

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

Index No.
Date purchased:

-----X
BRITTANY MARTINO,

Plaintiff designates:
New York County as the
Place of trial.

Plaintiff,

SUMMONS

-against-

CHENEL CAPITAL, LLC; RICHARD CHENEL;
ABC CORPORATIONS 1-5 (fictitious names describing
presently unidentified business entities); and JOHN DOES
1-5 (fictitious names describing presently unidentified
individuals), *individually and personally*

Defendants.

The basis of the venue is
Plaintiff's residence.

-----X
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 plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: May 17, 2022
New York, New York

By: /s/ Peter D. Valenzano
Peter D. Valenzano, Esq.

By: /s/ Emre Polat
Emre Polat, Esq.
Attorneys for Plaintiff, Brittany Martino

TO: Chenel Capital, LLC
1 World Trade Center
Suite 8500
New York, New York 10007

Richard Chenel
1 World Trade Center
Suite 8500
New York, New York 10007

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

-----X

BRITTANY MARTINO,

Plaintiff,

Index No.:

-against-

COMPLAINT

JURY TRIAL DEMANDED

CHENEL CAPITAL, LLC; RICHARD CHENEL;
ABC CORPORATIONS 1-5 (fictitious names describing
presently unidentified business entities); and JOHN DOES
1-5 (fictitious names describing presently unidentified
individuals),

Defendants.

-----X

Plaintiff Brittany Martino (hereinafter “Plaintiff” or “Ms. Martino” by and through her attorneys, McOmber McOmber & Luber, P.C. and Emre Polat, PLLC, alleges against Defendant Chenel Capital, LLC (“Defendant Chenel Capital”), Defendant ABC Corporations 1-5 (fictitious names describing presently unidentified business entities) (along with “Defendant Chenel Capital,” collectively referred to as the “Corporate Defendants”), Defendant Richard Chenel (“Defendant Chenel”), and Defendant John Does 1-5 (fictitious names describing presently unknown individuals) (along with “Defendant Chenel,” collectively referred to as the “Individual Defendants”) (collectively, the “Defendants”), upon information and belief, as follows:

1. Plaintiff complains pursuant to the laws of the State of New York and the Administrative Code of the City of New York, seeking damages to redress the injuries she has

suffered as a result of being sexually harassed, discriminated, and retaliated against by her former employer on the basis of her sex.

2. Upon complaining about the sexual harassment and hostile work environment, Plaintiff was subjected to further discrimination and retaliation.

NATURE OF CLAIMS

3. This is an action for declaratory, injunctive and equitable relief, as well as monetary damages, to redress Defendants' willful and malicious violations of the New York State Human Rights Law, N.Y. Exec. Law § § 290, et seq. (the "NYSHRL") and the New York City Human Rights Law, New York City Administrative Code § § 8-101, et seq. (the "NYCHRL"), as well as Defendants' negligent retention, hiring and supervision, by subjecting Plaintiff to continuous sexual harassment, abuse, assault, hostile work environment, discrimination and retaliation eventually leading to the wrongful termination of her employment.

4. This lawsuit arises out of an ongoing wrongful scheme by Defendants to sexually harass and discriminate against Plaintiff during her employment because of her gender.

5. This discrimination includes Defendants' systematic subjection of Plaintiff to degrading sexual harassment, including but not limited to, comments degrading Plaintiff based on her gender, thereby creating a sexually hostile work environment that was so inappropriate and outrageous that any member of society would take offense, in violation of New York State Human Rights Law and New York City Human Rights Law.

6. During her employment with Defendants, Plaintiff was subjected to lewd, vulgar, abusive, and repulsive sexual conduct by an erratic and abusive supervisor which ultimately led to her wrongful termination.

7. Defendants' conduct and ignorance of the sexual harassment laws and procedures throughout New York State and New York City led Plaintiff to be subjected to sexual harassment in the workplace.

8. Defendants have effectively turned a blind eye to the laws protecting its employees and aided and abetted in the violation of same by protecting its senior management.

9. Defendants' senior management and male counterparts subjected Plaintiff to outrageous and incessant sexual harassment, retaliation, intimidation, and abuse.

