

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

BARRETT GREENE and THOMAS ENG,

Plaintiffs,

- against -

AMBER ASIAN CUISINE INCORPORATED,
AMBER 135 INC., AMBER WEST 70 INC.,
AMBER 9 INC., AMBER 432 INC., QI YENG LIN,
and MR. FONG,

Defendants.

Index No.

Date Purchased:

SUMMONS

Plaintiffs designate New York
County as the place of trial.

The basis of the venue is
Defendants' principal place of
business.

JURY TRIAL REQUESTED

TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the Complaint in this action and to serve a copy of your answer or, if the Complaint is not served with this summons, to serve a notice of appearance, on the Plaintiffs' attorney within 20 days after service of this Summons, exclusive of the date of service, or within 30 days after service is complete if this Summons is not personally delivered to you within the State of New York.

YOU ARE HEREBY NOTIFIED THAT should you fail to answer, a judgment will be entered against you by default for the relief demanded in the Complaint.

Dated: New York, New York
September 14, 2012

HODGSON RUSS LLP

By: _____

Joseph P. Goldberg

Selyn Hong

Attorneys for Plaintiffs

Barrett Greene and Thomas Eng

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COMPLAINT

DEMAND FOR JURY TRIAL

Plaintiffs Barrett Greene and Thomas Eng by their attorneys, Hodgson Russ LLP, for their complaint against Defendants Amber Asian Cuisine Incorporated, Amber 135 Inc., Amber West 70 Inc., Amber 9 Inc., Amber 432 Inc., Qi Yeng Lin, and Mr. Fong allege as follows:

PRELIMINARY STATEMENT

1. This is an action for compensatory and punitive damages to redress unlawful sexual orientation discrimination in violation of the New York State Human Rights Law (“NYSHRL”) and the New York City Human Rights Law (“NYCHRL”).

2. Plaintiff Barrett Greene (“Greene”) is 50 years old. He is homosexual, and was to be married to his partner, Thomas Eng (“Eng”) on June 9, 2012.

3. Eng (collectively with Greene, “Plaintiffs”) is 38 years old. He is homosexual and was to be married to Greene on June 9, 2012.

4. Upon information and belief, Defendant Amber Asian Cuisine Incorporated (“AACT”), Defendant Amber 135 Inc. (“Amber 135”), Defendant Amber West 70 Inc. (“Amber

West 70”), Defendant Amber 9 Inc. (“Amber 9”), and Defendant Amber 432 Inc. (“Amber 432”) own and operate restaurants open to the general public. One of these restaurants was located in Manhattan’s Chelsea neighborhood at 432 Sixth Avenue, New York, New York 10011 and was called Amber Village.

5. Upon information and belief, Defendant Qi Yeng Lin (“Lin”) is the owner of AACI, Amber 135, Amber West 70, Amber 9, and Amber 432.

6. Upon information and belief, Defendant Mr. Fong (“Fong”) (collectively with AACI, Amber 135, Amber West 70, Amber 9, Amber 432, and Lin, “Defendants”) was the general manager of Amber Village.

7. In March, 2012, Greene met with Amber Village’s manager at the time, Tommy Ho (“Ho”) and made arrangements to hold Greene and Eng’s rehearsal dinner at Amber Village and to have their wedding catered by Amber Village.

8. Greene paid a deposit to Amber Village for the rehearsal dinner.

9. On March 30, 2012, Fong, as general manager of Amber Village, fired Ho for booking Greene and Eng’s “gay parties,” and Greene was told that the rehearsal dinner and wedding could no longer take place in or be catered by Amber Village.

10. Defendants never refunded to Greene the deposit for Greene and Eng’s rehearsal dinner.

11. Plaintiffs bring this action to remedy Defendants’ violations of the NYSHRL and the NYCHRL, both of which prohibit discrimination based upon sexual orientation in places of public accommodation. Defendants’ refusal to allow Plaintiffs to hold their rehearsal dinner at its restaurant and to have their wedding catered by Defendants’ restaurant has injured Plaintiffs.

VENUE

12. Venue is proper because Defendants are incorporated in New York, New York, and have their principal place of business in New York, New York.

PARTIES

13. Greene is an individual residing at 487 Erie Street, Lancaster, New York.

14. Eng is an individual residing at 60 E. 9th Street, #517, New York, New York.

15. Upon information and belief, AACI is a corporation organized under the laws of the State of New York. It owns and operates several restaurants in New York, New York, including Amber Village.

16. Upon information and belief, Amber 135 is a corporation organized under the laws of the State of New York. It owns and operates several restaurants in New York, New York, including Amber Village.

17. Upon information and belief, Amber West 70 is a corporation organized under the laws of the State of New York. It owns and operates several restaurants in New York, New York, including Amber Village.

18. Upon information and belief, Amber 9 is a corporation organized under the laws of the State of New York. It owns and operates several restaurants in New York, New York, including Amber Village.

19. Upon information and belief, Amber 432 is a corporation organized under the laws of the State of New York. It owns and operates several restaurants in New York, New York, including Amber Village.

20. Upon information and belief, Lin is the owner of AACI, Amber 135, Amber West 70, Amber 9, and Amber 432.

21. Upon information and belief, Fong was the general manager of Amber Village and Lin's son.

FACTUAL BACKGROUND

22. On March 9, 2012, Greene had an initial meeting with Ho at the Amber Village located on 432 Sixth Avenue, New York, New York 10011 ("Sixth Avenue Amber Village") about Greene's upcoming nuptials to Eng. At this meeting, Greene and Ho discussed having their wedding catered by Sixth Avenue Amber Village and holding their rehearsal dinner there.

