

body, efforts to get her alone in his **hotel room** while traveling, repeated requests for her to go to **strip clubs**, comments about her own and other women's **breasts, asses and other intimate body parts** and frequent stories about his sexual relations with **strippers** and other **young, "hot women"** who he was apparently engaging in sexual relations with despite being married to Amy Silver, the Company's Chief Financial Officer and co-founder, and having two young children.

5. Mr. Silver funded his sexual pursuits with Company money by illegitimately characterizing the money he spent at strips clubs and on other woman as business expenses; and he was frequently joined by Rajen Patel, Partner and Head of Global Delivery at the Company, despite also being married with children.

6. On one occasion, Defendant Silver flat out threatened Ms. Green that she "**can't sue [him] for sexual harassment**" and cautioned her that he was responsible for her reviews.

7. Defendant Silver delayed giving Ms. Green a quarterly performance review for almost a year, using the review as leverage to make Ms. Green endure his sexually inappropriate and offensive conduct.

8. In January 2016, Defendant Silver finally gave Ms. Green a review. While Defendant Silver told Ms. Green that her work was beyond expectations, Ms. Green learned that Mr. Silver was at the same time telling the Company's management that she was not performing her job and rejecting attempts to recognize her work.

9. Ms. Green feared that Defendant Silver was using his position of authority to disparage her work because she had not been receptive to his sexually offensive conduct.

10. Ms. Green retained legal counsel to protect her against the unlawful conduct she was being forced to endure.

11. Within hours of receiving correspondence from Ms. Green's counsel, Defendants overtly retaliated against Ms. Green by terminating her email access and telling her that she did not need to come to work the next day, and was not expected to perform work through the weekend.

12. In addition, Ms. Green's administrative privileges were stripped, making it extremely difficult to perform her job responsibilities that were not otherwise being reassigned to other employees.

13. Ms. Green seeks redress for Defendants' unlawful discriminatory and retaliatory conduct in violation of the New York State Human Rights Law ("NYSHRL"), New York Executive Law §§ 290 *et seq.* and the New York City Human Rights Law, New York City Administrative Code §§ 8-101 *et seq.* ("NYCHRL").

PARTIES

14. Plaintiff Amy Green is a resident of the State of New York and at all relevant times met the definition of an "employee" under all applicable statutes.

15. Defendant Exusia, Inc. ("Exusia") is a Delaware domestic corporation with a primary place of business and office located in New York City. At all relevant times, Exusia was an "employer" within the meaning of all applicable statutes.

16. Defendant Trevor Silver upon information and belief is a resident of the State of Connecticut and at all relevant times was Chief Executive Officer ("CEO") of Exusia. In this position, Defendant Silver directly and indirectly supervised Ms. Green's work. At all relevant times, Defendant Silver was an "employer" or an "aider and abettor" within the meaning of all applicable statutes.

FACTUAL ALLEGATIONS

17. Prior to joining Exusia, Ms. Green worked as an attorney at one of the most respected domestic relations firms in Boston.

18. In 2015, Ms. Green decided to look for opportunities in New York City to grow her business skills, and had a friend refer her to Defendant Silver for an available position reporting directly to him.

19. The position appeared to be an exciting opportunity to join a fast-growing company where Ms. Green could take on more of a business-side role. In addition, the Company told Ms. Green that she would receive fully paid “premier travel opportunities” as part of her work, and ultimately accepted a lower salary on that premise. The Company also told Ms. Green that her compensation would be continuously adjusted based on her job performance, including quarterly reviews of her work.

20. On November 11, 2015, Ms. Green reported to Exusia’s headquarters in New York City (“NYC Office”) where she filled out paperwork, received her Company equipment and had a welcome lunch. That evening, Ms. Green drove to Westport, CT where she was temporarily staying as part of her relocation package.

“Now that you heard all the good, here’s the bad”

21. On November 12, 2015, Ms. Green went to Bridgewater Associates, LLP (“Bridgewater”) where she met Defendant Silver and received her credentials in connection with a project being performed on-site at Bridgewater.

