

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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|---|----|
| -----X                                  |    |
| CHRISTINE DOMINGO,                      | :  |
|   | :  |
| Plaintiff,                              | :  |
|   | :  |
| -against-                               | :  |
|   | :  |
| CHOICE LOGISTICS, INC. and JAMES ADAMS, | :  |
|   | :  |
| Defendants.                             | :  |
|   | :  |
|   | :: |
| -----X                                  |    |

16-CV-\_\_\_\_\_ ( )

**COMPLAINT**

**JURY TRIAL DEMANDED**

Plaintiff Christine Domingo (“Domingo”), by and through her attorneys, Cerasia & Del Rey-Cone LLP, for her Complaint against defendants Choice Logistics, Inc. (“Choice”) and James Adams (“Adams”) (collectively, the “Defendants”) alleges as follows:

**NATURE OF ACTION**

1. Within six days after commencing her employment with Choice in December 2014, Domingo was subjected to unwelcomed physical touching, assault and sexual harassment by Adams, who was her boss and the former Chief Operating Officer (“COO”) at Choice. Adams physically assaulted Domingo in his apartment and touched her in a sexual manner without her consent and, when she complained to him about that unlawful conduct, he instructed her to forget about it and never mention it again. Yet, shortly thereafter, he began a discriminatory and retaliatory pattern of isolating her and taking steps to doom her ability to succeed at Choice, which ultimately resulted in her unlawful termination because of her gender and protected activity, effective on February 26, 2016. This conduct has caused Domingo to suffer a significant loss of income and emotional distress.

2. Choice had been aware of Adams' unprofessional and predatory behavior toward female employees in the past (or should have been aware of such conduct); but, despite such knowledge, Choice turned a blind eye to its obligations under the law in order to protect, and thus enable, Adams, who was one of its most senior executives. That apparently changed, however, in March 2016 – months after Choice notified Domingo that it was firing her and after she had complained to Choice about the unlawful conduct set forth herein – when Choice fired Adams after conducting an investigation into Domingo's complaint about his unlawful conduct.

3. Domingo brings this lawsuit against Defendants to obtain money damages and equitable relief for sexual harassment, gender discrimination and retaliation against her for complaining about discrimination, in violation of the New York City Human Rights Law, N.Y.C. Administrative Code § 8-101 *et seq.* (“CHRL”), and the California Fair Employment and Housing Act (“CFEHA”), Cal. Gov't Code § 12940 *et seq.*, as well as for subjecting her to intentional infliction of emotional distress (“IIED”).

### **PARTIES**

4. Domingo is a citizen of the State of California, residing in Redwood, California.

5. Choice is a New York City-based corporation, having its principal place of business at 1 Whitehall Street, 12th Floor, New York, New York

6. Adams, the former COO at Choice during Domingo's employment, is a citizen of the State of New York, residing in New York, New York.

7. At all times material hereto, Choice was Domingo's employer within the meaning of the CHRL and CFEHA.

8. At all times material hereto, Domingo was an employee of Choice within the meaning of the CHRL and CFEHA.

**JURISDICTION AND VENUE**

9. The causes of action which form the basis of this lawsuit arise under the CHRL and New York common law.

10. This Court has jurisdiction over Domingo's claims pursuant to 28 U.S.C. § 1332, based on the parties' complete diversity of citizenship and the amount in controversy exceeding \$75,000.

11. Venue is proper in this District under 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to this action, including the unlawful employment practices and conduct set forth herein, occurred in this District and the Defendants reside in this District.

**ADMINISTRATIVE PROCEDURES**

12. Following commencement of this lawsuit, a copy of this Complaint will be served on the New York City Commission on Human Rights and on the Office of the Corporate Counsel of the City of New York, thereby satisfying the notice requirements in the CHRL.

13. On May 12, 2016, Domingo filed a Charge of Discrimination Choice against with the U.S. Equal Employment Opportunity Commission ("EEOC") and, upon exhausting her administrative remedies before the EEOC, will amend this Complaint to add claims for gender discrimination and retaliation against Choice under Title VII of the Civil Rights Act of 1964, as amended.

