

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

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Nicole Cook,

**Plaintiff,**

**COMPLAINT**

**-against-**

**JURY TRIAL DEMANDED**

**PAZ Management, Inc. D/B/A PAZ Health Care,  
The Avalon Assisted Living and Wellness Center,  
Jacob Reckess, Beth Zaccheo, and Teresa Marie  
Mulligan, *in their individual and professional  
capacities,***

**Defendants.**

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Plaintiff, Nicole Cook by and through her attorneys, Filippatos PLLC, hereby alleges against PAZ Management, Inc. D/B/A PAZ Health Care (“PAZ Health”), The Avalon Assisted Living and Wellness Center (“Avalon”) (together, “Corporate Defendants”), and Jacob Reckess, Beth Zaccheo, and Teresa Marie Mulligan, (together “Individual Defendants”) (collectively all known as, “Defendants”) as follows:

**PRELIMINARY STATEMENT**

1. Nicole Cook brings this suit against Paz Health — a New York State domestic for-profit company that operates three assisted living facilities for senior and disabled populations — Avalon, Jacob Reckess, Beth Zaccheo, and Teresa Marie Mulligan to seek justice for the discrimination she was subjected to on the basis of her sex (pregnancy) and retaliation she faced for her FMLA-protected maternity leave.

2. As detailed below, Defendants treated Ms. Cook adversely and subjected her to a hostile work environment due to her sex (pregnancy) and retaliated against her in response to her maternity leave in violation of Title VII of the Civil Rights Act of 1964 42 U.S.C. §§ 2000e *et seq.*

(“Title VII”); the Family and Medical Leave Act of 1993 (“FMLA”), 29 U.S.C. §§ 2601 *et seq.*; and the New York State Human Rights Law, New York State Executive Law, §§ 296, *et seq.* (“NYSHRL”).

**PARTIES, JURISDICTION, VENUE AND ADMINISTRATIVE PREREQUISITES**

3. At all times relevant hereto, Plaintiff Nicole Cook is a resident of the State of New York and County of Dutchess, New York.

4. At all times relevant hereto, Plaintiff was an employee of Paz Health and Avalon working from March 4, 2019, through January 9, 2023, in the State of New York, with the full knowledge and consent of Paz Health and Avalon.

5. Upon information and belief, PAZ Health employs over 50 individuals on a full-time or full-time equivalent basis and thus is subject to all statutes upon which Plaintiff is proceeding herein.

6. Upon information and belief, Avalon employs over 50 individuals on a full-time or full-time equivalent basis and thus is subject to all statutes upon which Plaintiff is proceeding herein.

7. Upon information and belief, PAZ Health owns, operates, and controls three assisted living facilities in New York State, including The Avalon Assisted Living and Wellness Center.<sup>1</sup> In doing so, PAZ Health controls the operational, business, and financial practices of such facilities.

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<sup>1</sup> Respondent PAZ Management identifies three Assisted Living Facilities at <https://pazmgmt.com/healthcare/facilities/> (last accessed September 17, 2024).

8. Upon information and belief, at all times relevant hereto, Avalon was and is a New York State domestic for-profit company maintaining its principal place of business at 1629 Route 376 Wappinger Falls, NY 12590.

9. At all times relevant hereto, Plaintiff was a full-time employee of Avalon and Paz working there for at least 12 months in excess of 1250 hours annually.

10. Upon information and belief, at all times relevant hereto, Defendant Reckess was President of Avalon and/or had supervisory authority over Plaintiff. Defendant Reckess had the authority to hire, terminate, and/or affect the terms and conditions of Plaintiff's employment, or to otherwise influence the decisionmaker of the same. Defendant Reckess had significant contacts with Avalon and Paz Health.

11. Upon information and belief, at all times relevant hereto, Defendant Zaccheo had supervisory authority over Plaintiff. Defendant Zaccheo had the authority to hire, terminate, and/or affect the terms and conditions of Plaintiff's employment, or to otherwise influence the decisionmaker of the same. Defendant Zaccheo worked primarily out of the New York office of Avalon.

12. Upon information and belief, at all times relevant hereto, Defendant Mulligan was Plaintiff's supervisor and/or had supervisory authority over her. Defendant Mulligan had the authority to hire, terminate, and/or affect the terms and conditions of Plaintiff's employment, or to otherwise influence the decisionmaker of the same. Defendant Mulligan worked primarily out of the New York office of Avalon.

