

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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DANIEL G. COYLE,

Plaintiff,

Case No: 16-CV-4052

-against-

**COMPLAINT**

CANTO DESIGN CONSULTANTS, LLC and  
JOANNE DEL PRETE-ROSTEN,

**Jury Trial Demanded**

Defendants.  
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Plaintiff, Daniel G. Coyle (“Plaintiff” or “Mr. Coyle”), by his attorneys, THE SELTZER LAW GROUP P.C., files this Complaint against Defendants Canto Design Consultants, LLC (“Canto”) and Joanne Del Prete-Rosten (“Ms. Del Prete-Rosten” or “Defendant Del Prete-Rosten”)(collectively, “Defendants”):

**PRELIMINARY STATEMENT**

1. Plaintiff makes claims of sexual harassment, hostile work environment, retaliation, promissory estoppel and unjust enrichment against Defendants.
2. Ms. Del Prete-Rosten, Canto’s Chief Executive Officer and one of its principal owners, repeatedly subjected Mr. Coyle to unwelcome sexual behavior and misconduct, to which he objected.
3. Canto terminated Mr. Coyle’s employment after he complained about being subjected to sexual harassment and a hostile work environment in late April 2014, merely one week after Mr. Coyle informed Ms. Del Prete-Rosten of his intent to make a complaint of sexual harassment against her.

4. In addition, although Defendants promised Mr. Coyle a ten percent interest in Canto in exchange for his service as the company's Chief Operating Officer ("COO"), Defendants have not provided him with his interest in the company.
5. Such conduct was in violation of the laws of the City of New York, including but not limited to, the New York City Human Rights Law, the Local Civil Rights Restoration Act of 2005 (Local Law No. 85 of the City of New York [2005], New York City Administrative Code § 8-107(a)(1), (6) and (7), et seq., New York City Administrative Code § 8-130, et seq., and the laws of the State of New York, including but not limited to, New York State Executive Law 296(a)(1), (6) and (7), et seq.
6. Plaintiff seeks appropriate monetary relief as well as appropriate equitable and other relief to redress the wrongdoing complained of herein.

**STATEMENT PURUANT TO LOCAL RULE 9**

7. For purposes of complying with Local Rule 9, Plaintiff states that he has no corporate parent, subsidiary or affiliate and that there are no other interested parties.

**JURISDICTION AND VENUE**

8. Plaintiff invokes this Court's jurisdiction pursuant to 28 U.S.C. § 1332 as the amount in controversy exceeds \$75,000.00, and Plaintiff and Defendants are citizens of different states.
9. Venue is proper in this District, pursuant to 28 U.S.C. § 1391(b), because the conduct giving rise to this action occurred in this District and because Defendants reside in this District.

**EXHAUSTION OF ADMINISTRATIVE REMEDIES**

10. On August 12, 2014, Mr. Coyle filed a Complaint with the New York State Division of Human Rights, alleging discrimination and retaliation in violation of Article 15 of the New York State

Executive Law §§296 and 297, as well as the New York City Human Rights Law (“Administrative Complaint”).

11. On March 27, 2015, Joyce Yearwood-Drury, New York State Division of Human Rights, Director of the Office of Sexual Harassment, dismissed the Administrative Complaint and annulled Mr. Coyle’s election of remedies (“Annulment of Remedies”).
12. New York State Division of Human Rights issued the Annulment of Remedies at Mr. Coyle’s request.

### **PARTIES**

13. Plaintiff Daniel Coyle is a natural person residing in the Denton County in the State of Texas.
14. Defendant Canto is a limited liability company that designs and manufactures clothing with a principal place of business at 433 East 74<sup>th</sup> Street, #4A, New York, New York 10021.
15. Defendant Del Prete-Rosten, a natural person who resides in the State of New York, is Canto’s Chief Executive Officer and one of its principal owners.

### **STATEMENT OF FACTS**

16. Canto employed Mr. Coyle as the company’s COO from June 2013 through late April 2014.
17. Mr. Coyle first met Ms. Del Prete-Rosten on May 14, 2013 at a Signature Car Collection event at Pocono Raceway in Pennsylvania.
18. Mr. Coyle was a driving instructor at this event during which he drove individuals around a race track in exotic cars at racing speed.
19. Ms. Del Prete-Rosten was one of Mr. Coyle’s passengers that day.
20. Ms. Del Prete-Rosten immediately pursued Mr. Coyle romantically.
21. Ms. Del Prete-Rosten and Mr. Coyle engaged in sexual relations on two occasions.
22. At the time, Mr. Coyle was unaware that Ms. Del Prete-Rosten was married.