14. On May 12, 2016, Domingo requested and received a right to sue letter from the California Department of Fair Employment and Housing (the "DFEH") with respect to her claims for gender discrimination and harassment and retaliation, and thus exhausted her

administrative remedies under the CFEHA. A copy of the DFEH's letter is attached hereto as Exhibit A.

### **FACTUAL ALLEGATIONS**

15. Domingo is a well-respected sales and compliance professional. As a result, Adams actively recruited her to Choice in the Fall of 2014.

16. Choice hired Domingo as a Client Partner, effective December 1, 2014, and had her travel from California to New York, New York for a two-week orientation.

17. Without Ms. Domingo's knowledge, during her orientation, Choice housed her in an apartment building in Manhattan where Adams resided. On December 6, 2014 – Domingo's sixth day on the job – Adams asked to meet her for drinks. They met in the lobby of the apartment building at 9:45 p.m.

18. The evening started out as a pleasant one, but then Adams became highly intoxicated, as is his wont. Adams told Domingo that, if she stayed out until the bar closed at 4 a.m., he would ensure that she never would have to go through the ritual of singing karaoke with Choice's Chief Executive Officer ("CEO") and owner, Michael Katz. Domingo agreed to do so. At the end of the night, they returned to the apartment building in lower Manhattan.

19. When they were in the elevator, Domingo pressed the button for her floor. When the elevator arrived on her floor, however, Adams (who is almost 6' tall) blocked Domingo (who is only 5'4" tall) from leaving through the elevator door and would not let her leave the elevator.

20. When the elevator arrived on his floor, Adams pulled Domingo out of the elevator and gave her a bear hug. Domingo tried to pull away from him, but he grabbed her and started to put his tongue down her throat in the hallway. Domingo, who was new to her job and scared, told Adams to leave her alone and said, "you are drunk, you should go to bed." Adams,

however, did not stop. Instead, he opened the door to his apartment, and gave Domingo another bear hug and pulled her into his apartment.

21. Adams brought Domingo toward his bed, grabbed her hand, and then pushed her down on the bed. At that point, Adams unbuttoned Domingo's pants and pulled up her sweater. Domingo was shocked and horrified and, as a result, she froze. She told Adams to "get off of me – what are you doing?" At that point, Adams told her to "just calm down" and said "it will be alright."

22. While still overpowering Domingo, Adams then attempted to penetrate her vagina with his penis. Luckily for Domingo, he was unable to do so and she found an opportunity to push him off of her and he then promptly passed out, at which point she bolted out of his apartment and returned to her apartment.

23. The next day, Sunday, December 7, Domingo texted Adams to meet him in the lobby of the apartment building. When Domingo saw him, she protested about his conduct.

24. Adams promptly stated that "it shouldn't have happened." He then said, "I'm sorry, but we are never speaking of it again." Surprised by his response, Domingo said "you're my boss, so this is a problem." At that point, Adams admitted that "it's always the senior person's fault and we are not going to speak of it again."

25. Domingo was stunned over Adams' response on December 7, and therefore decided to speak with him in his office on December 10. She raised the subject of his deplorable conduct from December 7, saying "I was so excited to be working here and you have ruined it for me. How am I ever supposed to know if anything good happens to me at this company or anything bad happens to me at this company, if it was a result of that?" In response, Adams

made it clear that he wanted to silence her, stating “I don’t even know what you are talking about.”

26. Given Adams’ position as the COO at Choice, Domingo was petrified to report his conduct to Choice’s Human Resources Department, or anyone else in Choice, because she was a new employee and she needed her job. She also was fearful of Adams because he had told her that he once had an employee fired for crossing him.

27. In addition, Domingo eventually learned that Adams had engaged in similar sexist and inappropriate behavior toward other female employees at Choice, but that Choice never took any corrective action against him. Domingo also understood that employees at Choice who had complained about employment issues were placed on a leave of absence, and then no longer worked at Choice. She did not want to fall victim to losing her job, as she could not afford to be unemployed.