13. Upon information and belief, at all times relevant hereto, like Plaintiff, Defendant Reckess, Defendant Zaccheo, and Defendant Mulligan (the "Individual Defendants") were employees of Avalon and Paz Health.

14. This Court has original jurisdiction over this matter pursuant to 28 U.S.C. §§ 1331 as this action involves federal questions regarding the deprivation of Plaintiff's civil rights under Title VII, and FMLA.

15. The Court has supplemental jurisdiction over the claims Plaintiff has brought under state law pursuant to 28 U.S.C. § 1367.

16. Venue is proper in this district pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events or omissions giving rise to this action, including the unlawful discrimination and retaliation alleged herein, occurred in this district.

#### **ADMINISTRATIVE REQUIREMENTS**

17. By: (a) filing a Charge of Discrimination with Equal Employment Opportunity Commission ("EEOC"); (b) receiving a Notice of Right to Sue ("NORTs") from the EEOC on January 10, 2025, and (c) bringing a complaint within 90 days of the issuance of the NORTs, Plaintiff has satisfied all procedural prerequisites for the commencement of the instant action.

#### **FACTUAL ALLEGATIONS**

18. In or around February or March 2019, Plaintiff responded to a post for an opening with Corporate Defendants for the position of Dietary Aide/Housekeeping.

19. Beth Zaccheo, Human Resources ("HR") representative and Teresa Marie Mulligan, Facility Administrator, PAZ Health interviewed Plaintiff. Subsequently, Plaintiff was hired and began to work for Corporate Defendants on or around March 4, 2019.

20. Although Plaintiff's initial role included responsibilities in housekeeping and in the kitchen as Dietary Aide, after about two weeks of work, Avalon asked Plaintiff which role she preferred.

21. Plaintiff responded that she preferred to work in the kitchen as a Dietary Aide.

22. Thereafter, Plaintiff was assigned the permanent and sole role as a Dietary Aide, until Corporate Defendants unlawfully demoted her.

23. As a Dietary Aide, Plaintiff's responsibilities included preparing food for the residents of the facility, serving and delivering the meals to the residents, washing pots and dishes, and cleaning up after meal periods.

24. For the first three years of Plaintiff's job with Corporate Defendants, her job went smoothly.

25. At each performance review period, occurring in or around March, Corporate Defendants provided positive reviews of Plaintiff's performance.

26. After three successful years of work with Corporate Defendants, Plaintiff settled into her job and decided to expand her family.

27. In or around December 2021, Plaintiff learned that she was pregnant.

28. At the time that Plaintiff learned of her pregnancy, she worked under Kim Gibb, the manager of the kitchen.

29. Ms. Gibb's responsibilities included preparing breakfast and lunch for the residents, supervising kitchen staff, establishing work schedules, and ordering food from suppliers and completing the "census," a method of tracking meals provided to residents for insurance reporting purposes.

30. Due to a shortage of staff, Ms. Gibb recommended that her daughter Cali (last name unknown) apply to work in the kitchen, in the same role as Plaintiff.

31. Upon information and belief, Ms. Zaccheo and Ms. Mulligan interviewed Ms. Cali and subsequently hired Ms. Cali for the position of Dietary Aide.

**I. Corporate Defendants Discriminate Against Plaintiff Due to Her Pregnancy and Retaliate Against Her for Reporting Discrimination by Demoting Her**

32. Plaintiff formally notified Ms. Mulligan of her pregnancy on or around February 2022.

33. In connection with her pregnancy, Plaintiff experienced physical limitations that impacted her ability to perform certain job-related functions.

34. In or around April 2022, the kitchen supervisor Shawn Martin provided a modification to Plaintiff's ancillary duties based on the physical limitations of her pregnancy.

35. At various times, instead of requiring Plaintiff to deliver meals to residents on the upper floor, Mr. Martin asked Plaintiff to complete one round of delivering meals; thereafter, Plaintiff would remain in the kitchen, preparing food and plating meals for the residents, an essential duty of her job.

36. Separately, on the days that boxes containing large cans of food were delivered to the facility, Mr. Martin would not require Plaintiff to lift the large boxes containing the large cans; rather, Plaintiff would unpack the boxes and place the cans into storage.

37. On one Thursday night, while working with her supervisor Mr. Martin and alongside Ms. Cali, Ms. Cali was upset about the modifications that Mr. Martin provided to Plaintiff based on her pregnancy.

