

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

|                              |                                    |
|------------------------------|------------------------------------|
| -----X                       | Index No.:                         |
| GLORIA GONZALEZ,             | : Date filed:                      |
|                              | : :                                |
| Plaintiff,                   | : <b><u>SUMMONS</u></b>            |
|                              | : :                                |
| -v.-                         | : :                                |
|                              | : Venue is based on Defendant      |
| MANHATTAN AUTO CARE INC. and | : MAC's principle place of         |
| RICHARD RUBINO,              | : business at 275 Delancey Street, |
|                              | : New York, NY 10002.              |
| Defendants.                  | : :                                |
| -----X                       |                                    |

To the above-named Defendants:

**YOU ARE HEREBY SUMMONED** to answer the attached Verified Complaint of Plaintiff, DEMETRIA COPRICH, dated June 28, 2016, a true and accurate copy of which is served upon you herewith. You must serve your Verified Answer upon the undersigned attorneys either (1) within twenty days after service of this Summons and the attached Verified Complaint, exclusive of the day you received it, if you were served personally in the State of New York, or (2) within thirty days after service, exclusive of the day you received it, if you were not served personally in New York State.

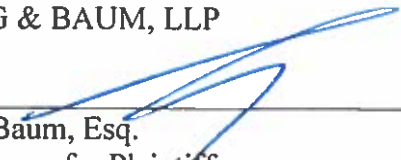
**PLEASE TAKE NOTICE** that should you fail to serve your Verified Answer within the time prescribed under applicable law, Plaintiff, GLORIA GONZALEZ, will take judgment against you by default for the relief demanded in the Verified Complaint pursuant to section 3215 of the New York Civil Practice Law and Rules.

Dated: New York, NY  
July 21, 2016

Yours, etc.

EISENBERG & BAUM, LLP

By: \_\_\_\_\_



Eric Baum, Esq.  
Attorneys for Plaintiffs  
24 Union Square East  
Fourth Floor  
New York, NY 10003  
(212) 353-8700

To:

Manhattan Auto Care, Inc.  
275 Delancey Street  
New York, NY 10002

Richard Rubino

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

-----X Index No.:  
GLORIA GONZALEZ, :  
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 Plaintiff, : **VERIFIED COMPLAINT**  
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 :  
 MANHATTAN AUTO CARE INC. and :  
 RICHARD RUBINO, :  
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 :  
 Defendants. :  
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Plaintiff GLORIA GONZALEZ, by her attorneys, EISENBERG & BAUM, LLP, as and for her Verified Complaint against Defendants, states as follows:

**THE PARTIES**

1. Plaintiff GLORIA GONZALEZ is an individual residing in New York County.
2. Defendant MANHATTAN AUTO CARE INC. (“MAC”) is a for-profit corporation created and licensed in the State of New York and doing business in New York County at 275 Delancey Street, New York, NY 10002.
3. Defendant RICHARD RUBINO (“RUBINO”) is an individual upon information and belief who is the owner of MAC and resides in New York County.

**JURISDICTION AND VENUE**

4. This Court has personal jurisdiction over the Defendants pursuant to C.P.L.R. §§301 and 302, because the Defendants are located in New York, reside in New York, are licensed to do business in New York and are transacting business in New York.
5. Venue is proper pursuant to C.P.L.R. §503 based on Defendant MAC’s principle place of business at 275 Delancey Street, New York, NY 10002.

## BACKGROUND

6. Plaintiff Gonzalez was hired by the defendants as an administrative assistant and commenced work in March 2015.

7. Due to her prior experiences with Defendant Rubino before commencing work in March 2015, Plaintiff Gonzalez made a point of being very clear to the defendants before beginning work in March 2015 that she would not tolerate any form of sexual communication or contact, and that only because they agreed to this condition did she accept employment.

8. In approximately May 2015, and continuously thereafter for the ten months, Plaintiff was victimized by incidents of verbal and physical sexual harassment, assault and battery. Ultimately, she was constructively terminated by them.

9. Defendant Rubino began his harassment of Plaintiff by requiring Plaintiff to consume alcohol during her work day, including shots of tequila, hot toddies and mimosas. Plaintiff was afraid to refuse these unwanted and unpleasant requirements because she needed her job to support herself and did not want to risk being fired. After requiring her to drink (and providing the alcohol), Defendant Rubino would make sexual comments to Plaintiff. He would comment that her breasts looked nice in a particular shirt or that her buttocks looked nice in some particular jeans. He would repeatedly and consistently make such comments on a daily basis, and began making such comments even at times when Plaintiff was not drinking. He would repeatedly and consistently ask her to “hug” or “kiss” him.

