

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

----- X

DOREEN MANTIONE, :

Plaintiff, :

-against- :

C. BERMAN ASSOCIATES, and PRS :

CONSULTING, LLC, and PETER SCHATZEL, in his :

individual and professional capacities, :

Defendants. :

----- X

**SUMMONS**

**Index No.:**

Jury Trial Demanded

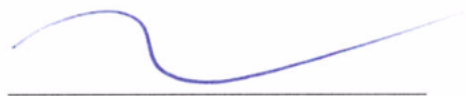
TO THE ABOVE NAMED DEFENDANTS:

You are hereby summoned and required to serve upon PLAINTIFF’S attorneys the answer to the complaint in this action within twenty (20) days of service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

The venue is based on the Plaintiff’s residence located at 10-155<sup>th</sup> Street, College Point, New York 11356.

Dated: Great Neck, New York  
October 27, 2015

BORRELLI & ASSOCIATES, P.L.L.C.

By: 

\_\_\_\_\_  
MICHAEL J. BORRELLI, ESQ.  
ALEXANDER T. COLEMAN, ESQ.  
Attorneys for Plaintiff  
1010 Northern Boulevard, Suite 328  
Great Neck, NY 11021  
Tel. (516) 248-5550  
Fax. (516) 248-6027

To: C. Berman Associates  
9511 Amherst Avenue  
Margate City, New Jersey 08402

PRS Consulting, LLC  
79 Main Street, Suite 304  
Port Washington, New York 11050

Peter Schatzel  
79 Main Street, Suite 304  
Port Washington, New York 11050

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF QUEENS

----- X  
DOREEN MANTIONE,  
:  
:  
Plaintiff, :  
:  
:  
-against- :  
:  
:  
C. BERMAN ASSOCIATES, and PRS :  
CONSULTING, LLC, and PETER SCHATZEL, in his :  
individual and professional capacities, :  
:  
Defendants. :  
----- X

**COMPLAINT**

**Index No.:**

Jury Trial Demanded

DOREEN MANTIONE (“Plaintiff”), by and through her attorneys, BORRELLI & ASSOCIATES, P.L.L.C., as and for her Complaint against C. BERMAN ASSOCIATES (“Berman”), and PRS CONSULTING, LLC (“PRS”), and PETER SCHATZEL, in his individual and professional capacities, (collectively 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 THE CASE**

1. This is a civil action seeking monetary damages and other redress for Defendants’ gender discrimination in the form of hostile work environment and *quid pro quo* sexual harassment, aiding and abetting those acts of discrimination, and retaliation for opposing those discriminatory practices, all in violation of the New York State Human Rights Law, Executive Law Sections 290 et seq. (“NYSHRL”), as well as any other cause(s) of action that can be inferred from the facts set forth herein.

2. During Plaintiff's joint employment with Defendant Berman and Defendant PRS, Plaintiff's direct supervisor and the owner of PRS, Defendant Schatzel, on numerous occasions, subjected Plaintiff to graphic, explicit, unwanted, and unwelcomed sexual harassment, of both the hostile work environment and *quid pro quo* sort, by making verbal comments about Ms. Mantione's body, sending lude text messages, inappropriately touching Ms. Mantione during her shifts at work, and conditioning benefits of employment on her acquiescence to his sexual advances. For instance, Defendant Schatzel texted to Ms. Mantione "I wanna [sic] put my cock in your mouth so bad right now," as well as pictures of his erect penis with the request that she come "handle it" and "take care" of him. Additionally, Defendant Schatzel explicitly stated that if Ms. Mantione performed oral sex on him, he would permit her extra time off from work. Lastly, in retaliation for Plaintiff refusing his sexual propositions, Defendants terminated Plaintiff's employment.

### PARTIES

3. At all relevant times herein, Plaintiff was and is a resident of Queens County and an "employee" within the meaning of the NYSHRL.

4. At all relevant times herein, Defendant Berman is a Pennsylvania corporation, with a principal place of business located at 9511 Amherst Avenue, Margate City, New Jersey 08402.