22. After work, Defendant Silver took Ms. Green out to dinner at the White Horse Tavern. Towards the end of dinner, after discussing the work and her role at the Company, Defendant Silver transitioned the conversation by saying, “**Now that you heard all the good,**

here's the bad," and proceeded to tell Ms. Green that his "**outlet**" was strip clubs and that women were his "**vice.**" Defendant Silver further clarified that going to strip clubs was his form of "**relief,**" since while there he would turn off his cell phone and enjoy himself.

23. After disclosing this, Defendant Silver questioned her about her reaction. Ms. Green responded that she had heard about this type of man before and cautioned Defendant Silver that he should be mindful of the well-being of his wife and two young children.

24. On November 15, 2015, Ms. Green traveled with Defendant Silver to Boston. After checking into their respective hotel rooms, which were located across the hall from each other, Defendant Silver invited Ms. Green to dinner at the hotel's restaurant bar. During dinner, Defendant Silver asked Ms. Green very personal issues about her life, including about the loss of her father. At one point, Defendant Silver **rubbed Ms. Green's thigh and then let his hand linger there.**

25. Ms. Green felt uncomfortable and tried to end the dinner by telling Defendant Silver that she was tired and wanted to go to sleep. After paying the bill, Defendant Silver went with Ms. Greens upstairs to their hotel rooms. However, before Ms. Green could enter her hotel room, Defendant Silver embraced Ms. Green in a long hug. While pulling away from the hug, Defendant Silver **propositioned Ms. Green to go to his hotel room** by looking back to his room behind him and asking, "Yea?" Ms. Green relied, "No." Defendant Silver questioned her response by saying, "No?" Ms. Green replied no again, said goodnight and went into her hotel room alone.

26. On November 17, 2015, Defendant Silver and Ms. Green flew to Chicago and went straight from the airport to Tavern on Rush ("Tavern"). Defendant Silver told Ms. Green he would frequently go to Tavern while in Chicago. That night, one of the servers, Andrea

Beller, came over to their table to say hello to Defendant Silver and stayed around to talk to him even though she was not waiting on them.

27. After checking into the hotel, Defendant Silver gave Ms. Green his hotel room key and told her to **“take it in case she needs it.”** Defendant Silver ended up doing this multiple times while traveling with Ms. Green, and would have a smirk on his face when he gave her the hotel room key.

28. While in Chicago that week, Defendant Silver told Ms. Green about Alexandria Sarovich. Ms. Sarovich is a sommelier at the Chicago JW Marriott’s Florentine that Defendant Silver met while dining. Defendant Silver had apparently gotten her number and wanted to invite her out. Defendant Silver told Ms. Green that he was impressed with her knowledge of wine and described Ms. Sarovich as **“hot,” “young”** and **“in shape.”**

29. Defendant Silver also discussed with Ms. Green the female Tavern servers, including Ms. Beller, who he described as being **“so hot”** and boasted that he went out with the **“best looking girls.”**

30. On November 18, 2015, Defendant Silver invited Ms. Sarovich to dinner at RPM Steak with him, Ms. Green and two other Exusia employees, Raj Patel and Yuriy Furer. Defendant Silver hugged Ms. Sarovich when she arrived, sat close to her during dinner and appeared as if they were on a date.

31. After dinner, the entire group went to a rooftop bar. Ms. Green did not stay long and went back to the hotel without Defendant Silver since he was still with Ms. Sarovich. The next day, Ms. Sarovich posted on Instagram a photo of herself (potentially taken by Defendant Silver) in the clothes she wore at RPM Steak. The photo has the hashtag #rpmsteak with the comment, **“Special night in a beautiful city.”** Defendant Silver “liked” the photo.