10. It was not long before Defendant Rubino escalated his verbal harassment. He would attempt to assert that Plaintiff had made some type of mistake in carrying out her duties and then he would ask for sexual favors, in a “quid pro quo” manner. He would tell her to come sit on his lap, or would say “you know what to do,” or would say “you can work that off now.”

From time to time, Plaintiff would need to receive an advance on her salary in order to pay living expenses, and frequently Defendant Rubino would tell her when she requested such an advance that she could avoid repayment by providing him with such sexual favors, on a “quid pro quo” basis.

11. Defendant Rubino then escalated from verbal to physical harassment. On numerous occasions he would reach out and attempt to touch plaintiff on the thigh/groin area or on the buttocks. On most occasions Plaintiff was able to slap his hand away before he made contact with her body, but on one occasion, around Christmas time in 2015, he was able to place his hand on her thigh and stroke her before she could push his hand away. Plaintiff made clear to Defendant Rubino that he must not touch her in a sexual manner and that she would not tolerate any further touching.

12. Defendant Rubino also escalated his harassment by making comments to third persons about Plaintiff. He commented to his partner in a strip club that Plaintiff could work in the club as a stripper and would “make a lot of money.” He referred to Plaintiff in front of customers as his “girlfriend” and he stated in front of Plaintiff’s cousin that he wanted to marry Plaintiff and then she would not have to work any longer.

13. Defendant Rubino also escalated his harassment by repeatedly asking Plaintiff out to dinner, to go shopping or to go on vacation with him. He made clear to her that he expected sexual favors in return, in a “quid pro quo” manner.

14. Throughout her period of employment, Plaintiff believed that she risked being terminated if she complained about or reported Defendant Rubino’s mistreatment of her. She needed her job, which provided the sole financial support for herself and her two children, and was afraid to lose it.

15. Finally, in March 2016, while Plaintiff was standing on a step ladder fixing the company printer with her back to him, Defendant Rubino grabbed and gripped her buttocks in a sexual manner. Plaintiff immediately objected to the conduct and left the premises in protest. She returned to work, but then left more than two hours early due to fear that further acts of sexual harassment would occur. Plaintiff subsequently confronted Defendant Rubino. During the conversation, Defendant Rubino admitted to having touched Plaintiff and promised never to do it again, begging her not to quit or take other action. Plaintiff had no choice but to leave the company since the harassment not only had not ceased but had escalated to the point where a sexual assault could only be avoided by leaving the company.

**AS AND FOR A FIRST CAUSE OF ACTION**  
**(Sexual Harassment: Hostile Workplace and Constructive Discharge**  
**– Against All Defendants)**

16. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs numbered “1” through “15” as if set forth more fully and at length herein.

17. Section 296.1(a) of the New York Human Rights Law, N.Y. Exec. Law § 290 *et seq.*, and Title 8 of the New York City Administrative Code, §8-107, prohibit sexual harassment in employment. Defendants were Plaintiff’s employers within the meaning of those laws.

18. Plaintiff deserved to retain her employment with Defendants, and to be awarded permanent employment, and did not do anything to merit discharge or discipline. Nevertheless, Defendants denied Plaintiff the benefits of employment, including all favorable conditions and emoluments thereof and created and allowed to exist a hostile, intolerable workplace based on sexual harassment that imposed upon her by the conduct of its employees and managers, of which they was well aware of and without any non-discriminatory basis therefor, and thereby constructively discharged her.

19. Defendants' actions were taken under circumstances giving rise to an inference of discrimination.

20. As a direct and proximate result of Defendants' discriminatory conduct, Plaintiff suffered adverse employment consequences. Plaintiff was caused to suffer lost past and future wages, professional opportunities, other valuable benefits and emoluments of employment as well as to endure severe emotional pain and trauma, all to her detriment.

**AS AND FOR A SECOND CAUSE OF ACTION**  
**(Sexual Harassment: Quid Pro Quo – Against All Defendants)**

21. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs numbered "1" through "20" as if set forth more fully and at length herein.

22. Section 296.1(a) of the New York Human Rights Law, N.Y. Exec. Law § 290 *et seq.*, and Title 8 of the New York City Administrative Code, §8-107, prohibit sexual harassment in employment. Defendants were Plaintiff's employers within the meaning of those laws.

23. Plaintiff deserved to retain her employment with Defendants, and to be awarded permanent employment, and did not do anything to merit discharge or discipline. Nevertheless, Defendants denied Plaintiff the benefits of employment, including all favorable conditions and emoluments thereof and subjected Plaintiff to unwelcome sexual conduct the reaction to which was used as a basis for decisions, either actual or threatened, affecting compensation, terms, conditions or privileges of employment. Defendants linked tangible job benefits to the acceptance or rejection of sexual advances.