28. It was widely known that, after social events with employees or clients, CEO Katz would ask “did Jim [Adams] behave himself last night?” Choice’s decision to turn a blind eye to Adams’ pattern of unlawful conduct – and thus condone, encourage and enable it – makes plain that Choice willfully disregarded its obligations under the CHRL, the CFEHA and applicable law.

29. After Domingo left New York and returned to California by mid-December 2014, Adams began isolating and ignoring her, and he ensured that she was working on an account involving an exceedingly difficult employee of a client (Maansi Puri (“Puri”) at Blue Coat), who had a well-known history of being unprofessional and unreasonable with Choice employees.

30. Adams and Choice also failed to give Domingo any meaningful training, support, direction or structure to her job, despite her repeated requests for same. Indeed, Adams was

dismissive of Domingo's difficulty in dealing with Puri at Blue Coat, and simply told her that she can handle it. This was after both Adams and Richard Langtry ("Langtry"), then-Director of Client Program Management at Choice, assured Domingo that they would never turn Blue Coat over to her and they planned on giving her a good six months of training first. They said they knew this was necessary because they had failed to give complete training to people in similar positions in the past.

31. At that time, Langtry would not speak, provide help or advice to Domingo because he wanted nothing to do with Blue Coat and made it clear. Domingo continued to ask who she reported to, Adams would say, "why does that matter? You are an adult, you can make your own decisions." When she would ask questions about Blue Coat, Adams would say, "why did I hire you if I have to figure this out?"

32. While assigned to work on the Blue Coat account, Domingo mostly worked with Russ Bisping ("Bisping"), who was the Vice President of Field Operations at Choice and engaged to be married to Puri, the lead person at Blue Coat. Puri was an ex-Choice employee with a personal vendetta for which Domingo was the sacrificial lamb. Bisping even admitted to Domingo that "this was a mistake; she [Puri] is going to eat you alive."

33. Without any warning or prior counseling, Choice gave Domingo a substandard review in May 2015, telling her that it expected more from her. Yet, up until that point, Domingo received no negative feedback whatsoever from management, including Adams or Langtry, and she was left to learn about Choice and perform on her own.

34. From that point forward, it was clear to Domingo that Adams had no use for her – and all because she had confronted him about sexually attacking and harassing her. In fact, in the summer of 2015, Langtry visited Domingo in California and stated to her that "now that the

business of you and Blue Coat is over, we can go back to the training we should have started on months ago. You know how I felt about that, I always thought it was a bad idea to put you on Blue Coat.” Langtry then offered to work with Domingo.

35. At that point, based on how Adams had been treating her since December 2014, Domingo was fearful about losing her job and she questioned whether she was on probation or whether her job was in jeopardy. Langtry told her that she was not on probation.

36. From that point on, no one provided Domingo with any other feedback about her job performance – and certainly nothing negative that would lead her to believe that she would be fired. That is, until January 27, 2016, when Anne Yarmark, Choice’s Executive Vice President, Human Resources & Administration, informed Domingo by telephone – without any prior notice or warning – that Choice was terminating her employment, ostensibly because Choice did not know what to do with her. The termination was effective as of February 26, 2016.

37. Domingo was stunned by the news of her termination, particularly given what she endured at the hands of Adams, including his sexual attack, sexual harassment, gender discrimination and retaliation.

38. In late-February 2016, Domingo, through her counsel, first informed Choice and Adams of her legal claims against them. Based upon information supplied by Choice’s attorney, Domingo understands that Choice conducted an investigation into her complaint, but she is unaware of any of the findings from that investigation. Nonetheless, at the conclusion of the investigation, Choice terminated Adams’ employment.

39. As a direct and proximate result of Defendants’ unlawful conduct, Domingo has incurred, and will continue to incur, a loss of earnings and/or earning capacity, loss of benefits,

pain and suffering, severe emotional distress, embarrassment, humiliation, anxiety, stress, loss of self-esteem, mental anguish, and loss of life's pleasures, the full extent of which is not known at this time.

40. Defendants' conduct, as set forth above, was malicious, willful, wanton, intentional, reckless and outrageous under the circumstances.