5. At all relevant times herein, Defendant PRS is a New York limited liability company, with a principal place of business located at 79 Main Street, Suite 304, Port Washington, New York 11050.

6. At all relevant times herein, Defendant Berman is an "employer" that "employs" four or more "employees" within the meaning of the NYSHRL.

7. At all relevant times herein, Defendant PRS is an “employer” that “employs” four or more “employees” within the meaning of the NYSHRL.

8. At all relevant times herein, Defendant Schatzel was the owner of PRS. Defendant Schatzel is a “person” and an “agent” of Defendant Berman within the meaning of the NYSHRL.

9. At all relevant times herein, Defendant Berman and Defendant PRS acted as a single employer in general and a joint employer with respect to Plaintiff, as Berman held out Schatzel as its employee, PRS held out its company as being closely associated with Berman, Berman trained Plaintiff for her job position, Plaintiff used Berman’s databases on a daily basis, and PRS was responsible for setting Plaintiff’s hours, paying her, and supervising her.

### **BACKGROUND FACTS**

#### **A. Defendant Berman and Defendant PRS are Single Employers in General and Joint Employers with Respect to Plaintiff.**

10. Defendant Berman is a company that works with automotive dealerships to provide: post-sale contracts for various automobile services, such as insurance for tire and wheels, total loss, or trade-in protection; roadside assistance; auto retail financing; and maintenance contracts.

11. Defendant PRS is a company that provides the same services as Defendant Berman.

12. Defendant Schatzel was and is the owner and President of PRS.

13. Defendant Schatzel works as an agent of Defendant Berman. For instance, Defendant Berman’s website lists Defendant Schatzel as a Field Sales Representative and states that Defendant Schatzel operates an office serving the New York City, Eastern New York, and Long Island areas.

14. Defendants PRS and Schatzel share clientele with Berman and use the same service providers as Berman to provide automobile service contracts to their clients.

15. Berman's website lists Schatzel as an employee, and PRS does not operate a website separate from Berman's website.

16. Additionally, Schatzel's business cards and contracts bore Berman's company name and logo. PRS did and does not have its own business cards printed, nor does it have any document bearing its company name or any sort of different logo.

**B. Plaintiff's Employment with Defendants**

17. Plaintiff, a single mother to a three year-old daughter, commenced her employment with Defendants on or around December 13, 2013, at the PRS/Berman location in Port Washington, New York.

18. Plaintiff worked as Defendant Schatzel's personal assistant.

19. Specifically, as Defendant Schatzel's personal assistant, Plaintiff's job responsibilities included answering and making telephone calls to clients, compiling weekly reports of sales, reviewing and filing Berman and PRS's contracts, monitoring sales and payments, and performing miscellaneous errands for Schatzel as he requested.

20. At all times during her employment, Plaintiff reported directly to Defendant Schatzel, who supervised Plaintiff's work.

21. PRS set Plaintiff's hours of work and issued paychecks to Plaintiff.

**C. Plaintiff's Employment with Defendant Berman**

22. During her employ, approximately 85% of the contracts that Plaintiff prepared for Defendant Schatzel pertained to the business of Defendant Berman.

23. Plaintiff called Berman's clients and service providers on a near-daily basis and when she did, represented that she was calling on behalf of "C. Berman Associates." Plaintiff did not make phone calls to clients and service providers representing that she called on behalf of PRS.

24. Defendant Berman's employee, Leslie, trained Plaintiff on how to use Defendant Berman's programs.

25. Defendant Berman provided Plaintiff with login information to access their programs and databases.

26. Indeed, Plaintiff utilized Berman programs during her employ every day, monitoring the sales and payments on their systems.

27. Plaintiff also utilized Berman programs to file weekly reports into Berman's database.

**D. Defendant Schatzel's Treatment of Plaintiff and other Female Employees**

28. During the course of Plaintiff's employment, Schatzel sexually harassed Plaintiff, and his other female employees in Plaintiff's presence, on an almost daily basis.

