

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

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CAITLYN WILDER,	:	
	:	
Plaintiff,	:	Case No.: 25-cv-9717
	:	
v.	:	
	:	<b><u>COMPLAINT</u></b>
SKYWIRE, LLC d/b/a GIGSTREEM,	:	
	:	
Defendant.	:	<b><u>Jury Trial Demanded</u></b>
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Plaintiff, CAITLYN WILDER (“Plaintiff” or “Ms. Wilder”), by her attorneys, FILIPPATOS PLLC, hereby complains of Defendant, upon personal knowledge as well as information and belief, by alleging and averring as follows:

**NATURE OF THE CASE**

1. This is a case against Skywire, LLC d/b/a Gigstream (“Gigstream”, “Company” or the “Defendant”). This action is brought by Filippatos PLLC on behalf of Plaintiff, Caitlyn Wilder (“Plaintiff” or “Ms. Wilder”), who seeks to hold Defendant accountable under federal and state law outlawing workplace discrimination or retaliation on the basis of her gender (pregnancy), perceived disability (pregnancy-related symptoms), and family status.

2. Specifically, Plaintiff brings this action alleging that Defendant have violated, *inter alia*, Title VII of the Civil Rights Act of 1964, as codified, 42 U.S.C. §§ 2000e to 2000e- 17 (amended in 1972, 1978 and by the Civil Rights Act of 1991, Pub. L. No. 102-166 (“Title VII”); the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12101, et seq., as amended by the ADA Amendments Act of 2008, Pub. L. No. 110-325 (“ADAA”); the New York State Human Rights Law, New York State Executive Law, §§ 296 et seq. (“NYSHRL”); and the New York City Human Rights Law, Administrative Code §§ 8-107, et seq. (“NYCHRL”) by discriminating against Ms. Wilder in the terms and conditions of her employment on the basis of

her gender (pregnancy), perceived disability (pregnancy-related symptoms), and family status as well as retaliating against her after she notified the Company of her pregnancy by summarily terminating her employment.

3. Plaintiff seeks damages, as well as injunctive and declaratory relief, to redress the injuries she has suffered - physical, emotional and pecuniary - as a result of being discriminated and retaliated against by her employer on the basis of her gender (pregnancy), perceived disability (pregnancy-related symptoms), and family status.

### **JURISDICTION AND VENUE**

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1331 because Plaintiff is asserting claims arising under federal law, specifically Title VII of the Civil Rights Act of 1991, Pub. L. No. 102-166 (“Title VII”) and Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12101, et seq., as amended by the ADA Amendments Act of 2008, Pub. L. No. 110-325 (“ADAA”).

5. This Court has supplemental jurisdiction over Plaintiff’s NYSHRL and NYCHRL claims pursuant to 28 USC § 1367.

6. Venue in the Southern District of New York is proper pursuant to 28 U.S.C. § 1391 because Defendant is a foreign limited liability company registered to and doing business in the State of New York.

### **ADMINISTRATIVE REQUIREMENTS**

7. Plaintiff has satisfied all administrative prerequisites for the filing of this action.

8. Prior to the filing of this action, Plaintiff timely filed a Charge of Discrimination with the U.S. Equal Employment Opportunity Commission (“EEOC”) alleging unlawful discrimination and retaliation.

9. The EEOC thereafter issued Plaintiff a Notice of Right to Sue, upon request, dated August 26, 2025.

10. This action is filed within ninety (90) days of Plaintiff's receipt of that Notice. Accordingly, Plaintiff has exhausted all required administrative remedies prior to bringing this suit.

### **PARTIES**

11. At all times relevant hereto, Plaintiff, Caitlyn Wilder, has been a resident of the State of Washington, in the County of Pierce.

12. At all times relevant hereto, Plaintiff worked for Defendant and met the definition of "employee" as the term is defined by the applicable statutes.

13. At all times relevant hereto, Defendant, Gigstream, was and is a foreign limited liability company duly existing pursuant to, and by virtue of the laws of the State of Delaware and is registered to and doing business in the State of New York.