10. Indeed, rather than availing itself of the protective laws and regulation enacted by the New York State Legislature and New York City Council to prevent the very such conduct herein and protect female employees such as Plaintiff, Defendants instead retaliated against Plaintiff, the very female victim who had the temerity to denounce such conduct, all in an effort to silence Plaintiff and protect its own senior management and reputation.

11. This institutional indifference, ignorance of the law, and outright hostility and retaliation to the rights and dignity of a female employee has created and fostered a permissive and sexually toxic culture at Defendant Chenel Capital in which Plaintiff was treated as a sexual object among the management personnel and terminated as a result of her refusal to return Defendant Chenel's constant sexual advances.

12. Defendants' conduct was knowing, malicious, willful and wanton and/or showed a reckless disregard for Plaintiff, which has caused and continues to cause Plaintiff to suffer substantial economic and non-economic damages, emotional distress, and permanent harm to her professional and personal reputation.

JURISDICTION AND VENUE

13. This court has personal jurisdiction over Defendants pursuant to Sections 301 and/or 302 of the New York Civil Practice Law and Rules (“CPLR”) in that Defendants are registered with the New York State Department of Corporations, transact and/or solicit business within New York State, from which they derive substantial revenue.

PROCEDURAL REQUIREMENTS

14. Following commencement of this action, a copy of this Complaint will be served on the New York City Commission on Human Rights and the Office of the Corporation Counsel of the City of New York, thereby satisfying the notice requirement of § 8-502 of the New York City Administrative Code.

15. Any and all additional prerequisites to the filing of this suit have been met.

PARTIES

16. Plaintiff is a female and a resident of the State of New York, County of New York.

17. At all times relevant herein, Plaintiff was employed by Defendants as an Investor Relations Analyst.

18. At all times relevant herein, Plaintiff worked for Defendant Chenel Capital in New York City and met the definition of an “employee” under all applicable statutes throughout her employment with Defendants.

19. At all times relevant herein, Defendant Chenel Capital was and is a for-profit business duly organized to conduct business in the State of New York.

20. At all times relevant herein, Defendant Chenel Capital conducts business at its principal place of business located and registered at the premises located at 1 World Trade Center, Suite 8500, New York, New York 10007. At all times relevant hereto, Defendant Chenel Capital

meets the definition of an “employer” as defined under all applicable statutes during Plaintiff’s employment.

21. At all times relevant herein, Defendant Chenel was and is a resident of the State of New York.

22. At all times relevant herein, Defendant Chenel was and is the Founder and Managing Partner of Defendant Chenel Capital.

23. At all times relevant herein, Defendant Chenel was a superior and/or supervisor of the Plaintiff and was an agent, servant, and/or employee of Defendant Chenel Capital acting within the scope of his employment.

24. At all times relevant herein, Plaintiff was in a position subordinate to the Defendant Chenel with regard to her employment with the Defendant Chenel Capital.

25. At all times relevant herein, Defendant Chenel was in a supervisory or managerial position with the Defendant Chenel Capital.

26. At all times relevant herein, Plaintiff is a female and was employed by Defendant Chenel Capital as an Investor Relations Analyst reporting to Defendant Chenel.

27. At all times relevant herein, Defendant Chenel exercised control over the employment terms and conditions of Plaintiff and exercised the power and authority affecting the quality of employment of Plaintiff and other employees.

28. Defendants exercised control over the operations of the business and its compliance with the New York State Human Rights Law and the New York City Administrative Code with regard to sexual harassment prevention and training.

29. At all relevant times, Defendants Chenel and other male employees aided and abetted in the pervasive sexual harassment, discrimination and retaliation of Plaintiff.

FACTUAL ALLEGATIONS

30. On or about March 01, 2021, Plaintiff commenced her employment with Chenel Capital as an Investor Relations Analyst.

31. At all times the course of her employment, Plaintiff was a highly competent and diligent employee, loyally committed to Defendant Chenel Capital and the clients which it serves.

32. Indeed, although her employment was brief, Plaintiff made an immediate impact within the company as is evident from the raises, bonuses, and accolades she received as a result of her consistently stellar work performance.

33. Despite Plaintiff's demonstrated performance and optimism about the prospects of long-term employment, Plaintiff soon found herself the subject of a torrent of severe and pervasive sexual harassment within the workplace.

34. Rather than maintaining a work environment where female employees are respected, Defendant Chenel Capital maintains a work environment rife with misogyny.