**FIRST CAUSE OF ACTION**  
**(Sexual Harassment Under the CHRL)**

41. Domingo incorporates herein by reference paragraphs 1 through 40, as if set forth herein in their entirety.

42. Adams' unwelcomed sexual touching, contact and physical assault on Domingo in December 2014 was a violation of the CHRL.

43. Given Adams' position as the COO, and as Domingo's supervisor, Choice is strictly liable under the CHRL for Adams' unlawful and inappropriate conduct toward Domingo.

44. As a direct and proximate result of Defendants' violations of the CHRL, Domingo has sustained the injuries, damages and losses set forth herein and has incurred attorneys' fees and costs.

45. Defendants' conduct was willful, wanton and demonstrated a conscious disregard for Domingo's rights under the CHRL, and warrants the imposition of punitive damages.

46. Domingo is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Defendants' unlawful conduct unless and until this Court grants the relief requested herein.

**SECOND CAUSE OF ACTION**  
**(Gender Discrimination Under the CHRL)**

47. Domingo incorporates herein by reference paragraphs 1 through 46, as if set forth herein in their entirety.

48. As described above, from December 2014 through the termination of her employment, Adams treated Domingo in a disparate manner because of her gender, including, but not limited to, with respect to her work assignments, lack of training, lack of opportunities, isolating and ignoring her, and the termination of her employment.

49. Given Adams' position as the COO, and as Domingo's supervisor, Choice is strictly liable under the CHRL for Adams' unlawful and inappropriate conduct toward Domingo.

50. As a direct and proximate result of Defendants' violations of the CHRL, Domingo has sustained the injuries, damages and losses set forth herein and has incurred attorneys' fees and costs.

51. Defendants' conduct was willful, wanton and demonstrated a conscious disregard for Domingo's rights under the CHRL, and warrants the imposition of punitive damages.

52. Domingo is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Defendants' unlawful conduct unless and until this Court grants the relief requested herein.

**THIRD CAUSE OF ACTION**  
**(Retaliation Under the CHRL)**

53. Domingo incorporates herein by reference paragraphs 1 through 52, as if set forth herein in their entirety.

54. As described above, from December 2014 through the termination of her employment, Adams retaliated against Domingo for her complaints to him about his unlawful

conduct, including, but not limited to, with respect to her work assignments, lack of training, lack of opportunities, isolating and ignoring her, and the termination of her employment.

55. Given Adams' position as the COO, and as Domingo's supervisor, Choice is strictly liable under the CHRL for Adams' unlawful and inappropriate conduct toward Domingo.

56. Defendants' conduct was willful, wanton and demonstrated a conscious disregard for Domingo's rights under the CHRL, and warrants the imposition of punitive damages.

57. Domingo is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Defendants' unlawful conduct unless and until this Court grants the relief requested herein.

**FOURTH CAUSE OF ACTION**  
**(Aiding and Abetting Harassment, Discrimination and Retaliation Under the CHRL)**

58. Domingo incorporates herein by reference paragraphs 1 through 57, as if set forth herein in their entirety.

59. Adams aided and abetted Choice in violating the CHRL by discriminating against and harassing Domingo because of her gender, and by retaliating against her, as described in detail above.

60. Adams' conduct was willful, wanton and demonstrated a conscious disregard for Domingo's rights under the CHRL, and warrants the imposition of punitive damages.

61. Domingo is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Adams' unlawful conduct unless and until this Court grants the relief requested herein.

**FIFTH CAUSE OF ACTION**  
**(Gender Discrimination Under CFEHA)**

62. Domingo incorporates herein by reference paragraphs 1 through 61, as if set forth herein in their entirety.

63. As described above, from December 2014 through the termination of her employment, Adams treated Domingo in a disparate manner because of her gender, including, but not limited to, with respect to her work assignments, lack of training, lack of opportunities, isolating and ignoring her, and the termination of her employment.

64. Given Adams' position as the COO, and as Domingo's supervisor, Choice is strictly liable under the CFEHA for Adams' unlawful and inappropriate conduct toward Domingo.

65. As a direct and proximate result of Defendants' violations of the CFEHA, Domingo has sustained the injuries, damages and losses set forth herein and has incurred attorneys' fees and costs.