14. Upon information and belief, Gigstream employs approximately 201-500 individuals on a full-time or full-time equivalent basis and thus is subject to all statutes upon which Plaintiff is proceeding herein.

15. At all times relevant hereto, Gigstream met the definition of and was Plaintiff's "employer" as that term is defined by the applicable statutes.

### **MATERIAL FACTS**

#### **A. Ms. Wilder is Hired by Gigstream**

16. Following an interview with National Launch and Account Manager, Chrissy Rodgers ("Ms. Rodgers"), and a subsequent interview with Ms. Rodgers and Director of Growth and Revenue, Perry Wasserbauer ("Mr. Wasserbauer") on or about October 21, 2022, Plaintiff was

hired as a Community Account Manager (“CAM”) for Defendant’s Property Account Management team.

17. Plaintiff began working for Defendant on or about November 11, 2022.

18. Plaintiff was hired within Defendant’s sales and marketing organization to drive consumer residential sales of internet services at multi-dwelling properties in her region.

19. When Plaintiff joined Gigstream, she assumed exclusive responsibility for strategic implementation of the following key functions: clientele relationship building, strategy implementation, revenue growth, and data analysis and reporting.

20. From the outset of her employment, Plaintiff was assigned a sizeable West Coast regional portfolio, which required extensive travel, on-site presentations, and business development efforts because many of the assigned buildings did not yet have contracted service with Gigstream.

21. Specifically, Plaintiff’s assigned region consisted of the Seattle and Bellevue, Washington areas which consisted of more than 30 properties.

22. Unlike other CAMs who managed buildings with existing contracts and recurring subscription revenue, Plaintiff often had to generate business and revenue from scratch, including conducting marketing events, door-to-door unit engagement, and sales campaigns.

23. Additionally, Plaintiff was assigned strategic responsibilities traditionally reserved for senior-level CAMs, including portfolio strategy, revenue growth, data analytics, and client relationship management.

24. Plaintiff’s initial assignments were commensurate with her acknowledged skillset and extensive experience – including oversight and management of the West Coast properties and client relationships.

25. Given her demonstrated ability to maintain valuable clientele and her cross-functional leadership abilities, Plaintiff achieved early success at Gigstream and was thrilled to have reached what she thought was the pinnacle of her career in telecommunications by landing a position at a venerable institution such as Gigstream, which offered her security, as well as the opportunity to design and build trailblazing sales strategies.

26. During her first year, Plaintiff regularly worked far beyond 40 hours per week, including evenings and weekends, which included significant interstate travel across multiple time zones.

27. However, throughout 2023, Plaintiff's work beyond the expected 40 hours per week was often improperly tracked given technological issues, outside of Plaintiff's control, that presented persistent problems with her assigned work computer.

28. As such, Plaintiff repeatedly submitted IT tickets documenting that her assigned work computer was malfunctioning, and because she was often required to work on her personal device, the Company's time-keeping systems failed to accurately capture Plaintiff's actual weekly hours.

29. Between February 2023 and April 2023, two CAMs on Plaintiff's team resigned, including CAM Cindy Gold, who resigned due to excessive workload and schedule demands (often 6:00 a.m. to 6:00 p.m. across multiple time zones).

30. Following those departures, Plaintiff assumed a substantial portion of their portfolios, further increasing her workload.

31. Specifically, Plaintiff began to take on work covering territories in Florida, Texas, and South Carolina.

32. Eventually, another CAM, Taneal Arri, was hired to Plaintiff's team.

33. Despite being advised that the additional work would be transferred to Mr. Arri, this never occurred, and Plaintiff assisted Mr. Arri with his territories throughout the remainder of her employment.

34. Additionally, the number of properties assigned to Plaintiff continuously increased as Gigstream expanded through multiple acquisitions - including NetBlazer (announced August 2022 and formally transitioned in and around February 2023) and later, GigaMonster (June 2023).

35. Following these acquisitions, Plaintiff was assigned 30 additional properties, significantly expanding her responsibilities.

36. Specifically, throughout 2023, Plaintiff was assigned territories in Oregon, Colorado, Utah and Kansas in addition to her work in the Seattle and Bellevue area.