23. Mr. Coyle did not have a romantic or sexual relationship with Ms. Del Prete-Rosten while he was a Canto employee.
24. Shortly after Mr. Coyle's introduction to Ms. Del Prete-Rosten, she asked him if employment with Canto interested him.
25. During Ms. Del Prete-Rosten and Mr. Coyle's discussions concerning this potential opportunity, Mr. Coyle unequivocally informed Ms. Del Prete-Rosten that if he was to consider working for Canto, their relationship must be solely professional.
26. Ms. Del Prete-Rosten confirmed that their relationship would be strictly professional.
27. Mr. Coyle has not been romantically or sexually involved with Ms. Del Prete-Rosten since May 30, 2013.
28. Ms. Del Prete-Rosten offered Mr. Coyle the COO position.
29. Mr. Coyle accepted the COO position conditioned upon his agreement with Ms. Del Prete-Rosten that their relationship would be strictly professional.
30. Mr. Coyle began working for Canto in early June 2013.
31. Ms. Del Prete-Rosten personally recruited and hired Mr. Coyle for the position of COO at Canto.
32. At all times during Mr. Coyle's employment, Ms. Del Prete-Rosten was his immediate supervisor.
33. At all times during Mr. Coyle's employment, he directly reported to Ms. Del Prete-Rosten.
34. Ms. Del Prete-Rosten exercised control over the terms and conditions of Mr. Coyle's employment.
35. Ms. Del Prete-Rosten had the power to hire and terminate Mr. Coyle.
36. Ms. Del Prete-Rosten determined Mr. Coyle's rate and method of pay.

37. Ms. Del Prete-Rosten determined Mr. Coyle's work schedules.
38. In late June 2013, Mr. Coyle signed a formal agreement to serve as Canto's COO.
39. Shortly thereafter, Mr. Coyle and Canto agreed that he would have a ten percent ownership interest in Canto.
40. Mr. Coyle and Canto also agreed that Mr. Coyle would receive a weekly salary of \$1,000.00.
41. Ms. Del Prete-Rosten also paid Mr. Coyle an additional \$200.00 weekly cash payment, which she told him to use for a new car.
42. Mr. Coyle's ideas, input and labor have significantly helped create over one million dollars in value for the company.
43. It is standard in the fashion industry for a company COO to receive an annual salary of at least \$200,000.00.
44. Mr. Coyle elected to accept a much lower salary in exchange for a ten percent equity in Canto.
45. In early October 2013, during a company meeting in which Ms. Del Prete-Rosten's spending habits were discussed, including her spending \$70,000.00 in connection with the Project Magic trip, Mr. Coyle voluntarily agreed to reduce his weekly salary from \$1,000.00 to \$700.00.
46. During this meeting, Canto confirmed Mr. Coyle's ten percent ownership interest in the company.
47. Mr. Coyle explicitly informed Canto's principals that he was agreeing to this salary reduction because he had a vested long-term interest in the company as a shareholder.

48. Mr. Coyle would not have agreed to reduce his salary if he had not owned shares in Canto.
49. At or about the time that he entered into a formal agreement to become Canto's COO, Mr. Coyle learned that Peter Rosten, Canto's Chief Investment Officer, was Ms. Del Prete-Rosten's husband.
50. When Mr. Coyle learned that Ms. Del Prete-Rosten was married, he reiterated to her that they would only have a business relationship moving forward.
51. Mr. Coyle explicitly told Ms. Del Prete-Rosten that he would never engage in sexual activity with her again.
52. As COO, Mr. Coyle created an overall infrastructure for Canto and developed a budget for company operations.
53. Mr. Coyle also hired three employees for the company, adding much needed social media and public relations professionals.
54. During Mr. Coyle's employment, he was alarmed to learn that Canto paid all company employees on a form 1099 independent contractor basis, rather than on a form W2 basis, for taxation purposes.
55. On several occasions, Mr. Coyle specifically told Ms. Del Prete-Rosten, Peter Rosten, Anthony Del Prete (Mrs. Rosten's brother), that it was unlawful to designate company employees as 1099 independent contractors.
56. Mr. Coyle made these complaints because he wanted to protect the company, including his ten percent ownership interest, from legal liability.
57. Ms. Del Prete-Rosten behaved in a professional manner towards Mr. Coyle during the first week or two of his employment with Canto.