35. At the center of this atmosphere of unapologetic chauvinism was the Founder and Managing Partner of Defendant Chenel Capital, Defendant Chenel.

A. Plaintiff Commences Her Employment And Is Immediately Subjected To Defendant Chenel's Incessant Sexual Harassment.

36. Defendant Chenel's attraction for Plaintiff was apparent from the moment Plaintiff's employment began.

37. Indeed, on just the second time meeting Plaintiff, Defendant Chenel saw fit to pester Plaintiff about her relationship status and demand Plaintiff pick out a man in the room she believed was "cute," and then explain to Defendant Chenel why Plaintiff believed that man was "cute."

38. Plaintiff was noticeably uncomfortable and intimidated by the Founder's clearly inappropriate inquiry. However, Plaintiff attempted to brush Defendant Chenel's comment off in hopes that this was merely a one-off occurrence.

39. Unfortunately for Plaintiff, this was only a prelude of the persistent sexual harassment to come. Little did Plaintiff know, Defendant Chenel intended to take advantage of every possible opportunity to flirt with Plaintiff in hopes of using his position of power over Plaintiff to leverage a romantic relationship with her.

40. During Plaintiff's employment, Defendant Chenel constantly attempted to find opportunities to isolate Plaintiff from her co-workers so he could further his ulterior motives for a romantic relationship with Plaintiff.

41. Consistent with Defendant Chenel's transparently archaic and sexist view of women, Defendant Chenel believed that demonstrating his wealth to Plaintiff would coax her into a relationship with Defendant Chenel.

42. For example, Defendant Chenel brought Plaintiff to a Porsche dealership merely to accompany him on a test ride. The visit to the dealership was not related to Plaintiff's work in any way and there was simply no reason to bring her along for the occasion. Nonetheless, Plaintiff was afraid that declining Defendant Chenel's request to accompany him would lead to retaliation.

43. On another occasion, Plaintiff, Defendant Chenel, and Steve Smail ("Mr. Smail") went out for a drink after work. After Mr. Smail left, Plaintiff tried to leave as well, but Defendant Chenel implored Plaintiff stay for another drink. Sensing Defendant Chenel's predatory behavior, Plaintiff declined and promptly left the bar.

44. Even more concerning, Defendant Chenel would go as far as to *require Plaintiff work from Defendant Chenel's apartment* on a regular basis solely so Defendant Chenel would have another opportunity to be alone with Plaintiff.

45. Worse, while working from Defendant Chenel's apartment, Defendant Chenel constantly asked Plaintiff to use the pool in his apartment building, which Plaintiff always declined, maintaining that her relationship with Defendant Chenel was strictly professional.

46. Each time Plaintiff was required to work from Defendant Chenel's home, Plaintiff desperately requested to leave work early to escape the intimidating situation.

47. Despite Plaintiff's constant, unambiguous declination to Defendant Chenel's sexual advances, Defendant Chenel refused to relent and continued trying to find opportunities to get Plaintiff alone with him.

48. Throughout Plaintiff's employment, Defendant Chenel badgered Plaintiff with questions about her love life.

49. Indeed, every time Defendant Chenel noticed Plaintiff on her cell phone, Defendant Chenel would ask, "Who are you texting? Your boyfriend? What a lucky guy."

50. Each and every time Defendant Chenel was around Plaintiff he would bombard Plaintiff with sexual commentary and remarks. By way of example, but no means limitation, Defendant Chenel would direct the following questions and comments to Plaintiff:

- "What's your type?";
- "Have you ever given a man an ultimatum?";
- "Have you ever made more than your partner?";
- "Would you ever date someone who made less than you?";
- "I could never be with a woman who makes more than me. No offense but *all women are gold diggers to an extent*";

- “In China, networking events are like dating events. People really go there just to date,” before proceeding to ask Plaintiff to invite her female friends to networking events.

51. Ever the consummate gentleman, Defendant Chenel did not limit his sexual harassment of Plaintiff to mere comments.

52. Indeed, Defendant Chenel’s perversion knew no bounds as he took every opportunity presented to him to give Plaintiff side hugs, rub Plaintiff’s lower back, and touch Plaintiff’s shoulders in clear attempts to flirt with Plaintiff.