37. Abbey Sierakowski (“Ms. Sierakowski”), who became Plaintiff’s director supervisor in June 2023, consistently acknowledged Plaintiff’s strong performance and entrusted her with additional assignments because she could be relied upon to complete them successfully.

38. On several occasions, Ms. Sierakowski referred to Ms. Wilder as her “go to” employee because Ms. Wilder worked efficiently and got her job done faster and more detailed than her colleagues.

39. When receiving additional assignments, this was often Ms. Sierakowski’s feedback to Ms. Wilder, helping Defendant justify its decision to assign Plaintiff additional tasks.

40. Plaintiff covered anywhere between 7 to 100 properties which were assigned specifically to her, and in addition helped to cover territories assigned to another CAM, Taneal Arri.

41. Plaintiff's work calendar was often inundated with meetings and travel so as to manage her assigned territories and those for which she was assisting – both residential and commercial clients.

42. Throughout her employment, Plaintiff never received any documentation, written warnings, coaching plans, corrective action notices, or performance evaluations, nor was she ever told that her performance was unsatisfactory.

43. As was common among all CAMs, Plaintiff frequently worked more than full-time, and handled properties not originally assigned to her.

44. On multiple occasions, Plaintiff learned of conversations between Ms. Sierakowski and Kris Hampton, Defendant's Chief Revenue Officer, whereby Mr. Hampton stated that Defendant needed to hire more account managers.

45. Plaintiff, however, successfully managed expansion-related responsibilities beyond those of other CAMs.

46. By the end of 2023 and into the beginning of 2024, Plaintiff had covered her own assigned territories, in addition to territories in Oregon, Utah, Idaho, Kansas, Texas, and South Carolina. Plaintiff was also qualified to cover territories in Baltimore and Washington, D.C.

**B. Ms. Wilder is Discriminated Against Based on Her Sex (Pregnancy)**

47. Despite her dedication to the Company and successes throughout 2023, things began to change drastically for the worse, on or about April 18, 2024, when Plaintiff disclosed her pregnancy in a phone call to her manager, Ms. Sierakowski.

48. When Plaintiff disclosed her pregnancy to Ms. Sierakowski, she initially seemed to show excitement for Plaintiff's wonderful news and directed her to take care of herself and discuss company policy with HR when ready.

49. However, the next day, on or about April 19, 2024, Plaintiff received a follow-up call from Ms. Sierakowski about her pregnancy announcement, which immediately caused Plaintiff to feel concerned about the negative tone her manager displayed while discussing what was supposed to be an exciting update in her life.

50. Whereas the day prior, Ms. Sierakowski seemed thrilled for Plaintiff, during this second call, her tone was plagued with worry.

51. Because of Ms. Sierakowski's response the following day, Plaintiff felt that she needed to assure Ms. Sierakowski that she would be capable of maintaining her workload until she needed to take maternity leave.

52. Plaintiff felt apprehensive following this second call despite the fact that she had never given Ms. Sierakowski nor Gigstream any reason to be concerned about her work performance.

53. Nevertheless, Plaintiff planned to move forward with the next steps of her pregnancy announcement by alerting Human Resources ("HR") to her joyful news.

54. On or about April 22, 2024, Plaintiff formally notified HR of her pregnancy, requesting time to discuss the details of Gigstream's maternity leave policy.

55. While HR immediately congratulated Plaintiff on her announcement and initially stated they would make themselves available that week to discuss further details of Gigstream's maternity policy, Plaintiff never received a response to schedule a meeting after she provided her availability to speak.

**C. Ms. Wilder's Years of Devotion End with Her Discriminatory Termination**

56. Just days later, between April 29, 2024 and May 6, 2024, an email exchange ensued between Ms. Sierakowski, Mr. Wasserbauer, and HR, in which Plaintiff's termination was being discussed.

57. Shockingly, this email exchange took place only one week after Plaintiff formally notified HR of her pregnancy and requested information about maternity leave.

58. During this time, Plaintiff had still not received a response from HR regarding maternity leave, instead discussions of her termination were occurring behind her back.