29. Schatzel, a married man, often boasted to his female employees, including Plaintiff, that he brought women back to his office when his employees were not present to have sex with them.

30. Additionally, beginning in or around December 2013, soon after Schatzel hired Plaintiff, Schatzel commented to Plaintiff: “wow, I have a lot of big boobs in this office now.”

31. Still in or around December 2013, in reference to the buttocks of another one of his personal assistants, Ms. Nieves, Schatzel said: “look at that fatty!” Schatzel also made constant comments in reference to Ms. Nieves’s breasts, in Plaintiff’s presence, such as “wow, your boobs look really nice today.” Plaintiff also witnessed Schatzel inappropriately touch Ms. Nieves, grabbing her breasts on more than one occasion. At one point, Ms. Nieves also informed Plaintiff that Schatzel promised her a one-thousand dollar bonus paycheck if Ms. Nieves could “convince Doreen [Plaintiff] to have sex with him.”

32. Indeed, Defendant Schatzel made it his mission to try and convince Plaintiff to have sex with him on a near-daily basis.

33. Within the first week of her employment, Schatzel told Plaintiff that he “wanted to bend [her] over and fuck [her] on [her] desk.”

34. Merely two weeks into her employment, Schatzel asked Plaintiff if she would be able to stay later than her scheduled hours so that he could train her to utilize some office software. Instead of using the time Plaintiff spent in the office after her normal work hours to teach her how to use the office software, Schatzel took advantage of the fact that he was alone with Plaintiff in an office and showed her a pornographic video, displaying a woman performing oral sex on her boss. After showing Plaintiff the video, Schatzel asked Plaintiff: “Baby, do you think you can do this?” Plaintiff unequivocally stated “No.”



35. In or around December 2013, Schatzel texted Plaintiff during work hours, stating: “If mel [Ms. Nieves] goes to the ladies room imma [sic] send u [sic] a pick [sic] of my cock on your desk.” He then sent two subsequent text messages stating: “or ur [sic] chair,” and “or ur [sic] monitor.”

36. Schatzel sent Plaintiff photographs of his penis on numerous occasions.

37. For instance, in or around December 2013, Schatzel tricked Plaintiff into receiving photos of his penis. Specifically, Schatzel asked Plaintiff if she would like to see his shower. Plaintiff, confused by the question asked, “your shower?” Schatzel responded that he just built his home. Assuming that he meant that he had just renovated his home and bathroom, Plaintiff agreed to see photos of what she thought would be his renovated shower. Instead, however, Schatzel sent Plaintiff a photo of Schatzel standing in his shower nude, displaying his bare body from his chest down, including his penis.

38. On or about December 20, 2013, Schatzel engaged in a day-long text conversation with Plaintiff on her day off. Schatzel referred to Plaintiff as “baby,” and asked her what she was wearing. In response, Plaintiff stated that she was sick that day, and Schatzel replied by sending her a photo of his erect penis, stating: “morning hornyness . . . I want u [sic] to handle that.” When Plaintiff responded that he had a girlfriend, Schatzel stated: “ummm its [sic] mine and you can handle it when I ask . . . it’s connected to me which makes it mine and you wanna [sic] take care of me right?”

39. Plaintiff, feeling uncomfortable, attempted to change the topic of conversation and began to discuss work matters.

40. However, later that same day, unprompted, Schatzel texted Plaintiff that he and the other female employee in the office, Ms. Nieves, were going to “finish the bottle [of

alcohol],” and “we [Schatzel and Nieves] are fucking on your desk,” in Plaintiff’s absence. Shortly thereafter, Schatzel texted Plaintiff, stating: “I just came on your keyboard so it may work funny tomorrow.”

41. That same day, Schatzel continued to text Plaintiff, stating, “I wanna [sic] put my cock in your mouth so bad right now.”