“You can’t sue me for sexual harassment”

32. On November 19, 2015, Defendant Silver, Ms. Green and Mr. Patel flew to Austin for a meeting at Transunion. In the Austin hotel lobby, Defendant Silver told Ms. Green that he and Mr. Patel were going to a strip club that evening and invited Ms. Green to join. Ms. Green declined. Defendant Silver continued to pressure Ms. Green to go to the strip club. At one point, noticing that she was uncomfortable and annoyed with him persisting to ask her to go to the strip club, Defendant Silver warned Ms. Green, **“You can’t sue me for sexual harassment.”**

33. Ms. Green responded that that he should be mindful of what he did and said in front of her. Defendant Silver brushed her off, warning her that, **“I am responsible for your review.”**

34. On the morning of November 20, 2015, Defendant Silver and Mr. Patel proceeded to recount in graphic detail their prior evening at the strip club in front of Ms. Green. This conversation continued on the flight back to Chicago in the evening. Defendant Silver and Mr. Patel discussed the strippers’ physical attributes, including their **big asses and tits**, and at one point during the flight, Defendant Silver brought up the time that he had **unprotected anal sex with a black stripper in a hot tub**. Ms. Green, who sat next to Defendant Silver while he was talking across the aisle to Mr. Patel, did her best to tune out Defendant Silver and Mr. Patel’s crude exchange of sexually explicit stories about strippers.

35. After landing in Chicago, Defendant Silver, Ms. Green and Mr. Patel went to Tavern to meet with an Optum client. After meeting with the client, Defendant Silver told Ms. Green that he wanted to go out and asked if Ms. Green wanted to join. Ms. Green said that she was not interested and reminded Defendant Silver both in person and later by text that they had

an early flight back to New York so Defendant Silver could make it to one of his daughter's birthday.

36. On November 21, 2015, Ms. Green tried to contact Defendant Silver early in the morning about going to the airport. After not receiving a response, Ms. Green texted Defendant Silver that she was heading to the airport. Defendant Silver called Ms. Green on his way to the airport and that told her that he had just woken up in a different hotel downtown because he had gone out late with Ms. Sarovich after leaving Tavern. Defendant Silver boarded the plane as the doors to the flight were closing.

37. Ms. Green did not talk to Defendant Silver during the flight and Uber ride to Defendant Silver's home because she was upset that Defendant Silver put her in the uncomfortable situation of potentially having to explain to Amy Silver, Exusia's Chief Operating Officer and Defendant Silver's wife, why Defendant Silver missed his flight.

38. Later during her employment, Defendant Silver relayed one of his sexual encounters with Ms. Sarovich. Specifically, Defendant Silver told Ms. Green that one morning he **woke up Ms. Sarovich by performing oral sex**. After he was done, Ms. Sarovich said that his "wife must be so lucky to have someone like him." Defendant Silver responded, "She does not get this."

39. On November 23, 2015, Ms. Green attended an orientation at Bridgewater and worked there on-site. On November 24, 2015, Defendant Silver told Ms. Green to meet him at his home instead of Bridgewater so she could travel into the city with him. During the car ride, Defendant Silver gave Ms. Green a dollar bill and said with a smile and laugh, "Here take this, now you are on retainer, attorney-client privacy." Ms. Green responded seriously, "That's not how it works."

40. On November 29, 2015, Ms. Green traveled with Defendant Silver and Mr. Patel to South Africa to meet with prospective clients at Nedbank. Defendant Silver invited Ms. Green to come on the trip only a few days before and upgraded Ms. Green to business class so she could sit with him and Mr. Patel.

41. In Johannesburg, there was a group picture with Ab Initio clients where Ms. Green was standing to the right of the group at an angle. After looking at the picture, Defendant Silver showed it to Ms. Green and said, “**Wow, look at those,**” referring to her breasts. This was not the only time that Defendant Silver had commented on Ms. Green’s body, as Defendant Silver frequently would comment about Ms. Green going to the gym, that she was “**losing weight**” and that she was “**looking good.**”

42. Towards the end of the trip in South Africa, Defendant Silver invited the Nedbank clients to a strip club along with all the Exusia employees who had flown to South Africa. Since Ms. Green’s only means of safe transportation was the company van, Ms. Green’s had no option except to go to the strip club with the group.