59. Upon information and belief, HR Manager Sarah Alexiou was involved in Plaintiff's termination discussions after receiving Plaintiff's pregnancy disclosure, and HR ceased responding to Plaintiff after learning of her pregnancy.

60. On or about May 6, 2024, Plaintiff received her first response since contacting HR about her pregnancy announcement, however this email contained no information regarding maternity leave.

61. Instead, HR Manager, Ms. Alexiou emailed Plaintiff simply stating: "Please review the separation agreement. If you agree, please date and sign within 21 days of receipt of receiving this agreement".

62. Plaintiff was shocked, as she had received no warnings, coaching, negative feedback, or performance documentation of any kind during her employment.

63. In fact, after Plaintiff's termination, Ms. Sierakowski sent Plaintiff a text message stating that she "really appreciated everything [Plaintiff] did," that someone had "put her in a tough spot," and offered to provide Plaintiff a letter of recommendation.

64. While Defendant later claimed that due to financial struggles, a reduction in force was necessary and that Plaintiff's alleged low performance was the cause of her termination.

65. However, these claims are demonstrably false, in light of the above, and given Defendant's continued and documented success.<sup>1</sup>

66. After Plaintiff's separation, Plaintiff discovered that Gigstream posted a job requisition for her exact role and territories, with an annual salary approximately \$13,000 higher than Plaintiff's.

67. The job posting listed Plaintiff's regions and responsibilities, not those of any other CAM.

68. Plaintiff's portfolio consisted of multiple states across the West Coast and Pacific Northwest, whereas Igor Correa Wetter (Mr. Wetter), a different CAM, handled California only. The requisition listed Plaintiff's regions, not Mr. Wetter's.

69. The posting even contained legal language referencing protections for pregnant workers, which was not included in Plaintiff's original job posting, further demonstrating that Plaintiff's role was being refilled after her pregnancy announcement.

**D. Ms. Wilder has incurred significant damages as a result of Defendant's unlawful conduct**

70. As a result of Gigstream's unlawful conduct, Ms. Wilder has incurred significant damages.

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<sup>1</sup> See, <https://www.prnewswire.com/news-releases/gigstream-acquires-netblazr-a-boston-internet-provider-301614120.html> (last visited November 7, 2025); [http://businesswire.com/news/home/20230410005303/en/Gigstream-Raises-\\$59-Million-in-Funding-to-Accelerate-Growing-National-Presence-as-a-Leader-in-Managed-Wi-Fi-for-Multifamily-Properties](http://businesswire.com/news/home/20230410005303/en/Gigstream-Raises-$59-Million-in-Funding-to-Accelerate-Growing-National-Presence-as-a-Leader-in-Managed-Wi-Fi-for-Multifamily-Properties) (last visited November 7, 2025); <https://www.prnewswire.com/news-releases/gigstream-welcomes-patrick-albus-as-chief-financial-officer-301843834.html> (last visited November 7, 2025); [https://www.prnewswire.com/news-releases/gigstream-announces-entry-into-seattle-market-301562285.html?tc=eml\\_cleartime](https://www.prnewswire.com/news-releases/gigstream-announces-entry-into-seattle-market-301562285.html?tc=eml_cleartime) (last visited November 7, 2025); <https://www.prnewswire.com/news-releases/gigstream-acquires-warp2biz-301865042.html> (last visited November 7, 2025); <https://www.prnewswire.com/news-releases/tim-parker-joins-gigstream-as-the-executive-vice-president-engineering-301948846.html> (last visited November 7, 2025); <https://www.prnewswire.com/news-releases/gigstreams-new-leadership-team-driving-rapid-growth-and-enhanced-customer-experience-302332700.html> (last visited November 7, 2025).

71. Furthermore, Ms. Wilder has suffered considerable emotional distress. She has suffered depression as well as apathy, lethargy, constant exhaustion, lowered self-esteem, insomnia, and headaches from the stress of her unlawful termination.