38. That night, Plaintiff was plating the food and Ms. Cali was delivering the meals using a cart. Several rounds of delivery were required to serve each of the facility's residents.

39. When Ms. Cali returned with an empty cart, she slammed the cart into the counter immediately next to where Plaintiff was standing and working.

40. Plaintiff, already suffering from medically treated anxiety, was instantly placed in a state of distress over Ms. Cali's aggression. Plaintiff looked to Mr. Martin for support as he witnessed the incident. Mr. Martin instantly stated that should Ms. Cali repeat the action, he would step in to resolve the issue.

41. Plaintiff did not expect that night to be the turning point in her history with Avalon.

42. When Ms. Cali returned to receive a new set of meals to be served, she, again, slammed the cart into the counter immediately next to where Plaintiff was standing and working. This was an intentional attempt to intimate Ms. Cook and cause her distress due to Ms. Cali being disappointed that Ms. Cook did not have to perform certain tasks due to pregnancy related accommodations.

43. Mr. Martin denounced Ms. Cali's conduct and warned her to stop her conduct. Ms. Cali did not respond to Mr. Martin's warning.

44. A week or so after the incident with Ms. Cali, Plaintiff raised her concern over Ms. Cali's conduct with Ms. Gibb, kitchen manager.

45. Apparently already aware of Ms. Cali's unlawful harassment toward Plaintiff – yet never investigating the incident – Ms. Gibb stated, "I already know – go ahead." Plaintiff explained what had occurred and to her shock, Ms. Gibb responded "well, did she hit you?"

46. Despite being immediately distressed over Ms. Gibb's response, Plaintiff held her composure and stated to Ms. Gibb that she understood her procedural obligation to report any problems to her first line supervisor.

47. Plaintiff immediately sought the assistance of Ms. Mulligan.

48. Plaintiff told Ms. Mulligan about Ms. Cali's conduct that occurred in response to her need for pregnancy related accommodations and Ms. Gibb's flippant response to her protected complaints.

49. Ms. Mulligan stated that she would "take care of it."

50. Within a day or two of Plaintiff's complaint about Ms. Gibb to Ms. Mulligan, Ms. Cali made known her underlying unlawful bias against Plaintiff very clearly and loudly.

51. The next time Plaintiff worked with Ms. Cali, a shipment of many boxes containing large cans of food arrived. Plaintiff was required to unpack and place the cans into storage but not lift the large and heavy boxes.

52. Ms. Cali began to curse and yell out loud. In doing so, Ms. Cali yelled that Plaintiff was, "using her pregnancy as an excuse to not do anything." Ms. Cali further yelled that it was not "fair" that Ms. Cali and others "have to do more" than Plaintiff just because Plaintiff was pregnant. Ms. Gibb was working that day and witnessed Ms. Cali's angry outburst. Yet, Ms. Gibb did nothing to intervene or address the discrimination and hostile work environment caused by Ms. Cali.

53. Due to Ms. Cali's angry and vulgar outburst concerning Ms. Cook's pregnancy, Ms. Cali's animus towards Plaintiff based on her pregnancy was clear.

54. Again, deeply distressed over yet another aggressive incident with Ms. Cali, Plaintiff went immediately to Ms. Mulligan's office, where Monica Houshower was also present.

55. Working through her severe distress and tearfully pleading for help, Plaintiff reported Ms. Cali's discrimination and Ms. Gibb's retaliatory refusal to address the hostile work environment that she witnessed firsthand.



56. Despite Ms. Mulligan and Ms. Houshower's prior knowledge of Plaintiff's debilitating anxiety, Ms. Mulligan – appearing vexed at Plaintiff's distress – told Plaintiff to “calm down.”

57. Rather than investigating and correcting Ms. Gibb and Ms. Cali's unlawful conduct, Ms. Mulligan decided to send Plaintiff home for the day.

58. An hour after Plaintiff left, she received a call from Ms. Mulligan.

59. Still reeling from the shock, distress, and humiliation over Ms. Cali's public degradation of Plaintiff's pregnancy and Ms. Gibb's indifferent response, Ms. Mulligan, in yet another appalling incident of Avalon's unlawful practices, retaliated against Plaintiff for making her protected complaints, by telling her that she would not be permitted to return to work in the kitchen, but would now be demoted to a role in Housekeeping.

60. Ms. Mulligan's retaliatory message was clear to Plaintiff: she would have the choice to accept the demotion to Housekeeping or lose her job.

