiety, loss of self-esteem and self-confidence, and emotional pain and suffering, for which she is entitled to an award of monetary damages and other relief.

43. Defendants' unlawful discriminatory actions constitute malicious, willful, and wanton violations of the NYCHRL, for which Plaintiff is entitled to an award of punitive damages.

DEMAND FOR A JURY TRIAL

44. Pursuant to the Federal Rules of Civil Procedure 38(b), Plaintiff demands a trial by jury on all claims in this action.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment against Defendants as follows:

A. A judgment declaring that the practices complained of herein are unlawful and in willful violation of the aforementioned United States and New York City laws;

B. Preliminary and permanent injunctions against Defendants and their officers, owners, agents, successors, employees, representatives, and any and all persons acting in concert with them, from engaging in each of the unlawful practices, policies, customs, and usages set forth herein;

C. An order restraining Defendants from any retaliation against Plaintiff for participating in this lawsuit in any form;

D. Granting Plaintiff the damages that she has sustained as a result of the Defendants' discriminatory conduct, including general and special damages for past and future lost compensation and benefits that she would have received but for the Defendants' conduct, including but not limited to back pay and front pay;

E. Granting an award of damages to be determined at trial to compensate Plaintiff for emotional distress and/or mental anguish in connection with her claims;

F. Granting an award of damages to be determined at trial to compensate Plaintiff for harm to her professional and personal reputations and loss of career fulfillment in connection with her claims;

G. Granting an award of punitive damages, to the extent permitted by law, commensurate with the Defendants' ability to pay;

H. Granting an award of reasonable costs and disbursements incurred in connection with this action, including reasonable attorneys' fees, expert witness fees, and other costs;

I. Granting an award of pre-judgment and post-judgment interest, as provided by law; and

J. Granting such other and further relief as this Court deems just and proper.

Dated: Great Neck, New York
April 13, 2016

Respectfully submitted,
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By: _____

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