53. Worse, most of Defendant Chenel’s sexual harassment was in plain view of Mr. Smail, who personally witnessed Defendant Chenel’s constant flirting with Plaintiff but chose to ignore it because he was friends with Defendant Chenel.

54. Defendant Chenel even went as far as to show Plaintiff a live feed of the “college girls” in Defendant Chenel’s apartment who were taking care of Defendant Chenel’s dog and clearly had no idea they were being watched. In doing so, Defendant Chenel openly displayed his perverse, voyeuristic tendencies and made Plaintiff palpably uncomfortable.

55. Worse yet, Defendant Chenel attempted to coerce Plaintiff to submit to a romantic relationship with him by offering Plaintiff a raise.

56. However—suspicious that Defendant Chenel was offering the raise expecting a romantic relationship in return—Plaintiff declined despite it being offered on multiple occasions.

57. Suffice to say, any reasonable woman and employee would believe that the terms of employment had irreparably altered, and the work environment became hostile.

58. Although Defendant Chenel’s constant sexual harassment made Plaintiff palpably uncomfortable at work, Plaintiff was afraid that complaining about same would cause Defendant Chenel to retaliate against her.

B. Defendant Chenel Launches A Campaign Of Retaliation Against Plaintiff For Refusing His Advances For A Romantic Relationship.

59. On or about June 01, 2021, Plaintiff's probation period of employment ended.

60. When Plaintiff was hired, Defendant Chenel promised that Plaintiff would be entitled to enrollment in the company's health insurance and 401(k) plans upon completion of the probation period.

61. However, when Plaintiff became eligible, Defendant Chenel decided to derisively rant to Plaintiff and Mr. Smail about how he believed health insurance was a "rip off" because it was too "expensive."

62. Defendant Chenel went on to ask Plaintiff whether she had health insurance, already knowing that Plaintiff did not and was awaiting the completion of her probationary period to enroll in Defendant Chenel Capital's plan.

63. In total disregard of his promise made at the beginning of Plaintiff's employment, Defendant Chenel flippantly attempted to force Plaintiff to decide whether she would want to be enrolled in the company's health insurance plan or the company's 401(k) plan, but not both.

64. Put differently, Defendant Chenel unilaterally decided to recant on his earlier promise that Plaintiff would be entitled to these benefits solely because Plaintiff refused to submit to Defendant Chenel's advances for a romantic relationship.

65. Adding insult to injury, Defendant Chenel went on to refuse Plaintiff reimbursement on legitimate business expenses which she personally incurred during her employment.

66. To the present day, Defendant Chenel has not reimbursed Plaintiff for these expenses.

67. Then, on June 08, 2021, Defendant Chenel suddenly decided to terminate Plaintiff's employment under the patently pretextual and misogynistic guise that, "[Plaintiff] demonstrated an aggressive, sometimes hostile attitude towards Senior Management."

68. Perhaps unsurprisingly, Defendant Chenel decided he would resort to this textbook pretextual excuse for terminating a female employee.

69. However, Defendant Chenel's true, discriminatory and retaliatory motive is apparent – Defendant Chenel terminated Plaintiff simply because she refused to submit to her superior's advances for a romantic relationship.

C. Even After Plaintiff's Termination, Defendant Chenel Capital Continues Retaliating Against Plaintiff By Interfering With Plaintiff's Attempts With Prospective Employers.

70. Unfortunately for Plaintiff, the campaign of retaliation continued beyond Plaintiff's termination.

71. Indeed, Defendant Chenel Capital deliberately chose to continue interfering with Plaintiff's prospective employment opportunities.

72. Beginning in or around September 2021, Mr. Smail was in contact with several of Plaintiff's personal business connections.

73. Plaintiff's business connections have been reaching out to Plaintiff informing Plaintiff that Mr. Smail was trying to "poach [Plaintiff's] connections."

74. Suffice to say, Mr. Smail would have no reason to contact Plaintiff's personal connections unless he intended to interfere with Plaintiff's relationship with them.

75. Therefore, it is clear that Mr. Smail—likely at Defendant Chenel's directive—began contacting Plaintiff's business connections in a further act of retaliation to stand in the way of Plaintiff obtaining subsequent employment.

76. As a result of the Defendants' willful and wanton acts of discrimination and retaliation against Plaintiff, Plaintiff has incurred significant economic and emotional distress damages.