43. Inside the strip club, Ms. Green sat uncomfortably while she saw the Nedbank clients and Exusia employees receive lap dances from completely nude strippers in close proximity. Ms. Green noticed that Mr. Patel left the group and disappeared to the back of the strip club for an extended period. Eventually, Ms. Green became so uncomfortable there that she decided to wait in the van.

44. On December 5, 2015, on the day before flying back to New York, Ms. Green flew to Dubai with the group. After checking into the hotel, Defendant Silver went alone with Leena Bohra, an Associate Director working in the India office, to retrieve her luggage that she left at the airport. When Defendant Silver and Ms. Bohra rejoined the group at lunch, Ms. Bohra

had changed into a short backless red dress, and during the lunch, Defendant Silver joked about going to the bathroom with Ms. Bohra to help her change, and suggested that something sexual happened between the two of them.

45. On December 6, 2015, Ms. Green returned to New York and worked in the NYC Office during the following week.

46. On December 14, 2015, Ms. Green traveled to Toronto to meet Defendant Silver, Ms. Silver, and Mr. Patel to have dinner with Transunion clients. The next morning, Ms. Silver left Toronto and Defendant Silver, Ms. Green and Mr. Patel went out to dinner with one of Mr. Patel's college roommates. After dinner, Defendant Silver told Ms. Green that the group was going to a strip club, For Your Eyes Only, and invited Ms. Green to join. Ms. Green declined, and had the Uber drop her off at the hotel before it continued to the strip club.

Strippers, Hot Girls and Infidelity

47. In January 2016, Ms. Green started working on-site at Bridgewater where she would act as the liaison between Defendant Silver and Bridgewater while Defendant Silver was away, and would support Defendant Silver when he would visit Bridgewater about once a week. Each week that Defendant Silver went to Bridgewater, he would relay to Ms. Green his escapades with various women. While telling these stories, Defendant Silver would share with Ms. Green **selfies of the Tavern girls dressed in revealing clothing or lying in bed**. Defendant Silver would also talk about his interactions with Ms. Beller.

48. Defendant Silver also shared with Ms. Green his regular interactions with a stripper named Isis, who Defendant Silver told Ms. Green was "**unbelievable**," that the types of things she would do were "**crazy**" and one would have to see her to believe it. During one time

Defendant Silver was talking about Isis at Bridgewater, Defendant Silver opened Isis's personal website on his computer and shared with Ms. Green the graphic naked photographs of Isis.

49. On another occasion, Defendant Silver pulled up the Facebook page of Heidi, the wife of the couple that moved into Defendant Silver and Ms. Silver's old home. Defendant Silver showed Ms. Green pictures of Heidi modeling in bikinis and nude, and while going through the pictures commented that she was "**so hot**" and had a "**great body**." Later, Defendant Silver shared a text message exchange with Heidi where he alluded to sushi being a woman's vagina.

50. On February 26, 2016, Bridgewater immediately terminated the project because Exusia was performing work outside of Bridgewater in contravention of the contract that specifically provided for all work to be performed on-site.

51. After the Bridgewater project ended, Ms. Green began working from the NYC Office and moved to Long Island City to be closer. Meanwhile, Defendant Silver continued to work from Chicago and rarely visited the NYC Office. However, Defendant Silver regularly spoke with Ms. Green on the phone where he would continue to share stories about his activities with the Tavern girls, including going with them to the "**hottest clubs**" and playing beer pong with them. Usually Defendant Silver would preface these conversations by asking Ms. Green if she was alone.

52. When Defendant Silver did see Ms. Green in person, he would continue to share pictures of the Tavern girls all dressed up to go out. On a couple occasions while Defendant Silver was away, he texted Ms. Green selfies of himself.

53. In or around June 2016, Defendant Silver scheduled and held reviews for all his direct reports, except for Ms. Green.

54. On October 31, 2016, Ms. Green went to Chicago for a few days to present training for Optum and Transunion clients. While in Chicago, Defendant Silver took Ms. Green to Tavern two nights in a row. On the second night, after the Cubs won the World Series, Defendant Silver stayed at Tavern where Ms. Beller was staying around waiting for him, dressed and ready to leave.