61. Many months into her pregnancy and facing a deep financial strain should she reject the demotion, Plaintiff acquiesced and accepted the transfer to Housekeeping.

62. As a result of the demotion, Plaintiff's schedule changed, and she lost overtime hours that she had worked on Thursday evenings which Plaintiff relied upon to support her family. This caused Plaintiff's compensation to decrease and caused financial strain during an important time in Plaintiff's life.

63. From April through May 2022, Plaintiff worked in housekeeping.

64. Plaintiff was permitted to return to work in the kitchen, upon information and belief, only after Ms. Cali was terminated for misconduct unrelated to her discrimination towards Plaintiff and Ms. Gibb's subsequent resignation.

65. Upon information and belief, Corporate Defendants took no disciplinary measures against Ms. Cali nor Ms. Gibb for their unlawful conduct toward Plaintiff.

**II. Avalon Furthers Its Discrimination and Retaliation by Terminating Plaintiff in Response to Her Maternity Leave**

66. In or around mid-May 2022, Nadine Koch was hired as the kitchen manager, taking over the role and responsibilities of Ms. Gibb.

67. After Ms. Koch's hire, Plaintiff returned to work in the kitchen and continued to work in the kitchen until taking her FMLA-protected maternity leave starting August 8, 2022.

68. Months later, on October 25, 2022, Ms. Koch sent Plaintiff a text message acknowledging her on the birth of her daughter and asked about her date of return to work.

69. Plaintiff responded that she would return to work in February 2023 after the end of her Paid Family Leave ("PFL"). Ms. Koch acknowledged her response and stated that she would report Plaintiff's estimated return date to Corporate Defendants.

70. On December 2, 2022, Ms. Mulligan contacted Plaintiff and asked how she was doing. Plaintiff responded that she was doing well. They again acknowledged that Plaintiff would return to work in February.

71. On February 8, 2023, Ms. Koch contacted Plaintiff by text, and immediately thereafter held a follow-up telephone call. In the call, Ms. Koch asked about Plaintiff's return date and Plaintiff responded that she would return to work on February 20, 2023. Ms. Koch stated that she would inform Corporate Defendants about Plaintiff's specific return date.

72. On February 10, 2023, Plaintiff called Paz Health's main office to inquire about the status of a payment she believed she was owed due to government Covid-19 relief programs.

73. Shifting the topic of the call, Ms. Maria then asked Plaintiff when she would be returning to work. Plaintiff informed Ms. Maria that she had already informed Ms. Koch on February 8, 2023, that she would be returning to work on February 20, 2023 and that Ms. Koch had stated that she would convey that information to Corporate Defendants.

74. Later that day, Plaintiff called Avalon and asked for more information about the relief payment. Plaintiff was directed to call Ms. Mulligan. Ms. Mulligan then brought Ms. Zaccheo into the call. Abruptly and without any prior notice, Ms. Mulligan stated that because Plaintiff “abandoned her job,” her effective date of termination was on January 9, 2023.

75. At no time prior to January 9, 2023, did Avalon, Paz Health, Ms. Mulligan or Ms. Zaccheo dispute Plaintiff’s February return date to work – not on October 25, December 2, or December 27, 2022. It had become clear that Plaintiff was being retaliated against for taking FMLA-protected maternity leave. Such action was also a continuation of the hostile work environment that Plaintiff was subjected to due to her pregnancy.

76. Furthermore, at no time between January 9 and January 25, 2023, did Defendants contact Plaintiff. She received no phone calls, no emails, nor any text messages from anyone working for Avalon or Paz Health.

77. Because Plaintiff strongly disputed Ms. Zaccheo’s assertion of job abandonment as being an unlawful termination, she asked to speak with Jacob Reckess, Avalon’s President and son of Avalon’s named owners Azriel “Azzy” Reckess and Paula Reckess.

78. On February 14, 2023, Ms. Zaccheo organized a Zoom call with Mr. Reckess, scheduled for February 20, 2023.

**III. Paz Health's President Mr. Reckess Joins in the Harassment, Discrimination, and Retaliation Against Plaintiff**

79. At the February 20, 2023, video call, Mr. Reckess, Ms. Zaccheo, Ms. Mulligan and Ms. Houshower appeared.

80. Plaintiff referenced and physically exhibited documentary proof of her notifications of her return to work in February, disputing the assertion by Individual Defendants that Plaintiff did not intend to return to work.