24. Defendants' actions were taken under circumstances giving rise to an inference of discrimination.

25. As a direct and proximate result of Defendants' discriminatory conduct, Plaintiff suffered adverse employment consequences. Plaintiff was caused to suffer lost past and future

wages, professional opportunities, other valuable benefits and emoluments of employment as well as to endure severe emotional pain and trauma, all to her detriment.

**AS AND FOR A THIRD CAUSE OF ACTION**  
**(Gender Discrimination – Against All Defendants)**

26. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs numbered “1” through “20” as if set forth more fully and at length herein.

27. Section 296.1(a) of the New York Human Rights Law, N.Y. Exec. Law §290 *et seq.* and Title 8 of the New York City Administrative Code, §8-107 prohibit gender discrimination in employment. Defendants were Plaintiff’s employers within the meaning of those laws.

28. Plaintiff deserved to retain her employment with Defendants and did not do anything to merit discharge or discipline. Nevertheless, Defendants denied Plaintiff the benefit of employment, including all favorable conditions and emoluments thereof, because of hostility to Plaintiff based on her gender (female) and without any non-discriminatory basis thereof. Other employees who were male were not subject to the same acts of discrimination.

29. Defendants’ actions were taken under circumstances giving rise to an inference of discrimination.

30. As a direct and proximate result of Defendants’ discriminatory conduct, Plaintiff suffered adverse employment consequences. Plaintiff was caused to suffer lost past and future wages, professional opportunities, other valuable benefits and emoluments of employment as well as to endure severe emotional pain and trauma, all to her detriment.



**AS AND FOR A FOURTH CAUSE OF ACTION**  
**(Retaliation – Against All Defendants)**

31. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs numbered “1” through “30” as if set forth more fully and at length herein.

32. Section 296.1(a) of the New York Human Rights Law, N.Y. Exec. Law § 290 *et seq.* and Title 8 of the New York City Administrative Code, §8-107 prohibit retaliation against an employee who seeks to assert rights under the Human Rights Law. Defendants were Plaintiff’s employers within the meaning of those laws.

33. Plaintiff complained to Defendants about the mistreatment based on gender, race and sexual harassment inflicted upon her by employees, her immediate supervisors and managers of Defendants. In response, Plaintiff was subjected to additional mistreatment until her working conditions became unbearable, all with the knowledge and approval of Defendant for the purpose of punishing her for attempting to assert her rights.

34. Defendants’ actions were taken under circumstances giving rise to an inference of discrimination.

35. As a direct and proximate result of Defendants’ discriminatory conduct, Plaintiff suffered adverse employment consequences. Plaintiff was caused to suffer lost past and future wages, professional opportunities, other valuable benefits and emoluments of employment as well as to endure severe emotional pain and trauma, all to her detriment.

**AS AND FOR A FIFTH CAUSE OF ACTION**  
**(Intentional Infliction of Emotional Distress – Against Defendant Rubino)**

36. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs numbered “1” through “35” as if set forth more fully and at length herein.

37. Defendant Rubino, knowing that Plaintiff was psychologically and financially vulnerable, and solely for his own personal gratification, intentionally inflicted egregious emotional trauma upon Plaintiff.

38. As a result of Defendant Rubino's actions, Plaintiff suffered extreme emotional trauma.

**AS AND FOR A SIXTH CAUSE OF ACTION**  
**(Assault and Battery – Against Defendants Rubino)**

39. Plaintiff repeats, reiterates and re-alleges each and every allegation set forth in paragraphs numbered "1" through "38" as if set forth more fully and at length herein.

40. Defendant Rubino inflicted unwanted sexually-oriented touching and other offensive physical contact, upon the person of Plaintiff, and exposed her to other offensive conduct, and placed her in immediate fear of receiving such touching and physical contact.

41. As a direct and proximate result of these attacks and threats of attacks, Plaintiff was caused to suffer bodily injury and extreme emotional trauma, all to her detriment.

42. Defendant intentionally assaulted and battered Plaintiff causing her to endure physical injury and harm and humiliation, shame, fear, anxiety, and extreme emotional distress throughout her employment. Defendants' actions caused extreme emotional trauma.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully prays that this Court grant the following relief against the Defendants:

1. Enter a declaratory judgment, stating that Defendants' practices, policies and procedures subjected Plaintiff to sexual harassment, gender discrimination and retaliation, making her work environment a hostile workplace in violation of Section 296.1(a) of the New York Human Rights Law, N.Y. Exec. Law § 290 *et seq.* and Title 8 of the New York City

Administrative Code, § 8-107.