42. Plaintiff did not respond to his vulgar text message because she felt uncomfortable and offended.

43. Indeed, when Plaintiff ignored Defendant’s text message, Defendant attempted to break the silence by asking Plaintiff: “Babyyy [sic] . . . you love me already don’t you?” Plaintiff, not knowing how else to respond to such a question from her boss, stated: “as a boss?” In response, Defendant expressed frustration in knowing that Plaintiff did not respond warmly to his question, stating: “U [sic] said as a boss... grrrrr.”

44. Indeed, on some occasions that Plaintiff rejected Schatzel’s advances, he viewed Plaintiff’s rejections as Plaintiff “playing hard to get.” On other occasions, Schatzel used her “no” as an opportunity to remind Plaintiff that if she acquiesced with what he asked and “took care of him” sexually, he would “take care” of her or her child, financially.

45. On one such occasion on December 17, 2013, Plaintiff nervously rejected Schatzel, stating “I don’t think so lol.” Defendant responded by stating: “Mmmmmmm its [sic] hot that u [sic] play tough with [sic] me but fyi I know u want me and u [sic] love that imma [sic] spoil ur [sic] ass . . . ” He further stated, “lets [sic] just hope u [sic] know how to respond to that type of [sic] treatment . . . I know ur [sic] a good girl, make sure u [sic] take of me right and u [sic] get it all,” implying that if Plaintiff engaged in sexual acts with him, he would reward her financially.

46. Also around the same time frame, Schatzel asked Plaintiff what her daughter, whom he referred to as his “future stepdaughter,” wanted for Christmas. Plaintiff stated that her daughter wanted a drum set and a karaoke machine. Defendant responded by stating, “Done . . . babe what [sic] I say? U gonna take care of me?”

47. In in or around December 2013, in response to Plaintiff stating that she “want[ed] a bottle of tequila,” Defendant stated: “I wanna blow job. Wanna trade?” Plaintiff made clear to Defendant that she did not want to give him a sexual favor in return, by stating “I’ll trade you money lol [sic].”

48. On another such occasion in or around January 2014, when Defendant allowed Plaintiff to take the day off of work due to inclement weather, Defendant told Plaintiff that he expected oral sex the next day in exchange for permitting her to take time off work.

49. In or around January 2014, Defendant bit Plaintiff’s buttocks in front of Plaintiff’s coworker, Ms. Nieves.

50. On numerous occasions, Defendant grabbed Plaintiff’s breasts.

51. On all instances, Plaintiff physically objected to Defendant’s sexual and physical conduct towards her by stiffening up and moving away from Defendant each time that he touched her, and by trying to change the subject in subsequent conversations with him.

52. Plaintiff, in need of her job to support her child and in fear that rejecting Schatzel, her direct supervisor, could put her job in jeopardy, did her best to reject his advances and consistently searched for replacement jobs.

53. In or around the end of January 2014, Plaintiff informed Schatzel that she would be taking a one-week vacation in February 2014. In response, Schatzel commented that “I don’t

usually allow new employees to take vacation days so soon, but you can go if you send me photos of yourself on vacation in Costa Rica.”

54. Plaintiff refused and did not send him any personal photographs of herself while on vacation.

55. Plaintiff returned to work from vacation on February 9, 2014.

56. On February 13, 2014, merely a few days after Plaintiff returned, Schatzel terminated Plaintiff’s employment.

**AS AND FOR A FIRST CAUSE OF ACTION**  
*Sexual Harassment/Gender Discrimination in Violation of the NYSHRL*

57. 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.

58. The NYSHRL prohibits gender discrimination and sexual harassment in any form, including subjecting an employee to a hostile work environment based on gender and *quid pro quo* sexual harassment by conditioning the terms and conditions of employment on the acquiescence to sexual advances or favors.

59. As described above, Plaintiff is an employee within the meaning of the NYSHRL, while Defendants are considered employers within the meaning of the NYSHRL.