81. Mr. Reckess proceeded to disregard Plaintiff's assertions. At one point during the call, Ms. Mulligan harassed Plaintiff, and stated, "get your lies straight."

82. Mr. Reckess permitted and led the harassment and retaliation against Plaintiff.

83. Astoundingly, Ms. Zaccheo's asserted that Ms. Koch had provided a written statement denying having any contact with Plaintiff about her return date. Upon information and belief, Corporate Defendants directed Ms. Koch to provide the materially false statement.

84. Mr. Reckess, joined by Ms. Zaccheo, continued to falsely claim that Plaintiff abandoned her job.

85. Refusing to back down, Defendants terminated Plaintiff's employment as a result of her pregnancy and FMLA-protected maternity leave.

**FIRST CAUSE OF ACTION**  
**Discrimination in Violation of Title VII**  
***Against Paz Health and Avalon***

86. Plaintiff repeats and re-alleges the allegations contained in all the preceding paragraphs of this Complaint as if set forth herein.

87. Based on the facts alleged herein, Defendants Paz Health and Avalon have engaged in unlawful employment practices prohibited by Title VII by discriminating against Plaintiff on the basis of her sex (pregnancy).

88. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages, including, but not limited to, economic and pecuniary losses (past and future) – such as income, salary, bonuses, and other compensation that her employment entailed, severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering, the inability to enjoy life’s pleasures, and other non-pecuniary losses and special damages.

89. Accordingly, as a result of the unlawful conduct of Defendants Paz Health and Avalon, Plaintiff has been damaged and is entitled to the maximum compensation available to her under this law, including, but not limited to, punitive damages.

**SECOND CAUSE OF ACTION**  
**Retaliation in Violation of Title VII**  
***Against Paz Health and Avalon***

90. Plaintiff repeats and re-alleges the allegations contained in all the preceding paragraphs of this Complaint as if set forth herein.

91. Based on the facts alleged herein, Defendants Paz Health and Avalon have engaged in unlawful employment practices prohibited by Title VII by retaliating against Plaintiff because of her protected activity regarding the discrimination she faced on the basis of her sex (pregnancy).

92. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages, including, but not limited to, economic and pecuniary losses (past and future) – such as income, salary, bonuses, and other compensation that her employment entailed, severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering, the inability to enjoy life’s pleasures, and other non-pecuniary losses and special damages.

93. Accordingly, as a result of the unlawful conduct of Defendants Paz Health and Avalon set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to her under this law, including, but not limited to, punitive damages.

**THIRD CAUSE OF ACTION**  
**Unlawful Retaliation/Discrimination in Violation of FMLA**  
***Against Avalon and Paz Health***

94. Section 2612(a)(1)(A) of the FMLA, states in pertinent part: “an eligible employee shall be entitled to a total of 12 workweeks of leave during any 12-month period...Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.”

95. Furthermore, Section 2615(a) of the Family Medical Leave Act, states in pertinent part:

Interference with rights.

(1) Exercise of rights. It shall be unlawful for any employer to interfere with, restrain, or deny the exercise of or the attempt to exercise, any right provided under this subchapter.

(2) Discrimination. It shall be unlawful for any employer to discharge or in any other manner discriminate against any individual for opposing any practice made unlawful by this subchapter.

96. By the actions described above, among others, Defendants Avalon and Paz Health have discriminated and/or retaliated against Plaintiff for exercising her FMLA rights by terminating Plaintiff’s employment while she was on and in response to her FMLA protected maternity leave.

97. As a direct and proximate result of Defendants Avalon and Paz Health’s unlawful conduct in violation of the FMLA, Plaintiff has suffered, and will continue to suffer, monetary and/or other economic harm for which she is entitled to an award of monetary damages, liquidated damages, and other relief.

98. As a direct and proximate result of Defendants Avalon and Paz Health's unlawful conduct in violation of the FMLA, Plaintiff has suffered, and continues to suffer, mental anguish and emotional distress, 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.

**FOURTH CAUSE OF ACTION**

**Discrimination in Violation of New York State Human Rights Law ("NYSHRL")  
*Against All Defendants***

99. Plaintiff repeats and realleges the allegations contained in the foregoing paragraphs as if fully and completely stated herein.

100. N.Y. Executive Law § 296 provides that:

It shall be an unlawful discriminatory practice: "(a) For an employer or licensing agency, because of an individual's age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, marital status, or domestic violence victim status, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment."