2. Enjoin Defendants from implementing or enforcing any policy, procedure, or practice that denies employees of any gender and/or sexuality and/or the full and equal enjoyment of Defendants' benefits, pay increases, promotional opportunities and advancement within the company, and specifically enjoin them:

- i. to develop, implement, promulgate, and comply with a policy providing for the training of each and every employee in the civil rights of employees in the workplace, including but not limited to the areas of gender and sexual discrimination, harassment and retaliation;
- ii. to develop, implement, promulgate, and comply with a policy providing for reporting and investigation of complaints regarding civil rights abuses, including but not limited to issues of gender and sexual discrimination, harassment and retaliation;
- iii. to develop, implement, promulgate, and comply with a policy providing for disciplinary measures to be imposed upon any person found responsible for civil rights abuses, including but not limited to gender and sexual discrimination, harassment and retaliation;

3. On the First Cause of Action, enter judgment against the named defendants and an award of compensatory damages for back pay, front pay, past and future employment benefits, damages for emotional distress, punitive and/or exemplary damages, attorneys' fees, pre and post-judgment interest, in an amount, in excess of the jurisdictional limits of any other court, to be determined at trial by the jury, and further relief as this Honorable Court deems just, equitable and proper;

4. On the Second Cause of Action enter judgment against the named defendants and an award of compensatory damages for back pay, front pay, past and future employment benefits, damages for emotional distress, punitive and/or exemplary damages, attorneys' fees, pre and post-judgment interest, in an amount, in excess of the jurisdictional limits of any other court, in an amount to be determined at trial by the jury, and further relief as this Honorable Court deems just, equitable and proper;

5. On the Third Cause of Action enter judgment against the named defendants and an award of compensatory damages for back pay, front pay, past and future employment benefits, damages for emotional distress, punitive and/or exemplary damages, attorneys' fees, pre and post-judgment interest, in an amount, in excess of the jurisdictional limits of any other court, to be determined at trial by the jury, and further relief as this Honorable Court deems just, equitable and proper;

6. On the Fourth Cause of Action enter judgment against the named defendants and an award of compensatory damages, damages for emotional distress, punitive and/or exemplary damages, pre and post-judgment interest, in an amount, in excess of the jurisdictional limits of any other court, in an amount to be determined at trial by the jury, and further relief as this Honorable Court deems just, equitable and proper;

7. On the Fifth Cause of Action enter judgment against the named Defendants and an award of compensatory damages, damages for emotional distress, punitive and/or exemplary damages, pre and post-judgment interest, in an amount, in excess of the jurisdictional limits of any other court, in an amount to be determined at trial by the jury, and further relief as this Honorable Court deems just, equitable and proper.

8. On the Fifth Cause of Action enter judgment against the named Defendants and an award of compensatory damages; damages for emotional distress, punitive and/or exemplary damages, pre and post-judgment interest, in an amount, in excess of the jurisdictional limits of any other court, in an amount to be determined at trial by the jury, and further relief as this Honorable Court deems just, equitable and proper.

Dated: New York, New York  
June 28, 2016

EISENBERG & BAUM, LLP

By: 

Eric M. Baum, Esq.  
Attorneys for Plaintiff Gloria Gonzalez  
24 Union Square East  
Fourth Floor  
New York, NY 10003  
(212) 353-8700

VERIFICATION

STATE OF NEW YORK    )  
                                          ) ss.:  
COUNTY OF NEW YORK )


The undersigned, GLORIA GONZALEZ, shows:

Deponent is GLORIA GONZALEZ, Plaintiff in the above-entitled action.

Deponent has read the foregoing Verified Complaint dated June 29, 2016, and states that, to deponent's knowledge, the same is true except as to matters herein stated to be alleged upon information and belief; as to those matters, deponent believes them to be true.

The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated: June 29, 2016

  
GLORIA GONZALEZ

Sworn to before me this  
29<sup>th</sup> day of June, 2016

  
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NOTARY PUBLIC



Index No.:

Year:

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

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GLORIA GONZALEZ,

Plaintiff,

-v.-

MANHATTAN AUTO CARE INC. and RICHARD RUBINO,

Defendants.

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**SUMMONS & VERIFIED COMPLAINT**

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**EISENBERG & BAUM, LLP**

**Attorneys for  
PLAINTIFF**

**Office and Post Address  
24 Union Square East  
Fourth Floor  
New York, NY 10003  
Tel: (212) 353-8700  
Fax: (212) 353-1708**

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Signature (Rule 130-1.1a)

\_\_\_\_\_  
Eric M. Baum, Esq.

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