58. After this initial period, however, Ms. Del Prete-Rosten once again attempted to pursue Mr. Coyle romantically and sexually.
59. Ms. Del Prete-Rosten made sexual advances toward Mr. Coyle on approximately two or three occasions monthly for approximately six months.
60. Ms. Del Prete-Rosten told Mr. Coyle, "I could love somebody like you."
61. Mr. Coyle rebuffed all of Ms. Del Prete-Rosten's sexual overtures and advances.
62. Mr. Coyle also personally witnessed Ms. Del Prete-Rosten make sexual advances toward another Canto employee, Otis Duffy ("Mr. Duffy"), who handled sales for the company.
63. From August 16, 2013 through August 23, 2013, Mr. Coyle traveled to Las Vegas for a Canto business trip, along with Ms. Del Prete-Rosten, Mr. Duffy and a few Canto employees.
64. Because this was a Canto business trip, all related expenses, including hotel accommodations, were paid for by the company.
65. During this trip, Mr. Coyle shared a hotel room with Mr. Duffy and another individual with the knowledge and consent of Ms. Del Prete-Rosten.
66. This hotel room was connected to Ms. Del Prete-Rosten's hotel suite.
67. Late one evening, while Mr. Coyle and his two roommates were sleeping, Ms. Del Prete-Rosten barged into his room unannounced.
68. Ms. Del Prete-Rosten was noticeably intoxicated and wearing only her underwear.
69. Ms. Del Prete-Rosten jumped into the bed that Mr. Duffy and Mr. Coyle were occupying.
70. Ms. Del Prete-Rosten then lay on top of Mr. Coyle and Mr. Duffy.
71. While Ms. Del Prete-Rosten was on top of Mr. Coyle and Mr. Duffy, Ms. Del Prete-Rosten grabbed Mr. Coyle's genitals.

72. During this business trip, Ms. Del Prete-Rosten, Mr. Coyle and other company employees went to a night club.
73. While Mr. Coyle was dancing with a woman, Ms. Del Prete-Rosten aggressively pushed him out of the way and kissed this woman.
74. Ms. Del Prete-Rosten intended her sexual behavior to demonstrate her power over Mr. Coyle within the Canto hierarchy.
75. Ms. Del Prete-Rosten also sent a naked photo of herself to Mr. Coyle and Mr. Duffy.
76. Ms. Del Prete-Rosten also made frequent inappropriate sexual comments to Mr. Coyle when conducting Canto business.
77. For instance, Ms. Del Prete-Rosten made unwelcome, inappropriate remarks about Mr. Coyle and her personal assistant at Canto, Liz.
78. Ms. Del Prete-Rosten told Mr. Coyle to “take her [Liz] out” and “fuck her brains out.”
79. Ms. Del Prete-Rosten made this comment, to which Mr. Coyle objected, in the presence of Mr. Coyle and Liz.
80. Additionally, on multiple occasions, Ms. Del Prete-Rosten told Mr. Coyle to take out Liz and “straighten her out” sexually.
81. Ms. Del Prete-Rosten made this remark in the presence of Mr. Duffy, as well as another Canto employee named Cara.
82. During business discussions, Ms. Del Prete-Rosten inappropriately discussed bachelorette parties she attended and how she and her niece would “pick up” men together for sexual encounters.
83. Ms. Del Prete-Rosten also informed Mr. Coyle that she masturbated with another person, and she thought about Mr. Coyle while masturbating.