66. Defendants' conduct was malicious, willful, wanton and demonstrated a conscious disregard for Domingo's rights under the CFEHA, and warrants the imposition of punitive damages.

67. Domingo is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Defendants' unlawful conduct unless and until this Court grants the relief requested herein.

**SIXTH CAUSE OF ACTION**  
**(Retaliation Under CFEHA)**

68. Domingo incorporates herein by reference paragraphs 1 through 67, as if set forth herein in their entirety.

69. As described above, from December 2014 through the termination of her employment, Adams retaliated against Domingo for her complaints to him about his unlawful conduct, including, but not limited to, with respect to her work assignments, lack of training, lack of opportunities, isolating and ignoring her, and the termination of her employment.

70. Given Adams' position as the COO, and as Domingo's supervisor, Choice is strictly liable under the CFEHA for Adams' unlawful and inappropriate conduct toward Domingo.

71. As a direct and proximate result of Defendants' violations of the CFEHA, Domingo has sustained the injuries, damages and losses set forth herein and has incurred attorneys' fees and costs.

72. Defendants' conduct was malicious, willful, wanton and demonstrated a conscious disregard for Domingo's rights under the CFEHA, and warrants the imposition of punitive damages.

73. Domingo is now suffering and will continue to suffer irreparable injury and monetary damages as a result of Defendants' unlawful conduct unless and until this Court grants the relief requested herein.

**SEVENTH CAUSE OF ACTION**  
**(Intentional Infliction of Emotional Distress)**

74. Domingo incorporates herein by reference paragraphs 1 through 74, as if set forth herein in their entirety.

75. Defendants' harassing, discriminatory and retaliatory conduct toward Domingo, as described above, was extreme and outrageous conduct.

76. Defendants' conduct was intentional in causing and producing the emotional distress suffered by Domingo, and Defendants acted in deliberate disregard of a high probability that emotional distress would occur or it was substantially certain that such harm would occur.

77. Defendants' conduct caused Domingo to suffer severe emotional distress that no reasonable person should be expected to endure.

78. Given Adams' position as the COO and as Domingo's supervisor, as well as the fact that Choice knew (or at least should have known) of Adams' conduct, Choice is liable for Adams' unlawful and inappropriate conduct toward Domingo.

79. Defendants acted with actual malice and/or with a wanton and willful disregard and the imposition of punitive damages is warranted.

80. As a direct and proximate result of Defendants' tortious conduct, Domingo has suffered the injuries, damages and losses set forth herein, including severe emotional distress.

81. Domingo is now suffering and will continue to suffer irreparable injuries and monetary damages as a result of Defendants' intentional infliction of emotional distress unless and until the Court grants the relief requested herein.

**PRAYER FOR RELIEF**

WHEREFORE, Domingo prays that this Court enter judgment in her favor and against the Defendants, and grant to her the following relief:

A. A declaratory judgment that the actions, conduct and practices of the Defendants complained of herein violate the CHRL and/or CFEHA;

B. A declaratory judgment that the actions, conduct and practices of the Defendants complained of herein constitute IIED;

C. An order restraining the Defendants from engaging in unlawful conduct toward Domingo, including an order directing the Defendants to take such affirmative action as is necessary to ensure that the effects of their unlawful employment practices and conduct are eliminated and do not continue to affect Domingo's employment or personal life;

D. An award for all economic damages to be determined at trial, plus pre-judgment interest, to compensate Domingo for the Defendants' unlawful conduct, including back pay, front pay and lost benefits;

E. An award for all compensatory damages to be determined at trial, plus pre-judgment interest, to compensate Domingo for future pecuniary losses, emotional distress, pain, suffering, inconvenience, mental anguish, stress, anxiety, humiliation, embarrassment, loss of enjoyment of life and other nonpecuniary losses as allowable;

F. An award to Domingo against the Defendants for punitive damages;

G. An award to Domingo for the costs incurred in this lawsuit, together with reasonable attorneys' fees; and

H. An award to Domingo such other and further relief as this Court deems appropriate.

**JURY DEMAND**

Domingo demands a trial by jury on all issues of fact, her claims and damages herein.

Dated: New York, New York  
May 16, 2016

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