101. Defendants engaged in unlawful discriminatory practice by discriminating against Plaintiff because of her sex (pregnancy).

102. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will each continue to suffer damages including but not limited to economic and pecuniary losses (past and future) – such as income, salary, benefits, bonuses, commission and other compensation that their employment entailed; severe emotional, psychological and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

103. Accordingly, as a result of Defendants' unlawful conduct, Plaintiff has been damaged as set forth herein and each is entitled to the maximum compensation available under this law.

**FIFTH CAUSE OF ACTION**  
**Retaliation in Violation of New York State Human Rights Law ("NYSHRL")**  
***Against All Defendants***

104. Plaintiff repeats and re-alleges the allegations contained in all the preceding paragraphs of this Complaint as if set forth herein.

105. Executive Law § 296 provides that:

1. It shall be an unlawful discriminatory practice: "(e) For any employer, labor organization or employment agency to discharge, expel or otherwise discriminate against any person because he or she has opposed any practices forbidden under this article or because he or she has filed a complaint, testified or assisted in any proceeding under this article."

106. Based on the facts alleged herein, Defendants have engaged in unlawful employment practices prohibited by NYSHRL by retaliating against Plaintiff because of her protected activity regarding the discrimination she faced on the basis of her sex (pregnancy).

107. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages, including, but not limited to, economic and pecuniary losses (past and future) – such as income, salary, bonuses, and other compensation that her employment entailed, severe emotional, psychological, and physical stress, distress, anxiety, pain and suffering, the inability to enjoy life's pleasures, and other non-pecuniary losses and special damages.



108. Accordingly, as a result of Defendants' unlawful conduct set forth herein, Plaintiff has been damaged and is entitled to the maximum compensation available to her under this law, including, but not limited to, punitive damages.

**SIXTH CAUSE OF ACTION**  
**AIDING AND ABETTING UNDER NYSHRL**  
***Against Individual Defendants***

109. Plaintiff repeats and realleges each and every allegation made in the above paragraphs of this Complaint as if fully set forth herein.

110. New York State Executive Law §296(6) provides that it shall be an unlawful discriminatory practice: "For any person to aid, abet, incite compel or coerce the doing of any acts forbidden under this article, or attempt to do so."

111. Individual Defendants engaged in an unlawful employment practice in violation of New York State Executive Law § 296(6) by aiding, abetting, inciting, compelling, and coercing the discriminatory conduct against Plaintiff.

112. As a result of the acts and conduct complained of herein, Plaintiff has suffered and will continue to suffer damages including but not limited to economic and pecuniary losses; severe emotional, psychological and physical stress, distress, anxiety, pain and suffering; the inability to enjoy life's pleasures; and other non-pecuniary losses and special damages.

113. Accordingly, as a result of Individual Defendants' unlawful conduct, Plaintiff has been damaged as set forth herein and is entitled to the maximum compensation available to her under this law, including, but not limited to, liquidated damages.

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff respectfully requests a judgment against Defendants:

A. Declaring that Defendants engaged in unlawful employment practices prohibited by the Title VII of the Civil Rights Act of 1964 42 U.S.C. §§ 2000e *et seq.* (“Title VII”); the Family and Medical Leave Act of 1993 (“FMLA”); and the New York State Human Rights Law, New York State Executive Law, §§ 296, *et seq.* (“NYSHRL”).

B. Awarding Plaintiff compensatory damages for all back and future loss of wages, lost income, benefits, retirement losses, stock benefits losses, pain, suffering, stress, humiliation, mental anguish, emotional harm and personal physical injury and physical sickness, as well as damage to her reputation, damage to career path, and loss of income stemming therefrom;

C. Awarding Plaintiff liquidated damages;

D. Awarding Plaintiff punitive damages;

E. Awarding Plaintiff attorneys’ fees, litigation costs, and expert/consultant fees;

F. Awarding Plaintiff pre- and post-judgment interest

G. Awarding Plaintiff reimbursement for the negative tax consequences of a judgment;

and,

H. Awarding Plaintiff such other relief as the Court may deem just and proper.

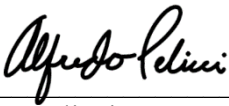
**JURY DEMAND**

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

Dated: April 9, 2025  
New York, New York

Respectfully submitted,

**FILIPPATOS PLLC**

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