84. During a work-related telephone conversation, Ms. Del Prete-Rosten told Mr. Coyle that she was having sex with a photographer who performed work for Canto, Daniel D'Octavio.
85. In response, Mr. Coyle told Mrs. Rosten that he did not want to hear about her sexual escapades.
86. In order to keep his much needed employment with Canto, Mr. Coyle suffered this vulgar conduct.
87. Ms. Del Prete-Rosten also attempted to intimidate Mr. Coyle by insinuating that she had connections to organized crime.
88. Ms. Del Prete-Rosten told Mr. Coyle and Mr. Duffy that her ex-husband, who had mafia connections, encouraged her to perform illegal acts.
89. Ms. Del Prete-Rosten also told Mr. Coyle, on multiple occasions, that she engaged in sexual intercourse with a person who penetrated her with a gun.
90. During Mr. Coyle's employment, Ms. Del Prete-Rosten purchased several gifts for Mr. Coyle, including a sports jacket, an overnight bag, a watch and several belts.
91. Mr. Coyle accepted and used these gifts because he was afraid to incur Ms. Del Prete-Rosten's wrath and jeopardize his job.
92. After Mr. Coyle rejected Ms. Del Prete-Rosten's advances, she began to retaliate against him.
93. Ms. Del Prete-Rosten frequently criticized Mr. Coyle to Canto personnel in an effort to undermine his credibility as COO.
94. Ms. Del Prete-Rosten's criticisms were false and pretextual.
95. Mr. Coyle hired an in-house public relations manager for Canto named Erin Beck ("Ms. Beck").
96. Ms. Del Prete-Rosten made false and unflattering comments about Mr. Coyle to Ms. Beck.

97. Ms. Del Prete-Rosten's actions caused Ms. Beck to be uncooperative in her business dealings with Mr. Coyle.
98. Mr. Coyle informed Ms. Del Prete-Rosten that Ms. Beck was undermining his authority.
99. During Mr. Coyle's conversation with Ms. Del Prete-Rosten about the operational difficulties he was having with Ms. Beck, he complained that Ms. Del Prete-Rosten was excluding him from company operations that fell under his purview as COO.
100. Ms. Del Prete-Rosten replied that she did not know if Ms. Beck would be making a complaint about Mr. Coyle.
101. Mr. Coyle told Ms. Del Prete-Rosten that he was going to make a sexual harassment complaint against Ms. Del Prete-Rosten.
102. Mr. Coyle made this statement to Ms. Del Prete-Rosten only one week before Canto terminated his employment.
103. Mr. Coyle did not complain to anyone else at Canto because the only other officers Peter Rosten and Anthony Del Prete were related to Ms. Del Prete-Rosten and Canto did not have a human resources department.
104. In late April 2014, Ms. Del Prete-Rosten informed Mr. Coyle that Canto was terminating him because Canto was discontinuing business operations due to its unprofitability.
105. Ms. Del Prete-Rosten told Mr. Coyle that Canto was going to "change gears" and focus on other ventures, including real estate.
106. When Mr. Coyle reminded Ms. Del Prete-Rosten of his equity interest in Canto, she stated that the company had no value and that Canto was discontinuing all further development, advertising and production.

107. Ms. Del Prete-Rosten further stated that Canto was going to perform only a small amount of custom design work on a “one off” basis, and that she would perform this work from home.
108. However, custom design work was a minimal component of Canto’s business.
109. The small amount of design work that Canto performed was rendered free of charge to celebrities as a means of promoting the company’s core high fashion mass production business.
110. Ms. Del Prete-Rosten also informed Mr. Coyle that Canto was terminating all employees other than Cara, who would perform limited work for Ms. Del Prete-Rosten exclusively on an as needed basis.
111. After Mr. Coyle’s termination, he learned that Canto continued to be fully operational, as the company released a spring and summer collection.
112. Canto continues to conduct itself in ways that belie its contention, in April 2014, that its “funds were exhausted” and that it “could no longer afford to pay Mr. Coyle.
113. Further, in addition to Cara’s continued employment, Ms. Del Prete-Rosten, her husband, her brother, Ms. Beck and a web designer remain employed by Canto.
114. Canto also acquired a very expensive Lamborghini shortly after Mr. Coyle’s termination.
115. Numerous posts on both Ms. Del Prete-Rosten’s personal Face Book page and the official Canto Face Book page confirm that Canto’s business continues to operate.
116. The aforementioned Lamborghini participated in a road rally, while wrapped in Canto promotional material, and traveled throughout the United States to market the company nationally.
117. Although Ms. Del Prete-Rosten told Mr. Coyle that Canto would not release a 2014 summer collection, Ms. Del Prete-Rosten and Canto’s Face Book pages promoted the release of 2014 summer and fall collections.