55. In December 2016, while preparing Defendant Silver's expense report, Ms. Green found on Defendant Silver's credit card statement a charge for airplane tickets to Miami listing Defendant Silver and Ms. Beller as the passengers. Defendant Silver had previously said he wanted to go to Miami by himself to relax while the rest of his family went to Vermont to ski – a pretext to take one of his girlfriends to Miami for her birthday – at the Company's expense. Ms. Green alerted Defendant Silver of the charge. Defendant Silver immediately blocked Ms. Silver from accessing her email so he could delete the copy of the credit card statement also emailed to Ms. Silver. Ms. Green then had to assist Ms. Silver with resetting her password so she could access her email.

56. This was not the only time that the Company's money was used to fund Defendant Silver's sexual pursuits. Rather, Defendant Silver habitually used the Company's money to pay for such things as strip clubs and travel, entertainment and gifts for his girlfriends by characterizing them as business expenses, along with the Company's many other illegitimate business expenses, such as compensation to Mr. Patel's wife and Ms. Silver's nanny, both of whom do not work for the Company.

57. When Defendant Silver would bring up his interactions with other women, Ms. Green would not ask details and would try to steer the conversation towards work. Ms. Green refused to stroke Defendant Silver's ego, which apparently had grown as fast as the Company.

Efforts to Get Ms. Green to Leave the Company

58. On January 21, 2017, Ms. Green was finally able to discuss her work performance with Defendant Silver, after months of trying to schedule a time to do so.

59. During the review, Defendant Silver told Ms. Green that she was performing above her level and some individuals at the Associate Director level. However, Defendant Silver said nothing about a promotion that quarter and Ms. Green learned that Defendant Silver had told others that she was not doing her job.

60. Ms. Green followed up the call with an email outlining the conversation and asking about a promotion that quarter. Defendant Silver called Ms. Green within minutes of receiving the email and assured her that he would advocate for a promotion.

61. A few days later, Ms. Green had a discussion with Ms. Silver about the review and Defendant Silver's promise to advocate on her behalf. Ms. Green was surprised and saddened to find out that Defendant Silver had not done as he promised. Ms. Silver also shared with Ms. Green a text message exchange where Ms. Silver asked about what they were going to do to promote Ms. Green or increase her compensation, and Defendant Silver responded, "Nothing."

62. On January 27, 2017, Ms. Green was further disappointed to learn that she did not receive a promotion.

63. As a result of Defendant Silver's conduct, Ms. Green has become increasingly stressed and troubled in her work environment. Based on the above, it is clear that Defendant Silver is treating her this way because she was not receptive to his advances and crude stories about his relations with other woman.

Shut Out of the Company

64. On February 2, 2016, Ms. Green through counsel sent a letter asserting claims of sexual harassment against the Company and Defendant Silver.

65. Within hours of receiving the letter, the Company terminated Ms. Green's email access and informed her that she was not expected to do work for the next few days. Ms. Green's access to the Company's shared drive was also terminated.

66. A few days later, the Company restricted her ability to perform administrative tasks, such as resetting email passwords, updating Outlook information, adding people to email distribution lists – all of which were previously part of her job.

67. Defendant Silver has also become almost non-response to Ms. Green's communications, and started reassigning some of Ms. Green's responsibilities to other employees.

FIRST CAUSE OF ACTION
(Discrimination in Violation of the NYSHRL)
Against All Defendants

68. Plaintiff hereby repeats, reiterates and re-alleges each and every allegation as contained in each of the preceding paragraphs, as though fully set forth herein.

69. Defendants have discriminated against Plaintiff in violation of the NYSHRL by subjecting Plaintiff to disparate treatment based upon her gender, including but not limited, subjecting her to verbal sexual harassment and a working environment where Defendant Silver's severe and pervasive conduct engendered the perception that women are objects for male exploitation rather than valued employees.

70. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYSHRL, Plaintiff has suffered and continues to suffer harm for which she is entitled to an award of damages, to the greatest extent permitted under law.

71. As a direct and proximate result of Defendants' unlawful retaliatory 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, as well as emotional pain and suffering, for which she is entitled to an award of monetary damages and other relief.

SECOND CAUSE OF ACTION
(Retaliation in Violation of NYSHRL)
Against All Defendants

72. Plaintiff hereby repeats and re-alleges each and every allegation in all of the preceding paragraphs, as though fully set forth herein.

73. Defendants retaliated against Plaintiff by terminating Plaintiff's email access and then restricting her ability to perform her normal work responsibilities after she asserted claims against Defendants.

74. As a direct and proximate result of Defendants' unlawful and retaliatory conduct in violation of the NYSHRL, Plaintiff has suffered and continues to suffer harm for which she is entitled to an award of damages, to the greatest extent permitted under law, in addition to reasonable attorneys' fees and expenses.

75. As a direct and proximate result of Defendants' unlawful retaliatory 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, as well as emotional pain and

suffering, for which she is entitled to an award of monetary damages and other relief.

THIRD CAUSE OF ACTION
(Discrimination in Violation of the NYCHRL)
Against All Defendants

76. Plaintiff hereby repeats and realleges each and every allegation in the preceding paragraphs as if set forth fully herein.

77. Defendants have discriminated against Plaintiff in violation of the NYCHRL by subjecting Plaintiff to disparate treatment based upon her gender, including but not limited, subjecting her to verbal sexual harassment and a working environment where Defendant Silver's severe and pervasive conduct engendered the perception that women are objects for male exploitation rather than valued employees.

78. As a direct and proximate result of Defendants' unlawful and discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic damages, including, but not limited to, loss of past and future income, compensation and benefits, for which she is entitled to an award of monetary damages, in addition to reasonable attorneys' fees and costs.

79. As a direct and proximate result of their unlawful discriminatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, severe mental anguish and emotional distress, for which she is entitled to an award of damages.

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

FOURTH CAUSE OF ACTION
(Retaliation in Violation of NYCHRL)
Against All Defendants

81. Plaintiff hereby repeats, reiterates, and realleges each and every allegation as contained in each of the preceding paragraphs as if fully set forth herein.

82. Defendants retaliated against Plaintiff by terminating Plaintiff's email access and then restricting her ability to perform her normal work responsibilities after she asserted claims against Defendants.

83. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, monetary and/or economic harm, including, but not limited to, loss of past and future income, compensation and benefits for which Plaintiff is entitled to an award of damages.

84. As a direct and proximate result of Defendants' unlawful retaliatory conduct in violation of the NYCHRL, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress for which Plaintiff is entitled to an award of damages.

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

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that the Court enter judgment in her favor and against Defendants for the following relief:

A. A declaratory judgment that the actions, conduct and practices of Defendants complained of herein violate the laws of the State of New York and the City of New York;

B. An injunction and order permanently restraining Defendants from engaging in any such further unlawful conduct, including the policies and practices complained of herein;

C. An award of damages, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages incurred as a result of Defendants' unlawful actions;

D. An award of damages to be determined at trial, plus prejudgment interest, to compensate Plaintiff for harm to her professional and personal reputation and loss of career prospects and fulfillment;

E. An award of damages to be determined at trial, to compensate Plaintiff for emotional distress and/or mental anguish incurred as a result of Defendants' unlawful actions;

F. An award of punitive damages to be determined at trial, to deter Defendants from engaging in any such further unlawful conduct, including the policies and practices complained of herein;

G. Such other and further relief as the Court may deem just and proper.

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: March 1, 2017
New York, New York

Respectfully submitted,

WIGDOR LLP

By: 

Douglas H. Wigdor
Bryan L. Arbeit

85 Fifth Avenue
New York, NY 10003
Telephone: (212) 257-6800
Facsimile: (212) 257-6845
dwigdor@wigdorlaw.com
barbeit@wigdorlaw.com

Attorneys for Plaintiff