72. Plaintiff's depression has affected her relationships with her family members, and her self-confidence.

73. As a result of the foregoing, Ms. Wilder has been unlawfully discriminated against and retaliated against, humiliated, and degraded, and as a result, suffered loss of rights, emotional distress, loss of income and earnings.

74. As a result of Defendant's actions, Ms. Wilder feels extremely degraded, victimized, embarrassed, and emotionally distressed.

75. Ms. Wilder has suffered and will continue to suffer the loss of income, the loss of a salary, bonuses, benefits and other compensation which such employment entails, as well as future pecuniary losses, emotional pain, loss of enjoyment of life, and other nonpecuniary losses. Ms. Wilder further experienced severe emotional and physical distress.

76. Because Defendant's conduct has been malicious, willful, outrageous, and done with full knowledge of law to the contrary, Ms. Wilder demands punitive damages against Defendant.

**FIRST CAUSE OF ACTION**  
**(Discrimination in Violation of Title VII)**

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

78. Title VII prohibits employers from discriminating against employees because of their gender, including pregnancy or related medical conditions.

79. Plaintiff was qualified for her role, consistently performed her job duties, and received no performance criticisms, corrective actions, or documentation of performance concerns prior to disclosing her pregnancy to her supervisor and HR.

80. Defendant denied Plaintiff equal terms and conditions of employment, including terminating Plaintiff shortly after learning of her pregnancy and immediately posting a job requisition seeking to fill Plaintiff's role.

81. Defendant's actions constitute unlawful gender discrimination in violation of Title VII.

82. As a direct and proximate result of Defendant's unlawful conduct, Ms. Wilder has suffered and will continue to suffer the loss of income, the loss of a salary, bonuses, benefits and other compensation which such employment entails, as well as future pecuniary losses, emotional pain, loss of enjoyment of life, and other nonpecuniary losses. Ms. Wilder further experienced severe emotional and physical distress.

**SECOND CAUSE OF ACTION**  
**(Retaliation in Violation of Title VII)**

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

84. Plaintiff engaged in protected activity under Title VII when she notified her supervisor and HR of her pregnancy and requested information regarding maternity leave.

85. Defendant retaliated against Plaintiff by ignoring her maternity-leave request, terminating her employment, and attempting to replace her for "business need."

86. Defendant's hostile treatment culminated in Ms. Wilder's employment being terminated shortly after Ms. Wilder's protected activity.

87. Defendant's actions constitute unlawful retaliation under Title VII.

88. As a direct and proximate result of Defendant's unlawful conduct in violation of Title VII, 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.

89. As a direct and proximate result of Defendant's unlawful conduct in violation of Title VII, 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 the law.

**THIRD CAUSE OF ACTION**  
**(Discrimination in Violation of ADA)**

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

91. ADA prohibits employers from discriminating against employees because of her related medical conditions.

92. Plaintiff was qualified for her role, consistently performed her job duties, and received no performance criticisms, corrective actions, or documentation of performance concerns prior to disclosing her pregnancy to her supervisor and HR.

93. Defendant denied Plaintiff equal terms and conditions of employment, including terminating Plaintiff shortly after learning of her pregnancy and immediately posting a job requisition seeking to fill Plaintiff's role.

94. Defendant's actions constitute unlawful perceived disability discrimination in violation of ADA.

95. As a direct and proximate result of Defendant's unlawful conduct, Ms. Wilder has suffered and will continue to suffer the loss of income, the loss of a salary, bonuses, benefits and other compensation which such employment entails, as well as future pecuniary losses, emotional

pain, loss of enjoyment of life, and other nonpecuniary losses. Ms. Wilder further experienced severe emotional and physical distress.

**FOURTH CAUSE OF ACTION**  
**(Retaliation in Violation of ADA)**

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

97. Plaintiff engaged in protected activity under ADA when she notified her supervisor and HR of her pregnancy and requested information regarding maternity leave.

98. Defendant retaliated against Plaintiff by ignoring her maternity-leave request, terminating her employment, and attempting to replace her for “business need.”

99. Defendant’s hostile treatment culminated in Ms. Wilder’s employment being terminated shortly after Ms. Wilder’s protected activity.