118. Canto's website also promoted these collections.
119. Canto posted on Face Book that the company would be featured in Hampton's Magazine.
120. Canto continues to sell its merchandise through its website, cantonyc.com, and maintains a profile on the employment website Indeed.
121. Canto registered a trademark as of October 21, 2014.
122. As of December 18, 2014, Canto advertised a holiday preview, featuring Canto leather goods and knitwear.
123. Canto's Twitter and Instagram pages also confirm that the company continued business operations long after Mr. Coyle's termination.
124. These facts are inconsistent with Respondents' assertion that Canto is "selling off all... [its] original inventory with the aim of closing the books by the end of the year."
125. These facts establish that Ms. Del Prete-Rosten's proffered reason for terminating Mr. Coyle's employment, which occurred shortly after his protected activity, is a mere pretext for retaliation.
126. Canto continues to grow and prosper as a result of Mr. Coyle's vision and work product, but Defendant unlawfully has excluded him from participation in the company's success.

**AS AND FOR A FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
**(Sexual Harassment/Gender Discrimination/Hostile Work Environment –**  
**New York City and State Human Rights Law)**

127. Plaintiff hereby repeats and realleges each and every allegation contained within paragraphs "1" through "126" as though fully set forth at length herein.
128. Defendants subjected Plaintiff to the foregoing acts because of his sex, which is male.
129. Defendants' foregoing conduct was severe, pervasive and malicious.
130. Defendants' conduct was part of a continuing pattern of discriminatory conduct.
131. Defendants subjected Plaintiff to unwelcome sexual harassment.

132. Defendants' sexual harassment of Plaintiff affected a term, condition and/or privilege of her employment.
133. Defendants treated Plaintiff differently from workers who had not complained about Defendant Del Prete-Rosten's conduct.
134. Plaintiff was discriminated against and sexually harassed by Ms. Del Prete-Rosten because Plaintiff is a man.
135. Ms. Del Prete-Rosten made explicit sexual advances toward Mr. Coyle on approximately two or three occasions monthly for approximately six months.
136. Ms. Del Prete-Rosten told Plaintiff, "I could love somebody like you."
137. During a Canto business trip, Ms. Ms. Del Prete-Rosten, while intoxicated and wearing only her underwear, entered Plaintiff's room, lay on his bed, and grabbed his genitals.
138. Ms. Del Prete-Rosten sent a naked photo of herself to Plaintiff.
139. Ms. Del Prete-Rosten told Plaintiff that she thought of him while she masturbated.
140. Ms. Del Prete-Rosten described her sexual escapades to Plaintiff in explicit detail, including the sex she had a Canto photographer and an incident when she was penetrated with a gun.
141. Plaintiff objected to the aforesaid conduct and complained of such conduct to no avail.
142. Defendants ignored Plaintiffs' objections and complaints, and refused to take corrective or remedial action and Plaintiff continued to be sexually harassed and discriminated against by Defendant Del Prete-Rosten.
143. Defendants knew and/or should have known of the sexual harassment and failed to take remedial action.

144. Because of Defendants' positions, and the refusal of the Defendants to take corrective or remedial action, there was no reasonable opportunity for Plaintiff to complain of said harassing and discriminatory conduct.
145. Further, Mr. Coyle could not complain to anyone else at Canto other than Defendant Del Prete-Rosten because the only other officers Peter Rosten and Anthony Del Prete were related to Ms. Del Prete-Rosten, and Canto did not have a human resources department.
146. Therefore, Defendants promoted, validated and/or acquiesced in the sexual harassment and discrimination against Plaintiff by Defendant Del Prete-Rosten.
147. Defendants' aforesaid conduct created an offensive, intimidating, hostile and discriminatory work environment for Plaintiff.
148. As a result of the Defendants' knowledge of Defendant Del Prete-Rosten's conduct toward Plaintiff, and Defendants' refusal to take corrective or remedial action, said conduct was thereby a term and condition of Plaintiff's employment.
149. Defendant Del Prete-Rosten's conduct and remarks were clearly intended as a request to Plaintiff to perform a sexual act, and to create an environment that demeaned and insulted Plaintiff.
150. Defendants, by sexually harassing and discriminating against Plaintiff, caused him to suffer severe mental and emotional distress.
151. Defendants' wrongful, willful and malicious conduct against Plaintiff, and their denial of equal opportunity to Plaintiff in the terms, conditions, and prerequisites of employment, were discriminatory and retaliatory.
152. Such conduct was in violation of New York City Human Rights Law and New York State Human Rights Law.