60. As also described above, Defendants discriminated against and harassed Plaintiff in violation of the NYSHRL on the basis of her gender by treating her differently than they would have treated her had she been a man, specifically by subjecting her to a hostile work environment that was severe or pervasive that included disparate working conditions, a denial of the opportunity to work in an employment setting free of unlawful discrimination and harassment, unwelcomed sexual contact, and *quid pro quo* sexual propositions.

61. Defendants discriminated against Plaintiff on the basis of her sex, in violation of the NYSHRL, by creating, fostering, condoning, accepting, ratifying and/or otherwise negligently failing to prevent or to remedy a hostile work environment that included, among other things, severe or pervasive harassment of Plaintiff based on her gender.

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

63. As a direct and proximate result of these Defendants' unlawful discriminatory conduct in violation of the NYSHRL, 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.

**AS AND FOR A SECOND CAUSE OF ACTION AGAINST SCHATZEL ONLY**  
*Aiding and Abetting Discrimination in Violation of the NYSHRL*

64. 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.

65. Defendant Schatzel knowingly or recklessly committed the unlawful employment practices, discrimination, and harassment against Plaintiff stated herein in violation of the NYSHRL, including subjecting her to unwelcomed sexual contact and sexual advances, sending her lude photographs of his body, creating a hostile work environment that was severe or pervasive, and by making *quid pro quo* sexual propositions.

66. As a direct and proximate result of Schatzel's unlawful discriminatory conduct in violation of the NYSHRL, 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.

**AS AND FOR A THIRD CAUSE OF ACTION**

*Retaliation in Violation of the NYSHRL*

67. 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.

68. NYLL § 296(7) prohibits employers or their agents from discharging or otherwise discriminating or retaliating against any employee for having made a complaint to the employer regarding any violation of the NYSHRL.

69. As described above, Plaintiff engaged in protected activity under the NYSHRL.

70. As also described above, Defendants retaliated against Plaintiff for her protected activity by terminating Plaintiff's employment.

71. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYSHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages and 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.

**DEMAND FOR A JURY TRIAL**

72. Pursuant to the Federal Rules of Civil Procedure 38(b), Plaintiff demands a trial by jury on all causes 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 State 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 lost compensation and employee benefits that she would have received but for the Defendants' conduct;

E. 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;

F. 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;

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

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

I. Granting such other and further relief as this Court deems necessary and proper.

Dated: Great Neck, New York  
October 27, 2015

Respectfully Submitted,

BORRELLI & ASSOCIATES, P.L.L.C.

By:



---

MICHAEL J. BORRELLI, ESQ.  
ALEXANDER T. COLEMAN, ESQ.  
*Attorneys for Plaintiff*  
1010 Northern Boulevard, Suite 328  
Great Neck, New York 11021  
Tel. (516) 248-5550  
Fax. (516) 248-6027



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

**Index No.:**

---

**DOREEN MANTIONE,**

**Plaintiff,**

**- against -**

**C. BERMAN ASSOCIATES, and  
PRS CONSULTING, LLC,  
and PETER SCHATZEL,  
in his individual and professional capacities,**

**Defendants.**

---

**SUMMONS & COMPLAINT**

---

**BORRELLI & ASSOCIATES, P.L.L.C.  
Michael J. Borrelli, Esq.  
*Attorneys for Plaintiff(s)*  
1010 Northern Blvd. Suite 328  
Great Neck, New York 11021  
(516) 248-5550-Phone  
(516) 248-6027-Fax**

---

**ADMISSION OF SERVICE**

Service of a copy of the within is hereby admitted.

Dated: .....

Attorney(s) for

---

**NOTICE OF ENTRY**

**PLEASE TAKE NOTICE** that the within is a (certified) true copy of an Order duly entered in the office of the Clerk of the within named Court on  
**NOTICE OF SETTLEMENT**

**PLEASE TAKE NOTICE** that an Order, of which the within is a true copy, will be presented for settlement to the Hon. \_\_\_\_\_, one of the judges  
of the within named Court in \_\_\_\_\_, New York, on

Dated: Great Neck, NY  
October 27, 2015