23. Greene met with Ho for the second time at Sixth Avenue Amber Village, on or around March 23, 2012, where they agreed that the rehearsal dinner would take place on June 8, 2012 in the party room of Sixth Avenue Amber Village. They also agreed that Sixth Avenue Amber Village would be catering Greene and Eng's wedding. At this meeting, Greene paid to Sixth Avenue Amber Village a deposit in the amount of \$750.00 for the rehearsal dinner with his American Express credit card.

24. Greene and Ho agreed that the rehearsal dinner would consist of 30-40 guests, while the wedding would involve catering by Amber Village for around 200 guests.

25. On March 30, 2012, Ho called Greene and told him that Sixth Avenue Amber Village might be moving locations at the end of May, 2012, and that the Amber Village location at 135 Christopher Street, New York, New York 10014 could still host Greene and Eng's rehearsal dinner and cater their wedding.

26. Later on in the day on March 30, 2012, at around 6:00pm, Fong, the general manager of Sixth Avenue Amber Village, called Ho and told him that he had “something to discuss” with Ho that night.

27. At around 8:30pm on March 30, 2012, Fong came to Sixth Avenue Amber Village and met with Ho.

28. Fong was visibly angry and told Ho that he didn’t want any “gay parties” at Amber Village; Fong instructed Ho to “make an excuse” and tell Greene that his rehearsal dinner could not take place at Amber Village, and that his wedding could not be catered by Amber Village.

29. Fong also told Ho that it’s “very bad” for Amber Village to book “gay parties,” and that big groups of “gay parties” are especially bad for feng shui.

30. Fong then called the Amber Village bookkeeper and told him to come downstairs to where Fong and Ho were meeting. When the bookkeeper arrived, Fong paid Ho what the bookkeeper said Ho was owed in back wages and fired him, telling Ho, “you can go now.”

31. Soon after he was fired, Ho texted Greene and told him that he had been fired because he had booked Greene and Eng’s rehearsal dinner and the catering for their wedding at Amber Village. Ho also said that Greene could no longer have his rehearsal dinner at Amber Village or have his wedding catered by them.

32. Defendants never refunded to Greene the deposit for Greene and Eng’s rehearsal dinner.

33. Upon information and belief, Sixth Avenue Amber Village closed in or about June 2012.

FIRST CAUSE OF ACTION
(Violation of the NYSHRL – Sexual Orientation Discrimination)

34. Plaintiffs incorporate by reference paragraphs 1 through 33 as if set forth fully herein.

35. The NYSHRL prohibits discrimination based on sexual orientation by any person being the owner, lessee, proprietor, manager, superintendent, agent or employee of any place of public accommodation. N.Y. EXEC. LAW § 296(2)(a).

36. Sexual orientation is defined under the NYSHRL to include homosexuality. N.Y. EXEC. LAW § 292(27).

37. Amber Village is a restaurant, and therefore, a place of public accommodation as defined by the NYSHRL. N.Y. EXEC. LAW § 292(9).

38. Defendants engaged in an unlawful discriminatory practice by refusing to allow Plaintiffs to hold their rehearsal dinner at Amber Village or have their wedding catered by Amber Village because they are homosexual, in violation of New York State's laws prohibiting discrimination on the basis of sexual orientation. N.Y. EXEC. LAW § 296(2)(a).

39. Defendants' refusal to allow Plaintiffs to hold their rehearsal dinner at Amber Village or have their wedding catered by Amber Village on the basis of Plaintiffs' sexual orientation has caused Plaintiffs to suffer injuries including embarrassment, humiliation, and emotional distress.

SECOND CAUSE OF ACTION
(Violation of the NYCHRL – Sexual Orientation Discrimination)

40. Plaintiffs incorporate by reference paragraphs 1 through 39 as if set forth fully herein.

41. The NYCHRL prohibits discrimination based on sexual orientation by any person being the owner, lessee, proprietor, manager, superintendent, agent or employee of any place of public accommodation. N.Y. CITY ADMIN. CODE § 8-107(4).

42. Sexual orientation is defined under the NYCHRL to include homosexuality. N.Y. CITY ADMIN. CODE § 8-102(20).

43. Amber Village is a restaurant and, therefore, a place of public accommodation as defined by N.Y. CITY ADMIN. CODE § 8-102(9).

44. Defendants engaged in an unlawful discriminatory practice by refusing to allow Plaintiffs to hold their rehearsal dinner at Amber Village or have their wedding catered by Amber Village because they are homosexual, in violation of New York City's laws prohibiting discrimination on the basis of sexual orientation. N.Y. CITY ADMIN. CODE § 8-107(4).

45. Defendants knowingly and intentionally violated the NYCHRL.

46. Defendants' refusal to allow Plaintiffs to hold their rehearsal dinner at Amber Village or have their wedding catered by Amber Village on the basis of Plaintiffs' sexual orientation has caused Plaintiffs to suffer injuries including embarrassment, humiliation, and emotional distress.

WHEREFORE, Plaintiffs request that this Court enter judgment in their favor and against Defendants as follows:

1. Compensatory damages in an amount to be determined at trial pursuant to N.Y. EXEC. LAW § 297(4)(c) and N.Y. CITY ADMIN. CODE § 8-502(a).

2. Punitive damages in an amount to be determined at trial pursuant to N.Y. CITY ADMIN. CODE § 8-502(a).

3. Attorney's fees and costs pursuant to N.Y. CITY ADMIN. CODE § 8-502(f).
4. Such further relief as this Court deems just and proper.

Dated: New York, New York
September 14, 2012

HODGSON RUSS LLP

By: _____


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