153. Defendants, their agents, servants and employees, cannot demonstrate any legitimate non-discriminatory reason for the actions complained of herein, nor can their actions be otherwise justified under New York City Human Rights Law or New York State Human Rights Law.
154. Any alleged non-discriminatory reason is nothing more than a pretext by Defendants, their agents, servants and employees, to attempt to mask their actions and motives.
155. As a result of the wrongful, willful and malicious discrimination and retaliation against Plaintiff by Defendants, and the denial of equal opportunity to Plaintiff in the terms, conditions, and prerequisites of employment, Plaintiff has suffered, and will continue to suffer, extreme mental distress, emotional distress, humiliation, anxiety, chronic depression, emotional stress, embarrassment, humiliation, loss of self-esteem, loss of economic benefits, and has been otherwise greatly injured and severely damaged.
156. As a result of the foregoing, Plaintiff is entitled to recover compensatory damages and punitive damages in an amount to be determined at trial, expungement of all records motivated by discrimination, together with appropriate interest thereon, and an award of attorneys' fees, expert fees, costs and disbursements.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**  
**(Retaliation – New York City and State Human Rights Laws)**

157. Plaintiff hereby repeats and realleges each and every allegation contained within paragraphs "1" through "155" as though fully set forth at length herein.
158. Defendants treated Plaintiff differently from workers who had not complained about Defendant Del Prete-Rosten's sexually offensive conduct.
159. Defendants and their agents' acts of retaliation and reprisal were intentional and were performed with ill will and reckless indifference to Plaintiff's protected rights.
160. Defendants' conduct was severe, pervasive and malicious

161. Defendants retaliated against Plaintiff by undermining his authority as COO and by terminating his employment.
162. Ms. Del Prete-Rosten frequently criticized Plaintiff to Canto personnel in an effort to undermine his credibility as COO.
163. Mr. Coyle hired an in-house public relations manager for Canto named Erin Beck (“Ms. Beck”).
164. Ms. Del Prete-Rosten made false and unflattering comments about Plaintiff to Ms. Beck.
165. Ms. Del Prete-Rosten’s actions caused Ms. Beck to be uncooperative in her business dealings with Plaintiff, which undermined his authority as COO.
166. Defendants also retaliated against Plaintiff for complaining about Ms. Del Prete-Rosten’s offensive sexual conduct by terminating his employment.
167. Plaintiff told Ms. Del Prete-Rosten that he was going to make a sexual harassment complaint against Ms. Del Prete-Rosten only one week before Canto terminated his employment.
168. Further, Defendants retaliated against Plaintiff by withholding his ten percent interest in the company from him.
169. Defendants denied Plaintiff the terms, conditions and privileges of employment granted other employees of similar circumstance, thereby intentionally creating situations harassing and demeaning to Plaintiff.
170. By reason of Defendant’s actions and inactions, whereby Defendants and their agents have engaged in unlawful retaliatory practices, Plaintiff has been severely damaged.
171. Plaintiff has suffered loss of economic benefits, salary and employment prospects. Plaintiff has also been damaged physically and emotionally.
172. Defendants never claimed or intimated, in any way, that Plaintiff did not perform his duties more than ably prior to her objections to and complaints of sexual harassment and retaliation.



173. The wrongful, willful and malicious discrimination against Plaintiff by Defendants, and the denial of equal opportunity to Plaintiff in the terms, conditions, and prerequisites of employment, were retaliatory.
174. The foregoing actions by Defendants and their agents, which occurred subsequent to Plaintiff's complaints of sexual harassment and hostile work environment, violate the New York City and New York State Human Rights Laws in that Defendants and their agents undertook adverse employment actions against Plaintiff because he made complaints of sexual harassment and hostile work environment.
175. Such conduct was in violation of the laws of the State of New York, including but not limited to, New York State Executive Law 296(a)(1), (6) and (7), et seq. and the laws of the City of New York, including but not limited to, the New York City Human Rights Law; the Local Civil Rights Restoration Act of 2005 (Local Law No. 85 of the City of New York [2005]; New York City Administrative Code § 8-107(a)(1), (6) and (7), et seq.; and New York City Administrative Code § 8-130, et seq.
176. Defendants, their agents, servants and employees, cannot demonstrate any legitimate non-discriminatory reason for the actions complained of herein; nor can their actions be otherwise justified under Executive Law 296(a)(1), (6) and (7), et seq.; the New York City Human Rights Law; the Local Civil Rights Restoration Act of 2005 (Local Law No. 85 of the City of New York [2005]; New York City Administrative Code § 8-107(a)(1), (6) and (7), et seq.; and/or New York City Administrative Code § 8-130, et seq.
177. Any alleged non-discriminatory reason is nothing more than a pretext by Defendants, their agents, servants and employees, to attempt to mask their actions.