AS AND FOR A FIRST CAUSE OF ACTION
(Hostile Work Environment in Violation of New York State Human Rights Law)

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

78. Executive Law § 296 provides for a hostile work environment claim where Plaintiff shows that her work environment involved serious or pervasive harassment of such quality or quantity that a reasonable employee would find the conditions of her employment altered for the worse.

79. The sexually hostile work environment for women created, perpetuated, encouraged, and maintained by Defendants, its officers, directors, supervisors, managers and/or employees violated Plaintiff's rights as provided under New York State Human Rights Law – Executive Law Section 290 *et. seq.*

80. As a consequence of the foregoing conduct by Defendants, Plaintiff has sustained and continues to sustain conscious pain and suffering, physical injury, great mental distress, shock, fright and humiliation. In addition, Plaintiff has incurred and continues to incur monetary economic loss as she was subjected to adverse employment action.

81. That as a direct result of the foregoing, Plaintiff has been damaged in an amount which exceeds the jurisdictional limits of lower Courts.

AS AND FOR A SECOND CAUSE OF ACTION
(Discrimination/Sexual Harassment in Violation of New York State Human Rights Law)

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

83. As a result of Defendants' discrimination, Plaintiff has been to be deprived of equal treatment, including but not limited to: equal pay for commensurate work; equal opportunities for promotion, advancement, increased compensation, and continued employment; and standards of conduct, because of her gender.

84. The aforesaid discriminatory acts by Defendants, its officers, directors, supervisors, managers and/or employees perpetrated against Plaintiff because of her gender, violated Plaintiff's rights under New York State Human Rights Law – Executive Law Article 15 Section 290 *et seq.*

85. As a consequence of the foregoing conduct by Defendants, Plaintiff has sustained and continues to sustain conscious pain and suffering, physical injury, great mental distress, shock, fright and humiliation. In addition, Plaintiff has incurred and continues to incur monetary economic loss as she was subjected to adverse employment action.

86. That as a direct result of the foregoing, Plaintiff has been damaged in an amount which exceeds the jurisdictional limits of lower Courts.

AS AND FOR A THIRD CAUSE OF ACTION
(Retaliation Under New York State Human Rights Law)

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

88. New York State Executive Law § 296(7) provides that is shall be an unlawful discriminatory practice: "For any person engaged in any activity to which this section applies to

retaliate or discriminate against any person because he has opposed practices forbidden under this article.”

89. The aforesaid acts of intentional retaliation against Plaintiff by Defendants, its officers, directors, supervisors, managers and/or employees violated Plaintiff’s rights provided under New York State Human Rights Law – Executive Law Section 290 *et. seq.*

90. As a consequence of the foregoing conduct by Defendants, Plaintiff has sustained and continues to sustain conscious pain and suffering, physical injury, great mental distress, shock, fright and humiliation. In addition, Plaintiff has incurred and continues to incur monetary economic loss as she was subjected to adverse employment action.

91. That as a direct result of the foregoing, Plaintiff has been damaged in an amount which exceeds the jurisdictional limits of lower Courts.

AS AND FOR A FOURTH CAUSE OF ACTION
(Hostile Work Environment in Violation of New York City Human Rights Law)

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

93. The sexually hostile work environment for women created, perpetuated, encouraged, and maintained by Defendants, its officers, directors, supervisors, managers and/or employees, violated Plaintiff’s rights as provided under New York City Human Rights Law Title 8 (‘NYCHRL’), *et. seq.*

94. As a consequence of the foregoing conduct by Defendants, Plaintiff has sustained and continues to sustain conscious pain and suffering, physical injury, great mental distress, shock, fright and humiliation. In addition, Plaintiff has incurred and continues to incur monetary economic loss as she was subjected to adverse employment action.

95. That as a direct result of the foregoing misconduct of Defendants, Plaintiff is entitled to compensatory damages, punitive damages, and attorneys' fees in the sum prescribed by NYC Human Rights Law Title 8 *et. seq.* and any other damages in an amount which exceeds the jurisdictional limits of lower Courts.

AS AND FOR A FIFTH CAUSE OF ACTION
(Discrimination/Sexual Harassment in Violation of New York City Human Rights Law)

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

97. As a result of Defendants' discrimination, Plaintiff has been deprived of equal treatment, including but not limited to: equal pay for commensurate work; equal opportunities for promotion, advancement, increased compensation, and continued employment; and standards of conduct, because of her gender.