100. Defendant’s actions constitute unlawful retaliation under ADA.

101. As a direct and proximate result of Defendant’s unlawful conduct in violation of ADA 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.

102. As a direct and proximate result of Defendant’s unlawful conduct in violation of ADA, 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 the law.

**FIFTH CAUSE OF ACTION**  
**(Discrimination in Violation of the NYSHRL)**

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

104. New York 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.”

105. By the actions detailed above, among others, Defendant has discriminated against Plaintiff in violation of the NYSHRL by, *inter alia*, terminating Plaintiff shortly after learning of her pregnancy and immediately posting a job requisition seeking to fill Plaintiff's role.

106. 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, benefits, 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.

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

**SIXTH CAUSE OF ACTION**  
**(Retaliation in Violation of the NYSHRL)**

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

109. New York Executive Law § 296 provides that:

It 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 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.

110. By the actions detailed above, among others, the Defendant has retaliated against Plaintiff based on her protected activities in violation of the NYSHRL, including by terminating Plaintiff's employment.

111. 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, benefits, 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.

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

**SEVENTH CAUSE OF ACTION**  
**(Discrimination in Violation of the NYCHRL)**

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

114. New York City Administrative Code §8-107(1) provides that it shall be an unlawful discriminatory practice:

“(a) For an employer or an employee or agent thereof, because of the actual or perceived age, race, creed, color, national origin, gender, disability, marital status, sexual orientation, or alienage or citizenship status of any person, to refuse to hire or employ or to bar or to discharge from employment such person or to discriminate against such person in compensation or in terms, conditions, or privileges of employment.”

115. By the actions detailed above, among others, the Defendant has discriminated against Plaintiff in violation of the NYCHRL by, *inter alia*, terminating Plaintiff shortly after learning of her pregnancy and immediately posting a job requisition seeking to fill Plaintiff's role.

116.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, benefits, 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.

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

**EIGHTH CAUSE OF ACTION**  
**(Retaliation under the NYCHRL)**

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

119.New York City Administrative Code §8-107(7) provides that:

“it shall be unlawful discriminatory practice for any person engaged in any activity to which this chapter applies to retaliate or discriminate in any manner against any person because such person has (i) opposed any practice forbidden under this chapter, (ii) filed a complaint, testified or assisted in any proceeding under this chapter, (iii) commenced a civil action alleging the commission of an act which would be an unlawful discriminatory practice under this chapter, (iv) assisted the commission or the corporation counsel in an investigation commenced pursuant to this title, (v) requested a reasonable accommodation under this chapter, or (vi) provided any information to the commission pursuant to the terms of a conciliation agreement made pursuant to section 8-115 of this chapter.”

120.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, benefits, 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.

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

**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff prays that the Court enter judgment in her favor and against Defendant, containing the following relief:

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

B. An injunction and order permanently restraining Defendant and its officers, officials, agents, successors, employees and/or representatives, and any and all persons acting in concert with them, from engaging in any such further unlawful conduct, including the policies and practices complained of herein;

C. An award of damages against Defendant, or any jointly or severally liable entity or person, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all monetary and/or economic damages;

D. An award of damages against Defendant, or any jointly or severally liable entity or person, in an amount to be determined at trial, plus prejudgment interest, to compensate Plaintiff for all non-monetary and/or compensatory damages, including, but not limited to, compensation for her emotional distress;

E. An award of damages for any and all other monetary and/or non-monetary losses suffered by Plaintiff, including, but not limited to, loss of income, reputational harm and harm to professional reputation, in an amount to be determined at trial, plus prejudgment interest;

F. An award of punitive damages, and any applicable penalties and/or liquidated damages in an amount to be determined at trial;

G. Prejudgment interest on all amounts due;

H. An award of costs that Plaintiff has incurred in this action, including, but not limited to, expert witness fees, as well as Plaintiff's reasonable attorneys' fees and costs to the fullest extent permitted by law; and,


I. 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: November 21, 2025  
New York, New York

Respectfully submitted,  
**FILIPPATOS PLLC**

By:   
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