178. As a result of the wrongful, willful and malicious retaliation against Plaintiff by Defendants, and the denial of equal opportunity to Plaintiff in the terms, conditions, and prerequisites of employment, Plaintiff has suffered, and will continue to suffer, extreme mental distress, emotional distress, humiliation, loss of self-esteem, loss of economic benefits, and has been otherwise greatly injured and severely damaged.
179. As a result of the foregoing, Plaintiff is entitled to recover compensatory damages and punitive damages in an amount to be determined at trial, expungement of all discriminatory motivated records, together with appropriate interest thereon, and an award of attorneys' fees, expert fees, costs and disbursements.

**AS FOR A THIRD CAUSE OF ACTION**  
**(Unjust Enrichment)**

180. Plaintiffs repeat, reallege, and incorporate by reference each and every allegation contained in paragraphs numbered "1" through "179" as if more fully set forth herein.
181. Mr. Coyle agreed that he would serve as Canto's COO in exchange for a ten percent ownership interest in Canto.
182. Mr. Coyle, in his capacity as COO, created an overall infrastructure for Canto and developed a budget for company operations.
183. Mr. Coyle also hired much needed social media and public relations professionals.
184. Defendants have retained Plaintiff's 10 percent equity interest in Canto and have been unjustly enriched thereby.
185. Plaintiff is therefore entitled to compensatory damages, damages for emotional distress and mental anguish to be determined at trial of this action, along with costs, attorneys' fees, interest and punitive damages in an amount to be determined at trial.

**AS AND FOR A FOURTH CAUSE OF ACTION**  
**(Promissory Estoppel)**

186. Plaintiff repeats and realleges each and every allegation contained in paragraphs numbered “1” through “185” as if more fully set forth herein.
187. Defendants clearly and unambiguously promised Plaintiff that he would receive a ten percent ownership interest in the Canto.
188. In reasonable and foreseeable reliance upon the promises of Defendants, Plaintiff agreed to serve of Canto’s COO.
189. As Canto’s COO, Plaintiff created an overall infrastructure for Canto, developed a budget for company operations, and hired much needed social media and public relations professionals.
190. Defendants’ failure to adequately compensate Plaintiff for his services constitutes injury to Plaintiff.
191. Plaintiff is entitled to judgment over and against Defendants in an amount to be determined at trial.

**JURY DEMAND**

192. Plaintiff herein demands a trial by jury of all issues in this action

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests that he be awarded the following relief:

- a. On the first cause of action, appropriate injunctive and monetary relief, including reinstatement; an expungement of all discriminatory motivated records; compensatory and punitive damages in an amount to be determined at trial, together with appropriate interest thereon;

- b. On the second cause of action, appropriate injunctive and monetary relief, including reinstatement; an expungement of all discriminatory motivated records; compensatory and punitive damages in an amount to be determined at trial, together with appropriate interest thereon;
- c. On the third cause of action, appropriate injunctive and monetary relief, including reinstatement; an expungement of all discriminatory motivated records; compensatory and punitive damages in an amount to be determined at trial, together with appropriate interest thereon;
- d. On the fourth cause of action, appropriate injunctive and monetary relief, including reinstatement; an expungement of all discriminatory motivated records; compensatory and punitive damages in an amount to be determined at trial, together with appropriate interest thereon;
- e. An award of attorney's fees, expert fees, costs and disbursements; and
- f. Such other and further relief as this Court may deem just and proper.

Dated: New York, New York  
May 31, 2016

Respectfully submitted,  
**THE SELTZER LAW GROUP P.C.**

By:           /s/ Steven Seltzer            
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