98. The aforesaid discriminatory acts by Defendants, its officers, directors, supervisors, managers and/or employees, perpetrated against Plaintiff because of her gender, violated Plaintiff's rights under New York City Human Rights Law – Title 8 (“NYCHRL”), *et. seq.*

99. As a consequence of the foregoing conduct by Defendants, Plaintiff has sustained and continues to sustain conscious pain and suffering, physical injury, great mental distress, shock, fright and humiliation. In addition, Plaintiff has incurred and continues to incur monetary economic loss as she was subjected to adverse employment action.

100. That as a direct result of the foregoing misconduct of Defendants, Plaintiff is entitled to compensatory damages, punitive damages, and attorneys' fees in the sum prescribed by NYC Human Rights Law Title 8 *et. seq.* and any other damages in an amount which exceeds the jurisdictional limits of lower Courts.

**AS AND FOR A SIXTH CAUSE OF ACTION
(Retaliation Under New York City Human Rights Law)**

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

102. The New York City Administrative Code Title 8, § 8-107(1) (e) provides that it shall be an unlawful retaliatory practice: “For an employer... to discharge... or otherwise discriminate against any person because such person has opposed any practices forbidden under this chapter...”

103. The aforesaid acts of intentional retaliation against Plaintiff by Defendants violated Plaintiff’s rights provided under New York City Human Rights Law – Title 8 (“NYCHRL”), *et. seq.*

104. As a consequence of the foregoing conduct by Defendants, Plaintiff has sustained and continues to sustain conscious pain and suffering, physical injury, great mental distress, shock, fright and humiliation. In addition, Plaintiff has incurred and continues to incur monetary economic loss as she was subjected to adverse employment action.

105. That as a direct result of the foregoing misconduct of Defendants, Plaintiff is entitled to compensatory damages, punitive damages, and attorneys’ fees in the sum prescribed by NYC Human Rights Law Title 8 *et. seq.* and any other damages in an amount which exceeds the jurisdictional limits of lower Courts.

INJURY AND DAMAGES

106. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer the loss and/or partial loss of a career and the loss and/or partial loss of a salary, bonuses, benefits and other compensation which such employment entails, out-of-pocket medical expenses and Plaintiff has also suffered future pecuniary losses, emotional pain, suffering,

inconvenience, injury to reputation, loss of enjoyment of life, and other non-pecuniary losses.

Plaintiff has further experienced severe emotional and physical distress.

PRAYER FOR RELIEF

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

- A. Declaring that the Defendants engaged in unlawful employment practices prohibited by the New York State Executive Law § 296 et seq., and awarding Plaintiff a recovery for damages sustained;
- B. Declaring that the Defendants engaged in unlawful employment practices prohibited by the New York City Administrative Code Title 8, § 8-107 et seq., and awarding Plaintiff a recovery for damages sustained;
- C. Declaring that the Defendants harassed, discriminated against, retaliated against and terminated the Plaintiff on the basis of her sex and awarding Plaintiff a recovery for damages sustained;
- D. Awarding damages to the Plaintiff, retroactive to the date of her termination, for all lost wages and benefits resulting from the Defendants' unlawful employment practices in an amount that exceeds the jurisdictional limit of all lower courts;
- E. Awarding Plaintiff compensatory damages for her mental and emotional injuries in an amount that exceeds the jurisdictional limit of all lower courts;
- F. Awarding Plaintiff punitive damages;
- G. Awarding Plaintiff attorney's fees, costs and expenses; and
- H. Awarding Plaintiff such other relief as this 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: May 17, 2022
New York, New York

McOMBER McOMBER & LUBER, P.C.

/s/ Peter D. Valenzano

Peter D. Valenzano, Esq.
54 Shrewsbury Avenue
Red Bank, New Jersey 07701
(732) 842-6500
pdv@njlegal.com
Attorneys for Plaintiff, Brittany Martino

EMRE POLAT, PLLC
EMPLOYMENT ATTORNEYS

/s/ Emre Polat

Emre Polat, Esq.
45 Broadway, 14th Floor
New York, New York 10006
(212) 480-4500
emre@emrelaw.com
Attorneys for Plaintiff, Brittany Martino